



MUNICIPALITY OF SKAGWAY
GATEWAY TO THE KLONDIKE
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February 13, 2024
Request for Proposals
Tour Broker Operation

The Municipality of Skagway is requesting proposals for the operation of a tour brokerage system for the visitor industry in Skagway, Alaska. The broker shall use business sites located on Municipal land on Broadway Street and the Ore Dock. The successful broker will be required to sell to Skagway visitors locally provided tour products, including but not limited to bike, helicopter, horse, bus/van, etc., offered by interested companies.

The Municipality of Skagway will lease to the successful proposer the buildings located at Broadway Street and the kiosks located on the Broadway Dock and Ore Dock. These structures are located in the areas identified on Attachment A. The successful bidder is required to confirm the suitability of the facility and access to utilities to successfully operate a tour broker business in Skagway. Additionally, the successful bidder is required to outfit the structures with the necessary equipment and supplies to conduct a tour brokerage business in Skagway. All utilities shall be paid by the successful broker.

The following conditions shall apply to the successful broker:

- The contract shall be a 3-year term. The contract period shall commence on April 15, 2024, and terminate on October 31, 2027, but will be evaluated on a yearly basis. The Municipality reserves the right to cancel the contract at its discretion.
- The first year of the broker contract shall be non-transferable.
- Proposer may not operate or have any interest in any tour product sold in Skagway.
- Broker must remit at least one-percent (1%) of gross revenue to the Municipality annually.
- Broker may not charge more than a 25% commission rate to all tour vendors, regardless of the tour.
- Interested tour companies that wish to use the brokerage system must sign a contract with the broker, which must be available upon request by the Borough Manager or the Tourism Director.
- The successful broker may not refuse to sell any interested company's local tour product.
- Proposer must have a proven ability to represent all products equally and fairly.
- All forms of outcry shall be prohibited and shall be considered a violation of the broker's contract.
- Broker must agree to pay market rent on the leased uplands and improvements as established by a commercial appraiser.

- Broker will be responsible for collecting and submitting the appropriate sales tax to the Municipality of Skagway for all tour products sold through the brokerage system.
- Broker shall have staff present at the Ore and Broadway locations when a ship is at the respective dock each day starting at 7:00 A. M. until 90% of available tours have departed - or until the ship departs, whichever is earlier.

The Proposer must provide information on their financial resources showing they have the ability to perform under the contract in a satisfactory manner. Acceptable financial responsibility may be established by copies of audited financial statements, balance sheets, bank references, a recent submission to a recognized financial institution, or similar document for each of the past two (2) years, and other related financial information that the Proposer deems relevant to the project.

If a Proposer deems such information to be confidential or proprietary in nature, the Proposer shall place this portion of its proposal in a separate envelope clearly and prominently marked "Proprietary Information." The Municipality of Skagway shall not disclose or reveal the contents of the proprietary information unless required to do so by law.

Selection Criteria

The basis for selection of the successful Proposer will be based on the following scoring criteria:

- Percentage of gross revenue paid to the Municipality 25 points
- Experience with tour brokerage systems 25 points
- Familiarity with the community of Skagway 25 points
- Familiarity with Skagway tour products 25 points

Proposals must be sealed and clearly labeled with Proposer’s name and titled “**Tour Vendor Broker Proposals 2024,**” and are due by **2:00 p.m., March 1, 2024** at the address listed above, or delivered directly to the Municipal Offices on 7th and Spring Street. Faxed or emailed proposals will not be accepted. Proposers are responsible to ensure delivery prior to deadline. Only proposals received prior to the date, time and received at the location specified will be considered.

General Conditions and Notices

Proposal Evaluation/Award: The Municipality reserves the right to reject any or all proposals received for any reason if it is in the best interest of the Municipality. The Municipality reserves the right to waive minor informalities and irregularities of proposals received if it is in the best interest of the Municipality. The Municipality reserves the right to not go forward with the project after receiving bids. The project may be cancelled in whole or in part in the sole discretion of the Municipality.

Proposal Package Fee: There is not a fee for this proposal package.

Submittal Deadline and Location: Proposers are responsible for assuring delivery prior to deadline. Only proposals received prior to the date, time and received at the location specified shall be considered. Faxed or emailed proposals will not be accepted.

Proposals to Remain Open: The Proposers shall guarantee the proposal for a period of sixty (60) calendar days from the date of the proposal opening.

Beginning of Work: Work may begin upon signing the Professional Services Agreement and after receiving the Notice of Award and the Notice to Proceed from the Municipality.

Delays Beyond Proposers Control: Bidders are expected to be familiar with the potential extreme and challenging weather conditions in Skagway, Alaska, and the Municipality will assume all bidders have considered weather in preparing their bids.

Insurance & Indemnification: No contract for services shall be issued or continued unless there is presented to the Municipality of Skagway a certificate of insurance showing that the business owner/operator has obtained at least two million dollars (\$2,000,000.00) general liability insurance and two million (\$2,000,000.00) of professional liability errors and omissions insurance and professional pollution liability. Proof of such insurance shall be provided to the Municipality as a condition of entering the contract. Failure to maintain such insurance shall constitute a material breach of contract. The certificate of insurance must establish that the Municipality is named as an additional insured on such policy, and that the insurer thereof shall notify the Municipality twenty (20) days before the policy is canceled or terminated. Additionally, the Proposer shall execute an instrument under the terms of which the Proposer will agree to indemnify, defend and hold harmless the Municipality of Skagway from any and all claims for injury or damage, including death, to persons or property as a result of the holder's activities.

Proposer shall provide Worker's Compensation Insurance in compliance with the laws of the State of Alaska, AS 23.30et seq., and federal jurisdiction where the work is being performed.

Responder's Responsibility: Responding Proposers have the responsibility of understanding what is required by this solicitation. The Municipality shall not be held responsible for any firm's lack of understanding. Should a firm not understand any aspect of this solicitation or require further explanation or clarification regarding the intent or requirements of this solicitation; it shall be the responsibility of the proposing firm to seek guidance from the Municipality. Requests for information will be done in writing and directed to manager@skagway.org and contracts@skagway.org by **4:00 p.m. on Friday, February 23, 2024**. Further, by submitting a proposal in response to this solicitation, a firm certifies that it has thoroughly read and understands this solicitation in its entirety and has submitted the proposal in agreement with the terms and conditions of this Request for Proposals.

Addenda: The Municipality will make a reasonable effort to provide all addenda to Proposers when issued. Addenda may be issued by any reasonable method such as by email and will be located at the borough website, www.skagway.org. It is the Proposers responsibility to ensure receipt of all addenda. No claim or protest will be allowed based on the Proposers allegation that the Proposer did not receive all the addenda.

Cost Incurred in Proposal Preparation: No contract shall be in effect until the Municipality executes a written agreement. The Municipality is not liable for any cost incurred by any Proposer

in the response to this solicitation, including any work done, even in good faith, prior to the execution of a contract.

Proprietary Information: Proposers shall not include proprietary information in proposals if such information should not be disclosed to the public. Any language with a submittal purporting to render all or portions of a proposal confidential will be disregarded.

Minor Informalities: The Municipality reserves the right to waive any minor informality, negotiate changes or reject any and all proposals and to not award the proposed contract, if it is in the Municipality's best interest. "Minor informalities" means matters of form rather than substance which are evident from the submittal or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Proposers.

Receipt and Proposal Opening: The Municipality must receive all proposals including any amendment or withdrawal prior to the scheduled time for submitting proposals. Any proposal, amendment, or withdrawal, which has not been actually physically received by the Municipality prior to the scheduled time for submitting proposals, shall not be considered. No responsibility shall be attached to any officer, employee or agent of the Municipality for the premature opening of, or failure to open, a proposal improperly delivered, addressed or identified.

Until the award of a contract, the Municipality reserves the right to reject any or all proposals, to waive technicalities or to advertise for new proposals without liability against the Municipality. Receipt of proposals will be publicly acknowledged at the submittal deadline and location.

Disqualification of Proposers: Any Proposer may be disqualified for the following reasons:

- More than one proposal for the same work from an individual, firm, or corporation under the same or different name. (A party that has quoted prices to a Proposer is not disqualified from quoting prices to other Proposers or from submitting a proposal directly for the project).

Rejection of Proposals: The Municipality reserves the right to reject any and all proposals. The Municipality reserves the right to reject the proposal of any Proposer who has previously failed to perform properly on any contract or project or failed to complete any contract or project on time, or required amendments to its original scope of work to complete a project. The Municipality reserves the right to reject the proposal of any Proposer who is not, in the sole opinion of the Municipality, in a position to perform the contract or whose proposal does not appear to assure services through the completion of the project; and to reject a proposal as non-responsive where the Proposer fails to furnish the required documents, fails to complete the required documents in the manner directed, or makes unauthorized alterations to proposal documents.

Non-Responsive Proposals: Proposals shall be considered non-responsive and shall be rejected if there are unauthorized additions, conditional or alternative proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

Documents for Successful Proposer: Prior to contract execution and Notice to Proceed, the successful Proposer shall complete and submit the following documents within seven (7) days following Notice of Intent to Award, as well as any other documents that may be requested by the Municipality.

- Proof of Insurance
- Copy of State and Municipal Business Licenses

Award and Execution of Contract: All Proposers will be notified of the Municipality's Intent to award the contract by e-mail or fax and the successful Proposer will be requested to execute the project documents that shall include the Professional Services Agreement. No contract shall be considered as effective until it has been fully executed by both parties (Proposer and Municipality).

Failure to Execute Contract: Failure of the successful Proposer to execute and return the Professional Services agreement and other contract documents within seven (7) days after receipt of the Municipality's Notice of Intent to Award, will be, in the sole discretion of the Municipality, cause for the rejection of the award. Award may then be made to the next lowest responsive, responsible and qualified Proposer, or the work may be re-advertised, in the sole discretion of the Borough Manager. Except for the fee, which may be subject to negotiation in accordance with Section 4 above, the Municipality will not negotiate any other section, clause, provision or condition in the Professional Services Agreement attached to this RFP as Attachment B.

If the Municipality does not execute the contract agreement within thirty (30) days following receipt from the Proposer of all required documents executed for the award of the contract, the Proposer shall have the right to withdraw its proposal without penalty. If the Proposer fails to withdraw its Proposal in accordance with this provision, the Proposer remains obligated to accept the award for the full sixty days that it guaranteed its Proposal upon submission.

Ownership of Proposal Submittals: Once proposals are received, they become the property of the Municipality, and shall not be returned. Proposals may be withdrawn by submitting a written withdrawal request to the same address to which the proposal was submitted if the request is received by the Municipality one (1) hour prior to the deadline for submitting proposals.

Proposers are responsible to assure delivery prior to deadline. Only Proposals received prior to the date, time and received at the location specified will be considered. The Municipality of Skagway is not responsible for any costs incurred in the preparation of proposals. The Municipality reserves the right to reject any or all proposals. The Municipality reserves the right to cancel the project, delay the project, or decide not to fund the project, all in its sole discretion.

The Municipality of Skagway is an equal opportunity employer.

ATTACHMENT A



Ore Dock

Broadway Dock

Broadway



ADDENDUM NO. 1

SKAGWAY TOUR BROKER OPERATION Request for Proposals (RFP)

ADDENDUM NO.: ONE

CURRENT BID SUBMISSION DEADLINE:

March 1, 2024

2:00 p.m. Local Time

PREVIOUS ADDENDA: NONE

ISSUED BY: Municipality of Skagway
P.O. Box 415
Skagway, Alaska 99840

DATE ADDENDUM ISSUED: **February 22, 2024**

The following corrections, changes, additions, deletions, revisions, clarifications, and responses to technical questions submitted by the deadline are hereby made a part of the documents for the Municipality of Skagway Tour Broker Operation RFP dated February 13, 2024. In case of conflicts between this Addendum and previously issued documents, this Addendum shall take precedence. The Municipality will not respond to technical questions received after the deadline of February 23, 2024. The following items of the RFP and Contract are modified as herein indicated. All other items remain the same.

CLARIFICATIONS:

- 1. The Contract on page one says (3) year term. Section (2) Attachment B says (4) years. These should be lined up, correct?**

The RFP proposes a contract that expires on October 31, 2027. The sample contract is a draft and will be adjusted as needed after the RFP is awarded.

- 2. Percentage of gross revenue paid to The Municipality (25) points. If the City Assessor determines Market Value of our rent and you are requiring 1% gross revenue (page 1), Our rent is predetermined. So, do all bids get 25 points for being required to pay the same rent? Or are we paying another % on top of that? Is the city assessor going to be able to determine rent before we start? So, our rent can't be determined before this bid closes?**

The RFP requires at least 1% of gross revenue. Proposers may choose to propose to remit more than 1% of gross revenue. Market rent will be the same regardless of who is the successful proposer. The remittance of the percentage of gross revenue is separate from the determination of market rent. We have requested an updated appraisal that determines market rent for the RFP locations.

Total number of pages contained within this Addendum: **1**