



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 Proposals *Specifications and Proposal Documents Attached*

Proposal No.: 2021-08

Opening Date and Time: March 5, 2021 @ 2:00 P.M.

Title: New Business Venture- Waterfront Promenade

Special Instructions: Pre-bid walk through may be scheduled by appointment by emailing Felix Reyes at Freyes@newlondonct.org

All questions should be directed to Felix Reyes by email at Freyes@newlondonct.org no later than February 22, 2021. Please copy Julie Chapman at JChapman@newlondonct.org on all inquiries.

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

Sealed Proposal No.: 2021-09

Not to be opened until March 5, 2021 at 2:00 P.M.

Mail Proposal to:

**13 Masonic Street
New London, CT 06320
Julie Chapman; Purchasing Agent**

OR

Drop off proposal at the drive-thru window located at 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

Proposal No.: **2021-08 New Business Venture- Waterfront Promenade**

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: February 5, 2021

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: Jchapman@newlondonct.org

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



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Standard Request for Proposals (RFP) and Contract Terms and Conditions

All Requests for 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 Proposals.

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. Proposals 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 Proposals. 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 Proposals issued. Proposals received after the specified date and time of the proposal opening given in each Request for Proposals 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 proposals 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 Proposals.
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 Proposals.
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 Proposals 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 Proposals (RFP) 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 Proposals (RFP) 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 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.

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

Standard Request for Proposals (RFP) and Contract Terms and Conditions (con't)

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.

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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.

CITY OF NEW LONDON, CT
OFFICE OF DEVELOPMENT & PLANNING

GENERAL CONDITIONS AND SPECIFICATIONS

RFP 2021-08- New Business Venture- Waterfront Promenade

BACKGROUND

Today, New London's historic waterfront remains the heart of the Whaling City, driving tourism, recreation and shipping and contributing to our designation as the site of the future National Coast Guard Museum. The Waterfront Promenade was constructed in 1999 and consists of five (5) piers and 40 moorings. It stretches over half a mile and is at the center of New London's Historic Waterfront District. The district buzzes with delicious dining experiences, shops, music and art venues. Over 30 eateries populate this 26-block National Register Historic District. Nathan Hale, Benedict Arnold, and Eugene O'Neill walked these streets. America's greatest architects left their mark that make up the historic skyline along the Thames River. The Waterfront District has become one of the Northeast's first multi-modal transportation centers. All at one location adjacent to the restored Union Station, are connections for trains, buses, ferries, taxis and rideshare services. In 2020, National Parks Service approved a restaurant on Custom House Pier that will both attract visitors by land and by sea. This exciting venture will provide additional water dependent resources to enhance the use of The Waterfront Promenade to its fullest potential.

KEY EVENT DATES

Request for Bids Advertised	February 5, 2021
Pre-Bid walk through by appointment	February 18, 2021
Questions Due by	February 22, 2021
Bid Opening Purchasing Department, 13 Masonic Street	March 5, 2021 2P.M.

BID FORMS AND SUBMISSION INSTRUCTIONS

All proposals must be submitted in a sealed envelope, clearly marked NEW BUSINESS VENTURE-WATERFRONT PROMENADE and received in the Purchasing Department office by the time of the bid opening defined in the section above. Proposals, corrections and/or modifications received after the indicated time will not be accepted. You may mail/submit to 13 Masonic St. New London, CT 06320 Atten: Julie Chapman or drop off at the drive-thru window.

Proposals must include an itemized budget detailing proposed cost. Please submit ten (10) paper copies and 1 USB thumb drive of your proposal.

MISCELLANEOUS

General questions concerning shall be directed to the below, **both parties must be copied.**

Felix Reyes
Director of Development & Planning
Freyes@newlondonct.org

Julie Chapman
Purchasing Agent
Jchapman@newlondonct.org

PROJECT SCOPE

For lease of a waterfront parcel located along the waterfront promenade at the base of Discovery Pier. Address: 1 Waterfront Park, New London Connecticut.

The City of New London, in partnership with the New London Port Authority is issuing this Request for Proposal (RFP) to parties seeking consideration for leasing waterfront property to develop a new business amenity that will benefit and invite traffic to the city's waterfront promenade. The city is open to consider water dependent amenities, food, retail, entertainment and creative seasonal attractions.

SITE LOCATION & DESCRIPTION

The proposed parcel falls within the 3.62 Acre Waterfront Promenade. The estimated size of the parcel is estimated 15,500 sft. The parcel includes a 40x40 concrete slab that host infrastructure amenities to operate the Custom House Pier Restaurant. The parcel is a dirt lot with recycled asphalt millings and surrounded by decorative fencing.

PROPOSALS

Representatives from the New London Port Authority and Office of Development & Planning (hereinafter "evaluation committee") will evaluate proposals and may short-list proposals after the initial evaluation and/or request additional information. If short-listed, proposers will have an opportunity to pitch their idea to the evaluation committee. The selected party should be prepared to enter into negotiations to determine terms and provisions of a lease for the new business venture.

The site will be awarded as-is where-is and proposers shall develop a plan for the new business venture and required improvements. A map of the proposed development areas is attached hereto as Attachment "1-3". Proposals are to include a summary of the economic impact, an understanding of the current market and how this business venture is beneficial to the goals and objectives of creating a more vibrant waterfront. Proposals should also include proposed terms of a lease with the City of New London, including the contract period. The proposed terms will be utilized in negotiation of a contract between the City of New London and the successful respondent.

Proposals shall be signed by an authorized individual or officer of the submitting party. Proposals may be withdrawn by the submitting party at any time prior to the designated date and time for the submittal of the proposals.

This RFP does not commit The City of New London to grant a lease, contract or contracts, or to defray any costs incurred in the preparation of a response to this RFP.

The City of New London reserves the right to cancel, in part or in its entirety, this RFP, including but not limited to: submittal date, requirements and selection schedule.

If any addendums are issued, it will be the sole responsibility of the individual or party to retrieve them from the Purchasing Agent or download them off the City's website.

PROPOSAL CONTENT

All proposals shall, at a minimum, include the information listed below:

Transmittal Letter: A letter indicating the Respondent's interest and briefly summarizing any participation of partners, sub-contractors or others in the proposed business venture.

Title Sheet: Listing (i) Respondent's name and address, including type of entity (sole proprietorship, partnership, or corporation, including whether public or private); (ii) name and address of all partners and/or sub-contractors, or others participating in the proposed operation; and (iii) full name, title, mailing address, e-mail address, and telephone numbers of the individual(s) authorized to represent and contractually bind the Respondent.

Table of Contents: List key sections to assist the reviewer in locating relevant information.

Statement of Qualifications and Experience: A statement summarizing experience with special emphasis on operating a similarly sized business venture. Describe the administrative, financial and physical capacity to operate the proposed facility. Include abbreviated resumes of key individuals that will provide services required to operate the proposed business venture.

Business Plan: Identify your market, keys to success, management strategy and financial objectives that will make this venture sustainable and successful long term.

ATTACHMENTS

- 1) GIS Map of Waterfront Promenade
- 2) Google Earth Snap Shot
- 3) Google Satellite Snap Shot

