

**SOUTHEASTERN CONNECTICUT COUNCIL OF GOVERNMENTS  
REQUEST FOR PROPOSALS  
WATER TAXI SERVICE OPERATOR  
FOR THE THAMES RIVER HERITAGE PARK**

**I INTRODUCTION**

The Southeastern Connecticut Council of Governments (SCCOG), in conjunction with the Thames River Heritage Park Transition Team and its successor, the Thames River Heritage Park Foundation, Inc, (the "Foundation") which is in the process of formation, is soliciting proposals from licensed commercial tour boat operators to select one such operator (the "Operator") to provide Water Taxi Service shuttling among at least three points linking the cultural and historic sites of the emergent Thames River Heritage Park (TRHP) in the lower Thames River estuary and operating on a schedule. It is anticipated that Water Taxi Service would be provided at a minimum on 3-day weekends during the 2016 season and gradually increasing over time to a daily schedule. The contract will be a three-year contract with the potential for one renewal period of an additional three years.

The following three sites would be required to be part of the Water Taxi route in 2016:

1. Waterfront Park in the Historic Waterfront District, downtown New London;
2. Fort Trumbull State Park in New London; and
3. Fort Griswold State Park in the City of Groton that will be accessed from the Fort Street Water Taxi Dock on Thames Street in Groton.

Subject to the approval by the Secretary of the Navy of the installation of a floating dock at the Submarine Force Museum (USS Nautilus) on the Groton side of the river, it is projected that at a future date, a docking facility at the USS Nautilus would be added.

An operating subsidy for the 2016 and 2017 seasons may be available. In addition, subsidized support will include the use of two 40-foot Willard utility boats, agreements to use the docks, overnight docking or mooring, and winter storage. The Thames River Heritage Park Foundation will also provide a plan and funding for marketing and promotion.

**II THAMES RIVER HERITAGE PARK DESCRIPTION**

The Thames River Heritage Park, designated by the state in 1990, is a heritage-based, family, educational and recreational attraction, which, similar to Boston's Freedom Trail, links together existing cultural and historic resources in New London and Groton. The park provides the opportunity for at least a full day experience at a variety of different venues, ranging from the grassy park settings that surround the two forts, and are perfect for family outings, to well-preserved prerevolutionary war homes. The basic concept of the park is to provide and promote a comprehensive and cohesive linkage of historic and cultural attractions. Making the sites more accessible to the public will add another major attraction to the region, which will encourage tourists to extend their stay and expand the economic opportunities for regional businesses.

Studies have shown that heritage tourism is among the fastest growing segments of the New England tourism market and that visitors within this segment spend more than their non-heritage counterparts. The Thames River Heritage Park Transition Team, under the auspices of a Memorandum of Intent with the State of Connecticut and the municipalities on both sides of the river, is using a plan for the park prepared by the Yale Urban Design Workshop (YUDW) to capitalize on this market. The YUDW plan includes steps to develop the Thames River Heritage Park into a product that can be easily marketed by the Foundation, Thames River Heritage Park sites and regional and state tourism groups. This plan may be accessed online at [www.thamesriverheritagepark.org/overview/](http://www.thamesriverheritagepark.org/overview/).

There are many attractions on or near the water for the visitor to enjoy as part of the Thames River Heritage Park experience. Attractions in Groton include:

1. New London Ledge Light
2. Fort Griswold State Park, the scene of a major Revolutionary War battle that was Benedict Arnold's first command for the British
3. Avery-Copp House and the Ebenezer Avery House located in the Groton Bank National Register Historic District, adjacent to Fort Griswold
4. US Subvets World War II National Memorial East
5. The historic Bill Memorial Library and Fort Griswold monument

The New London destinations include:

1. Fort Trumbull State Park
2. Custom House Maritime Museum
3. Nathaniel Shaw Mansion
4. Union Station
5. Garde Arts Center
6. Hempstead Houses
7. Nathan Hale School House
8. Waterfront Park and the National Register Historic Waterfront District

In addition, the US Coast Guard Academy, Connecticut College, and the Lyman Allyn Art Museum are located within a short distance of the docks.

### **III SCOPE OF SERVICES**

The Operator shall have the use of two fully-licensed boats, with certification for approximately 45 passengers each, owned by the City of Groton. The boats are Navy utility launches. The specifications for the boats are attached to this RFP as Appendix A.

The Operator shall provide crew and offer scheduled water taxi service to the three water taxi stops cited above based on the use of one boat with the other boat reserved for back up or during especially busy occasions. The service must include scheduled runs on an hourly basis at a minimum. Additional runs would be desirable for those weekends when special events are being held (i.e. Sailfest, Connecticut Maritime Heritage Festival).

The contract will be three (3) years in duration, with the potential for one three-year renewal, and subject to prior termination if mutually agreed-upon performance standards are not met. The hours and dates of Water Taxi Service will be subject to discussion and negotiation, but the goal is to make the service available according to the following schedule:

- 2016 – May 27 through September 18, Fridays, Saturdays, and Sundays with the first run starting at 10:00 am and the last run starting at 9:00 pm.
- 2017 – Daily service from Memorial Day Weekend through to September 17 with the first run starting at 10:00 am and the last run starting at 9:00 pm.
- 2018 - Daily service from Memorial Day Weekend through to September 17 with the first run starting at 10:00 am and the last run starting at 9:00 pm.

Docks or tie-ups are available at the following sites for the 2016 season:

- Waterfront Park Historic Waterfront District, New London
- Fort Trumbull State Park, New London
- Fort Street Water Taxi Dock, Groton (for Fort Griswold and other City of Groton destinations)

Subject to the approval by the Secretary of the Navy, an additional dock will be available at the Nautilus Museum. When submitting proposals, please provide two budgets for the 2018 season when the Nautilus dock might be available – one with a stop at the USS Nautilus and one without.

#### **Visitation**

The Water Taxi is a start-up service for the TRHP and will be overseen by the Foundation. No use records or potential demand statistics are available, except for the following information.

Attendance figures during 2013 at anchor sites were:

Fort Griswold 55,990  
Fort Trumbull 54,572  
Submarine Force Museum 120,000

In 2014, a demonstration water shuttle project was run, connecting Fort Griswold, Fort Trumbull and New London's downtown Historic Waterfront District on two weekends – September 6 and 7, and September 13 and 14. During that time, free service was offered between the hours of 11:00 am through 9:00 pm. Ridership totals for those days ranged from 860 passengers to 1,383 passengers.

#### **Exclusive rights to operate**

The Operator shall have exclusive rights to operate a water taxi at the Thames River Heritage Park water taxi landings, pursuant to a contract to be negotiated, using the "Thames River Heritage Park" name and logo, for the term of the contract. The contract will be between the Operator and the Foundation. Based on the expectation that the operator will be able to achieve profitable operations, a goal of the Foundation is to receive revenue based on a franchise fee and/or percentage of revenue from the Operator.

Nothing in the terms of this RFP or the contract should be construed so as to grant the Operator an exclusive right of access to the docks when the water taxi is not in service. CT DEEP and City of New London docks remain the property of their respective owners and may be used by them for other activities and purposes that do not unreasonably interfere with the water shuttle service. Except for unusual circumstances, it is expected that the operator will be able to park or moor water taxi boats at or near these docks when the boats are not in use. The Foundation will secure the necessary agreements with CT DEEP and the City of New London to use the docks.

The operator shall comply with any and all conditions and requirements of the CT DEEP for use of the landings at Forts Trumbull and Griswold, with any and all conditions and requirements of the Secretary of the Navy for use of the landing at the USS Nautilus and Submarine Force Museum, and with any and all conditions and requirements of the City of New London and/or its Port Authority for use of the landing at Waterfront Park, Historic Waterfront District.

The Operator shall maintain appropriate U.S. Coast Guard licenses as well as any applicable state and federal licenses.

The Operator may negotiate with the Foundation at the TRHP for excursions or functions not related to the Water Taxi Schedule.

The Operator should note that, from time to time, the City of New London utilizes Waterfront Park for large functions and festivals. This may require the Operator to relocate to another pier. Every effort will be made to accommodate the Operator so as to ensure business is not interrupted. Details will be made final during contract negotiations.

The TRHP is located in a Security Zone. The United States Coast Guard or the United States Navy may close all docks/sites without notice in cases where National Security levels warrant.

In the event that the USS Nautilus becomes a TRHP site, the operator will only be permitted access to the facility during operating hours of the USS Nautilus and Submarine Force Museum, which are subject to change without notice. Moreover, the U.S. Navy reserves the right to suspend or terminate its participation in the TRHP without prior notice for any reason. Prospective operators should bear this in mind when submitting a proposal.

#### **IV SELECTION CRITERIA**

The selection of the Operator will depend on submission of all requested material and a demonstration of the ability to successfully operate and market a tourism-related water taxi service. The Operator must also demonstrate the ability to comply with all requirements prior to the commencement of operation. Other selection factors may include, but are not be limited to, the following: business plan and references.

#### **V INFORMATION FOR PROPOSAL**

The proposal should include, but not be limited to, the following information:

##### **1. Business Information**

- a. Name and address of Company/Corporation
- b. Name and address of Principal Owner of Business
- c. Contact person with Business Phone, Fax and Email
- d. Number of years in business
- e. Business Plan for a Water Taxi Service, including:
  - (i) expected or assumed ridership figures
  - (ii) proposed fare structure, e.g. child/adult or day ticket/one way ticket/round-trip and means of collecting fares
  - (iii) estimated revenue sources from fees and proposed ridership fares, off hours tours, and other sources including the sale of merchandise , food or beverages. Please do not include sponsorships as a form of revenues. (vi) staffing assumptions by position
  - (v) estimated expenses
  - (vi) any plans for marketing or promotion in addition to those provided by the Foundation
  - (vii) proposed annual franchise fee and/or revenue split to the Foundation

##### **2. Personnel**

All captains must be licensed before he or she can operate these boats.

Applicants must provide:

- a. Number of crew who will work on boat
- b. Names of principal operator, experience and qualifications.
- c. Does your business/company have an Affirmative Action Policy?  
If "yes", provide copy.
- d. Does your business/company have a Sexual Harassment Policy?  
If "yes", provide copy.

##### **3. Operational Issues**

- a. The Operator shall provide information as to how on-board emergencies (medical and non-medical) will be handled.
- b. The Operator shall provide information on a contingency plan should weather, mechanical or other issues render the boat inoperable, e.g., how to handle stranded patrons.

- c. The Operator shall provide information on how fluctuating capacity would be handled, particularly for event weekends.

#### **4. Experience**

Describe any experience the company or staff has had in operating a water taxi service or related service as well as experience in the tourism-related industry and/or customer service field.

#### **5. Schedule**

SCCOG and the Foundation are interested in the broadest possible range of service to the public, while ensuring the Operator's financial viability to operate the water taxi in the TRHP. The hours and dates of Water Taxi Service will be subject to discussion and negotiation, but the goal is to make the service available according to the following schedule:

- 2016 – May 27 through September 18, Fridays, Saturdays, and Sundays with the first run starting at 10:00 am and the last run starting at 9:00 pm.
- 2017 – Daily service from Memorial Day Weekend through to September 17 with the first run starting at 10:00 am and the last run starting at 9:00 pm.
- 2018 - Daily service from Memorial Day Weekend through to September 17 with the first run starting at 10:00 am and the last run starting at 9:00 pm.

This schedule will be negotiable and can be adjusted during the contract term by mutual agreement.

The Operator shall be required to post the schedule at each docking facility. The location, wording and appearance of the signage shall be approved by the Foundation, in cooperation with the local municipality.

#### **6. Budget**

The Operator shall submit a projected budget for each of years 2016, 2017 and 2018. For 2017 and 2018, there shall be an alternate budget which would include scheduled stops at the Nautilus.

#### **7. Fares**

The Operator, in consultation with the Foundation, shall be responsible for setting the fares, for clearly posting the fare schedule at each docking facility and for providing an account of all ticket sales, a count of passengers, and the accounting of fares. The Operator should describe the process which would be used to collect, record, and account for fares. Once set, fares cannot be changed without the approval of the Foundation.

### **VI OPERATOR REQUIREMENTS**

Following are the requirements to operate a Water Taxi Service as part of the Thames River Heritage Park and should be considered an integral part of the RFP.

#### **1. Maintenance**

The Operator shall be responsible for maintaining the boats and include that cost in its operating expenses. The Operator shall be required to provide daily written logs for inspections and documentation for fuel.

#### **2. Insurance requirements**

The Operator shall secure insurance to cover all aspects of the operation and use of the docking facilities listed in this Contract prior to the commencement of operation. See Appendix B for insurance requirements for the use of the boats. The State of Connecticut, the City of Groton and the City of New London, the Thames River Heritage Park Transition Team or successor, and SCCOG shall be named as additional insured. When the Nautilus dock is available, the United States Navy and the Town of Groton will also be additional insured. A copy of the policy must be on file with the Foundation prior to operation.

The Operator shall carry property damage insurance to repair damages to Federal, State or Municipal docks caused by the operator in the process of docking, undocking or while making fast to the dock.

### **3. U. S. Coast Guard requirements**

The Operator must be familiar with and operate in accordance with all Coast Guard requirements to operate a boat of the tonnage used in this concession contract. The Operator must maintain and have on board at all times all Licenses and Certifications required by the United States Coast Guard and any other state or federal agencies.

### **4. Loading/unloading of passengers**

The Operator shall insure that crew assist passengers when embarking and disembarking.

The Water Taxi Service Operator shall be responsible for providing a set of steps to accommodate the height differences between the boat and the docking facilities.

### **5. Security of the sites**

- a. Gates to the Docking facilities at Fort Trumbull and Fort Griswold shall be secured by the Operator after each arrival and departure.
- b. In the event the Nautilus becomes part of the Thames River Heritage Park, the Operator shall cooperate with the Department of the Navy, the Naval Criminal Investigative Service, or other law enforcement entities in ensuring the security of Navy facilities and personnel. Such cooperation may include, without limitation, requiring crew members to undergo security background checks and permitting inspection of boats, crew or passengers whether on or off Navy property. The Operator understands that the Navy may restrict the access of certain persons and vehicles to Navy property based on security concerns or postures, and that operations of the water taxi may be suspended as a result.
- c. The Water Taxi Service schedule shall be posted with the Naval Submarine Base Port Operations Department. Port Operations procedures shall be followed when docking and undocking from the Nautilus pier.

### **6. Trash**

The Operator shall provide a trash receptacle at each loading dock and aboard the boat and shall be responsible for disposal of same.

### **7. Storage of supplies**

No storage of materials or supplies relating to the Water Taxi Service Operation shall be allowed at or on docking sites.

### **8. Disclaimer**

All information is provided for informational purposes and does not constitute all or part of a contract. The information is designed to assist the potential Operator in determining whether to proceed with the submission of a proposal. While the information herein is believed to be correct, it is the responsibility of the proposer to perform due diligence. Many of the historical sites listed above have websites and can be located on various web based search engines. Applicants are encouraged to review that information.

### **9. Southeastern Connecticut Council of Governments discretion**

The SCCOG, acting on behalf of the Thames River Heritage Park Transition Team and its successor the Foundation, may accept or reject any or all proposals for any reason. The selected Operator will be required to sign a contract with the Foundation and the City of Groton. The Operator shall not be allowed to assign the contract. The Foundation, the City of Groton and the Operator shall be the sole and exclusive parties to the

contract, and the contract shall in no way be construed as to give rise to a contractual obligation on the part of the United States Government or the Department of the Navy.

**VII SUBMISSION OF RFP and PRE-SUBMITTAL MEETING**

Six (6) copies of the proposal should be submitted to:

James S. Butler, AICP, Executive Director, Southeastern Connecticut Council of Governments, 5 Connecticut Avenue, Norwich, CT 06360.

All respondents are strongly encouraged to attend a pre-submittal meeting and boat inspection on **Wednesday, January 13, 10:30 a.m. EST**, at Crocker's Boatyard, 56 Howard St., New London, CT. Space is limited. Those interested should email [jbutler@seccog.org](mailto:jbutler@seccog.org).

Proposals must be received by SCCOG no later than **Monday, February 15, 2016, at 4:00 p.m. EST**. Proposals received after this deadline will not be considered.

Inquiries or questions regarding this RFP may be emailed to [jbutler@seccog.org](mailto:jbutler@seccog.org).

APPENDIX A  
UTILITY BOAT SPECIFICATIONS

S9007-B5-BIM-010

Table 1-1. Leading Characteristics

Item	Data
<b>Performance</b>	
Range .....	120 nautical miles
Capacity (incl. crew).....	75 persons
Displacement (full load) .....	28,800 lbs. max.
Hoisting Weight (Design) .....	17,000 lbs. max.
Draft (full load) .....	3 feet, 6 inches
Crew .....	4 persons
Fuel Capacity .....	112 gallons
<b>Hull Specifications</b>	
Length .....	39 feet, 11 inches
Beam .....	11 feet, 10 inches
Molded Depth .....	5 feet, 4-3/4 inches
Bottom Configuration.....	Semi-V
<b>Engine</b>	
Manufacturer .....	Detroit Diesel
Model .....	1062-7000
Rated Horsepower .....	174 shp
Displacement .....	425 cu. in.
Cylinders .....	6
Fuel .....	Diesel fuel
Marine Gear .....	Allison "M" Gear 1.52:1 Reduction Ratio
<b>Propeller and Shaft</b>	
Type .....	3 blade
Rotation .....	Right-hand
Diameter .....	26 inches
Pitch .....	19 inches
Material .....	Manganese Bronze
Shaft Diameter .....	1-3/4 inches
Stuffing Box .....	Sliding gland type
<b>Electrical power</b>	
System Power .....	24 Vdc
Batteries .....	(2) 12-volt, 100 amp hrs
Alternator .....	24 Vdc, 2-wire, ungrounded



**INSURANCE REQUIREMENT FOR THE USE OF CITY OF GROTON BOATS**  
**APPENDIX B**

Operator (or Operator) must provide and maintain at Operator's own expense, during the term of the Agreement the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

**A. INSURANCE TO BE PROVIDED**

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident for bodily injury by accident, \$500,000 policy limit for bodily injury by disease, and \$500,000 each employee for bodily injury by disease. A waiver of subrogation is required.

Coverage shall include exposure of injury to Operator's employees subject to the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, and any other laws, regulations or statutes applicable to work on, next to, or above water.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Groton, City of New London, State of Connecticut, Thames River Heritage Park Foundation and Southeastern CT Council of Governments are to be included as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or services.

Subcontractors performing work for the Operator must maintain limits of not less than \$2,000,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Operator must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Groton is to be included as an additional insured on a primary, non-contributory basis.

4) Marine Protection & Indemnity

When Operator undertakes any marine operation in connection with this Agreement, Operator must provide Marine Protection & Indemnity coverage with limits of not less than \$5,000,000. Coverage must include property damage and bodily injury to third parties (including passengers), injuries to crew members if not provided through other insurance; damage to wharves, piers and other structures, and collision. The City of Groton, City of New London, State of Connecticut, Thames River Heritage Park Foundation and Southeastern CT Council of Governments are to be included as an additional insured.

Subcontractors performing work for the Operator must maintain limits with the same terms herein.

5) Property

The Operator is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Operator, as well as hull coverage for each vessel used by Operator. City of Groton shall be loss payee.

**B. ADDITIONAL REQUIREMENTS**

The Operator must furnish the City of Groton, Finance Department, 295 Meridian Street, Groton, CT 06340, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Operator must submit evidence of insurance on the City of Groton Insurance Certificate Form (copy attached) or equivalent prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from Operator is not a waiver by the City of any requirements for the Operator to obtain and maintain the specified coverages. The Operator shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Operator of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The Operator must provide for 30 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Operator.

The Operator hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Groton, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Operator in no way limit the Operator's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Groton do not contribute with insurance provided by the Operator under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Operator is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Operator must require all subcontractors to provide the insurance required herein, or Operator may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Operator unless otherwise specified in this Agreement.

If Operator or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Groton maintains the right to modify, delete, alter or change these requirements.

