



City of Kirkland

Request for Proposal

Commercial Tourism Use of 2nd Ave South Pier Job # 46-18-PK

Issue Date: November 2, 2018
Due Date: November 26, 2018 – 5:00 p.m. (Pacific Time)

REQUEST FOR PROPOSALS

Notice is hereby given that proposals will be received by the City of Kirkland, Washington, for:

Commercial Tourism Use of 2nd Ave South Pier

File with Purchasing Agent, Finance Department, 123 - 5th Ave, Kirkland WA, 98033

Proposals received later than **5:00 p.m. November 26, 2018 will not** be considered.

A copy of this Request for Proposal (RFP) may be obtained from City's web site at <http://www.kirklandwa.gov/>. Click on the Business tab at the top of the page and then click on the Request for Proposals link found under "Doing Business with the City".

The City of Kirkland reserves the right to reject any and all proposals, and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

A Service Provider response that indicates that any of the requested information in this RFP will only be provided if and when the Service Provider is selected as the apparently successful Service Provider is not acceptable, and, at the City's sole discretion, may disqualify the proposal from consideration.

The City of Kirkland assures that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Kirkland further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, the Service Provider(s) ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

Dated this 2nd Day of November, 2018

Greg Piland
Purchasing Agent

Background Information

The City of Kirkland is located on the eastern shore of Lake Washington. It is a suburban city, surrounded by other suburban cities and pockets of unincorporated King County. The City is near several major transportation routes including Interstate 405, State Route 520, and Interstate 5. These routes connect the City economically and socially to the greater Seattle area.

At the time of incorporation in 1905, the City of Kirkland's population was approximately 530. The current estimated population is 87,240. Kirkland is the thirteenth largest city in the State of Washington and the sixth largest in King County.

Since its incorporation, Kirkland has grown in geographic size to eighteen square miles - approximately twenty times its original size. This growth occurred primarily through the consolidation of the cities of Houghton and Kirkland in 1968, the annexations of Rose Hill and Juanita in 1988 and the annexation of North Juanita, Finn Hill, and Kingsgate areas in 2011.

Purpose and Background

This REQUEST FOR PROPOSAL (RFP) represents a publicly advertised and competitively awarded solicitation by the City of Kirkland, Department of Parks and Community Services, for a business to moor an operation of commercial, recreational, charitable, or educational tourism use of a portion of the City of Kirkland 2nd Avenue South pier. The Department is seeking and will select a company that best demonstrates the ability to safely utilize the dock while providing innovative, affordable and reliable products and services to tourists and the Kirkland community, while paying a reasonable fee to the City of Kirkland.

Tenant improvements may be considered depending on the extent of the improvement, integrity of the pier, the usefulness and community benefit of the improvement.

Performance Schedule

Agreement(s) awarded will be for a one year term, January 1, 2019 to December 31, 2019, with an option by the City to extend the agreement on an annual basis for a total of three years (through 2021).

The Department reserves the right to approve or disapprove any proposed business activity. The City of Kirkland will not be liable for any expense or cost associated with the preparation and/or submittal of a Vendor's response to this RFP.

If you are awarded an Agreement, agreement rights may NOT be sold, transferred or given to anyone else. You must operate the agreement awarded to you.

Scope of Work

Occupy a portion of 2nd Ave South pier with a business providing commercial, recreational, charitable or educational tourism activities that appeal to the Kirkland residential and business community and draw out-of-town visitors. Tourism activities may not include public commuter use or operations solely for personal pleasure.

The City of Kirkland 2nd Ave South pier is located within Moss Bay of Lake Washington at 203 2nd Avenue South, Kirkland. All applicants are encouraged to visit the site prior to submitting a proposal. The northeast section of the 2nd Ave South dock related to this Request for Proposal is highlighted here. The space available is the first six slips, approximately 200 linear feet on the north side of the dock.



It is the responsibility of the applicant to visit the site and verify site is adequate to safely support the equipment and services intended to operate. Any suggested modifications or improvements to the dock shall be at the sole expense of the successful bidder and will require advance written approval from the City of Kirkland Parks and Community Services Director. Desired tenant improvements must be included with response as outlined in Submittal Requirements section below.

In consideration for the right and privilege to conduct business at the City of Kirkland 2nd Ave South dock, the bidder must agree to pay the City of Kirkland an annual fee.

Contract Requirements and Fees

If your proposal is accepted, the following fees and requirements will be due upon award, prior to issuance of a contract:

1. Compliance with Law/City of Kirkland Business License

- Contractor must obtain and provide a copy of a City of Kirkland Business License and otherwise comply with Kirkland Municipal Code Chapter 7.02.
- The Contractor shall comply with all applicable State, Federal and City laws, ordinances, regulations, and codes, including those applicable to the City of Kirkland commercial tour boat pier, its utilization, and boats or vessels mooring thereto. Said rules and regulations are codified in Chapter 14.36 of the Kirkland Municipal Code.

- All vessels must comply with applicable city, state and federal laws, such as regarding noise levels; vessel registration and licensing of crew; and safety regulations.
- Contractor must provide a U.S. Department of Homeland Security U.S. Coast Guard Certificate of Inspection for all vessels and crew credentials.

2. Insurance

- Contractor shall obtain and maintain for the duration of this agreement, policies of comprehensive marine and/or general liability insurance with limits set in KMC 14.36.170 (currently combined single limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate) with an insurer having no less than an A.M. Best rating of A VII and authorized to do business in the State of Washington. A \$2,000,000 products/completed operations aggregate is required for contractors that prepare food. The insurance policy shall be written on an occurrence basis. The City shall be named as an additional insured and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. Certificate of insurance shall be filed with the City prior to vendor providing services.

3. Health Permit

- It will be the contractor's responsibility to contact, arrange and comply with specific Seattle-King County Health Department requirements. A copy of a current Seattle-King County Health Department permit must be provided prior to commencing operations.

4. Contract Agreement (Not Lease)

- The successful bidder understands and agrees that the City of Kirkland Parks and Community Services Department will only grant space by the contract, and not lease. Contract(s) will only confer permission to occupy and use the premises for described purposes. A successful bidder's expenditure of capital and/or labor in the course of use and occupancy will not confer any interest or estate in the premises by virtue of said use, occupancy and / or expenditure of money thereon. The City of Kirkland Parks and Community Services Department will only grant successful bidders ("Contractors") an individual, revocable and non-transferable privilege of use on the premise for the concession granted. A sample, "Agreement for Use of the 2nd Avenue South Pier" is included for review.

5. Payment

- In consideration for use of the section of commercial tour pier, the awarded bidder shall pay the City of Kirkland annually for the term of the Agreement an amount to be proposed by the bidder and agreed to by the City of Kirkland, with payment due on or before January 10 each year of the Agreement.

Submittal Requirements

Proposals should be prepared simply, providing straight forward, concise descriptions of the applicant's capabilities to satisfy the requirements of the request.

Proposals must include the following:

1. A description of qualifications, including:
 - Business experience
 - How long in business
 - Description(s) of business(es)
 - Number of employees; and
 - Any bankruptcy notices or filings.
2. A business plan, including:
 - A complete description of proposed business operations and services to be provided
 - Detailed information on the Contractor's proposed fee schedule for items and/or services proposed and any variation for non-routine services, inclusive of Washington State sales tax; leasehold excise tax and any other applicable governmental charges.
 - A statement outlining how the contractor will document and report revenues and expenditures;
3. Tenant improvements:
 - Improvements may be considered depending on the integrity of the pier, the usefulness and community benefit.
 - Submit proposals for building or dock improvement or building or dock development for the site (or both). Include visual concepts or drawings to guide us through your proposal. Technical designs and plans are not needed at this time.
 - Note any modifications or improvements required either by King County Public Health, environmental approvals, the City of Kirkland Planning and Building Department, etc. Any modifications or improvements desired by the bidder shall be installed at the sole expense of the bidder and requires advance written approval from the Kirkland Parks and Community Services Department. It is the responsibility of the bidder to obtain all applicable permits needed to install any modifications or improvements. The modifications and improvements shall become the property of the City of Kirkland upon completion of installation; provided the bidder shall be entitled to utilize the modifications and improvements in accordance with this Agreement while this Agreement is in effect.
4. Proposed fee to be paid to the City:
 - Please detail the monthly moorage schedule for the 200 linear feet of dock space included in this Agreement to be paid to the City.
5. Examples of relevant projects:
 - Provide information about similar projects or clients for whom you have completed projects with or provided similar operations and services.
6. References:
 - Please provide three Business/Financial references
 - Please provide three Client references
 - References could include financial institutions, suppliers, insurance companies, clients, etc. Do not use the same references for both Client References and Business References.

Proposal Submittal Instructions

Please note: The following general requirements are mandatory for all proposals. Proposals submitted after the deadline date and time or lacking one or more of the following requirements will not be accepted.

1. All proposals sent electronically must be in the form of a PDF or MS Word document and cannot exceed 20MB.
2. If paper proposals are being submitted, they must consist of one original and one copy.
3. Please include your name, business name, business address, email address, phone number and fax number.
4. All proposals must include the legal name of the organization, firm, individual or partnership submitting the RFP. Include the address of the principle place of business, phone numbers and primary contact person.
5. The proposal must be signed by an official who is legally authorized to bind the organization.
6. Complete, sign and submit all RFP forms provided by the Department.
7. To be evaluated, a proposal must address all requirements and instructions contained within.
8. Provide all references and materials required by the RFP instructions within.

Questions: Questions regarding the scope of work or evaluation process must be submitted in writing and should be addressed to Nicci Osborn, Program Coordinator, at nosborn@kirklandwa.gov. Questions regarding the RFP process should be addressed to Greg Piland, Purchasing Agent, at gpiland@kirklandwa.gov.

Submittal Instructions: Proposals must be received by no later than 5:00 p.m. on Monday, November 26, 2018.

We encourage proposals to be submitted by email. Emailed proposals should include, "Commercial Tourism Use of 2nd Ave South Pier" in the subject line and be addressed to purchasing@kirklandwa.gov. Emailed proposals must be in MS Word or PDF format and cannot exceed 20MB.

As an alternate to email, proposals (original and one copy) can be mailed or delivered to:
City of Kirkland
ATTN: Greg Piland – 46-18-PK
123 5th Avenue
Kirkland, WA 98033

Submittal Deadlines

The Department's schedule for review of the RFP submittals and final selection of the Contractor is as follows:

| | |
|--------------------------------|--|
| November 2, 2018 | RFP Packages Available |
| November 16, 2018 | Deadline for questions: 5:00 p.m. |
| November 21, 2018 | Answers to questions posted |
| November 26, 2018 | Request for Proposal Submittals Deadline: 5:00 p.m. |
| November 26 – December 5, 2018 | Evaluation Period – may include interviews |
| December 14, 2018 | Contract Awarded |

Selection Criteria

A panel of City staff will review the qualified bids and qualifications as submitted in this RFP process. The panel will score the RFP submittals, determine the highest qualified applicants, conduct interviews as necessary, and make a final recommendation to the Parks and Community Services Director regarding the award.

Selection Process

A selection committee will review all proposals, select finalists and may conduct interviews prior to making the final selection of the consultant. The City reserves the right not to award any portion or all of the project if it finds that none of the proposals submitted meets the specific needs of the project.

Prior to the commencement of work, the City and the selected consultant will meet to settle contract details. A letter notifying the consultant of the City's award will constitute notice to proceed. The City is not responsible for any costs incurred by the consultant in the preparation of the proposal. Once submitted to the City, all proposals will become public information.

Contract

The Consultant and the City will execute an Agreement for Use of the 2nd Avenue South Pier (Attachment A).

Cooperative Purchasing

Chapter 39.34 RCW allows cooperative purchasing between public agencies in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City may purchase from City contracts, provided that the consultant agrees to participate. The City does not accept any responsibility for contracts issued by other public agencies, however.

Public Disclosure

Once submitted to the City, proposals shall become the property of the City, and all proposals shall be deemed a public record as defined in "The Public Records Act," chapter 42 section 56 of the RCW. Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the proposer, or is any way contrary to state public disclosure laws or this RFP, could be removed from consideration. The City will not accept the liability of determining what the proposer considers proprietary or not. Therefore, any information in the proposal that the proposer claims as proprietary and exempt from disclosure under the provisions of RCW 42.56.270 must be clearly designated as described in the "Proprietary Material Submitted" section above. It must also include the exemption(s) from disclosure upon which the proposer is making the claim, and the page it is found on must be identified. With the exception of lists of prospective proposers, the City will not disclose RFP proposals until a bid selection is made. At that time, all information about the competitive procurement will be available with the exception of: proprietary/confidential portion(s) of the proposal(s), until the proposer has an adequate opportunity to seek a court order preventing disclosure. The City will consider a proposer's request for exemption from disclosure; however, the City will make a decision predicated upon RCW 42.56.

Attachment A

Sample Agreement – Agreement for Use of the 2nd Ave South Pier

SAMPLE AGREEMENT FOR USE OF THE 2nd AVE SOUTH PIER BETWEEN THE CITY OF KIRKLAND AND _____

This Agreement is made and entered into by and between the City of Kirkland (City), a municipal corporation, and _____, whose address is _____.

GRANT OF COMMERCIAL DOCK USE

In consideration of the fees and agreements herein agreed to by _____, the City hereby grants _____ permission to moor _____ on the north east of the City's 2nd Ave South Pier, located within Moss Bay on Lake Washington, the 2nd Avenue South right-of-way, at 203 2nd Avenue, South, Kirkland, subject to the following terms and conditions.

_____ acknowledges the use of their vessel shall be for the express purpose of _____ and no public commuter use is allowed from the commercial tour dock under this agreement.

_____ shall not place any type of signage or advertisement without written permission and any required permits from the City. Any expense for such signage or advertisement will be at _____ sole expense.

Both parties agree the City of Kirkland is not a co-sponsor of _____ activities.

COMPENSATION

In consideration for this permit, _____ shall pay the City _____ monthly (or annually – terms to be determined) for the term of this Agreement with payment due monthly on or before the 10th (or by January 10, 2019 for annual payment).

TERM OF AGREEMENT

The term of this agreement shall be for the period beginning January 1, 2019, ending December 31, 2019 with an option by the City to extend this agreement once per year for one year increments through 2021. Each notice of extension must be given in writing not less than 30 days before the beginning of the renewal term.

LICENSING AND PERMIT REQUIREMENTS

_____ shall, at its own expense, obtain all necessary licenses and permits for the operation hereunder from appropriate local, regional, state and federal agencies. _____ shall obtain a City of Kirkland Business License.

Any modifications or improvements to the point of sales area or business operations areas required by King County Public Health or the City of Kirkland, etc., or any modifications or

improvements desired by _____ shall be installed at the sole expense of _____ and will require advance written approval from the City of Kirkland Parks and Community Services. It is the responsibility of _____ to obtain all applicable permits needed to install the modifications or improvements. The modifications and improvements shall become the property of the City of Kirkland upon completion of installation; provided _____ shall be entitled to utilize the modifications and improvements in accordance with this Agreement while this Agreement is in effect.

INDEPENDENT CONTRACTOR

It is understood and agreed that this is not a contract of employment and _____ is an independent entity with respect to the business hereunder. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Any assistants or other help used by _____ are the employees of _____ and in no manner employees of the City. _____ shall be responsible in full for any payment due its employees, including workers compensation and related costs.

INSURANCE

_____ shall obtain and maintain for the duration of this Agreement, policies of comprehensive marine and/or general liability with combined single limits of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate with an insurer having no less than an A.M. Best's rating of A VII and authorized to do business in the State of Washington. A \$2,000,000.00 products/completed operations aggregate is required for contractors that prepare food. The insurance policies shall be written on an occurrence basis. The City shall be named as an additional insured and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. Certificate of Insurance shall be filed with the City prior to the Concessionaire providing services.

HOLD HARMLESS/INDEMNIFICATION

_____ shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of Concessionaire in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

TERMINATION OF AGREEMENT

Each and all of the terms and conditions herein set for and contained are expressly made terms, covenants, agreements and conditions thus a breach of any one of them by Concessionaire shall constitute a breach of this agreement. In the event _____ shall fail to comply with any of the terms, covenants, agreements and conditions of this Agreement, or in the event _____ violates any local, City, County, State or Federal laws, in connection with the operation hereunder, upon giving _____ ten days advance written notice, the City may terminate this Agreement as provided herein. Provided, the Parks Director may order _____ to cease operations hereunder immediately at any time should the Parks Director determine the operation is detrimental to public safety, health or welfare. In the event of termination of this

Agreement all the rights, licenses and privileges herein contained shall be terminated and _____ shall have no further rights hereunder, and it shall be lawful for City immediately thereafter to remove all property of _____ from said premises.

In addition, either party may terminate this Agreement, without cause, upon 365 days written notice to the other party. In the event of termination of this Agreement, all of the rights, licenses and privileges conferred by this Agreement shall be terminated on the effective date of termination, and _____ shall have no further rights under this Agreement and it shall be lawful for the City immediately thereafter to remove all property of _____ from the premises. If this Agreement is terminated early any full months remaining in the current year will qualify for a prorated refund.

EXTENT OF AGREEMENT/MODIFICATION

This agreement, together with all attachments and addenda, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by written instrument properly signed by both parties hereto.

SUCCESSORS AND ASSIGNS

_____ shall not assign any of its obligations under this Agreement without the prior written consent of the City.

NONDISCRIMINATION

_____ shall, in employment made possible or resulting from this Agreement, ensure there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

In witness whereof, the parties hereto have executed this Agreement on the dates written below:

BUSINESS NAME

CITY OF KIRKLAND