

****THIS PAGE MUST BE FILLED OUT AND MUST BE THE COVER PAGE OF YOUR PROPOSAL****

Glen Cove Industrial Development Agency

Request for Proposal (RFP)



GARVIES POINT MARINA OPERATOR

Proposals Due: APRIL 4, 2023 BY 10:00 A.M. (EST)

PROPOSER'S NAME: _____

E-MAIL ADDRESS: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS (if different from physical address):

Posted on: <https://www.bidnetdirect.com/new-york/cityofglencove>

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INVITATION TO PROPOSERS

REQUEST FOR PROPOSALS - Notice is hereby given that the Glen Cove Industrial Development Agency (IDA) is seeking to retain a qualified company to operate and manage the Garvies Point Marina located adjacent to 45 Herb Hill Road in Glen Cove, NY.

Proposers may obtain the Request for Proposals (RFP) on BidNet Direct (<https://www.bidnetdirect.com/new-york/cityofglencove>). The RFP is also available for download on the Glen Cove IDA website (<https://glencoveida.org/request-for-proposal/>). Requests for Information are due by MARCH 28, 2023 BY 4:00 P. M. Proposals are due by APRIL 4, 2023 BY 10:00 A.M.

**GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY
9 GLEN STREET, GLEN COVE, NY 11542**

REQUEST FOR PROPOSALS

Garvies Point Marina Operator

Proposals Due: APRIL 4, 2023 BY 10:00 A.M.

SECTION 1. INTRODUCTION

1. Purpose

The City of Glen Cove Industrial Development Agency (“IDA”) invites proposals from experienced Marina Operators (“Proposers”) interested in managing the Garvies Point Marina (“Marina”) located adjacent to 45 Herb Hill Road, Glen Cove, NY 11542.

The selected Marina Operator will assume sole responsibility for the daily operation of the Marina and will adhere to the included Scope of Services. The IDA will award the management agreement to one entity, though subcontracting is permissible with approval by the IDA and in accordance with the terms of the executed agreement. All revenues from the Marina will be remitted to the Glen Cove IDA and the Selected Marina Operator will receive a management fee for its services. The selected Proposer will work with the IDA to set the fee schedule for the slips.

2. Overview of Garvies Point Marina

The Marina lies within the City’s 56-acre Garvies Point Waterfront Revitalization Area – an area of regional significance where major redevelopment and revitalization efforts have been made for more than 30 years. Formerly a blighted and contaminated waterfront - the area is now completely remediated and supporting new residential and commercial use, as well as a 1-mile-long waterfront esplanade that connects its landscaped green spaces, marinas, restaurants, and residences.

Existing Marina Infrastructure

As part of the waterfront redevelopment, the developer (RXR Realty) worked with the City of Glen Cove and IDA to build the Marina in 2021 in a section of Glen Cove Creek that was substantially underutilized. The Marina facilities comprise the following new infrastructure:

- Steel sheetpile bulkhead and concrete cap with finished plaza framing an approximate 37,400 square foot open water marina area inshore of the federal navigation channel.

- Approximately 47 slips for seasonal and transient boaters comprised of Meeco-Sullivan timber floating docks, heavy duty; 6 ft wide main walkways and 3 ft wide fingers. The slips vary from approximately 70 ft in length down to 13 ft. The docks are anchored with driven timber piles approximately every 20 ft on center.
- Two access/egress gangways; lighted.
- Electrical (30A) and water service (potable) to each slip via Marine Electrical Equipment (MEE) pedestals.
- Dredged water depths to -5 ft MLW.

Marina Configuration

Please see Attachment 1: Marina Configuration Diagram

Glen Cove Creek

As of 2017, the annual commercial tonnage transported through the creek was 75,000 tons, which consisted entirely of building stone. Subsequently, the redevelopment of the areas around the waterway has reduced the capacity. The creek also supports recreational boating, including several commercial marinas.

The channel entrance to the creek is characterized by shifting sands and shoals narrowing the channel. Once inside the creek, water depths stabilize due to the commercial traffic (tug boats). It was last dredged by the US Army Corps of Engineers out to the Hempstead Harbor Buoy in FY 2013. This navigation asset is currently in caretaker status. The latest (FY 2021) hydrographic channel condition survey and controlling depth report is published on the District's website: <https://www.nan.usace.army.mil/Missions/Navigation/Controlling-Depth-Reports/>

Local Developments

- Garvies Point Waterfront Redevelopment. This highly anticipated \$1 billion redevelopment project offers a dynamic vision with many economic, environmental and public recreational benefits for Glen Cove and the surrounding North Shore region. It will transform 56 acres of post-industrial blighted waterfront into a sustainable, mixed-use community, including approximately 1,110 residential units with 10% workforce housing, 75,000 square feet of commercial and retail space, as well as 28 acres of open space. Three residential buildings (Harbor Landing, 385 luxury market-rate rentals & The Beacon, 166 luxury condominiums) developed during Phase I of construction consisting of approximately 551 units are completed, in addition to the majority of the 28 acres of public amenities and open space.
- RXR Glen Cove Village Square is a mixed-use development project in the heart of our downtown and a centerpiece in the revitalization of Downtown Glen Cove. The project will attract tourists, diners, shoppers around a 16,000 sf. of open plaza space for the City's public use to continue with the tradition of Downtown Sounds, holiday celebrations, parades/events, concerts, etc. This 2.5 acre, five story, mixed use project is in the heart of Downtown Glen Cove and sits on a large public plaza. It has already revitalized the

downtown area by creating approximately 146 residential rental housing units, including 13 workforce units, approximately 15,600 sf. of commercial space and approximately 1,900 sf. of medical office space and 171 parking spaces on site. Village Square's occupancy rate is 99%.

- Fairfield (North and South) – answers the needs of professionals, millennials and young families, located on Pratt Blvd and Glen Street offers walkability to downtown Glen Cove and easy access to Glen Cove's waterfront. The management consistently reports occupancy rates of 97%-98%.
- Breton Landing – 72 luxury condominiums for an active adult population (55+) answering the needs of our active aging population. Features near-by access to golf, beaches, parks, tennis and fine dining on the North Shore's Gold Coast. The Glen Cove Ferry is featured as an amenity in the marketing of this project.

SECTION 2. STRUCTURE

It is intended that the selected Proposer will begin its operation of the Marina upon execution of a management agreement ("Contract") for a period of up to ten (10) years with the potential for extension options at the mutual discretion of IDA and Operator. Under no circumstances shall the original Contract term, combined with any extension options, surpass fifty (50) years. The Contract is expected to be fully executed in time for the Summer 2023 boating season opening on May 1, 2023.

While the structure of the legal agreement will be a management agreement, whereby the Operator will be responsible for the overall business activities within the property; the IDA has an interest in the quality of service, care and maintenance of the subject property and operating facilities and therefore will require detailed explanation of planned services, property improvements, operational proforma, and business plan in Proposer's proposal.

Additionally, the property is in a "NEW" condition. The Marina was built new in 2021, as such, there are no tenants or existing customers. The Operator is to establish the Marina under the terms of the management agreement. Substantial capital investment was completed for the construction of the Marina in 2021 including, but not limited to dredging, new seawall and docks, utilities, gangways, and plaza finishes. The Operator will be responsible for additional capital investment and repairs.

SECTION 3. SCOPE OF SERVICES

The Selected Marina Operator will assume sole responsibility for the daily operation of the Marina and at a minimum be responsible for the following tasks:

1. Marina Operations Management

- a. Develop a comprehensive plan for managing, marketing, operating, and maintaining the Marina. The plan must also ensure a clean, safe and enjoyable recreational facility for boaters at a competitive price point.
- b. The Selected Marina Operator shall implement best practices and follow guidelines including those from, but not limited to: the New York State Department of Environmental Conservation (NYSDEC), the State of NY, The County of Nassau, OSHA; and all federal, state, and county marine-related regulations.
- c. The plan should include regularly scheduled hours of operation and how the marina will be accessible to the public/customers.
- d. Provide and maintain necessary equipment to perform Marina operations including, but not limited to, transporting vessels service/repair and/or summer slip rentals, floating docks, and general Marina maintenance as outlined herein.
- e. The Selected Marina Operator will be responsible for providing all staff, equipment, vehicles and materials for the use and maintenance of all docks, gangways and associated parts of the dock system.
- f. The Selected Marina Operator shall be responsible for maintaining current licenses and registrations for all equipment and ensuring all personnel who operate such equipment that requires for licensure/certification, qualification, or competency as required by federal, state, and local laws, meet those requirements.
- g. The Selected Marina Operator shall submit verification and copies of all up-to-date licenses and certifications as requested by the IDA/City/County/State and other regulatory agencies, as required.
- h. Maintain all records and reports that pertain to the management and operation of the Marina including, but not limited to:
 - i. Wet slip tenants
 - ii. Security activities
 - iii. Financial and management/operational issues
 - iv. Maintenance records
 - v. Transient slips and interim rentals
 - vi. Collection of rents, deposits, and any other related fees
 - vii. Environmental and regulatory fees and permits
- i. Such records and reports shall be made available to the IDA upon request at any time during the term of the Contract and shall be provided promptly to the IDA in the event of the termination of the Contract. A monthly and annual reconciliation of revenues and expenses shall be submitted to the IDA within 30 days following each month and within 30 days after the end of the season.
- j. Maintain copies of, or have ready access to, the latest federal, state, and local laws and/or regulations applicable to Marina and boating activities. The Selected Marina Operator shall ensure compliance with all such laws and regulations, including, but not limited to required permits.

- k. Ensure all vessels, vehicles, and equipment berthed within the Marina are always properly maintained and in a clean and safe condition. All vehicles, vessels, and equipment that do not meet the above criteria, shall be promptly removed from the premises. The Selected Marina Operator shall request copies of each vessel's current registration and proof of insurance when preparing new and/or renewed moorage contracts. Such records shall be maintained by the Selected Marina Operator and available for review by the IDA, annually or upon request.
 - l. Develop, establish, administer, and ensure compliance with mooring contracts to be entered into by the Selected Marina Operator with each Marina tenant.
 - m. Prepare a set of Marina rules and regulations and prepare a copy for the IDA subject to the IDA's review within thirty (30) days of execution of this Contract. Such rules and regulations shall be visibly displayed at the Marina's entrance and distributed to all Marina tenants. These rules shall be modified or amended to remain in compliance with state and local laws and regulations.
 - n. The Selected Marina Operator shall be responsible for all of its employees' and agents' wages, benefits, insurance, and taxes in accordance with state policies and procedures.
 - o. The Selected Marina Operator shall be responsible for the cost of training and licensing staff, required to conduct Marina operations. Under no circumstance shall Operator's employees, implied or otherwise, become employees of the IDA.
 - p. The Selected Marina Operator shall be responsible for all office furniture, operational supplies, materials, equipment, and services utilized in the operation and management of the Marina.
 - q. The Selected Marina Operator shall allow the IDA/City and its agents to enter the property in case of emergency and to examine the premises at reasonable times and further provide necessary keys or required access as may be required.
 - r. Permits – the Selected Marina Operator shall obtain all necessary permits for operations of the Marina, including but not limited to: City, County, State, and Federal programs.
2. Environmental Operational Requirements
- a. The Selected Marina Operator shall adhere to all applicable federal, state, local environmental and safety laws, rules, regulations, policies, and requirements.
 - b. Establish and communicate an environmental policy for Marina operations and boater activity, including allowable and prohibited boater maintenance, to all Marina customers.
 - c. Ensure that an area is designated for used oil, used oil filters, and used bilge pad. The Selected Marina Operator shall maintain on Marina premises, sufficient quantities of absorbent materials for use in case of chemical or oil spills. In the event of any actual or suspected spill of any chemical, petroleum product, or wastewater, the Selected Marina Operator shall immediately notify regions' designated protocol, as well as the IDA, and immediately take all measures necessary to control the spread of the spilled material, and to clean it up.

- d. This area shall be maintained by the Selected Marina Operator, and all waste materials must be disposed of properly and in accordance with City, County, State and Federal requirements.
- e. The Selected Marina Operator shall have environmental services on-call in the event an environmental hazard greater than an event the Selected Marina Operator is prepared for. The IDA can direct the Selected Marina Operator to organizations that can assist with this matter.
- f. The Selected Marina Operator shall provide the IDA with the record of any and all environmental hazards within a 24 hour period and by the following business day after weekends and/or holidays.
- g. The Selected Marina Operator must establish a recycling program for paper, plastics, glass, zinc and other metal anodes, used oil, and any other recycling materials, per state and county regulations.
- h. The Selected Marina Operator shall not permit the storage of any hazardous substances or materials, including, but not limited to illuminating oils, oil lamps, turpentine, benzene, or other similar substances or explosives of any kind, or any substance or thing prohibited by the standard policies of fire insurance companies in New York.
- i. The use of fireworks, firework displays, or any pyrotechnics shall not be permitted on the Premises.

3. Maintenance and Repair of Facilities and Equipment

- a. The Selected Marina Operator shall be responsible to provide any and all tools, fixtures, furnishings, equipment and other appurtenances necessary to successfully operate the Marina in accordance with the terms set forth in this Contract. The property may come with boat lifts to remove vessels from the water for service. Such lifts, while the property of the IDA, shall be available for use by the operator during the term of the agreement, in “as is” condition. Operator will be responsible for any maintenance, repair and certification required for use of the equipment.
- b. Provide an annual inspection and maintenance schedule to prevent deterioration of facilities and equipment.
- c. Maintain Marina facilities and equipment including, but not limited to the following:
 - i. All docks/fingers and gangways
 - ii. Utility services
 - iii. Storage area(s)
 - iv. Fencing, gates, and locks
 - v. Lighting systems
- d. Groom and maintain the Marina landscape and water areas, including, but not limited to:
 - i. Shoreline, and property border
 - ii. Ensure that waters are kept free of debris and obstructions.

- e. The Selected Marina Operator shall ensure facilities are always maintained in a clean and sanitary condition.
- f. Repair, replace, rebuild, and paint all or any part of the premises as needed.
- g. The Selected Marina Operator shall submit a written request to the IDA for any proposed modification to the interior, exterior, or any surrounding areas on the Premises. Any required permits will be the responsibility of the Selected Marina Operator.
- h. Repair all damage to the Premises resulting from vandalism or other destructive acts.

4. Vessel Monitoring/Inspection

- a. Maintain records of all vessels berthed in the Marina and ensure that no vessel is in such a condition that it may list, capsize, sink, or release fuel, motor oil, or any other hazardous material or pollutant into the water.
- b. Maintain a comprehensive list of slip occupant tenants that includes vessel information and slip assignments. Provide list to the IDA upon request.
- c. Perform visual inspections of all vessels upon initial and all subsequent slip assignments, and at appropriate frequencies thereafter, the Selected Marina Operator is also required to ensure the vessel is registered, documented, and insured, as well as in compliance with berthing requirements as set forth in the mooring contracts.
- d. Terminate mooring agreements as necessary and ensure vessels leave Marina, using lien-sale remedies if/when necessary.
- e. Remove and dispose of all abandoned or derelict vessels. Measures should be in place to prevent vessels from being abandoned and/or derelict. Any vessel that presents a safety or environmental hazard must be addressed in a timely manner.

5. Security

- a. Provide all necessary security measures to protect patrons, guests, employees, and all other individuals from any disturbance or other occurrence that may be attributable to the Marina operations.
- b. If property is secured, copies of all pass codes and keys will be supplied to the IDA and City personnel such as Harbor Patrol.

6. Utilities, Trash and Debris

- a. The Selected Marina Operator shall be responsible for all utility costs including, but not limited to, electricity, sewer and water, as required by Marina operations.
- b. The Selected Marina Operator shall be responsible for the cost of storage, removal and disposal of all refuse and garbage generated from the Marina operations. Disposal of all refuse left by patrons on the premises is the sole responsibility of the Selected Marina Operator.

7. Signage

- a. The IDA reserves the right to erect, remove, or change signs at the exterior of the Premises as it deems necessary and desirable for the convenience of the public. No

exterior signs shall be erected, removed, or changed by the Selected Marina Operator without prior written approval of the IDA.

SECTION 4. PROPOSAL REQUIREMENTS

Proposals shall be submitted with a completed **Proposal Cover Sheet** (see first page of this RFP) as the cover page / first page. **The proposal shall be presented in separate tabs as noted:**

- 1) **Firm Description:** A description of the corporation tenant entity that is submitting the Proposal including, but not limited to:
 - a) The intended form and structure of the owner or tenant entity and any proposed partnership or joint venture must be clearly explained.
 - b) Describe how your firm is organized, noting major divisions and any parent/holding companies, as well as brief history of the firm and all personnel potentially to be involved in the project including all sub-consultants. Designate the Principal in Charge and other key personnel. Include résumés.
 - c) The Proposer must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily enter the lease and provide the services required to operate a successful Marina.
 - d) Name, address, phone number and email of each member of the owner or tenant entity. Proposers must provide the Federal EIN numbers of the development entity and identify a primary contact person.
 - e) Documentation addressing whether the Proposer, or any participating member of the team, has been involved in any litigation or legal dispute regarding a business venture during the past five years.

- 2) **Firm Qualifications**
 - a) Resumes of key management team members and applicable licenses.
 - b) Description of background and experience in Marina management and operations at a facility of comparable scale and scope.
 - c) Provide a list of references with the current contact person, e-mail address, and phone number who may be contacted regarding firm performance.

- 3) **Project Approach:** Provide detailed description outlining your firm's approach to assuming the services of the Marina. Highlight innovative ideas your firm may have to provide to the IDA and describe in detail your procedures and plans for Marina operation. Proposers are encouraged to expand on the Scope of Services to demonstrate their expertise. The description should address:

- a) Evidence of the Proposer's ability to be responsive to this project in regard to timeliness and expertise, including availability of staff proposed to be assigned.
 - b) A narrative detailing the proposed vision for the Marina, which shall include the Proposer's approach to operations, safety, and maintenance of the Marina.
 - c) Specific plans for Marina operation including planned services, property improvements, operational proforma, and business plan.
 - d) All planned modifications to the Marina's slip layout or capacity, if any.
 - e) Generalized narrative of supplementary information; marketing materials; and/or supplementary graphic material.
 - f) Plans for how existing Proposer's resources, including marina-related resources and services, may be leveraged in order to improve operational efficiency of the Marina.
- 4) **Financial Offer:** Summary of financial consideration to be provided by the Proposer. This should include:
- a) The proposed management fee to be paid to the proposer.
 - b) Description of proposed budgeted capital investment in property improvements and timeline for such investment.
 - c) Proposed term of contract/extension.
 - d) A detailed pro-forma for the first five (5) years of operation including all revenues, costs, Marina utilization/occupancy, etc.
- 5) **Financial Statements:**
- a) Proposer shall submit a full and detailed presentation of the true condition of the Proposer's assets, liabilities and net worth. The report should include a balance sheet and income statement. If the Proposer is a new partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. If the Proposer is a publicly held corporation, the most current annual report should be submitted.
 - b) Include your firm's last two (2) annual CPA audited financial statements. Include a copy on your company's letterhead. The Proposer's financial statements will be kept confidential to the extent permitted by law except as may be required to defend the IDA against any legal action pertaining to this RFP or arising out of or related to the subject agreement.
- 6) **Insurance Requirements:** Include a statement verifying that if selected, the Operator and any subconsultants will meet the insurance requirements listed in this RFP.

Upon notice of the IDA's intent to award, the Selected Marina Operator must furnish the insurance certificates as described below within five business days.

- a) Workers' Compensation to limits required by New York State law.

- b) Disability Benefits coverage as required by New York State Disability Law.
- c) Commercial General Liability Insurance - \$500,000 for bodily injuries, including wrongful death to any one person, and \$2,000,000 each occurrence, and \$5,000,000 general aggregate.
- d) Business Automobile Liability - \$1,000,000.
- e) Professional Liability Insurance - \$1,000,000 maintained during and for a period of three (3) years after completion of the contract for the subject project.
- f) Property Damage Insurance - \$100,000 for damages on account of any one accident and \$200,000 dollars aggregate during the policy period.
- g) XXX shall be listed as Certificate Holder on all liability insurance certificate(s), as additional insureds on endorsement(s) and on additional supporting documentation.
- h) All contracting firms' insurance policies shall name the following entities as additionally insured:
 - i)
City of Glen Cove
Glen Cove Industrial Development Agency
Glen Cove Local Economic Development Corporation
RXR Glen Isle Partners LLC
The Garvies Point Master Association Inc. (The "Master Association") and any Member, Manager and Officer of the Master Association
- j) The insurance policies should be provided by insurance companies licensed to do business in the State of New York.
- k) Pollution Liability Insurance (if work involves pollution sensitive operations, as deemed by the IDA) at \$2,000,000 an occurrence and \$2,000,000 aggregate
- l) Marine Protective and Indemnity Liability

Minor subconsultants or service providers may petition for reduced insurance amounts through the Marina Operator, but such limits will be established based on perceived liability by the IDA, value of such minor services, and at the sole discretion of the IDA's attorney.

SECTION 5. SUBMISSION REQUIREMENTS

*The Proposer shall submit this proposal electronically **via BidNet by the date and time stated in this solicitation.***

The RFP number for this solicitation is **RFP #2023-013**.

Emails with questions regarding submission requirements only can be sent to Ann Fangmann, Director of the Glen Cove IDA, at afangmann@glencovecda.org.

Responses shall cover all information requested to be answered in this RFP. Responses which, in the judgment of the IDA, fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain deletions from requested information, or contain errors may be rejected.

SECTION 6. REQUESTS FOR INFORMATION

All questions/Requests for Information (RFI) will be received and answered **on BidNet only**. All questions/requests for information should be submitted by **4:00 p.m. EST on March 28, 2023**. After this date, no questions will be taken.

The authorized contact person for this procurement is Ann Fangmann, Director of the Glen Cove IDA. **All questions are to be posted on the BidNet platform; please do not email questions. If questions are emailed, they will not be answered.** If Proposers require other information, please email afangmann@glencovecda.org for further clarification.

Ms. Fangmann will compile all responses which pertain specifically to this project and will distribute them to the BidNet list of registered Proposers on or by **March 31, 2023** via an addendum. The answers will only be posted on the BidNet website (<https://www.bidnetdirect.com/new-york/cityofglencove>) as an addendum to the RFP. **The Proposer shall be responsible for visiting the City of Glen Cove's BidNet site to check for any addendums issued for this RFP.**

Contact with personnel other than Ms. Fangmann is grounds for elimination from the procurement process.

SECTION 7. PROPOSAL EVALUATION

Proposals will be evaluated and ranked by the IDA using the following criteria with the assigned weighted percentages. Proposals will be reviewed on quality, expertise, and completeness; potential for completing the work as specified in the RFP; experience with projects similar in nature and previous experience with municipal clients; understanding of and approach to the project in conjunction with the proposed schedule; the organization, availability, and qualifications of key personnel; cost reasonableness; familiarity with State and Local requirements; logistics and familiarity with the project area; and ranking with competing Proposers.

Experience with projects similar in nature and previous experience with municipal clients	40 points
Project approach/ understanding/ schedule	20 points
Organization/ availability/ qualifications of key personnel	10 points
Cost Reasonableness	10 points
Familiarity with Federal, State and Local requirements	10 points

Logistics and familiarity with the City of Glen Cove	10 points
TOTAL:	100 points

The IDA may determine a short list of up to three (3) qualified Proposers which may be asked to appear for a personal interview at the offices of the IDA and make a presentation as part of the interview. Due to the COVID-19 pandemic, there is a possibility that interviews may be conducted via video call, rather than in-person. Non-attendance will be grounds for disqualification. The presentation format is to be determined by the Proposer. The Proposer should be prepared to clarify any components of their proposal with the IDA.

The Selection Committee for this RFP may include, but is not limited to: IDA Chairperson, IDA Executive Director, IDA Executive Assistant, IDA Attorney and Chief Harbor Master.

Proposers may be subjected to additional questions by the IDA. Non-responses will be grounds for disqualification. Additional technical and/or cost information may be requested for clarification purposes, but in no way may Proposers change the original submitted proposal.

The Proposers must make their proposal with no expectation of reimbursement or compensation for time or material costs incurred in preparation of their proposal.

SECTION 8. SCHEDULE OF DATES

1. Release of RFP	March 22
2. Deadline for RFIs	March 28 at 4:00 p.m.
3. Answers to RFIs (posted on BidNet)	March 31
4. Proposal Submission Deadline	April 4 at 10:00 a.m.
5. Award of Contract	~April 11
6. Contract Signed	~April 12
7. Kickoff Marketing Campaign	~April 13
8. Start of Marina Season	~May 1

SECTION 9. PROPOSAL CONDITIONS

1. Conditions Governing Proposals

Only those proposals, which contain complete information and are responsive to the RFP, will be considered. Proprietary or patented information, which may be included in the proposal, must be clearly identified and brought to the IDA's attention.

The IDA reserves the following rights:

- To accept or reject any or all proposals;
- To waive or modify minor irregularities in proposals received;
- To amend specifications after their release, with due notice given to all Proposers to modify their proposals to reflect changed specifications;
- To award a contract for any or all parts of proposal and negotiate with the successful Proposer, within the proposal requirements, to best serve the interests of the City.

By submitting a proposal, the Proposer agrees that it will not make any claim for or have any right to damages because of any lack of information or misinterpretation of the information provided in this RFP. All costs incurred by the Proposer in connection with responding to this RFP shall be borne solely by the Proposer.

The IDA will not utilize any of the materials submitted in the RFP process included in unsuccessful proposals without permission.

2. Freedom of Information Law

All RFP submission materials become the property of the Glen Cove IDA. The IDA is subject to the Freedom of Information Law, which, under the Public Officer's Law Sections 87 and 89, allows for a process for public disclosure of certain records in possession of the IDA. Portions of the proposals which contain proprietary information, trade secrets, or information which could cause substantial injury to the competitive position of the Proposer can be excluded from public access. If there is such information included, and the Proposer wishes it to be excluded from access, the Proposer must notify the IDA in writing along with the specific reasons for the exception.

3. Notification of Award

Award of contract occurs when a formal contract has been approved by the Glen Cove IDA Board and executed by the Chairperson or Executive Director. A Recommendation of Award does not constitute award of contract. If a contract is awarded, it shall be awarded to the responsive and responsible Proposer whose offer conforming to the RFP will be most advantageous to the IDA as set forth in the Evaluation Criteria. The IDA will notify the successful Proposer by phone, followed by written confirmation. The IDA will notify each Proposer whose proposal is rejected in writing. A contract defining terms and conditions of the parties will be drafted by the IDA.

4. Liability

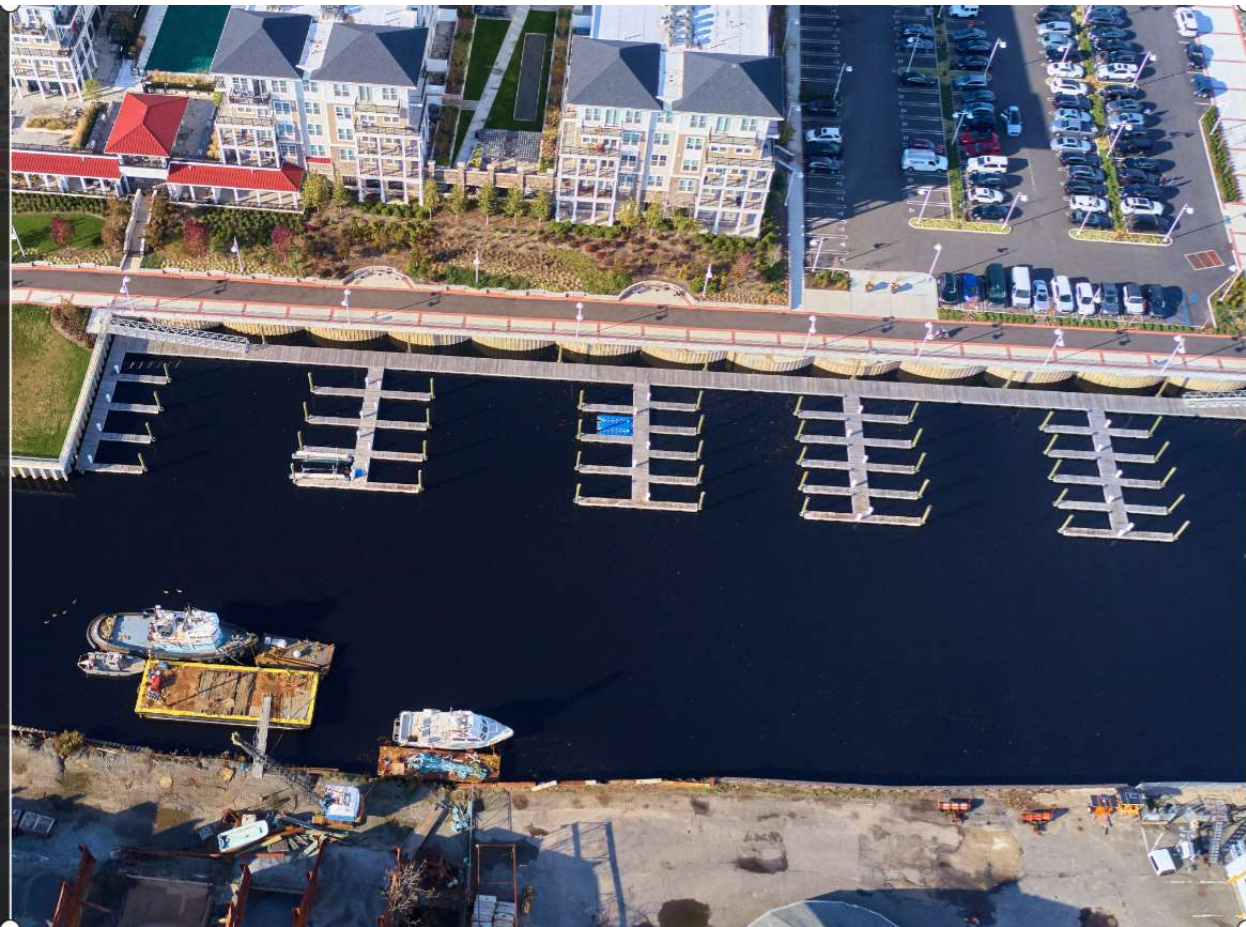
The Proposers must make their proposal with no expectation of reimbursement or compensation for time or material costs incurred in preparation of their proposal. The IDA is not liable for any costs incurred by any individual or firm for work performed to prepare its proposal or for any travel and/or other expenses incurred in the preparation and/or submission of its proposal. Further, the IDA is not liable for any costs incurred prior to approval of the contract.

5. Familiarization Costs

It is the sole responsibility of the Proposers to familiarize themselves with the IDA current programs, facilities, documents, and any other information which is necessary and relevant to the Scope of Services detailed in this RFP. The IDA will not allow any claims for payment which include billable time for familiarization costs borne by the Proposer in familiarizing themselves with the above, regardless of whether the costs were incurred prior to or following the submission of the Proposer's proposal or prior to or after receiving an award.

SECTION 10. Appendices

A. Photographs





B. Marina Configuration

