

July 28, 2022

REQUEST FOR PROPOSALS



CITY OF
WATERVLIET

2 Fifteenth Street Watervliet,
New York 12189
tel 518.270.3800

PROJECT:

WATERVLIET HUDSON SHORES PARK DOCK OPERATIONS
2 Selke Drive, Watervliet, NY 12189

A. PURPOSE

The City of Watervliet is requesting proposals from a business or non-profit organization to moor at the City of Watervliet dock space for an operation of commercial, charitable, or educational use. The dock will be approximately 160 feet, located on the Hudson River and accessible from the Hudson Shores Park, located at 2 Selke Drive, Watervliet, NY 12189.

The City of Watervliet is seeking a creative charter services company that best demonstrates the ability to safely utilize the commercial dock while providing affordable and reliable products and services to tourists and City of Watervliet residents, while paying a reasonable fee to the City of Watervliet.

The lease period is anticipated to begin as soon as an Agreement is signed, and the docks are procured and installed. The lease will be a three-year term with an optional two-year extension. Each proposal must clearly identify the intended use and the amount of space needed for operations.

B. SITE INFORMATION

The City of Watervliet, recognized as one of the most popular and desirable tourist destinations in the State of New York, is excited to develop a business agreement with a charter boat service that intends to benefit tourist and residents in exploring all uses of the Riverfront.

All applicants are encouraged to visit the site prior to submitting a proposal. A "ticket kiosk" is not included as a part of the commercial dock lease. Commercial operations shall not affect public use of the docks adjacent to the commercial dock or the public's use of the Hudson Shores Park.

C. COMMUNITY DESCRIPTION

The City of Watervliet is located in eastern Albany County, approximately 6 miles north of Albany, on the western shore of the Hudson River. The City of Watervliet encompasses 1.5 square miles and includes a population of roughly 10,375 people.

D. KEY EVENTS AND DATES

<u>Event</u>	<u>Date</u>
Issuance of RFP	07/28/2022
Deadline for RFP Questions	08/09/2022
Post Responses to RFP Questions Proposal	08/12/2022
Due Date	08/17/2022 - 4pm
Interviews/Presentations (not earlier than)	08/19/2022
Notice of Award (not earlier than)	TBD

E. MINIMUM REQUIREMENTS

All Proposers responding to this Request for Proposal (RFP) shall meet the following minimum requirements:

- Insurance – Lessee shall maintain a commercial liability insurance that lists the City of Watervliet as an additional named insured. Lessee's policy of insurance must be for one million dollars (\$1,000,000) for personal injury or death and one million dollars (\$1,000,000) for property damage. Successful lessee will be required to provide a Certificate of Insurance on or before execution of the lease.
- Compliance with law/licenses - All activities authorized under this lease shall be conducted in compliance with all applicable federal, state and local laws, regulations, and orders of governmental authorities having jurisdiction of all applicable licenses and permits. A U. S. Coast Guard inspection certificate required.
- The Lessee must comply with the State of New York requirements for charter boat operations.
- All signage shall adhere to the City of Watervliet City Code and zoning regulations.
- The lease does not convey any interest in the property. The lease authorizes the use of the property by the Lessee only for the authorized activities, dockage of a commercial vessel, and is subject to the conditions set forth by the City of Watervliet.
- Commercial operations shall not affect the boating public's use of the facility.
- The Lessee is responsible for properly securing their vessel.
- The City of Watervliet is not responsible for loss, damage, theft, or pilferage.
- The Lessee shall be liable for damage to any City-owned property resulting from this commercial service. Damages resulting from the commercial service shall be repaired or replaced by the Lessee at their expense and to the satisfaction of the City of Watervliet. The Lessee shall advise the City, in writing, of any additional repairs needed to the commercial docks.
- Violation of lease conditions will result in lease cancellation and may disqualify the Lessee from receiving a permit or lease from the City of Watervliet for five years. Should circumstances warrant, the lease may be modified or suspended in writing by the City of Watervliet to protect resources, health safety and the environment, or if the Mayor determines it is in the best interest of the city to do so.
- Lessee will be required to provide a monthly and annual record report of the number of passengers utilizing the charter services.
- Agreement rights may NOT be sold, transferred or given to anyone else.

F. SCOPE OF SERVICES

Occupy a commercial tour boat portion of the commercial dock with a business providing commercial, charitable, educational and tourism activities that appeal to the Hudson residential and business community and draw out-of-town visitors.

- a. Proposals should be prepared providing straightforward, concise descriptions of the Proposers capabilities to satisfy the requirements of the request.
- b. Proposers must designate and establish one or more vessels to moor at an agreed upon space at the commercial dock. The applicant will not moor another vessel in the same dock space designated for any amount of time unless that vessel is for a short-term replacement being used to provide a commercial charter service in place of the

designated vessel. Please provide the name of the vessel(s) to be designated and the details of the boat (size, make of vessel, any historical significance, etc.).

- c. Tenant improvement - List all desired improvements in your response to the RFP; include items such as storage lockers, seating, power, water, security, point of ticket sale, etc. It is to be understood that any modifications or improvements desired by the Lessee shall be installed at the sole expense of the Lessee and requires advance written approval from the City of Watervliet.
- d. All improvements shall become the property of the City of Watervliet upon completion of installation, provided that the Lessee shall be entitled to utilize the modifications and improvements in accordance with this Lease while this Lease is in effect. Any improvements that are deemed a liability for the City upon completion of a lease will be required to be removed at the term of the Lease.
- e. The commercial dock will be approximately 160 linear feet. There is access to electric, water, and sewer at the shore.
- f. In consideration for the right and privilege to conduct business at the City of Watervliet commercial dock, the proposer agrees to pay the City of Watervliet an annual fee.

G. DOCK INSTALLATION AND REMOVAL

The City of Watervliet requires the commercial dock lessee to assist with installation of the docks at the beginning of the season and removal at the end of the season. The city will hire a contractor and coordinate the installation of the docks. Costs of installation will be split equally with the vendor. Installation costs vary each year but are typically between \$5,000 and \$15,000 per year.

H. PROPOSAL CRITERIA

The following criteria should be addressed in all proposals:

- Tourism: The City of Watervliet is a destination place for both locals and tourists to visit for a day, a week, or more. Please provide information regarding services you plan to offer and how your business will bring new visitors to the City of Watervliet.
- Community: Please list the ways you are willing to offer community contributions in this proposal. In particular, the city is open to providing a cost discount for programs that serve vulnerable and underserved populations including youth, seniors, people with low-income, and people with disabilities all community contributions and/or partnerships that your company has been able to offer service groups, associations, agencies or likewise.
- Accident and Safety Procedures: Given the situation and potential hazards on the water, it is highly possible that docking accidents may happen. Please provide your accident and safety procedures. In the event of an accident, please describe how damages caused by your vessel to the dock will be handled.

If the commercial operation is proposing to rent out a boat, customers are to be provided safety information and training on the operation of the boat.

- Business Experience: How long has this organization been in business, descriptions of businesses, numbers of employees. Please list at least three (3) references to support,

document or verify your performance in providing vessel services and/or operating a business. Include name, business name, address, phone number, email address and nature of your relationship.

- Client references. Provide information about similar clients for whom you currently provide commercial boat services.
- Business or Financial References. Please provide three (3) financial or business references. These could include financial institutions, suppliers, insurance companies, clients, etc. Please do not use the same references for both Client References and Business References.
- Compensation: Please submit detailed information on the moorage fees to be paid to the city for the scope of services to be provided identified in this Request for Proposal (RFP).

I. CONTENT OF PROPOSAL

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

The following is a list of required information that must be provided by the proposer. Provide your response in the same order in which it is requested.

1. Cover Letter: Provide a letter of introduction with a brief description of your company, indicating the location of the primary office for the performance of the scope of work identified, the type of business, areas of specialization, and any staff members who would participate in the scope of work.
 - Include a company name, a contact name and title, contact information, website address, and any subcontractors who would be used.
 - a. The name, title, telephone number and email address of the individual within your company who will be City of Watervliet primary contact concerning this RFP.
 - b. A statement of understanding of the services being requested and the special skills, collaborative approach, and innovative thinking that your company would provide and is willing to perform all services identified and will abide by the terms of the RFP, including all attachments.
 - c. The cover letter must be signed by the individual(s) authorized to bind your company contractually. Indicate the title or position that the signer holds within your company. The City of Watervliet reserves the right to reject a proposal that contains an unsigned cover letter.
2. Specific Experience: Provide a detailed summary of your business qualifications in providing similar services including:
 - Business experience
 - Continuous years in business
 - Description of business
 - Number of employees
 - Any bankruptcy notices or filings

Provide any additional information that would serve to distinguish your firm from other firms submitting proposals.

3. Business Plan: Provide a business plan including:
 - A complete description of proposed business operations and services
 - Detailed information on the Contractor's proposed fee schedule for items and/or services proposed and any variation for non-routine services.
 - Description of the time period of intended dock rental. Specify if the intention is to rent for the entire season or a part of the season, if part of the season, then specify the time range.
 - Compensation: Please submit detailed information on the moorage fees to be paid to the city.
4. References: Please provide the following:
 - Please provide three business/financial references.
 - Please provide three client references.
5. Approach: Provide a detailed description of your firm's approach to providing the requested scope of services and how your firm meets the scope of work and qualification requirements as listed in this Request for Proposals.
6. Examples of relevant projects:
Provide information about similar projects or clients for whom you have completed projects or provided similar operations and services.

J. FEE

In consideration for use of the section of commercial dock, the awarded proposer shall pay the City of Watervliet for the term of the Agreement an amount to be proposed by the proposer and agreed to by the City of Watervliet.

K. INTERVIEW

The City of Watervliet reserves the right to determine whether interviews will be necessary. The purpose of the interview is to further document the proposer's ability to provide the required services and to impart to the City of Watervliet officials an understanding of how specific services will be furnished.

The proposed lead principal, as well all other key personnel proposed to provide the services must be present and participate in the interview. The interview will be evaluated on the basis of whether it substantiates the characteristics and attributes claimed by the proposer in its written response to this RFP and any other information requested by the Committee prior to the interview.

L. SUBMISSION OF PROPOSALS – DIGITAL FORMAT

Please submit one (1) electronic copy of the proposal with all other documents in PDF format and with the subject line clearly identified as "Proposal – Commercial Use of Dock", shall be emailed no later than 4:00 p.m. on August 17, 2022, to the following email address:

jlacivita@watervliet.com

1. The proposal submitted is the document upon which the City of Watervliet will make its initial judgment regarding each proposer's qualifications, methodology, and ability to provide the requested services.
2. Submission of any proposal indicates an acceptance of the conditions contained in this Request for Proposals unless the submitted proposal clearly and specifically states otherwise.
3. By submitting a proposal, the company represents that they have thoroughly examined and become familiar with the scope of work outlined in this RFP and are capable of performing the work to achieve the objectives.
4. Proposals should show that the firms have sufficient and appropriate resources to complete the project.
5. Proposals must identify the person who will lead the project, and the location of their primary office.

M. QUESTIONS & SPECIFICATION CLARIFICATIONS:

All inquiries with respect to this Request for Proposals shall be in writing directed to the following address: HudsonShoresPark@verityeng.com

1. All questions must be submitted in writing by email, specifically citing the particular proposal section and paragraph number.
2. Questions received after the question deadline, August 9th, will not be answered.
3. Only questions answered by formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.
4. Proposers should note that all clarifications and exceptions, including those related to the terms and conditions of the contract are to be resolved prior to the submission of a proposal.
5. A list of all substantive inquiries received along with relevant responses will be posted on the City of Watervliet website, www.watervliet.com.
6. In addition, any changes, additions or deletions to this RFP will also be posted on the City of Watervliet website, www.watervliet.com, along with the electronic version of this RFP.
7. Respondents are urged to check the City of Watervliet website frequently for notices of any clarification of or changes, additions, or deletions to this RFP.
8. A proposer may withdraw a proposal any time prior to the final due date and time by written notification, signed by an authorized agent, to the contact person identified above. The proposal may thereafter be resubmitted, but not after the final due date and time. Modifications offered in any other manner, oral or written, will not be considered.
9. If a proposer discovers an ambiguity, conflict, discrepancy, omission or other error in this RFP, the proposer should immediately notify the contact person identified in above. Notice of such error or omission should be submitted prior to the final due date and time for submission of proposals. Modifications shall be made by addenda to this RFP. Such clarifications will be given by written notice to all parties who have received this RFP.
10. If a proposer fails, prior to the final due date and time for submission of proposals, to notify the City of Watervliet of a known error or an error that reasonably should have

been known, the proposer shall assume the risk of proposing. If awarded the contract, the proposer shall not be entitled to additional compensation or time by reason of the error or its late correction.

11. A proposer indicates its acceptance of the provisions and conditions enumerated in this RFP by submitting a proposal.
12. By submitting a proposal, the proposer covenants that the proposer will not make any claims for or have any right to damages because of any misinterpretation or misunderstanding of the specifications or because of lack of information.
13. Other than the contact person identified above, or their designee(s), prospective proposers shall not approach City of Watervliet employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.
14. Please indicate whether the services you propose to provide are ADA accessible and how the accommodations are achieved.

N. SELECTION CRITERIA:

Selection of the Designated Operator shall be based on a determination of the best value to the City of Watervliet.

Responses to this Request for Proposals (RFP) will be evaluated on the following criteria:

- A documented history of successful performance on managing operations of similar type, size and scope. Examples provided should demonstrate how the scope, scale, and context of other engagements is relevant to the services as described in the Scope of Services section of RFP. Record of Performance: (25 points maximum).
- Provision of competitive terms for the management of the Site, including potential licensing payments, value of dock materials to be delivered onsite, and any other financial consideration provided, such as, installing/removing docks and in-kind public programs. Operators of the Marina must pay to the city a Fee for each year that the Agreement may be in effect. Financial Offer: (25 Points maximum)
- Overall quality of proposed approach to the Site and Marina operations. Elements to be considered include but are not limited to operating schedules, dock fee schedules and plans for marketing and promotion. Proposed Operations Plan: (25 Points maximum)
- Experience, skills, and resources necessary to manage a successful business. The background and experience of the respondent team in managing Marina operations will be among the elements considered. Team Qualifications: (25 Points maximum)

O. TERMS AND CONDITIONS

1. Incurred Costs: This RFP does not commit the City of Watervliet to award a contract or to pay any costs incurred in the preparation of a response to this request. The City of Watervliet will not be liable in any way for any costs incurred by respondents in replying to this RFP.
2. Right to Cancel: The City of Watervliet reserves the right to cancel this RFP at any time and to decide not to consider any or all of the respondents submitting information in response to this request.

3. Severability: If any terms or provisions of this Request for Proposal are found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of this document shall remain in full force and effect.
4. Collusion: By submitting a proposal, a firm implicitly states that its proposal has not been made in connection with any other competing firm submitting a separate response to this RFP; is in all respects fair; and has been submitted without collusion or fraud.
5. Scope of Services: The final scope of services may be negotiated between the bidder and the City depending upon any optional services proposed.
6. Required Insurances: The selected consultant shall purchase, at its own expense, and furnish proof of Commercial General Liability, NYS Worker's Compensation and NYS Disability Benefits insurance containing approved coverage limits protecting the owner from claims which may arise out of or result from the performance or non-performance of the consultant and shall maintain coverage until final acceptance of the work by the City of Watervliet. The Professional shall not commence work under the Contract for Professional Services until the Professional has obtained all the insurance required.
7. Non-Discrimination: In accordance with Federal, State and local law and all other applicable laws, the City of Watervliet does not discriminate on the basis of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap unrelated to an individual's ability to perform the job.
8. Disclaimer: The City of Watervliet reserves the right to reject any and all bids, or portions thereof, for any reason. Additionally, the City of Watervliet reserves the right to adjust the scope of work as needed for the completion of a high-quality feasibility study.
9. Assignment / Transference of Agreement: The selected firm is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the resulting agreement or its rights, title, or interest therein or its power to execute such an agreement to any other person, company or corporation without prior express consent and approval in writing from the City of Watervliet.
10. City of Watervliet Rights and Prerogatives: The City of Watervliet reserves the right to exercise the following prerogatives:
 - To accept or reject any or all proposals and amend, modify or withdraw this RFP.
 - To correct any arithmetic errors in the proposals.
 - To change the final due date and time for proposals.
 - To accept or reject any of the firm's employees or proposed sub-consultants assigned to provide services on this project and to require their replacement at any time. The proposer shall obtain the written approval of the City of Watervliet of changes to the technical proposal after it is submitted, including any changes with respect to sub-consultants. The City of Watervliet shall have the right to reject any proposed change to the proposer's technical proposal.
 - To waive or modify any irregularities in proposals received after prior notification to the proposer. This will in no way modify the RFP documents or excuse the proposer from full compliance with its requirements.
 - To consider modifications to proposals at any time before the award is made, if such action is in the best interest of the City of Watervliet.
 - To request a revised cost proposal from firms selected as finalists.
 - To accept a proposal for the engagement containing other than the lowest cost proposal.

- To interview proposers prior to selection.
 - To reject any proposal containing false or misleading statements or that provides references that do not support an attribute or condition claimed by the proposer.
 - To begin negotiations with the next most responsive proposer to this RFP should the City of Watervliet be unsuccessful in negotiating a contract with the selected proposer within a reasonable time frame.
 - To contract with more than one firm.
11. Modification of Contract: Any modification to the original contract signed between the successful proposer and the City of Watervliet will require the mutual consent of the successful proposer and the City of Watervliet. Any contract or amendments thereto will be considered effective only after approval by the appropriate City of Watervliet authorities.
 12. Interpretation: The contract shall be construed and interpreted in accordance with the laws of New York State. New York State shall be the forum for disputes.
 13. Public Announcements: Upon selection of the successful proposer and contract execution, public announcements or news releases pertaining to the contract shall not be made without prior written consent of the City of Watervliet.
 14. Negotiation: After completion of the selection process, the City of Watervliet will commence finalization of the project scope and fee negotiations with the selected firm(s).
 15. Notification: Upon completion of the selection process, City of Watervliet will notify all firms of its decision. Notification will be sent to the primary contact only. Shortly after notification the selected firm(s) will be posted on the City of Watervliet website.
 16. Ordinances: The successful proposer will be expected to abide by all City of Watervliet Ordinances, business license requirements, Public Health food service requirements and New York State Liquor Authority requirements and U.S. Coast Guard rules and regulations.
 17. Parking: The Lessee will use existing and available parking and does not need any special arrangements
 18. Garbage Disposal: The Lessee shall be responsible for garbage collection and disposal for all refuse generated on or by the use of the premises.
 19. Electricity: The Lessee shall be responsible for any electricity used and if a separate meter or line is required, shall be responsible for all cost.
 20. Water: Potable water is available at the site.
 21. Sewage: The Lessee shall be responsible for all sewage generated by the Boats. Neither sewage or fuel trucks, nor any motorized vehicle of any description whatsoever shall be brought on or suffered to be brought on the park property by Lessee, any of Lessee's guests or Lessee. All sewage shall be pumped off the Boats and all fuel pumped into the Boats at a separate location, and not on Park property, alongside the leased premises or otherwise within the territorial limits of the City of Watervliet. Violation of this section is a material breach of this Agreement

P. PUBLIC HEALTH / COVID-19 SAFE OPERATIONS

It will be the responsibility of the Lessee to operate in accordance with current public health orders of the Centers for Disease Control (CDC), Public Health: Columbia County and City of Watervliet, the New York State Department of Health (DOH), and the State of New York. While in

operation and to minimize the risk of COVID-19, the Lessee will be required to follow all health directions, including those related to staff and customer social distancing, monitoring staff and customers for illness, providing and requiring personal protective equipment, gathering, crowd, and capacity size limitations, and to provide consistently clean and sanitized operations. It will be a requirement of the Lessee to submit a written safety plan that demonstrates a detailed plan to comply and make that plan available for inspection by local public officials.

The Lessee will also be required to immediately cease or modify operations during public health closures and restrictions until notified otherwise by the City of Watervliet. The City is not responsible for the contractor's financial loss resulting from public health closure(s) or restrictions.

Q. INSURANCE AND LIABILITY REQUIREMENTS:

The selected proposer will be required to procure and maintain at its own expense the following insurance coverage:

- (a) Workers' Compensation and Employer's Liability Insurance: Must show evidence of Worker's Compensation insurance at New York State statutory limits, a policy or policies providing protection for employees in the event of job-related injuries;
- (b) Disability and Paid Family Leave Benefits Insurance: Must show evidence of insurance at New York State statutory limits, a policy or policies providing protection for employees in the event of off-the-job-related injuries or illness;
- (c) Commercial General Liability (CGL): A policy or policies of comprehensive general liability insurance of general liability limits of \$1,000,000 per occurrence/\$1,000,000 aggregate;
- (d) Errors and Omissions/ Professional Liability Insurance: A policy or policies of errors and omissions insurance with limits of not less than one million dollars (\$1,000,000.00). The successful proposer shall supply and maintain insurance which defends, indemnifies and holds harmless the City, its officers, employees and agents from and against any and all liability, damages, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly out of acts or omissions hereunder by the contractor or third party under the direction or control of the contractor in an amount not less than \$1,000,000. Said insurance must be issued by an insurer licensed to do business in the State of New York and must have an A.M. Best rating of not less than "A"
- (e) Excess/Umbrella Insurance: A policy or policies of insurance with limits of \$2,000,000 per occurrence/\$2,000,000 aggregate.

Each policy of insurance required shall be in form and content satisfactory to the Corporation Counsel, and shall provide that:

- (a) The City of Watervliet is named as an additional named insured on a primary and non-contributing basis.
- (b) The insurance policies shall not be changed or canceled until the expiration of thirty (30) days after written notice to the City of Watervliet Corporation Counsel's Office.
- (c) The insurance policies shall be automatically renewed upon expiration and continued in force unless the City of Watervliet Corporation Counsel's Office is given sixty (60) days written notice to the contrary.

No work shall be commenced under the contract until the selected proposer has delivered to the Corporation Counsel or her designee proof of issuance of all policies of insurance required by the Contract to be procured by the selected proposer.

If at any time, any of said policies shall be or become unsatisfactory to the City, the selected proposer shall promptly obtain a new policy and submit proof of insurance of the same to the City for approval.

Upon failure of the selected proposer to furnish, deliver and maintain such insurance as above provided, this Contract may, at the election of the City, be forthwith declared suspended, discontinued or terminated.

Failure of the selected proposer to procure and maintain any required insurance shall not relieve the selected proposer from any liability under the Contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected proposer concerning indemnification.

R. MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES AND SERVICE-DISABLED VETERAN-OWNED BUSINESSES

The City of Watervliet contributes to the economic development of New York State, Albany County and the City of Watervliet by assisting and supporting Minority and Women Owned Business Enterprises and Service-Disabled Veteran-Owned Businesses (MWBE/SDVOB) through its procurement process.

As part of this Request for Proposals (RFP), and consistent with New York State Article 15A and 17B of the Executive Laws, the City of Watervliet strongly encourages all firms to submit proposals that utilize partnerships, joint ventures, or sub-consultant arrangements with New York State certified MWBE and SDVOB firms for this procurement. To help identify NYS Certified MWBE firms contact Empire State Development at www.esd.ny.gov/doing-business-ny/mwbe, and for NYS Certified SDVOB firms contact www.ogs.ny.gov/veterans.

S. IMPORTANT NOTICE – CONTACT RESTRICTIONS:

A restricted period is currently in effect for this Procurement, and it will remain in effect until approval of the Contract. Proposers are prohibited from contact related to this procurement with any City of Watervliet employee other than the designated contact listed for this Procurement: