

REQUEST FOR PROPOSALS: Double Ended Open Vehicle & Passenger Ferry for Sale

The Trust for Governors Island (the “Trust”) operates a passenger and vehicle ferry service between the southern end of Manhattan and Governors Island year-round. The route is approximately 0.5 NM long on partially protected waters in New York Harbor. The Trust has completed the construction of a new passenger and vehicle ferry and is seeking proposals for the purchase of the recently retired *M/V SAMUEL S. COURSEN* (the “Vessel”). The Vessel is in running condition and has an active COI through January 2026.



VESSEL DETAILS

All measurements and descriptions are approximate references only and must be independently verified by interested parties. Further details including brochure, survey, drawings and UT readings are available for inspection with the Vessel. Inspection at Governors Island, New York must be requested via email to gibids@govisland.org with 'COURSENN Disposition' in the subject line

- Passenger/Car Ferry: "Lt Samuel S Coursen" (O/N 1138191)
- 180.0' loa x 172.5' lbp x 48.0' molded breadth (64' beam) x 14.0' depth x 11.00' loaded draft.
- Built in 1956 at John H Mathis Company.
- U.S. flag. GRT: 761. NRT: 518.
- Class: USCG COI Exp Jan 2026. Last DD April 2023.
- FO: 6,000g. FW: 1,500g.
- Main Engines: 2 x CAT D398 total 1,200BHP.
- Diesel Electric (2 - GE 410kW DC Main Gens).
- Fixed-pitch propeller at each end connected by a single shaft and driven by a diesel-electric propulsion plant
- Aux Genset(s): 2 - 65kW CAT 3304 AC.
- Speed about 6kn cruising.
- Gyro. Radar. GPS. VHF.
- Passengers: 1242 (per COI)
- 30 cars or 8 trucks and 18 cars. Max capacity 210T

OFFERING TERMS

Respondents to this RFP will hereafter be referred to as "Proposers" and each submission as a "Proposal." Upon award, the successful Proposer will be referred to as the "Purchaser".

The Vessel is being sold in "AS IS" and "WHERE IS" condition. There is no reserve price.

Upon award, the Purchaser and the Trust will finalize an Agreement Price consistent with the Proposal and Contract of Sale using the form required by the Trust. At closing, payment must be completed via Wire Transfer; no cash, checks, or money orders will be accepted.

After closing, the Purchaser will be required to remove the Vessel within 20 business days. After 20 business days, a \$1,000.00 per day docking fee will be assessed.

At closing, the Purchaser will be required to evidence appropriate insurance coverages for docking at Governors Island and subsequent transit, including, but not limited to (1) Hull and Machinery coverage with a minimum limit equal to 110% of the Agreement Price and (2) Protection & Indemnity Insurance and Commercial General Liability Insurance, subject to standard forms, including liability coverage, pollution, and contractual liability coverage, with limits of not less than Five Million Dollars (\$5,000,000) per occurrence for Bodily Injury and Property Damage and a deductible not to exceed Ten Thousand Dollars (\$10,000). Any watercraft exclusion clause must be deleted from such insurance to provide for Vessel coverage. Such insurance shall name the Trust, the City of New York, any Trust affiliates, the Vessel, and their respective underwriters as additional assureds and shall waive subrogation against such additional assureds.

SUBMISSIONS

Submissions will be accepted on a rolling basis through March 01, 2026.

A complete Proposal must be delivered as a PDF to gibids@govisland.org with 'COURSEN Disposition' in the subject line and contain the following elements in this order and format:

- i. Proposal
 - a. Name, telephone number, and email address of the Proposer's principal(s) who should be contacted on all matters involving this submission
 - b. Proposed purchase price
 - c. Timeline for purchase
 - d. Transportation plan upon purchase
- ii. Executed Proposal Checklist & Declaration of Understanding (Exhibit A)

The Trust is not required to accept any Proposal, nor is the Trust required to accept the lowest offer if a Proposal is selected. The Trust will review and evaluate Proposals, and an award will only be made to the Proposal most advantageous to the Trust, if any, considering the details of any response received.

The evaluation criteria include, but are not limited to, the Proposers purchase price (70%), the Proposer's transportation plan (20%); and the Proposer's experience in completing similar transactions to those described in the RFP (e.g., history of contracting or doing business with the City, quality of references) (10%).

QUESTIONS

Any questions and associated explanations regarding the RFP must be written via email to gibids@govisland.org with 'COURSEN Disposition' in the subject line. No verbal responses to questions will be provided and any information given to respondents will be shared with all prospective respondents as an addendum(s) to the RFP.

Exhibit A: Checklist & Declaration of Understanding

Required Materials:

<input type="checkbox"/>	Proposal
<input type="checkbox"/>	Exhibit A - Proposal Checklist & Declaration of Understanding completed (this form)
<input type="checkbox"/>	One (1) electronic copy of all proposal documents

Declaration of Understanding:

By signing below, the Proposer certifies that:

- The Proposer has read and understands this Request for Proposals and all accompanying documents and attachments, including the Policies & Procedures (all together, the “RFP”);
- the Proposer and its proposal will comply with all terms and conditions of the RFP;
- the Proposer is not presently barred from bidding or performing work in any jurisdiction, including without limitation for any reason related to non-compliance with Affirmative Action or Equal Opportunity regulations;
- all information submitted in connection with the Proposal is and will be, to the best of the Proposer’s knowledge, true and accurate;
- the Proposer understands the scope and requirements of the transaction and has the capacity to carry it out;
- the Proposer has satisfied itself as to the correctness and sufficiency of its proposal; the Proposal is sufficient to cover all obligations under the Proposal documents and all matters and things necessary for the proper execution of the transaction as described; and the Proposer agrees to make all payments in accordance with the requirements of the RFP;
- if the Proposer receives written notice that its Proposal has been accepted within 90 days after the submission deadline, or any time thereafter before the Proposal is withdrawn, the Proposer will, promptly enter into a Contract of Sale using the form required by the Trust.

[Signature page follows]

THE TRUST FOR GOVERNORS ISLAND

The following must be signed by a duly authorized representative who is authorized to bind the proposing entity and who has direct responsibility for the proposed engagement. If the signatory is anyone other than a company officer, a letter must be prepared by a company officer authorizing that individual and submitted with the Proposal.

Authorized Signature

Date

Print Name & Title

Proposing Entity (Legal Name of Firm or Organization)

Business Address

City

State

Zip

Telephone Number

Federal Tax Identification Number

Corporation Partnership Individual Other: _____

Exhibit B: RFP Procedures and Policies

In addition to all terms and conditions stated elsewhere, this RFP and any resulting transaction are subject to the following:

- A. All RFP submission materials become the property of the Trust. The Trust is subject to the New York State Freedom of Information Law (“FOIL”), which governs the process for the public disclosure of certain records maintained by the Trust. (See Public Officers Law, Sections 87 and 89.) Proposal submission material will generally be made available for inspection and copying by interested parties upon written request, except when specifically exempted from disclosure under the requirements of FOIL. Individuals or firms that submit a proposal to the Trust may request that the Trust exempt all or part of the proposal from public disclosure, on the grounds that the proposal contains trade secrets, proprietary information, or that the information, if disclosed, would cause substantial injury to the competitive position of the individual or firm submitting the information. This exception may extend to information contained in the request itself, if public disclosure would defeat the purpose for which the exception is sought. The request for an exception must be in writing and state specific supporting reasons in detail. It must also specify the proposal or portions of it for which the exception is requested. The Trust will grant requests for exemption from disclosure under FOIL if eligible in the Trust’s reasonable determination.
- B. Conflicts of Interest:
 1. The Proposer must disclose in writing as part of its proposal any possible or potential conflicts of interest that are known to (or reasonably should be known to) the Proposer and that exist between Proposer’s firm, the Trust, and the City.
 2. Without limiting the foregoing general obligation, the Proposer must disclose in writing as part of its proposal any familial, personal or business relationships between (i) on the one hand, any officer, director, agent or employee of Proposer or its affiliates or business partners and (ii) on the other hand, any employees or other officials of the Trust, whether or not there is any belief that the relationship might constitute a possible conflict of interest.
 3. Further, the Proposer must disclose the name of any employee or family member of any elected official who owns, directly or indirectly, an investment or other proprietary interest, in the Proposer or any of its affiliates or business partners.
- C. Proposer and its representatives, agents, and consultants must treat its proposal and all information obtained from the Trust in connection with this RFP (including any Site File) (all together, “Confidential Information”) confidentially, and must not discuss, publish, divulge, disclose or allow to be disclosed the Confidential Information to any other Proposers or any other person, firm or entity, including press or other media, without the Trust’s prior written approval. If a Proposer breaches this provision, the Trust may disqualify that the Proposer and seek any other remedy available at law or in equity, including but not limited to injunctive relief and/or damages.
- D. All references in this RFP to federal, state, and local funds are for informational purposes only, are subject to change, and do not constitute a promise or commitment by the City, the Trust, or any other entity or governmental body as to the availability of those funds for any project in connection with this RFP.
- E. Any information provided orally or in writing before the issuance of the RFP is preliminary in nature and binds neither the Trust nor the Proposer.
- F. Addenda posted to the Trust’s website will be the only authorized method for communicating information to all potential Proposers. Proposers should review the Trust website before submitting a proposal to verify that they have received any addenda issued, and contact the Trust in the event of any doubt. Proposers should acknowledge the

receipt of any addenda in their proposal submissions.

- G. Proposers may withdraw their proposals from consideration at any time before the proposal submission deadline by submitting written notice to the Trust.
- H. The Trust will not be liable for work performed or any costs incurred by Proposers in connection with the RFP (including, without limitation, any work performed or cost incurred in responding to the RFP or in negotiating legal agreements in connection with the RFP).
- I. Any transaction will be structured as a “net” deal to the Trust, with the selected Proposer, if any, being responsible for all fees relating to the project. The Trust reserves the right to assess a sales tax consistent with City of New York policy.
- J. This is a “Request for Proposals” and not a “Request for Bids.” The Trust will make, in its sole discretion, all determinations as to the completeness or compliance of any proposal, the eligibility or qualification of any Proposer, and the merits and acceptability of each proposal. The Trust is not required to accept the proposal with the highest financial compensation.
- K. The Trust reserves the right, at any time (including, without limitation, after issuing one or more Conditional Designation Letters, if applicable): to amend, modify, postpone, or withdraw this RFP; to waive any requirements, conditions, or provisions of this RFP; to require supplemental statements and information from any Proposers; to make an award to as many or as few or none of the Proposers as the Trust may select; to accept or reject any or all proposals received in response to this RFP; to extend the deadline for submission of proposals; to negotiate or hold discussions simultaneously with one or more of the Proposers; to entertain modifications or additions to selected proposals; to require or permit the correction of deficient proposals that do not completely respond or conform to this RFP; to encourage Proposers to work together; to reject any or all proposals; and to cancel this RFP, in whole or in part, for any reason or no reason, in the Trust’s sole discretion. If all proposals are rejected, this RFP may be withdrawn.
- L. The Trust will enforce the submission deadline stated in the RFP at its sole discretion. The timing of the selection may differ depending upon the degree to which further information on individual proposals must be obtained or due to other factors that the Trust may consider pertinent.