

***Request for Proposals (RFP) # 2015-1
Deer Island Transportation***

ISSUE DATE: October 1, 2015

ISSUING AGENCY: Mississippi Secretary of State
125 S Congress Street, Suite 1600
Jackson, MS 39201

Sealed proposals, subject to the conditions made a part hereof, must be received ***November 9, 2015, at 2:00 PM*** in the Mississippi Secretary of State, 125 S Congress Street, Suite 1600, Jackson, MS 39201, for furnishing services described herein.

IMPORTANT NOTE: Indicate firm name, and RFP number on the front of each sealed proposal envelope or package.

Direct all inquiries concerning this RFP to:

Andria Matrick
MS Secretary of State
125 S Congress Street, Suite 1600
Jackson, MS 39201
andria.matrick@sos.ms.gov
Phone: (601)359-6596
Fax: (601)359-1499

1) OVERVIEW

Mississippi Secretary of State (“Secretary”) desires to lease a berthing place near Deer Island State Pier to a reputable and responsible firm(s) to efficiently and effectively provide transportation services for patrons between a harbor in the Biloxi area and Deer Island State Pier and to provide amenities to patrons while on Deer Island. Services to be provided in connection with the lease include, but are not limited to, advertisement(s) of excursions to Deer Island via the State Pier, transportation of patrons to and from Deer Island State Pier, and snack bar and restroom services. (See section 15 for details of services.)

2) INVITATION TO RESPOND TO RFP

The Secretary invites qualified respondents to submit proposals to lease a berthing place on Deer Island State Pier to provide transportation services to transport patrons between a harbor in the Biloxi area and Deer Island State Pier, and to provide amenities to patrons while on Deer Island.

3) INQUIRIES ABOUT RFB

- a) Prospective respondents may make written inquiries concerning this request for proposals to obtain clarification of requirements. Responses to these inquiries shall only be in writing and by addendum to the Request for Proposals (RFP). The deadline for inquiries shall be *October 15, 2015*.
- b) Please send your inquiries to Andria Matrick via electronic mail at andria.matrick@sos.ms.gov
- c) All inquiries should be marked “**URGENT INQUIRY. MS Secretary of State RFP# 2015-1**”

4) ADDENDUM OR SUPPLEMENT TO RFP

In the event it becomes necessary to revise any part of this RFP, any addenda to this RFP will be maintained on file and available in the Office of the Secretary of State as provided in Section 5 hereof. Respondents shall not rely on any other interpretations, changes, or corrections. Prior to submitting a response to this RFP, it is the respondents’ responsibility to verify that they are responding to the latest version of the RFP with addenda, if any. If any addenda are added after a respondent has submitted its proposal, the Secretary will send a copy of such addendum or addenda to each such respondent at the email address provided in the response. If no email address is given, such revisions or addenda will be sent by U.S. Mail (USPS) to the address provided in the response. A respondent may amend its response at any time before the deadline set forth in Section 9(c). No addenda to this RFP will be made less than ten (10) days before the date for submission of proposals as set forth in Section 9(c) below.

5) ADMINISTRATIVE INFORMATION

a) ISSUING OFFICE

i) This RFP is issued by the following office:

Mississippi Secretary of State
125 S Congress Street, Suite 1600
Jackson, MS 39201

ii) Any addenda will be issued by the same office.

iii) A copy of this RFP and any addenda will be maintained by:

Andria Matrick
MS Secretary of State
125 S Congress Street, Suite 1600
Jackson, MS 39201
andria.matrick@sos.ms.gov
Phone: (601)359-6596
Fax: (601)359-1499

iv) Additional information about Mississippi Secretary of State can be found at www.sos.ms.gov.

b) SCHEDULE OF CRITICAL DATES

i) The following dates are for planning purposes only unless otherwise stated in this RFP. Progress towards their completion is at the sole discretion of the Secretary.

(1) RFP Posted	<i>October, 1, 2015</i>
(2) Prospective Respondents Written Inquiries Deadline	<i>October, 26, 2015</i>
(3) Responses to Inquiries posted	<i>October 30, 2015</i>
(4) Proposal Submission Deadline – 2:00 p.m.	<i>November 9, 2015</i>
(5) Award Date (Estimated Target)	<i>December 1, 2015</i>
(6) Contract Effective Date	<i>March 1, 2016</i>

6) BID CONTENTS

a) Proposals shall comply with Section 9 below.

b) At a minimum, the following items shall be included in the contents of the proposal:

- i) Cover letter, indicating the scope of the proposal. Additionally, the letter should include a statement indicating acceptance of the standard tidelands lease agreement or clearly identify any proposed changes to the standard lease agreement. The letter should include a statement of exceptions to any of the terms and conditions outlined in this RFP. (Cover letter should be no more than 3 pages in length.)
- ii) Corporate Structure and Credentials:
 - (1) Detail the number of years of experience related to providing similar services as requested by this RFP.
 - (2) List a minimum of three (3) major customers for whom you provide similar services in size and facility structure, including contact information for those customers.
 - (3) Describe all major accounts terminated in the last five (5) years with reason(s) for termination and account contact information, if applicable.
 - (4) Provide information regarding your company's commitment to making the desired neutral environmental impact on Deer Island and supporting the State's efforts towards conservation and education.
 - (5) Detail staffing levels and proposed support.
 - (6) Specifically, identify one (1) point of contact for this request for proposals and any subsequent contract including his/her name and qualifications.
- iii) Operations and Ability To Perform
 - (1) Provide operation and marketing plan for advertising promoting the transportation and shuttle services to the Deer Island State Pier.
 - (2) Describe how and when services will be provided with a proposed sample schedule.
 - (3) List service and quality control procedures, including equipment specifications on proposed equipment and maintenance tracking methods.
 - (4) Describe the security plan for patrons to ensure their safety and wellbeing.
 - (5) Identify a proposed location for departure from Biloxi, including information regarding a current lease or if a lease will be required.
 - (6) Address the required conditions contained in Section 14 below.
- iv) Financial Information
 - (1) Project ticket/admission costs, including the cost per ticket for adults, children, seniors, military, etc. and if any discounts are to be given.
 - (2) Provide estimates for any other costs to patrons (snacks and other items for sale).
 - (3) Project the number of patrons necessary to achieve a breakeven / profit level - considering staffing, fuel, lease payment, and other costs to operate.

7) DISCUSSIONS/EVALUATION CRITERIA/AWARD PROCESS

- a) The Secretary reserves the right to conduct discussions with any or all respondents or to award the RFP and enter into a lease agreement with the awarded respondent without such discussions and based solely on evaluation of the written proposals. The Secretary reserves the right to contact and interview anyone connected with any past or present customers, accounts, or projects with which the respondent has been associated. The Secretary likewise reserves the right to designate a review committee to evaluate the

proposals according to the criteria set forth under this section. The Secretary may make a written determination showing the basis upon which the award was made and such determination shall be included in the procurement file.

- b) The Secretary reserves the right to award the RFP in whole or in part and enter into a lease agreement based on what is in the best interest of the Secretary with the Secretary being the sole judge thereof.
- c) The evaluation factors set forth in this section are described as follows:
 - i) Projected Financial Viability of Contractor – The Secretary will evaluate the probability of financial viability of the contractor based on the estimates and financial information provided by contractor.
 - ii) Corporate Structure, Credentials and Prior Experience – The Secretary will evaluate the probability of future success of the program based upon the organizational structure, and proven experience of the respondent.
 - iii) Operations and Plan to Perform – The Secretary will evaluate the probability of future success of the program based upon the respondent’s plans for providing the service. This will include an evaluation of the breadth of services available to the State and the expected patrons.
- d) Proposals will be evaluated by the Secretary on the following factors:

i) Projected Financial Viability for Contractor	25%
ii) Corporate Structure, Credentials, and Prior Experience	25%
iii) Operations and Plan to Perform	50%
- e) Upon award of lease(s), successful respondent(s) will be asked to provide a transition plan and timeline.

8) TERM OF CONTRACT

- a) The Secretary intends to enter into a ten (10) year lease with the awarded respondent.
- b) In the event the lessee fails to carry out and comply with the terms and conditions of the lease, the Secretary will notify the lessee, in writing via certified mail to a predetermined and agreed address contained in the contract, of such failure or default. In the event the necessary corrective action has not been completed within ten (10) days of the date of the written notice, the lessee must submit in writing within that same ten (10) day period the reason such corrective action has not been performed. The Secretary reserves the right to determine whether or not such noncompliance and any reason offered for such noncompliance may be construed as a failure of performance of the lease. The Secretary reserves the right to terminate the contract with thirty (30) days notice by the Secretary via certified mail to a predetermined and agreed address contained in the contract if any of the terms of the proposal and/or contract are violated.

- c) In the event of termination of the contract and another solicitation initiated by the Secretary, the current lessee will be required to give reasonable access to the leased premises for inspection of equipment and service locations to new interested respondents and to the new successful respondent contractor within the period prior to the termination of the lease and during the solicitation period. New interested respondents and new successful respondent shall not disrupt any current operations while exercising this privilege.
- d) Termination of lease by lessee shall require notice no less than one-hundred and twenty (120) days prior to the effective date of termination.
- e) In the event the Secretary employs attorneys or incurs other expenses it considers necessary to protect or enforce its rights under the lease, the lessee agrees to pay the attorney's fees and expenses so incurred by the State.

9) PROPOSAL SUBMISSION

- a) Proposals shall comply with Section 6 and shall be submitted in envelopes or boxes as necessary.
- b) Proposals – One (1) original and nine (9) copies each containing parts 6(b)(i) (Cover Letter), 6(b)(ii) (Corporate Structure and Credentials), 6(b)(iii) (Operations and Ability to Perform) and 6(b)(iv) (Financial Information) should be sealed in one package with “**RFP# 2015-1**” in the front lower left hand corner and the name of the submitting firm on the front center. Each original and copy should be a complete document. The original shall be marked “Original” on the first page of the document.
- c) The proposal must be received on or before **2:00 p.m. on November 9, 2015**. It is the responsibility of the respondent to ensure that the proposal arrives in the Finance & Administrative Services Department prior to the above stated deadline. The proposal should be delivered or sent by mail to:
 - (1) Finance & Administrative Services
RFP# 2015-1
125 S Congress Street, Suite 1600
Jackson, MS 39201
- d) The proposal must include the signature page included in this RFP (See Appendix A) and contain the signature of an authorized representative of the respondent's organization.
- e) The Secretary reserves the right to reject any and all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items bid if deemed in the best interest of the Secretary to do so.
- f) Proposals received after the stated due date and time will be rejected and returned unopened. Submission via facsimile or other electronic means will not be accepted.

10) ACCEPTANCE TIME

Proposals shall be considered valid for one-hundred and fifty (150) days following the due date, unless otherwise specified in the proposal.

11) RFB CANCELLATION

This RFP in no manner obligates the Secretary until confirmed by a written mutual lease. Progress towards this end is solely at the discretion of the Secretary and may be terminated without penalty or obligations at any time prior to the signing of a lease. The Secretary reserves the right to cancel this RFP at any time, for any reason, and to reject any or all proposals or any parts thereof.

12) REPORTS REQUIRED

Successful respondent will be required to file monthly reports with Secretary, in a format provided by Secretary. Such report shall include, but not be limited to, boat logs showing days of operation, number of trips, number of patrons, and any injuries.

13) INDEPENDENT CONTRACTOR CLAUSE

The lessee shall acknowledge that an independent contractor relationship is established and that the employees of the contractor are not, nor shall they be deemed, employees of the Secretary and that employees of the Secretary are not, nor shall they be deemed, employees of the lessee. Lessee shall be required to indemnify and hold harmless the Secretary for any acts of negligence or misconduct on the part of the lessee with regards to services provided in connection with the proposed lease.

14) LEASE CONDITIONS

- a) Lessee will transport passengers from a harbor in the Biloxi area to Deer Island State Pier and return to the harbor on a vendor-owned and United States Coast Guard licensed boat. The shuttle round trip will occur a minimum of six (6) times daily from March 1 through October 31 each year, weather permitting. Additional trips may be arranged at the Contractor's option.
- b) Lessee shall maintain a presence in a harbor located in the Biloxi area and be responsible for selling tickets for the use of the shuttle service. Lessee shall establish the charge per passenger.
- c) Lessee will have use of two designated berthing spaces at the Deer Island State Pier; one for the transport vessel to embark and disembark passengers and one for the snack bar and restroom services vessel. Lessee will pay the State as a lease payment the greater of One Dollar (\$1.00) or ten percent (10%) of gross receipts from shuttle ticket sales.
- d) Lessee will keep records of counts of passengers and make payments to the State monthly. The State will reserve the right to engage an auditor to review these records.

- e) Lessee will provide a snack bar and restroom services for Deer Island State Pier on an appropriately outfitted boat. Lessee will ensure that facilities are staffed at all times during hours when patrons have been transported to Deer Island State Pier by Lessee. Snack bar items will need to be pre-packaged.
- f) Department of Marine Resources (DMR) may impose regulations and restrictions for the use, enjoyment, and protection of Deer Island. Lessee will notify patrons of regulations for use of the island, restricted areas and other environmental issues imposed by regulations set forth by (DMR). Lessee will also participate in a program such as the Leave No Trace partnership program or similar program to help enforce this environmental effort on the island with DMR's support.
- g) Lessee will maintain the cleanliness of snack bar and restroom facilities and will comply with all safety, health, and environmental laws and regulations in disposing of all waste.
- h) Lessee **must** provide insurance and liability coverage for any and all vessels used in the shuttle service and concession and restroom facilities.
- i) In the event of a weather emergency, Lessee will be responsible for the removal of all Lessee owned boats and patrons from Deer Island State Pier to a safe harbor.
- j) All boats/vessels and operators of the boats/vessels must have proper licenses, certifications, and training for transporting passengers. (Specifics to be determined in the contract negotiations.) Any additional required licenses or permits needed for food service are the responsibility of the Lessee. All sales will be subject to normal State and Federal sales tax.
- k) Lessee will provide advertising designed to bring passengers to the shuttle service. Lessee must include a marketing proposal.

15) OTHER CONTRACT REQUIREMENTS

- d) **Award Terms:** This lease shall be awarded at the discretion of the State based on the services offered, the viability of the responders, and the capabilities and overall reputation of the respondents. Acceptance shall be confirmed by the issuance of a lease from the State.
- e) **Standard Contract:** The awarded lessee(s) will be expected to enter into a lease that is in substantial compliance with the State's standard tidelands lease agreement (see: Appendix B). Bid should include any desired changes to the standard lease. It should be noted that there are many clauses which the State cannot change. Significant changes to the standard contract may be cause for rejection of a proposal. Said lease will provide a specific location of water bottoms immediately adjacent to the Deer Island State Pier for their exclusive use in completing the terms of this contract.
- f) **The Procurement Process:** The following is a general description of the process by which a firm will be selected to fulfill this Request for Proposals.
 - i) Request for Proposals (RFP) is issued to prospective respondents.

- ii) A deadline for written questions is set.
- iii) Proposals will be received as set forth in Section 9.
- iv) Unsigned proposals will not be considered.
- v) All proposals must be received by the State no later than the date and time specified on the cover sheet of this RFP.
- vi) At that date and time the package containing the proposals from each responding firm will be opened publicly and the name of each respondent will be announced.
- vii) Proposal evaluation: The State will evaluate each proposal following the criteria set forth in section 7.
- viii) The State may request oral presentations or discussions for the purpose of clarification or to supplement the materials presented in the proposal.
- ix) The State reserves the unqualified right to reject any and all proposals when such rejection is deemed to be in the best interest of the State.

APPENDIX A: SIGNATURE PAGE

RFP # 2015-1

Provide information requested, affix signature and return this page with your proposal:

NAME OF FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____

AREA CODE/NUMBER

FACSIMILE NUMBER: _____

AREA CODE/NUMBER

E-MAIL ADDRESS: _____

**AUTHORIZED
SIGNATURE:** _____

PRINTED NAME: _____

TITLE: _____