

**CITY OF HUDSON, NEW YORK
REQUEST FOR PROPOSAL**

FOR THE USE OF CITY OWNED DOCK

1) INTENT:

The City of Hudson, 520 Warren Street, New York 12534 (hereinafter referred to as “City”) is requesting proposals for the use and occupancy of its municipal dock system located at the Henry Hudson Riverfront Park, Hudson, New York (hereinafter referred to as the “municipal dock”) from which a license agreement shall be executed under the terms and conditions specified herein.

The City requests a one (1) year license agreement.

Proposals will be accepted up until **1:00pm on May 15, 2019** at the Mayor’s Office at Hudson City Hall, 520 Warren Street, Hudson, New York 12534, at which time the proposals will be publicly opened.

2) GENERAL INFORMATION:

The municipal dock system faces the Hudson River and is located at the Henry Hudson Riverfront Park, which provides access to municipal bathrooms and electric power. The municipal dock system has been used in the past as the home of a ferry service to and from the Village of Athens, New York, as well as for charter boat excursions on the Hudson River.

The Licensee has historically had non-exclusive use of the Licensed premises for the overnight docking of boats. The Licensee shall not lock the gate to the dock and/or otherwise impair access to the dock by members of the public at any time. The Licensee agrees to use the premises licensed by the City of Hudson for overnight docking of tour-boats and maritime activities. If the Licensee wishes to use the premises for any other reason, the Licensee must obtain written permission from the Superintendent of the Department of Public Works. The City of Hudson is not required to grant permission to the Licensee to use the licensed premises for any purpose other than the purpose listed herein. Another tour boat will be allowed to pickup and drop off passengers without additional approval, as other tour boats from outside of Columbia County are allowed to come in and do the same.

The successful bidder shall be responsible for working with the City of Hudson on the installation and removal of the river docks in the spring and fall.

3) GENERAL TERMS and CONDITIONS:

It is the City's intent to accept proposals from financially qualified individuals or firms whose intent is to utilize the space for a marine related use or business.

In general, the license agreement will be awarded to the highest responsible bidder who presents a proposal that exhibits the best overall financial benefit to the City with an emphasis on the suitability of the proposed use, references, and experience. All determinations shall be at the sole discretion of the City of Hudson.

All proposals must conform to the specifications and guidelines contained herein. There is no expressed or implied obligation for the City of Hudson to reimburse responding proposers for any expenses incurred in preparing proposals. Late bids will not be accepted, although during the evaluation process, the City reserves the right to request additional information or clarification from proposers, or to allow correction of errors or omissions. The City also reserves the right to reject all bids at the City's sole discretion.

All proposals must be submitted in accordance with the format presented in within this RFP document.

A good faith **bid deposit** by certified check in an amount equivalent to Five (5%) percent of the year one bid price must accompany all proposals.

If any addenda or clarifications are issued on this Request for Proposals (RFP), a good faith effort will be made to deliver a copy to each of those potential proposers. However, it shall be the sole responsibility of those offering proposals to contact the Mayor's Office prior to submitting their proposal to determine whether any addenda or clarifications have been issued. Proposers may visit the City's web page (www.cityofhudson.org) to see if clarifications, addendum or other information has been posted.

4) PROPOSAL RESPONSE FORMAT and REQUIRED INFORMATION

Each proposal must provide the following information:

1. a) Corporate name, members of partnership or principal(s).
2. b) Date organized or incorporated.
3. c) A description of the intended use of the dock system, including, but not limited to, the following:
 1. Type and size of operation proposed.
 2. The number of boats and dock slips proposed to be used.
 3. a) Days of the week and hours of operation.
b) Number of full and part-time jobs to be created.
4. Description of your experience with projects, businesses or enterprises of a similar nature. References with contact information related to your experience should be included as well.

5. Proposed monthly license fees as per Exhibit A.
6. Submission of completed Exhibit A with your proposed response.

5) TERMS, CONDITIONS and INFORMATION:

1. TERM OF AGREEMENT

License agreement for this location shall be for a period of a one (1) year season commencing from the date of notice of acceptance until December 31, 2019.

2. LOCATION

The municipal dock system facing the Hudson River at the Henry Hudson Riverfront.

3. MONTHS OF USE AND HOURS OF OPERATION

The number of months and hours of operation for the proposed use must be specifically described.

4. CONDITION OF SITE

The City of Hudson will deliver the site in an "as is" condition.

5. ALTERATIONS

The Licensee agrees not to make any alterations or improvements in the licensed premises without the written permission of the City of Hudson. Any duly approved alterations or improvements made by the Licensee shall be paid at its sole expense and Licensee shall be responsible for all permits, fees, and costs related to same. Any alteration or improvement shall become the property of the City of Hudson at the end of the License term. Notwithstanding the foregoing, the parties hereby acknowledge that the City of Hudson shall have the right, at any time, to demand that the Licensee remove any alterations and installations, whether approved or not, and removal shall be at the sole cost and expense of the Licensee. The City of Hudson shall give Licensee at least ten (10) days written notice to remove any alteration or improvement from the license premises.

6. MAINTENANCE

The Licensee must maintain the licensed premises in good working order. Licensee assumes all responsibility for the boat dock as used by Licensee. Licensee indemnifies the City of Hudson and holds harmless the City of Hudson from any and all claims arising from use of licensed premises.

7. ENTRY

The Licensee agrees to allow the City of Hudson to enter the licensed premises at any reasonable hour to repair, inspect, install or work upon any fixture or equipment in said licensed premises and to perform such other work that the City of Hudson may decide is necessary. In addition, Licensee agrees to permit the City of Hudson to show the premises to persons wishing to license same, during reasonable hours of any day during the term of the License Agreement, and the Licensee will permit notices to be placed upon conspicuous portions of the walls, doors or windows of said premises and remain thereon without hindrance or molestation.

8. ADVERTISEMENT AND SOLICITATION

No signs shall be placed on the property without specific prior written authorization from the City, including all applicable permits, and compliance with the City Code.

Failure to comply will result in fines and removal of the signs at the expense of the licensee.

9. HOLD HARMLESS

The successful proposer shall indemnify and hold the City harmless against any and all claims, demands and causes of action resulting from its occupancy of the property. The City shall not be responsible for any loss or damage incurred by the successful proposer for any reason whatsoever.

10. UTILITY CHARGES

Licensee must make arrangements and pay for refuse removal. The licensee shall install all required utilities at its own costs and expense and pay for consumption and/or on-going charges throughout the term of the license agreement.

11. INSURANCE

The successful proposer shall obtain and keep in full force and effect at its own cost and expense during the term of the license agreement general liability insurance and property insurance naming the City of Hudson as an additional insured party and state that all coverage shall be primary to any coverage held by the City. Insurance shall include Endorsement page. These policies shall have minimum limits of liability per occurrence of \$2,000,000 for bodily injury and \$2,000,000 for property damage. Additionally, the successful proposer shall maintain workers' compensation coverage in accordance with the laws of the State of New York.

12. PARKING LOT

The licensee shall have access to the public parking facility located at the waterfront. Licensee and support vendors shall have vehicle access to vessel docks, however such access is limited to the paved surfaces at the waterfront. Licensee shall be liable for any damage caused to the grounds and/or City equipment by any of its employees, patrons and/or guests.

13. CANCELLATION

A. Failure to comply with any of the terms and conditions identified in this specification shall be sufficient cause for the City to cancel, terminate and revoke the license agreement, and the City shall retain as liquidated damages all payments up to the date of cancellation.

B. The City shall have the right to terminate this license agreement at will upon three months written notice to the licensee.

14. PERMIT RULES AND REGULATIONS

The Licensee must, at Licensee's expense, promptly comply with all City, County, State and/or Federal laws, statutes, rules, regulations and orders. In addition, Licensee must occupy and conduct its operations in conformity with all applicable insurance requirements and shall not commit any act and/or omission that would violate any provision of the City of Hudson's policies of insurance. Notices received by Licensee from any authority shall be promptly delivered to City of Hudson. Licensee and City of Hudson shall not commit any act and/or omission that may result in the increase the insurance premiums to either party.

15. ASSIGNMENT

Licensee shall not assign, transfer or sub-lease agreement its rights and duties under its license agreement with the City without prior written consent of the City of Hudson.

16. PAYMENT

Payment shall be made payable to the City of Hudson and shall be forwarded to the City Treasurer at the beginning of each annual term of the license.

17. SECURITY

A. The successful bidder shall deposit with the City Treasurer, the sum of ½ the annual rental as security for the full and faithful performance of the license agreement.

B. The bidder (licensee) shall execute a written agreement with the City of Hudson, which shall include all provisions as set forth herein and include all terms and conditions of the proposal and any negotiated terms and conditions.

18. SITE TOUR

Site tours will be conducted by appointment only. Please contact the City of Hudson Mayor's office at (518) 828-7217.

19. PROPOSAL DUE DATE

Proposals will be accepted up until **1:00pm on May 15, 2019**, at the Mayor's Office at Hudson City Hall, 520 Warren Street, Hudson, New York 12534, at which time the proposals will be publicly opened.

EXHIBIT A

Respondents are responsible for submission of accurate, adequate and clear descriptions of the information requested. Omissions, vagueness or inaccurate descriptions or responses shall not be interpreted in favor of the bidder and shall be grounds for bid rejection.

All terms, conditions and requirements as set forth in Request for Proposal acceptable as specified therein. Yes_____ No_____

If "NO", please provide a detailed description and/or explanation of any deviation in your proposal from the specification detailed in Request for Proposal on your letterhead and attach hereto.

Bid Summary

This Exhibit A must be returned with your proposal.

Please provide your proposed **annual license payment** for each year as described herein. (Bids must be provided for all items; a blank space will denote a "zero" bid.)

	TOTAL
YEAR 1	_____
YEAR 2	_____
YEAR 3	_____
YEAR 4	_____
GRAND TOTAL	_____

As an authorized representative of the identified company, I accept all the terms and conditions identified in Request for Proposal except as identified herein.

Signature: _____ Date: _____

Print Name and Title: _____

Company Name: _____

Address: _____

Telephone Number(s): _____ Fax Number: _____

Email Address: _____