

Request for Proposals: Old Bethel Train Station

FOR A LESSEE

COMMERCIAL SPACE AT THE OLD BETHEL TRAIN STATION

IN THE TOWN OF BETHEL, CONNECTICUT

Issued: January 7, 2016



Old photo of the Old Bethel Train Station



Current photo of the Old Bethel Train Station

Deadline:

Proposals must be submitted no later than March 3, 2016

Front Room



Back Room



Storage Room



The structure went through a renovation in 2011 which included the repair of flooring, insulation of the structure, new ceiling, installation of a handicap bathroom, replacement of windows and heating system, and the addition of central air conditioning.

The Town's Selection Committee, comprised of the selectmen, the town comptroller, the town planning and zoning official, the town director of economic development, and the town director of public works, will review responses to this RFP and will select up to three prospective Lessees with whom to meet. Such meetings will be for the purpose of conducting more in-depth discussions of the information provided by the potential Lessees. These meetings will be held within three weeks of the date upon which responses to this RFP are due.

To be considered, prospective Lessees must submit five (5) copies of their response on or before 4:00 p.m. on March 3, 2016 to: Procurement Committee, Town of Bethel, Clifford J. Hurgin Municipal Center, 1 School Street, Bethel CT 06801. The proposal shall be clearly identified on the outer envelope.

The Town reserves the right to reject any or all proposals submitted. The Town reserves the right, where it may serve the Town's best interest, to request additional information or clarifications from prospective Lessees.

Submission of a proposal indicates acceptance by the entity submitting the proposal, of the conditions contained in this Request for Proposals, unless any such exceptions are submitted and confirmed in writing between the Town and the entity submitting a proposal, in advance of the due date for proposals and are also clearly and specifically noted in the proposal submitted.

If any addenda are issued to this Request for Proposals, a good faith attempt shall be made to forward a copy of such addenda to each prospective Lessee who, according to the records of the Office of Economic Development, Town of Bethel, have previously received a copy of this Request for Proposals.

Questions regarding this Request for Proposals should be directed to:

Janice Chrzescijanek, Director of Economic Development
Town of Bethel
Clifford J. Hurgin Municipal Center
1 School Street, Bethel CT 06801
Telephone: (203) 794-2822
Facsimile: (203) 778-7520
email: eddirector@bethel-ct.gov

B. Background Information

The Town recognizing the potential value of a commercial enterprise at the centrally located Old Train Station will carefully assess the business plan and economic benefits such business will provide to the downtown village district. The Town will also consider the amount of potential revenue from the lease to help preserve the Old Train Station and the parcel of land surrounding the same.

C. Content of the Submission

Each entity responding to this Request for Proposals shall provide the following information, utilizing the section headings and general format provided below:

- 1) **Proposed Lessee Entity Information** - Identification of Proposed Lessee Entity
 - a. Name and Address of the Entity
 - b. History and relevant experience of the Entity and of the principal Individual(s) comprising the directors and/or officers of the entity, including résumés and other background information, not to exceed two pages per individual.
 - c. Corporate structure of the Entity submitting the proposal.
 - d. The main contact individual for the Entity's submission.
- 2) **Proposal Business Plan** - A detailed and comprehensive narrative description of the intended commercial use, including a detailed business plan for operations for the term of the lease and explaining how the proposed operations may be particularly appropriate to the Station structure, its location and to the growth and enhancement of the Town of Bethel.
- 3) **Modifications** - A conceptual plan for interior modifications to the Station building, by the prospective Lessee, that may be necessary to bring the Old Train Station to compliance with Building Department and Health Department regulations and with any other regulatory requirements for the intended use, and an estimate of the costs of such modifications. No exterior modifications are allowed due to the historic nature of the structure, except upon formal review and acceptance by Planning & Zoning.
- 4) **Timeline** - A timeline of the project schedule, from the date of an Agreement signing with the Town of Bethel to the date of project completion with significant milestones noted along the timeline.
- 5) **Lease Terms** - The terms, duration and conditions of a proposed lease for the Old Train Station by the prospective Lessee. Prospective Lessees are hereby given notice that a lease of more than five (5) years duration or in the aggregate amount of \$100,000.00 over the term of the lease will require approval by a Town Meeting.
- 6) **Financial Capabilities** - The prospective Lessee's financial condition to successfully operate its proposed business in the location and to fulfill its obligations under its lease with the Town.

Note: Documents submitted under this section may be marked CONFIDENTIAL and may be provided under separate cover. Any documents so marked will remain confidential among the members of the Selection Committee.

- 7) All submissions must include a minimum of five (5) references that can attest to the experience and capacity of the submitting entity. Two (2) of the references must attest to the submitting entity's financial capacity, including one financial reference that represents the principal bank or lender of the entity.
- 8) Any prospective Lessee must disclose any current or pending litigation involving its firm, its team, and/or its principals and their affiliates. All principals and members of the

respondent's team must provide confirmation that they are operating in good standing with the State of Connecticut and are not barred from doing business with any agency or subdivision of the United States Government or the State of Connecticut.

D. Hold Harmless Agreement

The prospective Lessee, its agents and assignees shall indemnify and hold harmless the Town of Bethel, including but not limited to, its elected officials, its officers, and agents, from any and all claims made against the Town, including but not limited to, damages, awards, costs and reasonable attorneys fees, to the extent any such claim directly and proximately results from the wrongful willful or negligent performance of services by the prospective Lessee during the term of any lease for the Old Train Station or other agreements of the prospective Lessee entered into by reason thereof. The Town agrees to give the successful Lessee prompt notice of any such claim and, absent a conflict of interest, an opportunity to control the defense thereof.

F. Insurance Requirements

Any prospective Lessee shall agree to maintain in force at all times during the course of its lease, the following coverages placed with a company (or companies) licensed by the State of Connecticut which have at least an "A-" financial strength rating and be at least a Class VIII sized institution according to A.M. BEST Publication's latest edition Key Rating Guide.

Minimum Insurance requirements are as follows:

Commercial General Liability:

Commercial General Liability limits should be no less than: Bodily injury & property damage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000.

Liquor/Dram Shop Liability

If required by the Town of Bethel, Bodily injury & property damage with an occurrence limit of \$1,000,000 and \$1,000,000 in the aggregate.

Automobile Liability:

Commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage.

Workers' Comp. and Employer's Liability:

Worker's compensation and employer's liability insurance that complies with the regulations of the State of Connecticut with limits no less than \$500,000 each accident by bodily injury; \$500,000 each accident by disease; and a policy limit of \$500,000 each accident.

Umbrella:

Each Occurrence \$1,000,000 Aggregate \$1,000,000 covering Commercial General Liability, Liquor/Dram Shop Liability, Automobile Liability and Workers Compensation. Limit can be subject to change upon the discretion of the Town of Bethel at the expense of the Lessee.

Property Insurance:

Personal and business property of the Lessee insured on a replacement cost basis to include any interior build-outs made by the Lessee and approved by the Town of Bethel.

The Town of Bethel shall be named as "Additional Insured" on the Insurance Certificate. Original, completed Certificates of Insurance must be presented to the Director of Economic Development, Town of Bethel, prior to final acceptance of a lease agreement by the Town.

G. Clarifications and Inquiries

Prospective lessees are responsible for examination of the contents of this RFP. All questions, inquiries and requests for clarification shall be submitted in writing or emailed to Janice Chrzescijanek, Director of Economic Development, Town of Bethel, eddirector@bethel-ct.gov on or before 4:00 p.m., Friday, January 29, 2016. To the extent that the Town of Bethel provides responses in writing to any submitted requests for clarification, all such responses will be provided to all prospective Lessees participating in this solicitation.

H. Evaluation of Proposals

The Town of Bethel will first evaluate and score each proposal using a rubric similar to the one in section K of this RFP. The Town of Bethel reserves the right to modify the rubric prior to conducting interviews with prospective lessees. The Town of Bethel is not obligated to pursue an Agreement with the highest scoring proposal. The rubric will be used to provide an objective analysis of the fundamental components of each proposal to the selection committee. The Selection Committee will make a recommendation to the Board of Selectmen following completion of the interview process.

I. Modification and Cancellation of Solicitation; RFP Subject to Satisfactory Negotiation of Terms

The Town of Bethel reserves the right at its sole and absolute discretion to modify this RFP or applicable dates and further reserves the right to reject any and all submissions from any potential Lessee and/or to cancel this solicitation. The selected Lessee shall be notified by U.S. Mail of its selection as the Lessee of choice for the Old Train Station. Such selection, however, shall be subject to the Town’s ability to successfully negotiate full terms of the lease with the prospective lessee. Should the negotiation of such terms not be successfully concluded with the selected Lessee, the Town shall either issue a new RFP to determine a chosen Lessee or shall be permitted to select another Lessee from the participants in this RFP.

J. Submittal/Award Schedule

Availability of RFP and RFP Documents	Thursday, January 7, 2016
Proposals Due	Thursday, March 03, 2016
Possible Award	Thursday, March 31, 2016

K. Scoring Rubric for the Old Bethel Train Station

Criteria	Exemplary (3 pts)	Adequate (2 pts)	Less Than Adequate (1 pt)	Missing (0 pt)	Score	Comments
Content Requirements – All Information in the RFP is Submitted						
Proposed Commercial Use – Compatibility to the Plan of Conservation and Development and the Needs of the Community						
Economic Benefits to the Town of Bethel						
Other Benefits to the Town of Bethel						
Relevant Experience/Background of Proposer						
Description of Necessary Modifications – Cost Estimates Included						
Demonstrated Understanding of Responsibility of Lessee						
Demonstrated Understanding of Responsibility of Town of Bethel						
Potential Lessee’s Financial Capabilities						
Lease Terms						
References						
Total Score (Max Score = 33)						