

MUNICIPAL BUILDING  
245 DEKOVEN DRIVE  
MIDDLETOWN, CT 06457  
(860) 638-4895



**CITY OF MIDDLETOWN  
REQUEST FOR PROPOSAL**

**RFP #2021-006  
Riverfront Restaurant Opportunity  
80 Harbor Drive-Canoe Club Restaurant  
Middletown, CT 06457**

**PLANNING, CONSERVATION & DEVELOPMENT DEPARTMENT**

**Proposals due by: Tuesday, April 6, 2021 by 3:00 PM**

**QUESTIONS: EMAIL: [Purchase@MiddletownCT.gov](mailto:Purchase@MiddletownCT.gov)**

**DONNA L. IMME, CPPB  
SUPERVISOR OF PURCHASES**

**CARL R. ERLACHER  
DIRECTOR OF FINANCE AND REVENUE SERVICES**

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**REQUEST FOR PROPOSAL**  
City of Middletown, Middletown, CT

Proposal Documents, addressed to the Supervisor of Purchases, City of Middletown, Room 112, Municipal Building, Middletown, Connecticut 06457, will be accepted until **Tuesday, April 6, 2021 at 3:00 pm est.** for the following:

**RFP #2021-006**  
**Riverfront Restaurant Opportunity**  
**80 Harbor Drive-Canoe Club Restaurant**  
**Middletown, CT 06457**

**Planning, Conservation & Development**

The City of Middletown Department of Planning, Conservation and Development (the "City") is soliciting proposals from qualified respondents ("Respondents") for the development and operation of a City-owned restaurant (the "Restaurant") located at 80 Harbor Drive, adjacent to the Connecticut River and Connecticut Route 9.

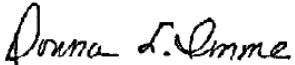
The successful Respondent will have demonstrated the ability to finance, design, construct, and operate a restaurant on the site, with the goal of negotiating a lease and related documents for the development and lease of the Restaurant. The City intends to select a Respondent that can successfully create an establishment that enhances the surrounding neighborhood, brings people to the River, complements local businesses and the natural beauty of the Connecticut River and adds to the vibrancy of the downtown.

A pre-bid conference will be held following all CDC recommendations, on Friday, March 5, 2021 at 10:30 am at the site 80 Harbor Drive – Canoe Club Restaurant, Middletown, CT. Interested bidders that do not follow the CDC recommendations will be asked to leave. Bidders are strongly encouraged to attend this meeting in person or by representative.

Bid documents may be obtained at the Purchasing Office, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT., Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. **for a fee of \$.50 per page.** It is **preferred** that they are downloaded **free of charge on the City of Middletown web site:** [www.MiddletownCT.gov](http://www.MiddletownCT.gov).

The City of Middletown reserves the right to waive any defect in any submitted proposals and reserves the right to reject any or all proposals or any part thereof. Request for Proposal, amendments to or withdrawals of proposals received after the time set for the receipt of proposals will not be considered.

Dated: **02/19/2021**  
Middletown, Connecticut

  
\_\_\_\_\_  
Donna L. Imme, CPPB  
Supervisor of Purchases

## **OVERVIEW**

The City of Middletown is situated about midway between New York City and Boston. In Connecticut, it is halfway between the State's Capital of Hartford and the coastal city of New Haven.

Middletown has always had a strong connection to its riverfront. Prior to English settlement, Native Americans relied upon this resource for survival. Europeans saw the value of the watercourse and the abundant resources provided from it and settled in the area. Throughout the 18<sup>th</sup> and 19<sup>th</sup> century, the river played a vital role in the socio-cultural and economic development of the City. During the 1800's, Middletown had the largest port in the state and had trade coming to its harbor from around the world.

In 1896, the original "Mattabessett Canoe Club" was constructed to house a boating club. In 1906, the club changed its name to the "Middletown Yacht Club." The current structure was originally constructed in the 1930's and has had significant modification since that time.

The City owns the building and currently leases it to a developer who subleases it to a restaurateur. The building consists of three floors built on slab, with an extensive outdoor patio on the main floor and outdoor decks on the second. Gross square footage is approximately 29,000 (inclusive of outdoor areas). Internal square footage is roughly 15,000. The building has been, and is currently used as a restaurant and has been leased as such for more than 30 years.

## **SCOPE OF SERVICES**

The City is seeking a public-private partnership to redevelop the Restaurant. The City is looking to find a Respondent(s) that will develop a new restaurant concept which will complement the City's new investment in the beautification and redevelopment of its riverfront.

The City has begun riverfront redevelopment by securing \$55 million in public financing for property acquisition and public infrastructure improvements. In the spring of 2021, the City will be reconstructing the entire stretch of its riverfront boardwalk, replacing the aging wooden boardwalk and installing new decorative handrails.

In addition, the City has secured a \$2.6 Million grant from the Connecticut Department of Economic and Community Development to remediate brownfield properties adjacent to the decommissioned waste water treatment facility, The City is currently planning for a potential new Community Recreational Rowing Center next door to the Restaurant.

The City plans to hire a consultant to develop a Master Comprehensive Plan that will capture the community's vision for its riverfront and draft new zoning regulations to achieve that vision.

The City of Middletown has a vibrant and exciting downtown with easy access to the River and the Restaurant. It is home to more than 60 restaurants and 50 retailers. It is walkable to major employers which include Wesleyan University, Middlesex Health and multiple employers in the Middle Oak Tower.

Downtown has become a hub for young professionals and retirees. Recent market rate housing developments continue to provide income streams to our small businesses along our historic Main Street. The Downtown Zoning District (B1) allows, by right, a multitude of mixed uses for property owners to take advantage of, including commercial uses at street level and office and residential uses above. This culturally eclectic downtown is one block away from our prime riverfront area and the Restaurant.

## **SUMMARY OF KEY LEASE TERMS**

This Section briefly describes key lease terms (“Terms”) sought by the City. In their submittals, Respondent(s) must indicate acceptance of these Terms, and make a lease proposal that is consistent with these Terms. The final lease terms will be negotiated with the City staff and are subject to final approval by the Common Council of the City of Middletown.

### **Permitted Use**

The permitted use under the lease is the operation of a full service restaurant open at least six (6) days per week, serving a minimum of lunch and dinner.

### **Premises**

- Approximately 15,000 square feet of restaurant space;
- and Approximately 14,000 square feet of exclusive outdoor dining area;
- Adjacent to City-owned park land that can be used for events.

### **Rent**

Rent will be negotiated with City staff prior to execution of a lease agreement. Respondents, as part of this RFP, are required to submit a proposed rent schedule. However, Respondents will note the following:

- Lease will not include property taxes.
- Lease will not include utilities.
- Lease will include the use of associated parking and dining areas.
- Lease can include a “rent-free” construction period.
- Lease will specify all improvements that will be made to the structure.
- Lease will require tenant to insure or pay for the insurance of the leased area.
- Base rent will be based on price per square foot using market rates and any City improvements to the building.

### **Term**

The initial term of the lease will be for a minimum of ten (10) years with options to renew.

### **Capital Investment**

Proposals must include a description of proposed tenant improvements and the proposed capital investment required for them. The minimum capital investment must be sufficient to complete all improvements and fully address required code upgrades, furnishings, fixtures, equipment, etc., and provide an appealing design for the proposed concept.

### **Utilities**

Tenant will be responsible for costs associated with modifying the existing utilities as needed, including electricity, water, sewer and gas. Tenant will be solely responsible for the monthly cost of its utilities, which will be separately metered.

### **Parking**

Dedicated parking is available directly in front of the Restaurant as well as directly to the north of the building. Additional City parking is available adjacent to the parking lots.

### **Customer Service and Operation Plan**

Respondents must submit a Customer Service and Operation Plan to address such issues as customer and employee parking management, deliveries, trash handling, and hours of operation, which will be incorporated in the Lease.

### **Transfer, Sublease, and Assignment**

Any transfer, sublease, or assignment will require City approval.

### **Maintenance/Repairs**

During the term of the lease, the tenant will be responsible for all improvements, maintenance, repairs and operating expenses associated with the Restaurant.

### **Possessory Interest and Other Taxes**

The tenant will be required to pay all City real property and personal property taxes. Respondents may contact the City Assessor's office for more information on how this tax will be calculated. The tenant also will be required to pay other applicable City and state taxes and fees, including, but not limited to, sales and payroll taxes.

### **Security Deposit**

A security deposit in the form of cash or irrevocable standby Letter of Credit in a form approved by the City and from a financial institution with a Middletown branch. It will be required in an amount equal to three (3) month's base rent in the final year of the initial term. Surety bonds will not be accepted to meet this requirement.

### **Form of Lease**

The General Counsel for the City of Middletown will generate a lease document for review and execution after all appropriate municipal approvals are received.

## SUBMISSION REQUIREMENTS

In order for your Proposal to be deemed responsive to this RFP, it must be complete, accurate, and contain all of the information requested below. Omission, inaccuracy, misstatement or failure to submit any of the items required by this RFP may be cause for rejection of your Proposal.

Responses to this Request for Proposals (RFP) shall include the following:

### **Cover Letter/Table of Contents:**

Each Respondent must submit a letter of introduction and executive summary of the Proposal. The letter must be signed by a person authorized by the proposing firm or business to obligate the firm or business to perform the commitments contained in the Proposal. Submission of the letter will constitute a representation by the Respondent that the Respondent is willing and able to perform the commitments contained in the Proposal.

### **Proposal Description**

The Proposal must include the Respondent's concept, design intention, capital investment, experience and financial strength, proposed rent and business plan, and local business participation. Respondents are encouraged to include renderings, and potential floor plans for the development of the Restaurant.

Project Description should include the following:

#### **A. Proposed Concept**

- Describe the Restaurant proposed. Include information on the theme, ambiance, days and hours of operation menu, and pricing.
- Describe how the proposed Restaurant will complement the neighborhood, surrounding environment and the downtown.
- Include a detailed plan for marketing the Restaurant and maximizing sales, revenue, and customer satisfaction.
- Provide a proposed operations plan, including the management and operational structure of the business, and staffing.

#### **B. Design Intention and Capital Investment**

- Provide a narrative description of the design concept.
- Provide conceptual design sketches for improvements, including the interior design, signage, floor plan, front elevation, and images depicting interior and exterior of the Restaurant.
- Provide a project schedule for design, permitting, and construction.
- Provide the amount of the proposed initial capital investment for improvements.

#### **C. Experience and Financial Strength**

- Submit the most recent credit report and audited financial statements for the past three (3) years of each principal partner and joint venture participant, including statement of changes in financial position and statements of any parent organizations and any materially relevant subsidiary units, identifying any projects with negative cash flows, any non-performing loans, and the amount of guarantees and/or contingent liabilities.
- Describe the source of funding for initial Restaurant improvements, including design and construction.
- Describe sources of working capital to cover operating costs and to adequately maintain operations at a high level from the startup period through seasonal variations in activity.

**D. Proposed Rent and Business Plan**

- The Financial Pro Forma must be completed and submitted utilizing the attached form presented in Submittal “A” showing five years of projected sales, revenue to the City, expenses, and net income.
- The Respondent must submit its minimum offer on the attached form presented in Submittal” B”, which must be signed by Respondent.

**E. Additional Requirements**

- The Respondent (and related entities) are expected to be current with any taxes, fees, or other funds owed to the City of Middletown
- The Respondent must submit three (3) copies and one (1) Electronic copy on CD, DVD, or USB storage of Proposal

## GENERAL TERMS AND CONDITIONS

Any prospective respondents must be willing to adhere to the following conditions and must positively state their compliance to them in the proposal document.

1. Acceptance or Rejection by the City of Middletown - The City of Middletown reserves the right to accept and or reject any or all proposals submitted for consideration or to negotiate separately in any manner necessary to serve the best interests of the City. Respondents whose proposals are not accepted shall be notified in writing.
2. Ownership of Proposals - All proposals submitted in response to this RFP are to be the sole property of the City of Middletown and subject to the provisions of Section 1-19 of the Connecticut General Statutes (re: Freedom of Information).
3. Timing and Sequence - Timing and sequence of events resulting from this RFP will ultimately be determined by the City of Middletown.
4. Oral Agreements - Any alleged oral agreement or arrangement made by the Proposer with any agency or employee will be superseded by the written agreement.
5. Amending or Canceling Requests - The City of Middletown deserves the right to amend or cancel this RFP, prior to the due date and time, if it chooses to do so for any reason.
6. Rejection for Default or Misrepresentation - The City of Middletown reserves the right to reject the proposal of the Proposer which is in default of any prior contract of for misrepresentation.
7. City's Clerical Errors in Awards - The City of Middletown reserves the right to correct inaccurate awards resulting from its clerical errors.
8. Rejection of Qualified Proposals - Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
9. Changes to Proposal - No additions or changes to the original proposal will be allowed after submittal.
10. Collusion - By responding, the Proposer implicitly states that the proposal is not made in connection with any competing entity submitting a separate response to the RFP, and is in all respect fair and without collusion or fraud. It is further implied that the Proposer did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the City participated directly or indirectly in the Proposer's proposal preparation. The respondent shall be required to complete and submit the Non-collusive Statement incorporated herein with their proposal.
11. Contract Requirements - A formal contractual arrangement will be entered into with the Proposer selected as per the City of Middletown's standard form of Agreement. The contents of the proposal submitted by the successful respondent and the RFP will become part of any contract award.
12. Rights Reserved to the City of Middletown - It is the intent of the City to award one (1) contract to the responsible Entity submitting the most qualified proposal. The City of Middletown reserves the right to award in part, to reject any and all proposals in whole or in part, and to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served. However, the City shall reserve the right to make award(s) based upon whatever is in the best interest of the City.  
Partial Bids - Partial Bids will not be accepted.
13. Termination - If the Proposer fails to fulfill its obligations under this Agreement violates any of the covenants, agreements, or stipulations of this Agreement, or if the City deems that the Proposer's conduct could have a negative effect on the reputation of the City, the City shall have the right, in its sole discretion, to terminate this Agreement immediately. The City also shall have the right, in its sole discretion, to

terminate this contract without cause by giving thirty (30) days written notice to the Proposer of such termination specifying the date of such termination. Upon termination of the Agreement, the City shall have no obligation to pay Vendor for services not performed or goods not received. "

14. Interpretations and Addenda - No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents.

Every request for an interpretation shall be made in **writing**, addressed and forwarded to the **Supervisor of Purchases, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut, 06457. Questions may be sent via facsimile to (860) 638-1995 or emailed at [purchase@middletownct.gov](mailto:purchase@middletownct.gov)**

To receive consideration, such questions shall be submitted in writing. **Deadline for submission of questions is Friday, March 19, 2021 by noon (EST).** If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Supervisor of Purchases to determine the equality or suitability of the product or method. In general, the Supervisor of Purchases will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the bidder for incorporation into the work.

The Purchasing Supervisor will arrange an Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. The Purchasing Supervisor will post said addenda to the City website at [www.middletownct.gov](http://www.middletownct.gov). Non-receipt of said Addenda shall not excuse compliance with said addenda. It is the bidder's responsibility to determine whether any addenda have been issued and if so whether he/she has received a copy of each. Nothing in this section shall prohibit the Purchasing Supervisor from posting Addenda to extend the deadline for the receipt of bids at any time and for any reason.

**It is the responsibility of each Proposer to visit our website at [www.middletownct.gov](http://www.middletownct.gov) to view additional information and/or acknowledge any addenda's issued prior to submitting a proposal.**

No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

15. Certificates of Insurance - The selected Proposer shall be required to provide appropriate Certificates of Insurance as indicated in the Attachment "Insurance Requirements".
16. Withdrawal of Proposals - Negligence on the part of the Proposer in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.
17. Assigning, Transferring of Agreement - The successful Proposer is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement of its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the City.
18. Cost of Preparing Proposal - The City shall not be responsible for any expenses incurred by the Proposer in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
19. Time of Completion/Liquidated Damages - The bidder shall be available to commence work within ten (10) consecutive calendar days after receipt of the Notice to Proceed as issued by the City and shall agree to complete the work within the time specified for completion.

Any contract awarded pursuant to this Bid Document shall be subject to a liquidated damages provision whereby the Parties recognize that time is of the essence with this project and that the City will suffer financial loss if the project is not completed within the times specified in the Contract documents, plus any extensions of such deadlines thereof allowed by the City.

The bidder agrees that all extensions made by the City shall be in writing or shall be deemed ineffective. The bidder also recognizes that the delays, expense, and difficulties involved in proving the actual loss suffered by the City if the project is not completed on time.

Accordingly, instead of requiring any such proof, the bidder agrees that as liquidated damages for delay (but not as a penalty) bidder shall pay the City four hundred dollars (\$400.00) for each day that expires after the time specified in this section for substantial completion, until the project is determined in good faith to be substantially complete by the City.

After substantial completion has been achieved, if bidder shall neglect, refuse, or fail to complete the remaining work within the time specified in the Contract documents for the completion and readiness for final payment or within the time frame allowed by

any proper extension that is granted by the City, the bidder shall pay the City four hundred dollars (\$400.00) for each day that such work is not completed. These liquidated damages will apply to any termination for cause or convenience, with or without cause and without prejudice to any other right or remedy of the City.

20. Affirmative Action - Demonstration of commitment to Affirmative Action by full compliance with the regulations of the Commission of Human Rights and Opportunities (CHRO).
21. A pre-bid conference will be held following all CDC recommendations, on **Friday, March 5, 2021 at 10:30 am at the site 80 Harbor Drive – Canoe Club Restaurant, Middletown, CT.** Interested bidders that do not follow the CDC recommendations will be asked to leave. Bidders are strongly encouraged to attend this meeting in person or by representative

**PROPOSAL PAGES**  
**RFP #2021-006**  
**Riverfront Restaurant Opportunity**  
**80 Harbor Drive-Canoe Club Restaurant**  
**Middletown, CT 06457**

Issued: **02/19/2021**

Reply Date: **Tuesday, April 6, 2021 by 3:00 PM**

To: Donna L. Imme, CPPB  
Supervisor of Purchases, Room 112  
Municipal Building, 245 DeKoven Drive  
Middletown, Connecticut 06457

We, the undersigned submit our proposal titled **RFP #2021-006 Riverfront Restaurant Opportunity, 80 Harbor Drive-Canoe Club Restaurant, Middletown, CT 06457**, in accordance with the requirements outlined in this request and submit for your consideration the following:

**RESPONDENT CHECKLIST**

We have submitted the following for your review:

1. Cover Letter \_\_\_\_\_
2. Table of Contents \_\_\_\_\_
3. Requirements set forth in section "Proposal Description" \_\_\_\_\_
4. Requirements set forth in section "Proposed Concept" \_\_\_\_\_
5. Requirements set forth in section "Design Intention and Capital Investment" \_\_\_\_\_
6. Requirements set forth in section "Experience and Financial Strength" \_\_\_\_\_
7. Requirements set forth in section "Proposed Rent and Business Plan" \_\_\_\_\_
8. Requirements set forth in section "Additional Requirements" \_\_\_\_\_
9. Non-Collusive Statement \_\_\_\_\_
10. Affirmative Action Statement. \_\_\_\_\_
11. Submit three **(3) copies** and **one (1) Electronic copy** on CD, DVD, or USB storage \_\_\_\_\_

**THE BID MUST BE SIGNED BY THE BIDDER TO BE ACCEPTED**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE AND TITLE

Receipt of Addenda is acknowledged: Addendum No. 1 \_\_\_\_\_ Date \_\_\_\_\_  
Addendum No. 2 \_\_\_\_\_ Date \_\_\_\_\_

PLEASE NOTE: All of the information below is REQUIRED. Please do not leave any information blank.

\_\_\_\_\_  
Corporation Name (if applicable)

\_\_\_\_\_  
Company Name

Mailing Address:

Payment Address (If different from mailing addr.):

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
City, State and Zip

FEIN NUMBER: \_\_\_\_\_ -- \_\_\_\_\_

Type of Organization: \_\_\_\_\_ Individual / Sole Proprietor  
(Please Check One)

\_\_\_\_\_ Limited Liability Company

\_\_\_\_\_ Corporation

Contact Information

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Additional Contact: \_\_\_\_\_ Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

Website: \_\_\_\_\_

SIGN HERE: I hereby certify that the above information is correct.

\_\_\_\_\_  
Print or Type Name & Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN

**CITY OF MIDDLETOWN CONNECTICUT**

**NON-COLLUSIVE BID STATEMENT**

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

- I. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other bidder of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition; and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number  
\_\_\_\_\_

**PURCHASING DEPARTMENT  
CITY OF MIDDLETOWN  
BID ATTACHMENT  
CHAPTER 78**

**CHAPTER 26, CONTRACTS**

**ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.**

**26-1 Contract Provisions Required**

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

**26-2 Enforcement Officer**

The Director of Equal Opportunity and Diversity Management, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

**26-3 Provisions to be Included**

- A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Office of Equal Opportunity and Diversity Management Director:

The contractor agrees and warrants that in the performance of this contract he or she will not discriminate or permit discrimination against any person or group of persons on the grounds of age, ancestry, color, genetic information, learning disability, marital status, past or present history of mental disability, intellectual disability, national origin, physical disability, including, but not limited to blindness, race, religious creed, sex, including pregnancy, transgender status, gender identity or expression, sexual orientation, workplace hazards to reproduction

systems, political belief, military or veteran status, or criminal record in accordance with §46a-60(a), (b)(7), (d)(1), 46a-80(b), or 46a-81(b)(c) of the Connecticut General Statutes. This provision is limited to the extent there is a bona fide occupational qualification or a superseding federal or state law. In addition, the Connecticut Fair Employment Practices Act, Connecticut General Statutes §46a-51 et seq., (CFEPA), not only prohibits discrimination based on actual physical disability, but also applies to discrimination based on perceived physical disability. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

- B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

**26.4 Notices to be posted on project site.**

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment,

notices setting forth its non-discrimination requirements.

#### **26.5 Subcontractors and Suppliers**

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

#### **26.6 Effect on other laws**

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

**(4/7/80; 3/8/93, 11/1/02, 2/3/03, 6/3/13, 2/4/16, 6/29/20)**

## **Insurance Requirements**

### **RIVERFRONT RESTAURANT**

Restaurant shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the City of Middletown as an Additional Insured on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-" VIII. In addition, all Carriers are subject to approval by the City of Middletown.

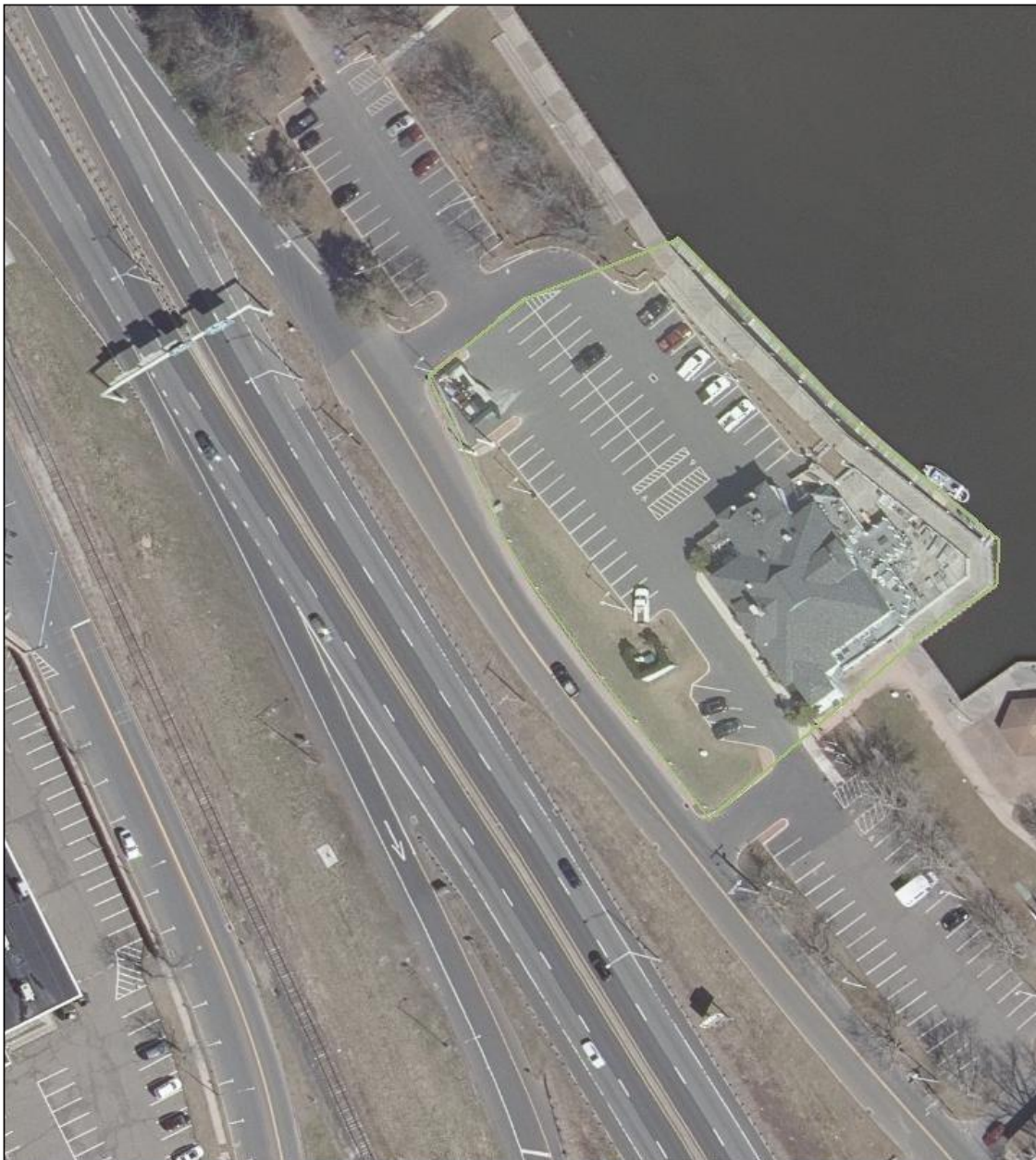
		(Minimum Limits)
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Pollution Liability	Each Occurrence	\$1,000,000
Liquor Liability	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Umbrella Liability	Each Occurrence/Aggregate	\$1,000,000
Marina Operators Legal Liability	Each Occurrence/Aggregate	\$1,000,000
Business Interruption	Limit sufficient to meet lease/rent obligations, TBD by Risk Manager	
Property Insurance	Limit equal to Tenants Total Value	
Auto Liability	Combined Single Limit	
	Each Accident	\$1,000,000

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Workers' Compensation and Employers' Liability	WC Statutory Limits	
	EL Each Accident	\$1,000,000
	EL Disease Each Employee	\$1,000,000
	EL Disease Policy Limit	\$1,000,000

Original, completed Certificates of Insurance must be presented to the City of Middletown prior to contract issuance. Restaurant agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the City.

## APPENDIX A



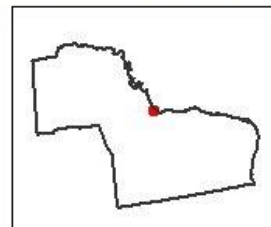
### Leased Area Site Plan

Map generated 2/10/2021

Map Legend: <http://gis.cityofmiddletown.com/middletownct/legend.pdf>  
<vision link>

0 0.005 0.01 0.02 0.03 0.04

1 in = 100 ft



#### MAP FOR REFERENCE ONLY - NOT A LEGAL DOCUMENT

Because of different update schedules, current property assessments may not reflect recent changes to property boundaries. Check with the Board of Assessors to confirm boundaries used at the time of assessment.

<b><u>SUBMITTAL A</u></b> <b><u>FINANCIAL PRO FORMA</u></b>
--

**Proposing Entity** \_\_\_\_\_

**Lease Name** \_\_\_\_\_

**Sq. Ft.** \_\_\_\_\_

[illegible]

[illegible]

	YEAR 1			YEAR 2			YEAR 3			YEAR 4			YEAR 5			Total	
	(\$)	% of sales		(\$)	% of sales		(\$)	% of sales		(\$)	% of sales		(\$)	% of sales		(\$)	% of sales
EBITDA (Earnings before in taxes, depreciation, and amortization)																	
Annual Gross Sales / sq. ft.																	
Annual percentage change i gross sales from prior year																	

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SUBMITTAL B**  
**MINIMUM RENT OFFER**

**Lease Name:** 80 Harbor Drive, Middletown Restaurant Lease

**Proposing Entity:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Phone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

This proposal is being submitted in response to the Request for Proposals for the above- referenced Lease, which is incorporated in this RFP by reference. Defined terms below shall have the meanings given them in the Request for Proposals.

Minimum base rent offer:

THE MINIMUM PROPOSED AMOUNT FOR THE FIRST YEAR OF THE LEASE IS:

\_\_\_\_\_  
Written Figures (\$ \_\_\_\_\_)

The undersigned represent and warrant to the City of Middletown as follows: (a) the undersigned person(s) are authorized representatives of Respondent; (b) all information submitted by Respondent in the proposal is complete, accurate and truthful. (Note: If Respondent is a joint venture or partnership, all joint ventures or partners must sign; if Respondent is a corporation, at least Respondent's President and Secretary must sign; if Respondent is a limited liability company, at least Respondent's manager or managing member must sign.)

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Bid Return Label**

**Always use Mailing Label below on all packages when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response.**

**Official Documents Enclosed:**

**RFP #2021-006 Riverfront Restaurant Opportunity 80 Harbor Drive-Canoe Club Restaurant, Middletown, CT 06457**

**Return Date: Tuesday April 6, 2021 by 3:00 pm**

**City of Middletown Purchasing Department  
Municipal Building Room 112  
245 DeKoven Drive  
Middletown, CT 06457**

