

City of North Tonawanda
Sweeney Canal Dock Commercial License
Request for Proposals
June 12 2025
Due Date: July 8, 2025

1. Summary

The City of North Tonawanda is issuing this Request for Proposals (RFP) to solicit interested parties seeking to license dock space for commercial use along the Sweeney Canal Docks. The goal of this RFP is to attract a commercial user whose business presence enhances the seasonal traffic and vibrancy of the Erie Canal/Gateway Harbor area of North Tonawanda.

2. Site Details

The leasable area presented in this RFP is up to 50-feet of linear dock space at the eastern end of the Sweeney Canal Docks adjacent to Niagara River Cruises commercial dock space (see attached map). The dock space includes water service and 30 amp electric service. The site does not have boater pump-out facilities, dedicated restrooms, or dedicated parking. Public restrooms are available in nearby Gateway Harbor and public parking areas are available in close proximity.

3. Price and Term

The City of North Tonawanda intends to make the space available for license seasonally between May 15 and October 15 for a four-year term, 2025-2028 inclusive. The annual cost to license the space will be \$2,800 with the 2025 year pro-rated based on the start date of the contract. Business must comply with all NYS Canal Corporation regulations including obtaining a permit to operate within the City's Canal Occupancy Permit area at Gateway Harbor. Business must also comply with all the necessary insurance documents required by the City as indicated in Attachment B.

4. Submission Requirements

Proposals must include the following information:

- A cover page including the following:
 - Business name and mailing address
 - Business's current legal status: corporation, partnership, sole proprietor, etc.
 - Business Federal Tax-ID number
 - Contact person's name, title, phone number, fax number, and e-mail address
 - Signature of authorized corporate officer

- A business description – narrative description the nature of the business and the intended use of the dock space. Information should include a description of services, hours of operation, target market, number of employees, proposed fee schedule, storage space requests, and any other information related to the proposed operation.
- Business experience – narrative description of the company’s operating history and/or the business owner’s experience operating this or other relevant businesses. Business owner must have a minimum of two years of experience operating a relevant business.
- If any additional alterations to the dock wall are proposed, signed and stamped drawings from a structural engineer must be provided for review by the City Engineer.

5. Proposal submission and deadline

Proposers must submit copies of their proposal as follows: five (5) printed hard copies and one electronic version in PDF format to alex@northtonawanda.org. Proposals must be in a sealed envelope labeled “Sweeney Canal Dock License Proposal”. Proposers may choose to provide additional sets if and when invited to do so for presentation purposes. Submissions will not be returned.

Proposals shall be delivered to the City on or before: **4pm on July 8, 2025**

To:

Attn: Alex Domaradzki (Parks & Recreation)
City Hall
216 Payne Avenue
North Tonawanda, NY 14120

Proposals received after the deadline may not be accepted.

RFP Inquiries

Prospective responders may only direct questions in writing to the following contact person:

Alex Domaradzki
North Tonawanda Parks & Recreation Director
alex@northtonawanda.org

The above contact person is the only individual who can be contacted about the project by proposers before the proposal deadline. The contact person cannot alter the terms of this RFP. If you would like a tour of the site please contact Alex Domaradzki above to schedule a tour.

6. Evaluation Criteria and Selection Process

In reviewing submitted proposals, the following criteria are among those that will be considered:

- Completeness of the proposal, the extent to which the proposal meets all of the required criteria outlined above.
- Anticipated impacts of the proposed commercial use, both positive and negative, on the immediate surrounding area.
- The experience and capacity of the company and/or owner in operating the proposed business.
- Compatibility of the proposed business within the existing activities along the Erie Canal/Gateway Harbor including hours of operation, parking and traffic impacts, and use.
- Overall quality of the submission.

The City reserves the right to schedule a formal presentation of your proposal to serve to answer and questions and further elaborate on your vision for use of the dock space.

7. Timing

The following represents the City's anticipated timeline for reviewing and selecting a qualified proposal. This timing is subject to change.

Submission deadline:	July 8, 2025
Complete evaluation/review process:	July 10, 2025
Final selection by City Council:	July 15, 2025

8. DISCLAIMER – CONFIDENTIALITY

The successful response will become part of the contract file and will become a matter of public record subject to public disclosure, as will all other responses received. If the response includes material that is considered by the bidder to be proprietary and confidential under 1 VSA, Chapter 5, the bidder shall clearly designate the material as such, explaining why such material should be considered confidential. The bidder must identify each page or section of the response that it believes is proprietary and confidential with sufficient grounds to justify each exemption from relicense, including the prospective harm to the competitive position of the bidder if the identified material were to be relicensed. Under no circumstances can the entire response or price information be marked confidential. Responses so marked may not be considered.

9. Right of Refusal

All proposals must be received on time and in full compliance with the instructions contained in the RFP. The City of North Tonawanda reserves the right to reject any and all Proposals, and to withdraw this solicitation at any time.

Attachment A: Site Overview

Site Overhead View



Site Dock View



Attachment B: Insurance Requirements

Insurance Requirements

CONTRACTORS' AND VENDORS' INSURANCE COVERAGE AND CERTIFICATES

1. GENERAL PROVISIONS

As to all required insurance:

- .1 The Contractor shall provide current Certificates of Insurance and accompanying documents as described herein for the City's approval prior to City's signing of contract(s).
- .2 "Certificate Holder" shall be **City of North Tonawanda** at the address of **216 Payne Ave, North Tonawanda, NY 14120**
- .3 Coverage must comply with all specifications set forth herein.
- .4 All insurance documents must be executed with authorized signatures.
- .5 The Contractor's required liability policies must be endorsed to provide that any Notice of Cancellation or Notice of Non-Renewal given to the First Named Insured shall also be given to the Additional Insureds for this project. **A copy of such endorsement(s) must be furnished to the Certificate Holder.**
- .6 Failure of the City to object to the Contractor's failure to furnish a Certificate or other evidence of the required insurance coverages, object to any defect in such Certificate or other evidence of coverage, or demand receipt of such Certificate or other evidence of coverage shall not be deemed a waiver of Contractor's obligation to furnish the required insurance coverages described herein. Nothing contained herein imposes on the City a duty or obligation to review any evidence of insurance coverages or issue any formal approval or acceptance of such evidence.
- .7 The Contractor's liability and indemnification of the City shall not be relieved or diminished by the Contractor securing insurance coverage in accordance with the City's requirements. Any approval by the City of such insurance coverage shall not be construed as accepting in any way the deficiencies in the Contractor's insurance coverage.
- .8 In addition to Certificates of Insurance and other documents, the Contractor shall provide to the City and other Certificate Holders, on a timely basis, copies of any subsequently issued endorsement(s) that amend applicable coverages or limits.

- .9 When any required insurance shall expire, due to the attainment of a normal expiration or renewal date, the Contractor shall supply, no later than ten (10) days prior to such expiration, the City with Certificates of Insurance and accompanying documents evidencing continuation of coverage in the same manner, limits of protection and scope as provided by the previous policy.
- .10 The Contractor will assure that any and all subcontractors retained by the Contractor carry and maintain insurance with reasonably prudent limits and coverage satisfactory to the City in light of the work to be performed, written by companies meeting the same criteria as required in Section 2. LIABILITY INSURANCE, and that the City is named additional insured on the subcontractor's liability policies according to the same requirements as described in Section 2.1(b).
- .11 The Contractor shall disclose to the City any deductible or self-insured retentions applicable to any of the coverages required herein of the Contractor.
- .12 The Contractor's liability coverage must not contain any exclusions or restriction of coverage for claims involving New York Labor Law, Employer's Liability, third party over actions, or equivalent.

2. LIABILITY INSURANCE

The Contractor agrees to secure and maintain, at the Contractor's own expense, all insurance coverage required herein from one or more insurance companies that are licensed to write such insurance in New York State or are eligible non-admitted insurers, per the current Excess Line Association of New York's (ELANY) official list. Insurers must carry an A.M. Best "Secure" rating of A- or better. The Contractor's insurance shall include the following, and shall be written with limits no less than hereinafter specified:

.1 COMMERCIAL GENERAL LIABILITY

- (a) Occurrence based **Commercial General Liability** coverage to include bodily injury, personal injury, and property damage applicable to ongoing operations, products & completed operations, and contractual liability, all with a per-project aggregate endorsement. There shall be no exclusions for NY State Labor Law. The coverage limits applicable shall be the greater of the amounts indicated below or the amounts carried by the Contractor:

General Aggregate	\$2,000,000
Products & Comp/Op. Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000

Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$ 50,000
Med. Expense (any one person)	\$ 5,000

- (b) Additional Insured:** Coverage in Commercial General Liability, Automobile Liability, and Excess Liability and/or Umbrella Liability policies or coverage sections shall be written or endorsed so as to apply to the following as **additional insured on a primary and non-contributory basis**:

"City of North Tonawanda and its employees, authorized volunteers, committee members and board members"

This Additional Insured coverage must be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; *and* CG 2037 forms together if later revisions are used, or the equivalent. In addition, the primacy of coverage must be at least as broad as ISO Form CG 20 01 04 13. The Certificate of Insurance must clearly state how Additional Insured coverage is achieved in the General Liability and Umbrella/Excess Liability policies. Certificates of Insurance must show the form numbers that are used to achieve all of the Additional Insured coverage. A copy of the actual policy language that achieves this coverage in each policy must be provided to the Owner with the Certificate of Insurance.

- (b) Waiver of Subrogation:** To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Umbrella/Excess Liability, and Workers Compensation policies in favor of the City.

- (c) Watercraft Liability:** The Contractor's insurance program must include form Watercraft Liability (P&I) Coverage with the City included as additional insured. The coverage limit applicable shall be the greater of the amount indicated below or the amount carried by the Contractor:

Each Occurrence	\$2,000,000
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- .2 EXCESS LIABILITY AND/OR UMBRELLA LIABILITY** applicable to Commercial General Liability and Automobile Liability policies. The Excess Liability and/or Umbrella Liability coverage limits applicable shall be the greater of the amounts indicated below or the amounts carried by the Contractor:

Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

Note: See Section 2.1(b) above for **additional insured** requirements applicable to the Excess Liability and/or Umbrella Liability insurance.

3. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE,

Must include Waiver of Subrogation in favor of Owner.

Coverage required by the laws of New York State as further described below.

- .1 Requirements.** To comply with coverage provisions of Section 57 of the Workers' Compensation Law, businesses must **(1)** be legally exempt from obtaining workers' compensation insurance coverage, **(2)** obtain such coverage from insurance carriers, or **(3)** be self-insured or participate in an authorized group self-insurance plan.
- .2 Coverage Evidence.** The Contractor must provide one of the following forms to the Owner, or the current equivalent of any of them in the event of revisions or replacements:
 - (a)** Either: **CE-200**, Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required
 - Or: **CE-200**, Affidavit That An OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage
 - (Affidavits must be stamped as received by the N.Y.S. Workers' Compensation Board)
- OR**
- (b)** Either: **C-105.2**, Certificate of Workers' Compensation

Or: **U-26.3**, New York State Insurance Fund Certificate of Workers' Compensation Coverage

OR

(c) Either: **SI-12** – Certificate of Workers' Compensation Self-Insurance,

Or: **GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance

4. NEW YORK DISABILITY (NYDBL)

Coverage required by the laws of New York State as further described below.

DISABILITY BENEFITS REQUIREMENTS UNDER WCL SECTION 220 SUBD. 8

.1 Requirements. To comply with coverage provisions of the New York State Disability Benefits Law, businesses must (1) be legally exempt from obtaining disability benefits insurance coverage, (2) obtain such coverage from insurance carriers, or (3) be self-insured.

.2 Coverage Evidence. The Contractor must provide one of the following forms to the Owner, or the current equivalent of any of them in the event of revisions or replacements:

(a) Either: **CE-200**, Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required

Or: **CE-200**, Affidavit That An OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage

(Affidavits must be stamped as received by the N.Y.S. Workers' Compensation Board)

OR

(b) Either: **DB-120.1**, Certificate of Disability Benefits Insurance

Or: **DB-820/829**, Certificate/Cancellation of Insurance

OR

(c) **DB-155**, Certificate of Disability Benefits Self-Insurance