

Request for Proposal Information

HMC Management

Issue Date: February 1, 2018

Closing Date: February 28, 2018

Contact

Contact: Jane Wooster

Phone: 253-884-9350

Email: hmcmanger@herronisland.org

Vendor Information

Firm Name: _____

Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Return Proposals by 4:30 p.m., Wednesday, February 28, 2018 to:

HMC Management

Attn: Jane Wooster

P.O. Box 119

Lakebay, WA 98349

Phone: 253-884-9350

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SUBMITTAL DUE DATE

To be eligible for consideration, three (3) copies of a contractor's response to this Request for Proposal (hereafter called "response" or "proposal") must be received by the HMC Management ("HMC"), P.O. Box 119, Lakebay, WA 98349 no later than close of business, 4:30 PM, Wednesday February 28, 2018. One electronic copy should also be forwarded to the contact person identified on Page 1. The response must be submitted in a sealed envelope with the contractor's name, Request for Proposal, and the due date clearly identified on the outside.

Please refer all pre-submission questions via email only to the HMC point of contact identified on the front page of this document.

After the issuance of this RFP, HMC may modify, supplement or amend the terms of this RFP in order to respond to inquiries received from prospective Contractors or as otherwise deemed necessary or appropriate in the sole judgement of HMC

GENERAL INFORMATION

HMC Management (a Washington State Homeowners Association) owns and manages the Herron Island ferry operations with the goals of being good financial and environmental stewards, providing safe and efficient ferry transportation, and engaging with the Herron Island community to meet their transportation needs between the island and the mainland ferry dock. Herron Island is a private community with no general public access. The M/V Charlie Wells and Herron Island ferry operations are 100% funded by the owners of the Association. No government money subsidizes the operation of our ferry system.

Herron Island is located in Case Inlet in south Puget Sound. This Pierce County island is 1.25 miles long and .50 mile across with a population of approximately 150 full time residents and a seasonal population of roughly 300-400 persons; all requiring access to and from the island via ferry.

It is HMC Management's desire and preference to retain its current ferry crew, assuming they meet the contractor's employment standards.

DESCRIPTION OF PROJECT

HMC is seeking responses from qualified firms with experience in providing ferry operation services. The Herron Island Ferry System is a private (member only) ferry operation which transports persons, vehicles (both private and commercial), and other property between the mainland ferry dock at the intersection of Herron Road and Isted Road in Pierce County and the Herron Island ferry dock, a distance of approximately one mile across Case Inlet.

Currently, HMC manages ferry operations with one 11 vehicle/44 passenger ferry that is owned by HMC, the Marine Vessel (M/V) Charlie Wells, which is powered by two John Deere 9.0L marine diesel engines of 325 hp each. The marine reduction gear is by Twin Disc Inc.; marine controls are cable operated shift; and throttle and steering is a Wagner electric controlled hydraulic steering system. The current COI requires one master with a 100-ton Inland license or better and one deck hand on each sailing.

The contractor whose proposal is selected through the process outlined herein will be awarded the exclusive right to operate the ferry service between Herron Island and the mainland using the MV Charlie Wells.

EXPECTED TERM OF RESULTING AGREEMENT

The initial contract period shall be from October 1, 2018 to September 30, 2020, unless sooner terminated as provided elsewhere in the Agreement.

The contract shall be renewed annually for two (2) additional one (1) year terms, unless either party gives notice to the other of non-renewal not less than 120 days prior to the expiration of any one year term.

Compensation shall remain fixed for the initial two-year term and will be subject to negotiation for each extension year thereafter. Failure to reach agreement to extend the contract by June 1 of each year of extension shall result in termination of the contract effective September 30 of that year.

SCOPE OF WORK INTRODUCTION

HMC's objective is to provide quality ferry service to its members at the best price. HMC is committed to safety, excellent customer service, professionalism, efficient use of resources, and effective communication.

The scope of work set out below describes the standards and practices required to operate the HMC ferry. The scope of work is outlined in the following sections:

1. Organization, Roles, Responsibilities and Communications
2. Ferry Vessel Operations
3. Dock Facility
4. Maritime Security

DEFINITIONS

Vessel: M/V Charlie Wells

Administrator: HMC Island Manager under the authority of the HMC Board of Directors

COI: Certificate of Inspection

Continuous State of Readiness: The ability to have the M/V Charlie Wells ready for service within 10 minutes.

Contractor: The successful bidder selected by HMC to operate the ferry system.

Contractor Representative: The contractor representative in charge of marine operations for the M/V Charlie Wells

Scheduled Maintenance: Preventative maintenance scheduled throughout the year to keep the vessel in good working order including USCG mandatory inspections.

I. Organization, Roles, Responsibilities, and Communication

ORGANIZATION

The Senior Captain will communicate and coordinate with the Island Manager regarding day to day ferry operations. The Island Manager is the authorized agent of HMC and acts as the agent of all Island owners.

The crew shall consist of Captains and Deckhands in compliance with the USCG Certificate of Inspection (COI) for the M/V Charlie Wells.

The contractor shall be responsible for the following:

- a. Recruit, hire, and manage staff at a level sufficient to operate the ferry, dock, terminal facilities, and any other activities required in this RFP in a safe, efficient and reliable fashion.
- b. Act as the coordinator of all ferry operations with the Island Manager. These tasks include but are not limited to customer service, interaction with vendors, and acting as HMC liaison.
- c. Provide employee schedules and weekly activities with respect to all ferry operations.
- d. Ensure that all aspects of the Services Agreement are followed.
- e. Ensure that all training and certifications required for all employees is completed.
- f. Provide the necessary information and research to aid HMC when improvements and/or repairs are needed to the ferry boat, dock or related facilities (e.g. overhaul, dry-docking, new radars, new equipment, and new equipment requirements by USCG and/other applicable agencies or regulatory bodies).
- g. Work with the HMC to develop, share, and maintain a policy and procedures manual for all aspects of the ferry system.
- h. Develop and maintain a Safety Management System specific to the M/V Charlie Wells.
- i. Perform all other duties required by the HMC in regard to ferry facility operations as requested by HMC.

COMMUNICATION

Operations

The Senior Captain will meet with the contractor's representative per an established written schedule, to review the ferry system operations for the preceding month and to discuss general operational topics.

Maintenance

The contractor's representative and Island Manager will meet according to an established written schedule to discuss outstanding vessel maintenance and repair issues, and to coordinate scheduled maintenance activities for the current month.

II. Ferry Vessel Operations

The Contractor will operate the M/V Charlie Wells, which is owned by HMC, to transport persons, vehicles, and other property between the mainland ferry dock at the intersection of Herron Road and Isted Road in Pierce County, and the Herron Island ferry dock, a distance of approximately one mile across Case Inlet.

The Contractor will operate the M/V Charlie Wells in accordance with an agreed upon schedule. Currently the M/V Charlie Wells operates under the following schedule:

HERRON ISLAND FERRY SCHEDULE													
Departure times from ISLAND (IS) AND MAINLAND (ML)													
MON		TUE		WED		THU		FRI		SAT		SUN	
IS	ML	IS	ML	IS	ML	IS	ML	IS	ML	IS	ML	IS	ML
6:15	7:00	6:15	7:00	6:15	7:00	6:15	7:00	6:15	7:00				
7:30	8:00	7:30	8:00	7:30	8:00	7:30	8:00	7:30	8:00	*7:30	*8:00	*7:30	*8:00
8:30	9:00	8:30	9:00	8:30	9:00	8:30	9:00	8:30	9:00	8:30	9:00	8:30	9:00
9:30	10:00			9:30	10:00					9:30	10:00	9:30	10:00
										10:30	11:00	10:30	11:00
12:00	12:30	12:00	12:30	12:00	12:30	12:00	12:30	12:00	12:30	11:30	12:00	11:30	12:00
								*2:30	*3:00	2:30	3:00	2:30	3:00
3:30	4:00	3:30	4:00	3:30	4:00	3:30	4:00	3:30	4:00	3:30	4:00	3:30	4:00
4:30	5:00	4:30	5:00	4:30	5:00	4:30	5:00	4:30	5:00	4:30	5:00	4:30	5:00
5:30	6:00	5:30	6:00	5:30	6:00	5:30	6:00						
6:30	7:00	6:30	7:00	6:30	7:00	6:30	7:00	6:30	7:00	6:30	7:00	6:30	7:00
								7:30	8:00	7:30	8:00	7:30	8:00
								8:30	9:00				
SUMMER SCHEDULE ONLY Apr 1—Sep 30 ADDED RUNS INDICATED BY * AND SHADING (Not available Oct 1—Mar 31)													
HOLIDAY SCHEDULES (Ferry runs start from Island)													
Thanksgiving	8:30a—9:00a		11:30a—Noon		6:30p—7:00p		Memorial Day		Same as Sunday				
Christmas Day	8:30a—9:00a		—————		6:30p—7:00p		Independence Day		Same as Sunday				
New Years Day	8:30a—9:00a		11:30a—Noon		6:30p—7:00p		Labor Day		Same as Sunday				

The existing ferry schedule has been in place for several years; however, HMC reserves the right to change the schedule as it deems fit in its sole discretion. Over the past four years ferry traffic has increased significantly during the May to September timeframe resulting in increases of up to 90 extra runs per month. As part of your proposal please submit a proposed ferry schedule that separately supports traffic volumes for both the summer and winter months. HMC will, upon request, supply usage data for the last four years to aid your analysis.

In addition to scheduled daily runs, the Contractor will operate the vessel for emergency and special runs as requested. This requires that the crew remain on the island during downtimes in contractor supplied housing.

The Contractor will also provide the crew necessary to pilot the vessel to and from the dry dock facility on a biennial basis for out-of-water maintenance.

The Contractor will safely and efficiently operate said ferry in compliance with all U.S. Coast Guard (USCG) rules and regulations, any other federal, state, and local laws and ordinances, any regulations which affect the performance of the Personal Services Agreement with HMC, and all operating procedures, terms, and conditions as set forth or referred to in that agreement.

Personnel Requirements – Ferries

The minimum crew for the M/V Charlie Wells is established as required by the USCG Certificate of Inspection (COI). The current USCG crew requirements are one Captain and one deckhand on each sailing.

Safety Provisions and Requirements

The Contractor must take all necessary measures to protect the safety of the public and/or passengers as required by the USCG 33 CFR104, Chapter 1, Subchapter H – Maritime Security Rules.

The Contractor will follow all OSHA/WISHA or USCG rules and regulations.

U.S. Coast Guard Inspections

The Contractor will coordinate and cooperate with the USCG for all inspections performed for the ferries. The Contractor will supply to the Island Manager an initial list of items on the ferry that may need repair not less than six months prior to its scheduled dry-docking along with updates as necessary to ensure Coast Guard Certification.

Accidental Spillage

The Contractor will have a Spill Prevention Response Plan and must furnish an updated copy of that plan to HMC on an annual basis. The Contractor will maintain a spill kit on M/V Charlie Wells and provide training for their staff to properly use those kits in the event of a spill. The Contractor must comply with all local, state, or federal regulations regarding spill prevention and response, fueling, and storage of any potentially hazardous materials.

The Contractor shall indemnify and hold HMC harmless from and against any and all claims, demands, causes of action, damages, liabilities, losses and expenses, and all costs of defense relative thereto, caused by or resulting from the spill or discharge of any environmental contaminant under the Contractor's control, including but not limited to any fuel or other petroleum product. The Contractor shall pay any fines, penalties, or damages for any fuel or oil spills or spillage of other contaminants as a result of his/her and/or his/her employee's negligence or inattention to duty in the operation of the M/V Charlie Wells. HMC will provide water pollution damage insurance as indicated in the section titled "Insurance Provided by HMC".

Contractor Required Reports

The Contractor will be responsible for preparing, signing and submitting the following reports to the HMC:

Vehicle Accident Report: The Contractor will submit written reports to HMC within 24 hours of any accident involving property damage or personal injury while the ferry is under their care, custody or control. The Contractor will be required to provide HMC with digital copies of photos documenting accident details.

Mechanical Breakdown Report: Any time there is a mechanical problem or breakdown on M/V Charlie Wells, the Contractor will immediately notify the Island Manager of the incident, followed by a written report within 24 hours. A mechanical problem or breakdown includes but is not limited to a breakdown of either one of the ferry's engines or propulsion system, electrical generating system, or any other system which would render the ferry compromised or inoperable. The written report shall be dated

and signed by the Contractor and shall be suitable for forwarding to the USCG if required.

Ferry Incident Report: This report must be submitted to the Island Manager within 24 hours of the incident. The incident report is to document verbal and physical altercations between passengers, between crewmembers and passengers, or between crewmembers and non-passengers. The report shall include a description of the incident, date, time, place, identity of the parties, and photos if necessary. Examples of altercations where an incident report would be required include, but are not limited to, acts of violence and aggression by passengers against other passengers or against crewmembers, acts of vandalism or juvenile delinquency, or disciplinary actions taken by crewmembers to promote passenger safety. This report does not replace proper notification of law enforcement if appropriate.

Daily Passenger Log: A daily log will be kept by the Contractor and supplied to HMC on a regular basis. RFP response should include an example of contractor's daily passenger log.

Chemical, Drug and Alcohol Testing

The Contractor will provide Pre-Employment Chemical Drug and Alcohol Testing for all crew members as well as implementing a Periodic, Random, Post-Accident and Reasonable Cause Chemical Drug and Alcohol Testing program. Notwithstanding the number of employees, the Contractor will develop and implement a chemical drug and alcohol testing program in accordance with the requirements of the USCG Federal Register 46 CFR Parts 4, 5, and 16 and 49 CFR Part 40. After signing this contract, and prior to hiring any subsequent new employees, the Contractor will certify by letter to the Island Manager within the requested timeline, that all crew members have been tested as specified. The Contractor shall annually, by November 1 of each year, certify by letter to the Island Manager that the requirement for periodic, random, post-accident, and/or reasonable cause chemical drug and alcohol testing has been completed.

The Contractor shall not engage, employ, or otherwise give a commitment of employment to any individual to serve as a crewmember unless the individual passes the chemical test for dangerous drugs.

The Contractor shall conduct chemical drug and alcohol testing in accordance with any new rules as established by the U.S. Coast Guard during the life of the resulting contract.

Other Contractor Responsibilities

The Contractor will personally supervise his/her employees to ensure that the ferry vessel is operated in a safe and efficient manner as directed by HMC and in compliance with USCG rules and regulations. The Contractor will assure that his/her employees treat the public in a courteous and helpful manner.

Loading and Unloading:

The Contractor will provide supervision and directions for safely loading and unloading all passengers and vehicles from the ferry vessels at both ferry landings.

Ticket Collection

The Contractor will be responsible for the collection of all ferry fares and tickets, ensuring that all vehicles and persons have the proper authorization to access the ferry, collecting ferry fees and counting tickets using the "Daily Passenger Log."

Mobile Phones

Contractor will provide and maintain a mobile phone on-board the vessel(s) when the vessel is in use for communication between the Captain of the vessel, the HMC Office, and the membership.

III Dock Facility

GENERAL INFORMATION

Costs to be Borne HMC – HMC will pay for the following:

- Garbage pickup
- Electrical
- Propane for dockside generators

Law enforcement, governmental agency, and emergency medical vehicles ride the ferry at no charge.

Fees, Taxes, and Accounting

Contractor shall be an independent contractor at all times and shall not be an employee of HMC. Nothing in this agreement shall be construed to exempt the Contractor from paying any Federal, State or local taxes or fees required by virtue of his/her business operation. The Contractor will be responsible for determining what taxes are applicable to the business and to pay said taxes when they become due.

IV Maritime Security

The Contractor shall comply with USCG Title 33, CFR104, Chapter 1, Subchapter H – Maritime Security rules for vessels and facilities. The Contractor's ferry captain(s) will be the vessel security officer(s) (VSO) as defined in each approved vessel's security plan. The captain(s) will assume the necessary duties and responsibilities as outlined in each approved "Vessel Security Plan" or any subsequent revisions.

The Contractor will, as outlined in the various security plans:

1. Conduct the necessary drills and exercises.
 - a. Drills are to be conducted quarterly.
 - b. Exercises are to be conducted yearly but not more than 18 months apart. Exercises will be accomplished along with HMC personnel and others as necessary.
2. Provide the necessary personnel training.
3. Provide the records and documentation.

4. Provide the “Declaration of Security.”
5. Accomplish the necessary communications.
6. Conduct the necessary security systems and equipment maintenance testing, etc.
7. Implement the necessary security measures.
8. Ensure that all restricted areas are locked.
9. Accomplish other tasks as outlined.

The contractor will notify the Island Manager concerning any replacement ferry crew previously known to or employed by HMC Management, and HMC Management reserves the right to refuse permission for those parties to operate the M/V Charlie Wells.

SPECIFIC REQUIREMENTS CONCERNING PROPOSED SERVICES

1. Describe your knowledge in marine propulsions systems and the works of such systems. As a minimum, this would include knowledge of diesel engines in 400 to 1,000 horsepower range, marine reduction systems, control systems, and marine electrical systems.
2. Describe an overview of the Contractor’s organization, including key persons, partners, and a general description of the organization and its existing operations.
3. Describe your knowledge and experience with current federal (in particular USCG), state, and local laws with respect to the ferry system. Respondents must describe their knowledge and experience with respect to USCG Title 33, CFR104 Chapter 1, Subchapter H – Maritime Security Rules for Vessels and Facilities.
4. Describe your experience in operating a car/passenger ferry or other similar system. Narrative must include dates and places where the experience was obtained and references from system owners.
5. Describe your approach to customer service with a core group of regular riders and commuters.
6. Present any initial ideas you bring to the table for optimization of the ferry system, payment system or schedule.
7. Please identify your current operational insurance coverage.

TIMELINES

1. Proposals must be received by HMC in both hard copy and electronic form not later than 4:30 p.m., 2/28/18 to be considered.
2. Proposals will be evaluated and, if multiple contractors are deemed capable of meeting the requirements, interviews may be held with the top proposers commencing on 4/1/18.
3. Proposed contractor will be required to support a community meeting of the membership to answer questions and address issues pertinent to this proposal. Approximate timeline for membership meeting is April 14, 2018.
4. The estimated date of notice of intention to negotiate a contract with the selected proposer is 5/14/2018 to be followed by a vote by the HMC Membership.
5. The estimated date of contract commencement is 10/1/18.

Contingent Membership Approval: Final authorization of this contract is contingent upon approval of the HMC Membership by way of a membership vote.

ADDITIONAL REQUIREMENTS FOR SUBMITTAL

1. Name, local address, and phone number of the firm proposed for this contract.
2. The names and number of years the firm has been in business under current or previous names or additional assumed business names.
3. The name and title of the person authorized to execute a contract on behalf of the firm with supporting documentation.
4. A statement outlining any exceptions to the HMC's requirements or clarifications to the requirements.
5. A statement describing any real or potential conflicts of interest.
6. Bid is expected to be a flat fee by the contractor listed in the scope of work above. Proposal should include a fixed monthly amount for ferry operation services to be reimbursed monthly by HMC. A high-level accounting of the major cost elements should be included with the monthly rate proposed.
7. The caption, cause number, Court, Counsel, and general summary of any litigation pending or judgment rendered within the past 5 years against the contractor.
8. Note the extent, if any, to which the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal, State or local funds, is currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any agency; has been suspended, debarred, voluntarily excluded or determined ineligible by any agency within the past 5 years; does have a proposed debarment pending; has been indicted, convicted or has a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or misconduct with the past 5 years.
9. In addition to any specific requirements requested in this proposal, the following documents must be completed and submitted with the proposal:
 - A. Signature Page for Proposal Required
10. Current Dun and Bradstreet submittal

EVALUATION CRITERIA

Matters relating to the applicant's qualifications to meet HMC's needs will receive the highest priority in evaluation. Matters relating to the means of meeting those needs described

in the proposal will be considered secondary. Actual prices may be used to select successful offers, and alternative pricing methods and flexibility offered by a contractor for use in negotiation of a resulting contract may be considered in evaluation. After a proposal is selected, HMC expects to negotiate the details of work to be performed based upon the proposal and HMC's needs and appropriate pricing of selected tasks.

Firms will be evaluated on the following criteria:

1. The ability of the firm to service this account based on the contemplated scope of work and volume of business.
2. The experience of the firm, length of time in business, creditworthiness, and other matters relating to relevant experience.
3. Experience of the individuals assigned to this account.
4. Appropriateness and flexibility of pricing arrangements.
5. References submitted with the proposal.
6. The firm's approach to this work, including compliance with requirements, innovative offerings, services offered and other related matters.
7. Other information as appropriate.

GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to all proposals to provide services to HMC:

1. HMC expressly reserves the following rights:
 - a. To reject any and/or all irregularities in the proposals submitted, and/or waive any technical non-conformance with the terms of this RFP.
 - b. To reject any or all proposals or portions thereof.
 - c. To base awards with due regard to quality of services, experience, compliance with specifications, and other such factors as may be necessary in the circumstances.
 - d. To make the award to any bidder or combination of bidders whose proposal(s), in the opinion of HMC, is in the best interest of HMC.
 - e. To change or alter the schedule for events called for in the RFP upon the issuance of notice to all prospective bidders who have received a copy of this RFP.
 - f. To conduct investigations of any or all bidders, as HMC deems necessary or appropriate, to clarify or confirm information provided as part of the proposal, and/or to request additional information as deemed necessary.
 - g. To suspend or terminate the procurement process described in this RFP at any time and in its sole discretion. If terminated, HMC may determine to commence a new procurement process or exercise any of the rights provided under applicable law without obligation to the bidders.

HMC shall not be under any obligation to complete all or any part of the procurement process described in this RFP.

2. All proposals must be sealed in an envelope or appropriate packaging and addressed as requested in the RFP. The name and address of the vendor must appear on the envelope. The outside must state the RFP title and the RFP due date and time.
3. The RFP must be signed with ink by an authorized individual of the company empowered to act in that capacity before a contract will be negotiated.
4. All documents, reports, proposals, submittals, working papers, or other materials prepared by the Contractor pursuant to this proposal shall become the sole and exclusive property of HMC and not the property of the Contractor. The Contractor shall not copyright, or cause to be copyrighted, any portion of said items submitted to HMC because of this solicitation.

REQUIRED SIGNATURE PAGE FOR PROPOSAL

CERTIFICATION

I _____, the undersigned and authorized agent for the proposed contactor/vendor, having carefully examined the Request for Proposal, propose to furnish services in accordance therewith as set forth in the attached proposal.

I further agree that this proposal will remain in effect for not less than sixty (60) calendar days from the date that the proposals are due, and that this proposal may not be withdrawn or modified during that time.

Being first duly sworn, on my oath, I hereby certify that this proposal is genuine and not a sham or collusive proposal, or made in the interests or on behalf of any person not therein named; I have not directly or indirectly induced or solicited any Contractor or supplier on the above work to put in a sham proposal or any person or corporation to refrain from submitting a proposal; and that I have not in any manner sought by collusion to secure to myself an advantage over any other contractor(s) or person(s).

In order to induce the HMC to consider this proposal, the proposer irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to Pierce HMC, and proposer further promises that it will not in the future directly or indirectly induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to Pierce HMC.

Name: _____

Signature

By: _____

Its: _____

Notary

State of Washington

SS

County of _____

Subscribed and sworn before me this ____ day of _____, 2018.

Notary Public in and for the State of _____
Residing at _____
My commission expires _____

THE SIGNATURE PAGE MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE PROPOSAL.