

**Request for Proposals (RFP)**  
**Port Marina and Boat Launch Operations and Management**

City of Rochester, New York  
Department of Environmental Services  
January 6, 2021

**Proposals shall be submitted by no later than Friday, January 15, 2021 by 5:00 p.m.  
to:**

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## Contents

|       |                                                                  |    |
|-------|------------------------------------------------------------------|----|
| I.    | Introduction.....                                                | 1  |
| II.   | Overview of Port of Rochester Marina Operations .....            | 1  |
| III.  | Proposer Requirements .....                                      | 5  |
| A.    | Certification Requirements.....                                  | 5  |
| B.    | Experience .....                                                 | 5  |
| C.    | Liability Limitations .....                                      | 5  |
| IV.   | Contract Provisions .....                                        | 5  |
| A.    | Term.....                                                        | 5  |
| B.    | Marina Facilities .....                                          | 5  |
| C.    | Relationship with the City .....                                 | 5  |
| D.    | Marina Operator’s Insurance Requirements .....                   | 5  |
| E.    | Marina Operator Responsibilities .....                           | 7  |
| F.    | City Responsibilities .....                                      | 8  |
| G.    | Additional Provisions .....                                      | 8  |
| V.    | Key Dates, Lease Agreement Term and Minimum Qualifications ..... | 8  |
| A.    | Key Dates .....                                                  | 8  |
| B.    | Anticipated Contract Term .....                                  | 9  |
| VI.   | PROPOSAL FORMAT AND CONTENTS.....                                | 9  |
| A.    | Proposal Format .....                                            | 9  |
| B.    | Proposal Content .....                                           | 9  |
| VII.  | ADDITIONAL CONSIDERATIONS .....                                  | 11 |
| VIII. | THE EVALUATION PROCESS .....                                     | 11 |
| A.    | Objectives .....                                                 | 11 |
| B.    | Selection Process .....                                          | 11 |

## I. Introduction

The City of Rochester, Department of Environmental Services, is soliciting proposals for the marketing, promotion, operation and maintenance of the municipal marina (the “Marina”) at the Port of Rochester constructed as part of the City of Rochester Port Public Marina and Mixed Use Development Project (Figure 1). Included in the Marina facilities is a marina basin, a boater services building located between the basin and the River, the public boat launch located just south of the basin, and the dock wall east of the Port Terminal Building (Figure 2).

Figure 1 - Port Public Marina and Mixed Use Development Project



The City's objectives are to attract the boating public to visit the Port of Rochester; to maintain an attractive Marina facility that is clean, safe, and which is operated and maintained to promote a sustainable boating environment; and, to provide revenue for long term riverfront improvements.

Revenues from the facilities will be directed to the City of Rochester, and the contracted entity will receive a management fee from the City for its services.

## II. Overview of Port of Rochester Marina Operations

The Port of Rochester is an approximately 22-acre City-owned site generally bound by the Genesee River to the east, the railroad to the south, Lake Avenue to the west, and Ontario Beach Park to the north.

The 4.7-acre Marina basin connects directly to the Genesee River approximately 0.5 miles upstream from the entrance into the channel from Lake Ontario. The Marina basin is adjacent to and west of the Port Terminal Building and north of the existing public boat launch,

primarily within the property at 1000 North River Street. The Marina features a public promenade around the perimeter of the basin, as well as adjacent public open space. Boater amenities are available, including a boater facility building (rest rooms, showers, laundry, etc) in the existing “link building” connected to the Port Terminal Building; pump-out services; and, appropriate utility connections including Wi-Fi, electricity and water.

The Marina basin provides both transient and seasonal boat docking for a variety of vessel types. Seasonal docks range in length from 35 to 80 feet. Broadside transient dockage is provided along the northern and southern ends of the basin. The basin is designed to serve as a venue for local, regional and national in-water boat shows and regattas. The basin will provide flexibility regarding the number of slips that may be accommodated especially for broadside transient dockage. The configuration depicted in Figure 3 will provide a total of 84 slips of the types and sizes summarized in Table 1. This number includes approximately 30 broadside docking spaces along the perimeter of the basin. It is conceivable that the configuration summarized in Table 1 and depicted in Figure 3 could be modified to some degree to reflect the market conditions. The number of boats actually accommodated by this or any other particular configuration will vary somewhat, as it would, for example, should a single boat 65 to 70 feet in length occupy two successive transient slips designated for boats half that length.

Table 1 - Marina Slip Summary

| SLIP TYPE/LOCATION       | SLIP LENGTH | QUANTITY |
|--------------------------|-------------|----------|
| Seasonal                 | 35'         | 17       |
| Seasonal                 | 40'         | 21       |
| Seasonal                 | 45'         | 6        |
| Seasonal                 | 50'         | 6        |
| Seasonal                 | 60'         | 2        |
| Seasonal                 | 80'         | 2        |
| <i>SEASONAL TOTAL:</i>   |             | 54       |
| Transient South          | 26'         | 14       |
| Transient North          | 26'         | 13       |
| Transient Special Events | 26'         | 3        |
| Transient/Seasonal       | 26'         | -        |
| <i>TRANSIENT TOTAL:</i>  |             | 30       |
| <i>TOTAL:</i>            |             | 84       |

In addition to the basin, the Marina facility includes broadside dockage along the Genesee River dock wall (Figure 4) adjacent to and on the east side of the Port Terminal Building. The dock wall can accommodate transient dockage of approximately 35 boats, depending on their length, as well as visiting excursions vessels such as cruise ships. The maximum dredging depth allowable under state and federal permits on the terminal dock wall is 13-14 feet (LWD)

A boater services facility is located in the building known as the “link building” (Figure 5) and provides showers, restrooms, a lounge, office space for the marina operator, laundry, and a

small ship store. There is also first floor space for tools, equipment, and supply storage. This facility is available for Marina operations, and services to Marina patrons and guests.

Lastly, the Marina operations includes the adjacent public boat launch. (Figure 6) The City-owned public boat launch at the port site offers four (4) launches and has parking capacity to accommodate more than 75 cars with trailers.

Figure 2 – Marina Facilities

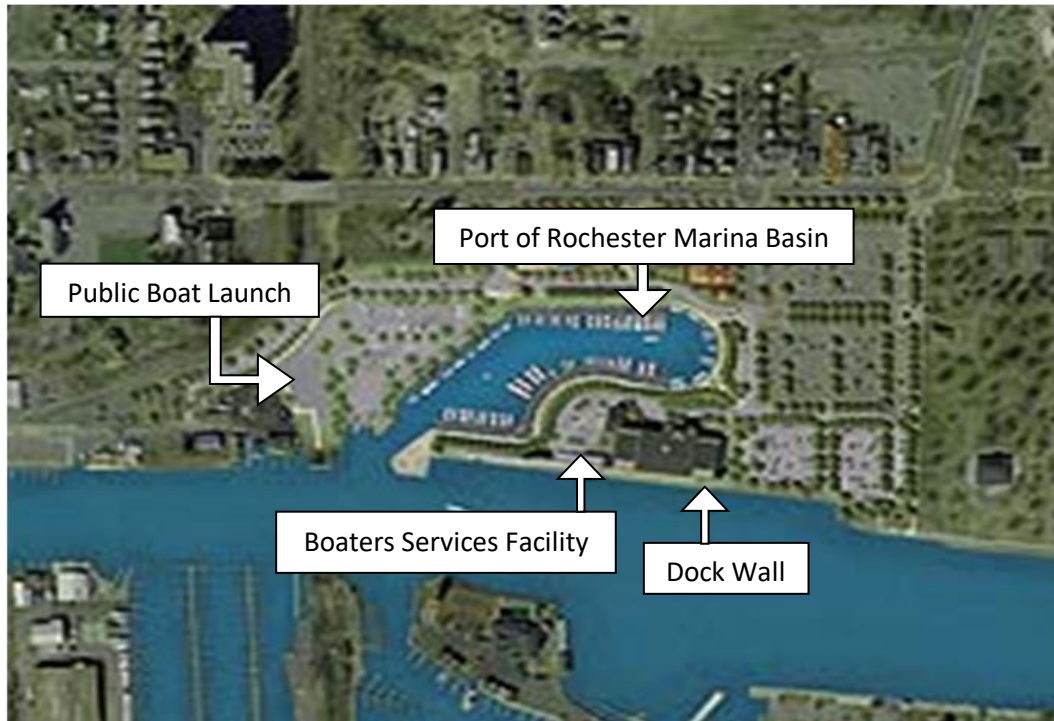
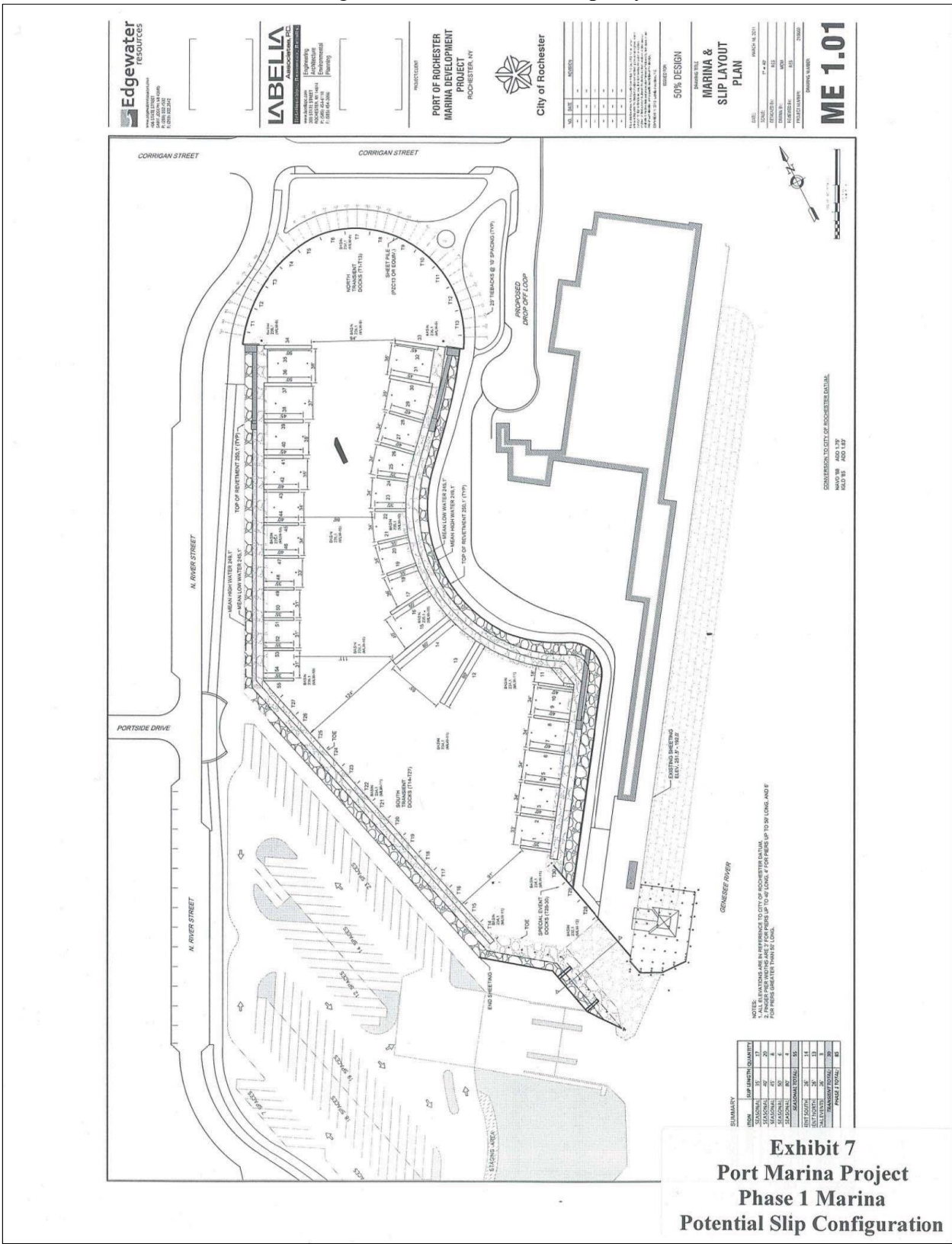


Figure 3 – Marina Basin Slip Layout Plan





### III. Proposer Requirements

The City is seeking a proposal for a management team (“Marina Operator”) for the Port of Rochester Marina. The Marina Operator shall meet the following requirements:

#### A. Certification Requirements

The Marina Operator must have on its staff a Certified Marina Manager (CMM) or a Certified Marina Operator (CMO). That person(s) shall be named specifically in the proposal. Preference will be given to proposals that include on-site staff that is a CMM or CMO. All proposers must demonstrate that certifications are current. If no certified on-site staff is proposed, the proposal shall describe the plan for staff to be certified.

#### B. Experience

The proposer must demonstrate experience in marina promotion and management. An on-site Lead Operator must be identified in the proposal. Preference will be given to applicants who identify an on-site Lead Operator with more than five (5) years experience running the daily operations of a marina of 100 boats or greater and who can demonstrate experience in marketing and promotion.

#### C. Liability Limitations

The Marina Operator shall be a corporation or limited liability company.

### IV. Contract Provisions

#### A. Term

The initial term of contract will be for three years, renewable annually for two additional one-year terms. The contract shall be automatically renewed for the fourth and fifth year unless notice is given by either the City or the Marina Operator to terminate the annual renewal. Notice to terminate the annual renewal of the contract shall be provided by October 15 of the year preceding the renewal.

#### B. Marina Facilities

The term, “Marina Facilities,” shall include the facilities described above and depicted in Figure 2 .

#### C. Relationship with the City

The relationship between City and the Marina Operator shall be one of independent contractor, not employer/employee. The Marina Operator shall hire all Marina staff as the Marina Operator’s employees or subcontractors. All marina revenues will come directly to the City. Operator shall submit monthly operating and finance reports.

#### D. Marina Operator’s Insurance Requirements

1. The Marina Operator shall procure and maintain, at its own expense, insurance for the coverages listed below, written for not less than the limits of liability specified for each coverage or such limits as are required by law, whichever is greater.

#### **Commercial General Liability**

|                                            |                             |
|--------------------------------------------|-----------------------------|
| Bodily Injury and Property Damage Limit    | \$1,000,000 each occurrence |
| Products/Completed Operations Limit        | \$2,000,000 aggregate       |
| Personal Injury & Advertising Injury Limit | \$1,000,000 each person     |



|                                                                                                                      |                                                                      |
|----------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| General Aggregate                                                                                                    | or organization<br>\$2,000,000 applicable on a<br>per location basis |
| <b>Marina Operators Legal Liability</b>                                                                              | \$1,000,000 each occurrence                                          |
| <b>Business Automobile Liability</b>                                                                                 |                                                                      |
| Combined Single Limit for Bodily Injury<br>and Property Damage applicable to all<br>Owned, Non-Owned and Hired Autos | \$1,000,000 each accident                                            |
| <b>Excess "Umbrella" Liability</b>                                                                                   |                                                                      |
| Bodily Injury and Property Damage Limit                                                                              | \$5,000,000 each occurrence                                          |
| Products/Completed Operations Limit                                                                                  | \$5,000,000 aggregate                                                |
| General Aggregate                                                                                                    | \$5,000,000 applicable on a<br>per location basis                    |

**Workers' Compensation & Employers' Liability**

Statutory Workers Compensation coverage  
Employers Liability Insurance with limits of at least  
\$500,000 Bodily injury by Accident-Each Accident  
\$500,000 Bodily Injury by Disease – Each Employee  
\$500,000 Bodily Injury by Disease – Policy Limit.

2. The City of Rochester and their respective officers, employees and agents shall be named as Additional Insured including Completed Operations on a primary and non-contributory basis under the policies for General Liability coverage and Excess "Umbrella" Liability coverage.
3. The policies may contain no exclusions relating to NY Labor Law or Municipal Operations
4. All policies must include Waiver of Subrogation endorsements in favor of all Additional Insured
5. The insurance carriers providing the required coverages shall be licensed to do so in New York State, and shall be rated no lower than A.M. Best rating of at least A-/"VII" or a Standard and Poor's "A- X" by the most recent Best's Key Rating Guide or Best's Agent's Guide, unless otherwise agreed to by the Owner.
6. The Marina Operator shall deliver prior to commencement of the Work, Certificates of Insurance (including copies of the Additional Insured endorsements) acceptable to the City certifying that policies of insurance for the required coverages have been issued and are in effect. Upon expiration or cancellation of any policy during the period the coverages under such policy are required to be maintained, the Marina Operator immediately shall deliver to the City a Certificate of Insurance evidencing proper renewal or replacement of the policy.
7. **Subcontractor's Liability Insurance**

Without in any way limiting the Marina Operator's liability pursuant to the indemnification provisions of this Agreement, the Marina Operator shall require any Subcontractor to: (a) maintain insurance coverages and limits of liability in accordance with the provisions of this Agreement (though the Umbrella Liability limits required of each Subcontractor may be adjusted, if agreed to by the City, in advance of any work being undertaken); and (b) name the City, the Operator, and their respective officers, employees and agents and agents as Additional Insureds on a direct primary basis under its General Liability Insurance policy and Excess "Umbrella" Liability Insurance policy.

The Marina Operator shall be responsible for obtaining Certificates of Insurance from each Subcontractor evidencing coverage in accordance with these Insurance Requirements and shall not permit work to be undertaken until compliance with such Insurance Requirements is evidenced.

E. Marina Operator Responsibilities

The Marina Operator shall be responsible for:

1. Operation of a marina with seasonal and transient slips, a boater's services facility, and a municipal boat launch;
2. Work performed under the supervision of the Lead Operator, who must ensure that the work completed is performed competently and in a timely manner.
3. Preparing, and submitting to the City for approval, an annual Port of Rochester Marina Operations and Maintenance Plan, including, but not limited to, the pricing structure, method of collecting revenue, hours of operation, facilities maintenance plan, promotion and marketing plan, a security plan, and a sustainable operations program. The Marina Operator will be responsible for operating in accordance with the approved plan.
4. Preparing an annual business plan and cash flow analysis, to be submitted to and approved by the City of Rochester, for the operations of the Marina Facilities;
5. Performing routine maintenance and repair and adjustment of all equipment, fixtures, furnishings and tools, whether owned by the operator or by City, used in connection with Marina Facilities or stored at the Port of Rochester. Maintenance of such equipment shall comply with manufacturers' standards and applicable warranties;
6. Damage to the Marina Facilities beyond normal wear and tear and caused by the Operator or permitted occupants, guests, or invitees;
7. Compliance with all applicable federal, state, and local laws and regulations, and obtaining all required construction and operating approvals and permits as required for repair of, improvements to, and operation of the Marina;
8. Marketing and promotion of the marina and the boat launch in accordance with the approved Marina Operations and Maintenance Plan;
9. Security for the Marina, in accordance with the approved Marina Operations and Maintenance Plan;
10. Grounds maintenance (i.e., mowing, weed removal, litter clean-up, etc.) for the areas indicated in Attachment A;
11. Management and disposal of all refuse created by and within the marina facilities;
12. Management of pest control issues, when necessary, in accordance with plans to be approved by the City;

13. Management of noise generated by the contractor, employees, marina occupants, guests, or invitees;
14. Miscellaneous Supplies, such as power and hand tools, vacuum and cleaning supplies, and oil spill cleanup kit;
15. Office Equipment (e.g., cell phones, computer, printer, credit card machine);
16. Management of a ship store, including oversight of ship store inventory, supplies and storage; and
17. Utility costs of the Boater Services Building.

F. City Responsibilities

The City will be responsible for and pay the costs of:

1. Capital repairs and/or improvements to be affixed to or incorporated into the marina facilities infrastructure;
2. Dredging of the marina basin, dock wall and boat launch;
3. Insurance for the Marina Facilities;
4. Utility costs of all facilities except the Boater Services Building;
5. Auxiliary or enhanced security, as appropriate, for City-sponsored events;
6. Gas or electric club cart;
7. VHF base radio and antenna; and
8. Wi-fi.

G. Additional Provisions

The Marina Operator shall be required to enter into a City of Rochester Professional Services Agreement ("PSA"). A copy of the City's PSA form is attached. The PSA with the selected Marina Operator will require City Council approval.

## V. Key Dates, Lease Agreement Term and Minimum Qualifications

A. Key Dates

The following is a list of key dates, up to and including the estimated start date of the Lease Agreement term (all dates are subject to change by the City of Rochester):

1. Request for Proposals issued: **January 6, 2021.**
2. Deadline to submit questions: **January 10, 2021 by 5:00p.m.** (by email only).
3. All questions regarding this RFP should be submitted in writing via email to:

**Anthony L. Orphe, Esq., Deputy Commissioner, DES**

[Anthony.Orphe@cityofrochester.gov](mailto:Anthony.Orphe@cityofrochester.gov)

Proposers shall contact only the above named City staff with any questions or for any clarifications of the RFP or any questions in any way related to the project. All questions and answers shall be posted on the City's website. However the City's failure to post such questions and answers shall not invalidate any City decision to award a contract for a Marina Operator.

4. The City may amend the RFP for any reason in its sole discretion. The City will make every effort to notify proposers by posting any amendments to the RFP on the City's website. Proposers shall be responsible for checking the City's website for questions and amendments and the City's failure to email or post any information about the RFP

- shall not invalidate any City decision to award a contract for a Marina Operator.
5. Deadline for City's response to questions: **January 13, 2021 (RFP website).**
  6. Due date for responses to RFP: **January 16, 2021 by 4:00 p.m.** The submission shall be electronic in PDF format.
  7. Notification of the successful Proposer will be made by the City upon completion of the evaluation process, anticipated to be January 19, 2021. **Any of the above dates may be extended in the City's sole discretion.**
  8. Anticipated agreement start date: March 1, 2021.

B. Anticipated Contract Term

The City intends to enter into an agreement with the selected operator for a period of three (3) years with a renewal option of a two year extension. The City reserves the right to terminate the contract at any time, with cause, upon thirty (30) days written notice. The City reserves the right to terminate the contract at any time, without prior notice, if the person identified in the proposal as the Lead Operator ceases to be employed by the Marina Operator.

## VI. PROPOSAL FORMAT AND CONTENTS

A. Proposal Format

The proposal must be submitted electronically in PDF format. Pages should be numbered. The proposal will be evaluated on the basis of its content, not length. The City reserves the right to disqualify proposals that fail to comply with any of these instructions.

B. Proposal Content

Interested firms must include the following information in their proposals. The following format and sequence should be followed in order to provide consistency in firm's responses and to ensure each proposal receives full consideration. All pages should be consecutively numbered.

1. Letter of Interest

The firm must agree to be bound by the requirements of the City's RFP and the firm's response. A person authorized to bind the firm must sign this letter. All persons and entities submitting a proposal must submit a Letter of Interest.

2. Description of the Firm

The description shall include the location of the firm, size and nature of the firm's operations, and organizational chart.

3. Project Understanding

Provide a confirmation of the firm's familiarity and understanding of the City of Rochester and the harbor area.

4. Résumés

Provide complete résumé(s) of all principals, established/proposed staff and the number of years with the current firm.

5. Experience

Describe experience in fully managing a business of this nature and size including facility descriptions, detail of full service marina management, and amenities (i.e. dockage, retail sales, etc.). Provide a list of facilities the firm has leased/operated in the past 8 years. Specifically describe the experience of the proposed Lead Operator.

6. Track Record

- Provide evidence of sufficient financial capacity to undertake this opportunity. Proposers must fully describe and present either adequate proof of experience and financial capacity through factual records and/or signed letters of financial backing.
7. Marina Assessment  
In reviewing Rochester's Marina, address areas of interest and/or concerns. Explain what additional value your firm would add to the proposed operations.
  8. Demonstrated Expertise  
Provide certifications, memberships, license, etc. to demonstrate capabilities to perform the required services.
  9. Hiring Practices  
Describe your hiring practices and history of employee longevity.
  10. Live-aboard Policy  
Provide the firm's proposed live-aboard policy. Describe the firm's strategy/approach for the ratio of live-aboard's vs. non-live-aboard's and how this approach is financially sustainable.
  11. Community Integration  
Describe how your firm will integrate the Marina Facilities into the Rochester community and increase public access to and around the Marina. Likewise, describe how the Marina programming will connect the boaters to the community, maximizing the economic contribution to the area.
  12. Safety and Environmental Policy & Procedures.  
Provide safety and environmental policy and procedures that are practiced by the firm. Describe any "green" or sustainable practices you employ. These practices may include, but are not limited to, water quality protection, recycling, food waste composting, or energy efficiency measures.
  13. Marketing / Business Plan  
Provide a Marketing and Business Plan for the operation of the Marina.  
Include the following:
    - a) Explain how the firm plans to operate the Marina and hours of operation.
    - b) Describe and illustrate, with projections and assumptions, the key financial components of the firm's proposal. Include a proposed cash flow analysis showing slip fees, operations costs, marketing costs, maintenance costs, security costs, and proposed management fee from the City.
    - c) Identify all partners for the project.
    - d) Describe any proposed improvements to the property with an estimated cost and value.
    - e) Describe plans for funding improvements to the Marina.
    - f) Describe how the company would market, promote and advertise the Marina.
    - g) Describe systems for handling payments including receipts, cash handling procedures, reporting, and audit trail.
    - h) Describe job creation for the City of Rochester residents and economically disadvantaged person(s).
    - i) Identify the number of proposed staff and relevant experience expected of staff to operate the Marina. Provide an organizational chart with staffing roster by position.
    - j) Provide a list of anticipated business equipment (cash register, refrigerator etc.).

14. Letters of Reference  
Provide at least three (3) letters of reference from clients who have used the firm's services which are relevant to this request. More recent experience is preferred. Provide the clients name, address, and phone number.
15. Reporting  
Provide sample reporting that will be used to keep the City current regarding the operations, activities, improvements, finances, etc. What type of software is used to track and report/communicate such information to the City?
16. Proposed Fee  
Provide the proposed annual management fee, described as a percentage of gross revenues, to provide all the Marina management and operation services stipulated herein. In addition, proposers are encouraged to provide an innovated fee structure that provides incentives to the Marina Operator for increasing revenues and provides for the Marina Operator to get a share of the additional revenues. Firms proposing incentivized fee structure(s) must establish a Net Operating Income and the basis for such, from which to base the incentivized fee structure.
17. Licenses and Insurance  
Provide copies of all licenses and insurance which may be required to run the facility.

## VII. ADDITIONAL CONSIDERATIONS

1. The RFP may be withdrawn by the City at any time in its sole discretion. The City shall have no liability for any costs incurred by the proposers in preparing a proposal.
2. The City may require additional information from any proposer to assist the City in evaluating a proposal.
3. The proposal and any materials submitted with the proposal shall become the property of the City and will be subject to the New York State Freedom of Information Law. If any proprietary information is submitted with the proposal, it must be clearly identified and a request to keep such information confidential must be submitted.

## VIII. THE EVALUATION PROCESS

### A. Objectives

The primary objectives of the evaluation process are to select a Proposer that:

1. Demonstrates proven experience and success in the development, operation, and management of similar marina facilities;
2. Possesses the financial resources necessary to implement, operate, and sustain a high-quality marina product and program, and evidences financial qualifications;
3. Demonstrates a compelling commitment, in the form of dedicated resources and skilled staffing, to the successful implementation and operation of its marina program;
4. Demonstrates that its program is economically viable and sustainable given current and projected market conditions;
5. Evidences a commitment to creating a "green", environmentally sustainable Marina;
6. Evidences high ethical standards and has an unblemished reputation; and
7. Demonstrates success in achieving diversity goals in the implementation, operation, and management of other projects.

### B. Selection Process

1. Review of Written Proposals

The selection process will begin with the review and evaluation of each of the written proposals. The purpose of this evaluation process is twofold: (1) to examine the proposals for compliance with the RFP; and (2) to identify the complying proposers that have the highest probability of satisfying the objectives of the RFP to the greatest extent possible. The evaluation process will be conducted in a comprehensive and impartial manner. The evaluation process will be conducted by a committee of City employees selected by the City (the “Committee”). The Committee will evaluate proposals based upon the evaluation criteria for selection set forth below. The City reserves the right to reject and return unopened any proposal received after the RFP due date. Incomplete proposals may be rejected at the City’s sole discretion. The final selection of the Marina Operator is within the City’s sole discretion and no reasons for acceptance or rejection of proposals are required to be given. The decision will be based on the criteria described below and although costs and financial issues are important considerations they may not be not be the sole basis of the decision.

2. Interviews

The City reserves the right to determine whether interviews will be necessary for any or all proposers. The purpose of the interview is to further document a proposer’s ability to perform the services and deliver the products and outcomes required by the RFP. Key project executive and management personnel, including the Lead Operator, must be present and participate in the interview. The proposer will be evaluated on the basis of whether the interview substantiates the characteristics and attributes claimed in the written proposal, clarifies key points to the satisfaction of the Committee, and satisfactorily supplies other information that may be requested by the Committee prior to or at the time of the interview.

3. Selection will be based on the following criteria:

- a) Quality and viability of proposed marina plan and cash flow analysis
- b) Proposer's plan for marketing, promotion and community engagement
- c) Proposer’s relevant expertise and successful experience with comparable marina facilities