



City of New London

Department of Finance-Purchasing Agent
13 Masonic Street • New London, CT 06320 • Phone (860) 447-5215 • Fax (860) 447-5297

Request for Letters of Interest with Qualifications *Specifications and Documents Attached*

Request No.: 2017-09

Opening Date and Time: February 8, 2017 @ 12:00 P.M.

Title: Operator for Docking

Special Instructions:

All questions should be directed to Alicia Smith, Purchasing Agent, asmith@ci.new-london.ct.us.

The following information must appear in the lower left hand corner of the envelope:

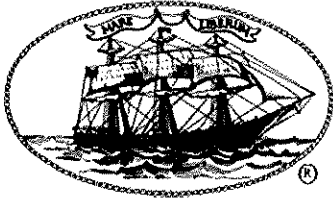
Sealed Request No.: 2017-09: Operator for Docking

Not to be opened until: February 8, 2017 at 12:00 P.M.

Return Proposal to:

Alicia Smith, Purchasing Agent
City of New London
13 Masonic Street
New London, CT 06320

Proposal cannot be accepted after the Proposal Opening Date and Time indicated above.



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PLEASE RETURN THIS FORM IMMEDIATELY

Acknowledgement: Receipt of Request for Proposals

Request No.: **2017-09 Operator for Docking**

Please take a moment to acknowledge receipt of the attached documents. Your compliance with this request will help us to maintain proper follow-up procedures and will ensure that you receive any addendum that may be issued.

Date Issued: 01/18/2017

Date documents received: _____/_____/_____

Do you plan to submit a response? Yes _____ No _____

Print or type the following information:

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail: _____

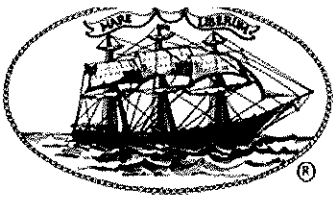
Received by: _____

Note: Faxed or e-mailed acknowledgements are requested.

Fax No.: (860)447-5297

E-mail: asmith@ci.new-london.ct.us

Fax this sheet only. A cover sheet is not required.



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Standard Request for Qualifications (RFQ) and Contract Terms and Conditions

All Requests for Qualifications / Proposals issued by the City of New London (City) will bind Proposers to the terms and conditions listed below, unless specified otherwise in any individual Request for Qualifications.

Incorporated by reference into this contract are the provisions of Article IV., Section 2-66 through 2-71 and Section 2-73 of the Code of Ordinances of the City of New London.

The contractor agrees to comply with the Code of Ordinances as they exist on the date of the contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Submission of Proposals

1. Qualifications must be submitted on forms supplied by the City of New London or in the format requested in the specifications. Telephone, facsimile or e-mail proposals will not be accepted in response to a Request for Qualifications. An original and one (1) copy, unless otherwise indicated in the specifications, of the Proposal Form shall be returned to the Purchasing Agent.
2. The date and time proposals are to be opened are given in each Request for Qualifications issued. Proposals received after the specified date and time of the proposal opening given in each Request for Qualifications will not be considered. Proposal envelopes must clearly indicate the proposal number as well as the date and time of the proposal opening. The name and address of the proposer should appear in the upper left-hand corner of the envelope.
3. Incomplete proposal forms may result in the rejection of the proposal. Amendments to qualifications received by the Purchasing Agent after the date and time specified for the proposal opening shall not be considered. Proposals shall be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil shall be rejected. A person duly authorized to sign proposals for the proposer shall sign all proposals. Unsigned proposals shall be rejected. The person signing the Proposal Form or their authorized designee must initial errors, alterations or corrections on both the original and copy of the Proposal Form to be returned. In the event an authorized designee initials a correction, there must be written authorization from the person signing the Proposal Form to the person initialing the erasure, alterations or corrections. Failure to do so shall result in rejection of the proposal for those items erased, altered or corrected and not initialed.
4. Conditional proposals are subject to rejection in whole or in part. A conditional proposal is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the Request for Qualifications.
5. Alternate proposals will not be considered. An alternate Proposal is defined as one that is submitted in addition to the proposer's primary response to the Request for Qualifications.
6. Prices should be extended in decimal, not fraction, to be net and shall include delivery and transportation charges fully prepaid by the Contractor to the destination specified in the Request for Qualifications and subject only to cash discount.
7. Pursuant to Sections 12-412 and 12-412(1) of the Connecticut General Statutes, the City of New London is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in the proposal prices.
8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

Standard Request for Qualifications (RFQ) and Contract Terms and Conditions (con't)

9. By its submission the Proposer represents that the proposal is not made in connection with any other Proposer submitting a proposal for the same commodity or commodities and is in all respects fair and without collusion or fraud.
10. All proposals will be opened and read publicly and upon award are subject to public inspection.

Guaranty or Surety

11. Bid bonds, performance bonds, and labor and material bonds will be required as specified below. Guaranty or surety may be in the form of certified check. Bonds must meet the following requirements: Corporation – must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all of the partners and indicate they are “doing business as”; Individual – must be signed by the owner and indicated as “Owner”. The surety company executing the bond or countersigning must be licensed in Connecticut and an official of the surety company must sign the bond with the corporate seal affixed over the signature. Signatures of two (2) witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

Bid Bond – Ten percent (10%) due at time of bid for all contract services and public works/construction projects that exceed twenty thousand dollars (\$20,000.00)

Performance Bond – One hundred percent (100%) of contract price for projects that exceed fifty thousand dollars (\$50,000.00).

Labor and Material Payment Bonds – One hundred percent (100%) of contract price for projects that exceed fifty thousand dollars (\$50,000.00).

Award

12. Award of this contract will be made to the lowest responsible, qualified proposer and will be based on net cost and City specifications. The City of New London reserves the right to reject any and all bids or parts thereof, to waive any informality and to award this contract to other than the low proposer and to make multiple awards if deemed in the best interest of the City.
13. The City of New London allows a fifteen percent (15%) local vendor preference. A New London based business will be considered the lowest responsible proposer if it's proposal is within fifteen percent (15%) of the low proposer and it is willing to accept the award at the low proposal price. Any proposer claiming to be a New London based business must provide documentation that all of its motor vehicles are registered in New London and that payment of all of its property and motor vehicle taxes are current.
14. The City of New London may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.
15. The Purchasing Agent may correct inaccurate awards resulting from clerical or administrative errors.

Other Requirements

16. The City has an employment preference goal that jobs be offered to local residents on public prevailing wage projects with thresholds great than \$100,000 for renovation and \$400,000 for new construction. For such projects, it is understood that contractors shall make a good faith effort to employ a participating workforce comprised of twenty-five (25%) local residents of New London County, CT, with residents of the City of New London, CT getting a priority representing fifty percent (50%) of said participation, which will include twenty-five percent (25%) female and minority.

Standard Request for Qualifications (RFQ) and Contract Terms and Conditions (con't)

17. The City has an employee training preference goal that apprenticeship opportunities be made available for state licensed trades on public prevailing wage projects with thresholds greater than \$100,000 for renovation and \$400,000 for new construction. For such projects, it is understood that contractors shall make a good faith effort to employ a minimum of ten percent (10%) of the workforce per state licensed trade as apprentices and, of this number, a minimum of fifty percent (50) shall be in the first year of apprenticeship training.

Contract

18. The existence of a contract shall be determined in accordance with the requirements set forth above.
19. The Contractor shall not assign or otherwise dispose its contract or its right, title or interest, or its power to execute such contract to any other person, firm or corporation without the prior written consent of the City of New London.
20. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority for the City of New London to purchase these commodities or services on the open market. The contractor agrees to promptly reimburse the City of New London for excess cost of these purchases. The purchases will be deducted from the contracted quantities.
21. The Contractor agrees to hold the City of New London harmless from liability of any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the Contract; Guarantee its products against defective material or workmanship; repair damages of any kind, for which it is responsible to the premises or equipment, to its own work or to the work of other contractors; obtain and pay for all licenses, permits, fees etc., and to give all notices and comply with all requirements of the City of New London, the State of Connecticut and the U.S. Government.
22. Insurance requirements generally apply to contract services, professional services and public works improvement/construction projects. The Contractor will carry commercial general liability insurance to protect the City of New London from loss. The following minimum limits shall be met:

Bodily Injury and Property Damage – One million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) aggregate

Products or Completed Operations - One million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) aggregate

Professional Liability (Errors and Omissions) Coverage appropriate to the contractor's operations – Two million dollars (\$2,000,000.00) each occurrence

Commercial Automobile Coverage including owned, non-owned, leased and hired vehicles (if used on City of New London property) – One million dollars (\$1,000,000.00) combined single limit for each accident.

Workers' Compensation Coverage - Will be in accordance with State of Connecticut requirements at the time of Proposal.

Any deductible or self-insured retention must be disclosed and any claim payments falling within the deductible shall be the responsibility of the contractor.

The CITY requires that these aggregate limits be maintained by the CONSULTANT as required. It is the responsibility of the CONSULTANT or his representative to notify the CITY if ever or whenever claims reduce the General Aggregate below \$1,000,000.

The Contractor shall require all subcontractors to carry the same forms and minimum coverages that it is required to provide. Evidence of these coverages must be provided to the City of New London Purchasing Agent prior to the contractor or subcontractor coming onto the work site.

Standard Request for Qualifications (RFQ) and Contract Terms and Conditions (con't)

All insurance policies shall be endorsed to the City of New London, its officers and employees as additional insured, and shall not be reduced or cancelled without thirty (30) days prior written notice to the Purchasing Agent. In addition, the contractor's insurance shall be primary as respects the City of New London, and any other insurance maintained by the City of New London shall be excess and not contributing insurance with the contractor's insurance.

23. Notwithstanding any provision or language in this contract to the contrary, the Mayor may, without cause, terminate this contract for the City's convenience upon approval by the City Council, whenever he/she determines that such termination is in the best interest of the City of New London. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the City of New London for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both Immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the City of New London all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing its duties under this contract, whether completed or in progress. All such documents, information and materials shall become the property of the City of New London. In the event of such termination, the contractor shall be entitled to reasonable compensation as determined by the Mayor, however, no compensation for lost profits shall be allowed.

Delivery

24. All products and equipment delivered must be new unless otherwise stated in the proposal specifications.
25. All deliveries will be to the locations specified by the City of New London. The City of New London does not have a loading dock therefore all Contractors will be responsible for inside delivery without assistance from City of New London personnel.
26. Payment terms are net 45 days after receipt of goods or invoice, whichever is later, unless otherwise specified.
27. Charges against a Contractor shall be deducted from current obligations. Money paid to the City of New London shall be payable to the Treasurer, City of New London.

Saving Clause

28. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The contractor will give written notice of the cause and probable duration of any such delay.

Advertising

29. Contractors may not reference sales to the City of New London for advertising and promotional purposes without prior approval of the City of New London.

Rights

30. The City of New London has sole and exclusive right and title to all printed material produced for the City of New London and the Contractor shall not copyright the printed matter produced under this contract.
31. The Contractor assigns to the City of New London all rights, title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the Connecticut General Statutes. This assignment occurs when the contractor is awarded the contract.
32. The Contractor agrees that it is in compliance with all applicable federal, state and local regulations, including but not limited to Connecticut General Statutes Section 7-148i. The Contractor also agrees that it will hold the City of New London harmless and indemnify the City of New London from any action which may arise out of any act by the Contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.

Standard Request for Qualifications (RFQ) and Contract Terms and Conditions (con't)

33. This contract is subject to the provisions of Executive Order Number Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provision of Executive Order Number Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and Section 16 of Public Act 91-58, nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.



REQUEST FOR LETTER OF INTEREST
NEW LONDON PORT AUTHORITY
OPERATOR FOR DOCKING
JANUARUY 18, 2017



INTRODUCTION

The City of New London and the New London Port Authority hereby give notice pursuant of their request for interest from a private operator or any persons interested in operating docking and mooring of New London Waterfront Park owned by the City of New London known as “New London Waterfront Park”, located at 1 Waterfront Park. The property has water access to the Thames River.

The Property is located in Historic Downtown New London. The Waterfront consists of:

- City Pier 225-285 Ft long and depths ranging from 7ft to 20 ft
- City Pier floating docks - with depth from 18ft – 21 ft
- Amistad Pier 140 Ft long with depth approximately 11 ft
- Custom House Pier 225FT long with depth ranging from 10 ft to 19 ft
- Thirty –one helix transient moorings and Dinghy Dock
- Support buildings- Info booth, public restrooms, boater’s showers and laundry

The Thames River with its quick access to Long Island Sound and the Atlantic Ocean, New London Harbor today is a boater-friendly Connecticut destination that offers historic attractions, multiple options for docks and moorings, and over 300 years of history and architecture to explore.

New London Harbor remains a working port, with ferries, cargo ships, tugboats, barges, fishing boats, Coast Guard vessels and even the occasional submarine to be seen on the Thames River and in Fisher’s Island Sound. The harbor is a convenient stopover for those cruising the length of Long Island Sound or the entire coast of New England. New London Harbor is a natural jumping-off point for cruises to Block Island, Newport, Shelter Island, Orient Point and Montauk Point.

Purpose and Scope

The City of New London seeks a qualified company to manage the moorings, docks and wharfs along the Waterfront Park in the city’s central business district. Interested companies should have the ability to attract maritime commerce to the City’s waterfront assets. The City is specifically interested in attracting (1) large yachts to moor while fueling, provisioning, and boarding crew or charter passengers; (2) pleasure vessels for overnight stays; (3) commercial ventures such as fishing and sailing charters; (4) visit by yacht clubs on their annual cruisers; (5) Tall Ships engaged in sail training or educational activities.

Interested companies should be prepared to generate sufficient revenue to provide a share to the City. The City expects the operator to be responsible for (1) reservations, assignment and supervision of transient vessels; (2) aggressive marketing of the waterfront facilities to recreational boaters, yacht and cruising clubs, and event organizers; (3) coordinating with

other organizations having missions complimentary to waterfront utilization; (4) preparing monthly reports delivered at the regularly scheduled Port Authority meeting(s).

The City values proposals that enhance visitors to our historic downtown, encourage patronage of downtown restaurants and businesses, and enhance business opportunities for New London contractors and maritime businesses.

Submittal Requirements

Submissions must be delivered in a sealed envelope with the title **RFQ 2017-09 Operator for Docking** delineated on its front. One original (clearly identified as such) and eight (8) paper copies must be received no later than 12:00pm Noon on February 8, 2017.

DO NOT USE 3-RING BINDERS.

Respondents must set forth accurate and complete information for each of the items listed below. At the City's discretion, failure to do so could result in disqualification.

1. Respondent Information: Please provide the following:

1. Firm Name
2. Permanent main office address
3. Date firm organized
4. Legal form of ownership (if a corporation, indicate where incorporated)
5. Number of years engaged in services you provide under present firm name
6. Names, titles, reporting relationships, background and experience of the principal members of your organization (including officers) specifically relating to marine background
7. List any contracts or purchase orders in the last seven (7) years between the respondent and any agency of the City of New London
8. Conflict of interest: Disclose any current (within the last 5 years) business, financial, personal or other types of relationships, which may pose a conflict of interest.
9. Outline your firm's marketing plan to attract maritime commerce to the City of New London's Waterfront Park
10. Should the City issue addenda to the request, acknowledgement of receipt of the addenda is required in the proposal package

2. Information Regarding: Failure to Complete Work, Default and Litigation:

1. Have you or any member of your firm failed to complete any work awarded to you? If so, where and why?
2. Have you or any member of your firm defaulted on a contract? If so, where and why?
3. Is there any pending litigation involving you or any member of your firm which could affect your ability to perform an agreement with the City of New London? If so, please describe.

4. Has your firm or any member of your firm ever had a contract terminated for cause within the past five (5) years? If yes, provide details.
5. Has your firm or any member of your firm been named in a lawsuit related to errors and omissions within the past five (5) years? If yes, provide details.
6. Has your firm or any member of your firm been taken to arbitration and lost within the past five (5) years? If yes, provide details.
7. During the past seven (7) years, has your firm or any member of your firm ever filed for protection under the Federal Bankruptcy laws? If yes, provide details.
8. Are there any other factors or information that could affect your firm's or firms' team members' ability to provide the services being sought about which the City should be aware?

NEW LONDON PUBLIC WATERFRONT FACILITIES

