

Whittier, Alaska  
Request for Proposals

*To Provide and Operate a 2022 Whittier Visitor Center*

The City of Whittier, Alaska is soliciting proposals from qualified businesses and property owners to operate a Seasonal Cruise Ship Visitor Center.

Proposals must be submitted in writing to:

Jim Hunt, City Manager  
City of Whittier  
P.O. Box 608  
Whittier, AK 99693-0608  
Phone: 907-472-2327; Fax: 907-472-2404  
Email: [jwilde@whittieralaska.gov](mailto:jwilde@whittieralaska.gov)

Proposers are responsible for providing thorough responses to the information requested in this document. The City of Whittier reserves the right to reject any and all proposals received in response to this Request for Proposals (RFP) at its discretion, or to negotiate with the low proposer.

**Proposal Deadline:** 4:00 p.m., ADT, Tuesday, May 10, 2022. Late proposals will not be considered. Receipt is made when delivered to the above address either in person, via mail, via fax, or via email. Postmark or “send” dates do not constitute receipt. The City of Whittier will not be responsible for proposals not delivered by the deadline.

The following subjects are discussed in this RFP to assist you in preparing your proposal:

- I. Project Description**
- II. Scope of Work**
- III. Proposal Format, Content, and Requirements**
- IV. Evaluation Criteria and Selection Process**
- V. Standard Proposal Information**
- VI. General Contract Information**
- VII. Contract Award**

## **I. PROJECT DESCRIPTION**

The City of Whittier desires to contract with a property owner or property manager in the City of Whittier to establish a seasonal visitor center. The center will provide tourist information regarding businesses, recreation opportunities, directions as necessary, and become a one-stop opportunity for information that is now lacking in Whittier. This is a one-year (Summer of 2022) contract for operations and is funded by Cruise Passenger Vessel funds. The contract and operations experience will be reviewed post summer and may be renewed. The City of Whittier will provide signage as necessary and allowed.

## **II. SCOPE OF WORK**

- A. Operate a Visitor Center on behalf of the City of Whittier and the Community
- B. Submit to the City of Whittier the operation days and hours of the week
- C. The City desires the Visitor Center be open and operational **May 21, 2022 – September 30, 2022**
- D. Proposed ideal location shall be in or adjacent to the harbor and or waterfront

## **III. PROPOSAL FORMAT, CONTENT, AND REQUIREMENTS**

- 1. Proposals that do not address the items listed in this section may be considered incomplete and may be deemed non-responsive by the City.
  - a. Title Page (one page maximum). At a minimum, the title page shall show the name of the project being proposed, the firm name, address, telephone number, name of contact person and the date.
  - b. Letter of Transmittal. Letter of transmittal should identify the project, briefly convey your businesses' understanding of the services to be provided, make a positive commitment to provide the services specified and give the name, title, address, and phone number of the person(s) authorized to make representations for your firm. The letter must be signed by a corporate officer or other individual with authority to bind the firm(s).
  - c. Statement of Qualifications. The following should be described in narrative form, organized as deemed appropriate to convey the information clearly and succinctly. Note: In the event a sub-contractor is to be used for any portion of the work indicated in this RFP, a complete response to the statement of qualifications by the sub-contractor will be required.
    - i. General Background/Experience: Business, ownership, and location(s).
    - ii. Personnel: Number of proposed staff members with overall and day to day responsibilities who will be assigned to this project.
    - iii. Examples of previous projects (include comparable samples) that demonstrate the firm's

- d. ability to provide services requested in this RFP.
  - i. Local knowledge of the community
  - ii. Other: Any additional information pertinent to your proposal.
- e. Fee Proposal and Rate Schedule. Submit a fee proposal/budget to perform the Scope of Work described herein. Provide an exact statement of the services to be provided within the fee proposal to be used in billing for services, including out-of-scope services. Provide a fee schedule for the professional and personnel/sub-consultants assigned to project tasks. A primary contractor is responsible for payment to a sub-contractor. Advance billings are not acceptable. All quotes must be good through June 22, 2022.
- f. Standard Proposal Requirements.
  - i. Interested firms shall submit one copy of the completed proposal clearly marked as:
    - a. 2022 Whittier Visitor Center**
    - b. Proposal dated \_\_\_\_\_**
  - ii. No oral changes will be made to the proposal documents. Addenda will be issued when questions arise which might affect the proposals or the course of contracted work. The City Clerk will ensure all known proposers receive any addenda via fax, e-mail or by hand. If an addendum is issued less than four working days before the time for receipt of proposals, the addendum will provide for a new proposal date, which will be at least four working days after the normal receipt of the addendum by the prospective proposer. Again, receipt of addenda by the contractor must be acknowledged as part of the proposal submitted.
  - iii. Any proposal may be withdrawn prior to the RFP deadline or authorized postponement thereof. Any proposal received after the time and date specified shall not be considered. No proposer may withdraw a proposal within 15 days after the actual date of the opening thereof. Should there be reasons why the work cannot be awarded within the specified period, the time may be extended by mutual agreement between the City of Whittier and the proposer.
  - iv. To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals address all items specified in Section III, Proposal Format and Content. Proposals that do not address the items listed may be considered incomplete and deemed non-responsive by the City of Whittier.

#### **IV. EVALUATION CRITERIA AND SELECTION PROCESS**

1. The City of Whittier will utilize the following criteria for evaluation of proposals received in response to this RFP

- **Location** **0-40 points**
- **Overall costs/compensation** **0-25 points**
- **Responsiveness to guidelines** **0-10 points**
- **Tourism experience** **0-15 points**
- **Experience of individuals designated for project management** **0-10 points**

2. Detailed proposal information will be held in confidence during the evaluation process and prior to submission to the City Council. The City reserves the right to ask for modifications or other alterations from any or all proposers after the RFP closing date.

3. The City reserves the right, in its sole discretion, to accept the proposal it considers most favorable to the City's interest. The City also reserves the right to negotiate with the low proposer or to award a contract to the highest ranked firm based solely on the written proposal or request oral interviews with a "short list" of the highest ranked firms. The following City of Whittier Code general selection criteria will also be used:

**3.32.160 Award – Responsible bidder required.**

- A. A contract award under this article shall be made only to a responsible bidder. The purchasing officer shall determine whether a bidder is responsible on the basis of the following criteria:
- B. The skill and experience demonstrated by the bidder in performing contracts of a similar nature;
- C. The bidder's record for honesty and integrity;
- D. The bidder's capacity to perform in terms of facilities, personnel and financing;
- E. The bidder's past performance under City contracts. If the bidder has failed in any material way to perform its obligations under any contract with the City, the bidder may be deemed a non-responsible bidder. [Prior code § 9.30.030].

**3.32.170 Award – Procedures.**

- A. Contract shall be awarded by written notice issued by the purchasing officer to the lowest responsive and responsible bidder; provided, that a preference of five percent of the lowest responsive and responsible bid, but not exceeding \$5,000, may be allowed to any bidder whose principal place of business is in the City. If the Council determines that it is in the best interest of the City to do so, the City may reject all bids.
- B. If the lowest responsive and responsible bid exceeds the amount of funds certified to be available for the procurement, and if sufficient additional funds are not made available, the scope of the procurement may be reduced to bring its estimated cost within the amount of available funds. The purchasing officer shall issue a new invitation for bids for the reduced procurement, or, upon a finding that the efficient operation of the City government requires that the contract be awarded without delay,

he may negotiate with the three lowest responsive and responsible bidders and may award the reduced contract to the best negotiated proposal. [Prior code § 9.30.040].

**3.32.180 Waiver of irregularities.**

The Council may waive irregularities in any and all bids, except that timeliness and manual signature requirements shall not be waived. [Prior code § 9.30.050].

**3.32.190 Competitive sealed proposals – Negotiated procurement.**

- A. If the purchasing officer determines that use of competitive sealed bidding is not practicable, the City may procure supplies, services or construction by competitive sealed proposals under this section.
- B. The purchasing officer shall solicit competitive sealed proposals by issuing a request for proposals. The request for proposals shall state or incorporate by reference all specifications and contractual terms and conditions to which a proposal must respond and shall state the factors to be considered in evaluating proposals and the relative importance of those factors. Public notice of a request for proposals shall be given in accordance with WMC 3.32.150(B). One or more pre-proposal conferences may be held in accordance with WMC 3.32.150(C). A request for proposals may be modified or interpreted only in the manner provided in WMC 3.32.150(C).
- C. Sealed proposals shall be designated as such on an outer envelope and shall be submitted by mail or in person at the place and no later than the time specified in the request for proposals. Proposals not submitted at the place or within the time so specified shall not be opened or considered.
- D. Proposals shall be received at the time and place designated in the request for proposals and shall be opened so as to avoid disclosing their contents to competing proponents during the process of negotiation. Proposals and tabulations thereof shall be open to public inspection only after the contract award.
- E. In the manner provided in the request for proposals, the purchasing officer may negotiate with those responsible proponents whose proposals are determined by the purchasing officer to be reasonably responsive to the request for proposals. Negotiations shall be used to clarify and assure full understanding of the requirements of the request for proposals. The purchasing officer may permit proponents to revise their proposals after submission and prior to award to obtain best and final offers. Proponents deemed eligible for negotiations shall be treated equally regarding any opportunity to discuss and revise proposals. In conducting negotiations or requesting revisions, neither the purchasing officer nor any other City officer or employee shall disclose any information derived from proposals of competing proponents.
- F. Awards shall be made by written notice to the responsible proponent whose final proposal is determined to be most advantageous to the City. No criteria other than those set forth in the request for proposals, as modified by any addenda thereto, may be used in proposal evaluation. If the Council determines that it is in the best interest of the City to do so, the City may reject all proposals. [Prior code § 9.30.060].

**Award to Other than Low Bidder.** A decision to award a contract to other than the bidder offering the lowest price shall be made only by the City Council. When an award is given to other than the lowest bidder, a full and complete written statement of the reasons therefor shall be delivered by the City Manager or Manager's designee to the unsuccessful low bidder or

bidders and filed with the other papers relating to the transaction. The minutes of the City Council relating to the matter may be used as the required written statement.

***Negotiation.*** If the lowest and best bid for the Visitor Center exceeds the budgeted amount and the City Council does not make additional funds available, the manager shall attempt to negotiate with the bidder to reduce the project scope sufficiently to bring the estimate of cost within the funds available.

The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of the agreement and to complete the work.

A proposal that contains a substantial condition or qualification will not be accepted.

## **V. STANDARD PROPOSAL INFORMATION**

1. Incurred Costs – The City of Whittier is not liable for costs incurred by proposers prior to the execution of a contract. All costs incurred because of this proposal, including travel and personnel expenses, are the sole responsibility of the respondent.
2. Disclosure of Proposal Contents – The City of Whittier reserves the right to use any of the ideas presented in any response to the RFP. Selection or rejection of the proposal(s) does not affect that right.
3. Authorized Signature – An individual authorized to bind the proposer to its provisions must sign the proposals. The proposal constitutes an offer to make a contract.
4. Joint Venture – All proposers have the right to submit joint venture proposals, and the City of Whittier reserves the right to contract with the joint venture if it is in the City's best interest. To be considered a joint venture, there must be a community of interest in the purpose of the proposed contract and an equal right for each affiliated company to govern the conduct thereof. A written agreement that states each firm's responsibility, identifies the lead firm, designates the individual with signatory and negotiating authority directly answerable and responsible for the proposed contract, is required. The agreement shall be signed by all firms comprising the joint venture and be included as an attachment.
5. Termination – The City of Whittier shall not be responsible for payment of costs incurred for proposal preparation or contract preparation because of termination of this RFP or termination of the contract resulting from the award of this RFP.
6. Contract is contingent upon funding.

## **VI. GENERAL CONTRACT INFORMATION**

1. Contract Approval – The Whittier City Manager will award the contract following review of proposal summaries and consideration of staff recommendations. Once approved, the effective date of the contract will be contingent upon final negotiations with the City of Whittier. The City assumes no responsibility for work done, even in good faith prior to approval of the contract and final negotiations.

2. Proposal as Part of the Contract – The successful proposal will become an integral part of the contract, and its contents may become obligations if deemed necessary by the City. It shall not, however, be considered the total binding obligation. Those conditions shall be inclusive of a final negotiated and approved contract. Failure of the successful proposer to accept these obligations may result in cancellation of the award.
3. Standard Contract Provisions – The City of Whittier reserves the right to access and/or review any and all materials during the contracting process and visits any or all facilities used by the proposer or subcontractors.
4. Costs – In the event a formal contract is entered into between the City and a proposer, all costs proposed for the provision of the specified services must be firm for the period of the proposed contract.
5. Independent Price Determination – By submission of a proposal, the proposer certifies that the prices in the proposal have been arrived at independently and without consultation, communication, or agreement with other proposers.
6. Rejection of Work – The successful proposer shall be responsible for the quality, accuracy and proper performance of the work identified in the contract. The City may reject any work found to be defective or not in accordance with the specifications contained in the RFP, contractor’s proposal and resulting contract, regardless of the stage of completion and the time or place the error was discovered. The City may also reject defective work that was previously approved because of an oversight during inspection/approval.

## **VII. CONTRACT AWARD**

1. The proposer receiving the notice of award shall provide proof of general public liability and property damage insurance, including vehicle coverage, as well as worker's compensation insurance, if applicable, per Attachment A.
2. The party to whom the work is awarded will be required to execute an agreement within five (5) calendar days from the date when notice of award is delivered to the proposer. In case of failure of the proposer to execute the agreement, the City may consider the proposer in default and disqualify the proposer from the project and award the work to the next lowest proposer.
3. The City, within five (5) calendar days of receipt of the agreement signed by the party to whom the agreement was awarded, shall sign the agreement and return to such party an executed duplicate of the agreement. Should the City not execute the agreement within such period, the proposer may, by written notice, withdraw the signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the City.

## **VIII. CONTRACT PERIOD**

1. Following contract award, all parties shall sign a contract and the contractor will be given notice to proceed.
2. The notice to proceed shall be issued within five (5) calendar days of the execution of the agreement by the City. The time for issuance of the notice to proceed may be extended by mutual agreement of the City and contractor.
3. Either party may cancel the written contract by giving a minimum 30-day notice, in writing, to the other party.
4. The City may renew the contract in 2023 if both parties agree, and it is in the City's best interests.