

PROPOSAL DOCUMENTS

CULTURAL & ENTERTAINMENT EVENT USES AT STATE-WALL PARKING LOT NEW HAVEN, CONNECTICUT NHPA PROJECT #19-040

JANUARY, 2019



**INVITATION FOR PROPOSALS
CULTURAL & ENTERTAINMENT EVENT USES
AT
STATE-WALL PARKING LOT
NEW HAVEN, CONNECTICUT
NHPA PROJECT #19-040**

The New Haven Parking Authority (NHPA), doing business as Park New Haven (PNH), is seeking proposals from qualified firms or individuals to provide cultural and entertainment event uses at the State-Wall Parking Lot in New Haven, CT during evenings/nights (especially Thursdays through Saturdays) and day-time on weekends. If interested, please complete and return the enclosed proposal forms no later than 3 PM on February 7, 2019 via mail or hand-delivery.

Submit with Proposal:

- Proposal Form
- Statement of Proposer's Qualifications
- Non-Collusion Affidavit

Reply by mail or hand-delivery to:

James M. Staniewicz, P.E.
Chief Engineer
New Haven Parking Authority
One Temple Street
Temple Street Parking Garage Office
New Haven, CT 06510

Telephone: (203) 946-7526
E-mail: jstaniewicz@nhparking.com

INSTRUCTIONS TO PROPOSERS

CULTURAL & ENTERTAINMENT EVENT USES AT STATE-WALL PARKING LOT NEW HAVEN, CONNECTICUT NHPA PROJECT #19-040

1. USE OF SEPARATE PROPOSALS

These Documents (the “Proposal Documents”) include a complete set of proposal forms which are for the convenience of proposers and are not to be detached from the Proposal Documents, filled out, or executed. Separate copies of the Proposal Form are furnished for that purpose.

2. INTERPRETATIONS OR ADDENDA

No oral interpretation will be made to any Proposer as to the meaning of the Proposal Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Chief Engineer, New Haven Parking Authority, One Temple Street, Temple Street Parking Garage Office, New Haven, CT 06510. Any inquiry received no later than Noon on January 31, 2019 will be given consideration. Every interpretation made to a Proposer will be in the form of an Addendum to the Proposal Documents and, when issued, will be on file in the NHPA Office at least one day before proposals are opened. In addition, NHPA may, but is not required to, mail such Addenda to each person to whom Proposal Documents have been issued. It shall be the Proposer’s responsibility to make inquiry as to, and to obtain, the Addenda issued, if any. All such Addenda shall become part of the Proposal Documents and each Proposer shall be bound by such Addenda.

3. INSPECTION OF FACILITY

Each Proposer shall visit the State-Wall Parking Lot and fully acquainted with the conditions existing there and the difficulties and restrictions attending the performance of the proposed services. The Proposer shall in no way be relieved of any obligation to visit the State-Wall Parking Lot and be acquainted with the conditions there existing and the difficulties and restrictions attending the performance of the proposed services, and the New Haven Parking Authority will reject any claim based on facts regarding which the Proposer should have been on notice.

4. PROPOSALS

- A. Each Proposal must be submitted on the prescribed, separately bound Proposal Form. All blank spaces must be filled in. No changes shall be made in the forms

or in the items mentioned therein. Erasures and other changes in the Proposal must be explained or noted over the signature of the Proposer.

- B. The Proposer shall sign his Proposal in the blank space provided for this purpose. If the Proposal is made by a partnership or corporation, the name and address of the partnership or corporation shall be indicated, together with the names and addresses of the partners or officers. If the Proposal is made by a partnership, it must be acknowledged by one of the partners; if made by a corporation, by one of the officers.
- C. Proposers must attach to this Proposal a completed Statement of Proposer's Qualification's form and a completed Non-Collusion Affidavit form.
- D. Each Proposal must be submitted in sealed inner and outer envelopes bearing on the outside of each envelope the name of the Proposer, his address, and the name of the project for which the proposal is submitted. Both envelopes shall be clearly labeled "**Sealed Proposal for Cultural & Entertainment Event Uses at State-Wall Parking Lot, Project #19-040**" so as to guard against opening prior to the time set therefore, and no blame shall be attached to any agent or employee of NHPA for the opening of any Proposal not so marked. The proposals shall be delivered to the New Haven Parking Authority, One Temple Street, Temple Street Parking Garage Office, New Haven, CT. 06510 in care of Mr. James M. Staniewicz, Chief Engineer, no later than the time specified in the Invitation for Proposals.
- E. NHPA may, at its option, waive any informalities or accept or reject or negotiate any and all Proposals. Any Proposal received after the time, date and place specified shall not be considered; provided, however, NHPA, in its sole discretion, reserves the right to delay the opening of the proposals.

5. **COLLUSIVE AGREEMENTS PROHIBITED**

Each Proposer submitting a Proposal to NHPA shall execute, and attach thereto, an affidavit in the form herein provided, to the effect that he has not colluded with any person, firm or corporation in regard to any Proposal submitted.

6. **TIME FOR RECEIVING PROPOSALS**

Proposals received prior to the advertised hour of opening will be securely kept, sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Proposal received thereafter will be considered.

7. **OPENING OF PROPOSALS**

At the time and place fixed for the opening of Proposals, NHPA will cause to be opened and publicly read aloud the name of every Proposer whose Proposal was received within the time set for receiving Proposals irrespective of any

irregularities therein. Proposers and other persons properly interested may be present, in person or by representative.

8. WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn on written or e-mail request dispatched by the Proposer and received by NHPA in time for the proposal opening

9. SELECTION OF SUCCESSFUL PROPOSER; REJECTION OF PROPOSALS

- A. NHPA will select the successful Proposer(s) , if at all, as soon as practicable after the date of the Proposal opening. The successful Proposer will be the one or more who is deemed to have the responsive Proposal which is in the best interest of NHPA. The Proposer to whom the selection is made will be notified at the earliest possible date. NHPA, however, reserves the right to reject or further negotiate any and all Proposals or to waive any informality in submitted Proposal Documents whenever such rejection or negotiation or waiver is in NHPA's interest. NHPA reserves the right to award to multiple parties.
- B. During the selection process, NHPA may invite the Proposer to make a presentation to its staff, Board of Directors or other interested parties.
- C. The Proposer agrees that he will not award a contract or subcontract for any work to any Vendor, contractor or subcontractor who is, at the time of award, ineligible for such contract under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable Federal, State and local laws or regulations.

10. EXECUTION OF LICENSE AGREEMENT

Subsequent to the award and within fifteen (15) days after the License Agreement is presented for signature, or such other time as may be reasonably agreed to by NHPA, the successful Proposer shall execute and deliver to NHPA the License Agreement in such number of originals as NHPA shall require.

11. NEW HAVEN PARKING AUTHORITY CONTRACT FOR SERVICES, PART II: TERMS AND CONDITIONS

The successful Proposer shall comply with Part II: Terms and Conditions of the New Haven Parking Authority Contract for Services, as per enclosure.

**DESCRIPTION OF SERVICES REQUESTED
CULTURAL & ENTERTAINMENT EVENT USES
AT
STATE-WALL PARKING LOT
NEW HAVEN, CONNECTICUT
NHPA PROJECT #19-040**

The New Haven Parking Authority (NHPA), doing business as Park New Haven (PNH), is seeking proposals from qualified firms and individuals to provide cultural and entertainment event uses at the State-Wall Parking Lot in New Haven, CT during evenings/nights (especially Thursdays through Saturdays) and day-time on weekends. The cultural and entertainment events are intended to be offered as an amenity to persons who live in, work in, study in, are entertained in, visit or otherwise enjoy the City of New Haven and all that it has to offer.

PNH operates a 125 space surface parking lot at the intersection of State Street and Wall Street. During the evening hours, after 7 PM and up to 6 AM, and all day on Saturdays and Sundays, PNH plans to make available space within the lot for cultural and entertainment events to serve New Haven patrons. Refer to enclosed map of lot.

Care and Use in Operations

1. Licensee and its Contractors and Vendors shall obtain all required permits from Authorities Having Jurisdiction.
2. Licensee shall, at Licensee's expense, do all work to the License Area necessary or appropriate to permit Licensee and its Contractors and Vendors to open for and operate its business to such standards as may be reasonably imposed and approved in writing by NHPA. Licensee acknowledges that NHPA has made no representations that the License Area is suitable for Licensee's use for cultural and entertainment uses, or is in compliance with applicable codes or ordinances of the City, State or Federal Governments.
3. Licensee shall at its expense provide adequate security for its use of the License Area.
4. Licensee shall at its expense maintain the License Area or any areas that its operations affect the parking lot in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests, and otherwise in a safe manner and in accordance with applicable codes now and hereinafter in effect.
5. Licensee shall at its expense keep any litter, garbage, trash, rubbish, spillage, or other refuse in rat-proof containers within the interior of the License Area.
6. Licensee shall at its expense have such litter, garbage, trash, rubbish, spillage, and refuse removed on a daily basis, and shall pressure-wash surfaces when necessary.

7. Licensee shall establish rules and regulations for its Contractors and Vendors for approval by NHPA, and Licensee shall ensure that these rules and regulations are adhered to by the Vendors.

8. Licensee shall at its expense comply with all laws, ordinances, rules and regulations of governmental authorities having jurisdiction and all recommendations of NHPA's insurance carrier now or hereafter in effect.

9. Licensee shall at its expense conduct its business in all respects in a dignified manner in accordance with high standards of operation.

10. Licensee shall not use or permit the use of any portion of the License Area or affected parking lot area for any unlawful purpose or for any activity of a type which is not generally considered appropriate.

11. Licensee shall not exceed the electrical capacity of the electrical service provided by NHPA and shall properly safeguard any electrical extension cords used.

12. Licensee shall at its expense properly secure its operations from the parking areas. NHPA is interested in something functional but that looks professional and attractive such as decorative ropes, temporary fence, etc.

13. Licensee will properly supervise the operation of its Contractors and Vendors and ensure they are complying with all established rules and regulations, and applicable requirements of this License Agreement.

14. Licensee will insure that the cultural and entertainment vehicles, equipment and furnishings shall not arrive on-site or be set up prior to 7 PM and will be off-site with furnishings properly stored and secured by 6AM or sooner on the evenings/nights of allowed service, and may be on site all day Saturdays and Sundays but shall be off-site with furnishings properly stored and secured by 6AM or sooner on the following Monday.

15. Licensee shall not permit alcoholic beverages to be consumed in the License Area without prior approval by NHPA and Authorities Having Jurisdiction.

16. Licensee recognizes that the NHPA and its patrons use the State-Wall Parking Lot 24 hours per day. Licensee at its sole cost shall use, maintain and operate the License Area in a manner to minimize the disruption to the operation of the State-Wall Parking Lot, including its pedestrian and automobile traffic access, travel-ways, parking area and egress and shall not obstruct the safe and convent passage of pedestrians and automobiles in the vicinity of the License Area.

17. In the event that the Licensee's or its Contractors and Vendors' use of the License Area obstructs the ability of NHPA to access, repair, reconfigure or otherwise use the State-Wall Parking Lot, Licensee at it sole cost agrees that it shall temporarily suspend its use of the License Area and temporary remove any of its furnishings, insofar as may be

necessary to allow NHPA, its agents, servants, employees, contractors and subcontractors to undertake NHPA's need. To the extent possible, an alternative location for Licensee's use may be allowed per written notice by NHPA.

Insurance

Licensee and its Contractors and Vendors shall provide a certificate of insurance. Refer to Section 22 of the Draft Form of License Agreement for insurance requirements.

Site Visits

Each interested Proposer shall fully acquaint itself with the existing conditions relating to the proposed project, and shall fully inform itself as to the facilities involved and the difficulties and restrictions attending the performance of the work. The Proposer shall thoroughly examine and familiarize itself with the Proposal Documents. The successful Proposer (i.e., "Licensee") shall in no way be relieved of any obligation under it due to its failure to receive or examine any relevant document or legal instrument or to visit the sites and acquaint itself with the conditions there existing and PNH will reject any claim based on facts regarding which the Proposer should have been on notice.

License Agreement Award

PNH reserves the right to award the license agreement to the party or parties to whom it determines to be in its best interests and at its sole discretion. Draft form of license agreement is attached.

PROPOSAL FORMS

**CULTURAL & ENTERTAINMENT
EVENT USES
AT
STATE-WALL PARKING LOT
NEW HAVEN, CONNECTICUT
NHPA PROJECT #19-040**



Name of Proposer

PROPOSAL FORM

**CULTURAL & ENTERTAINMENT EVENT USES
AT
STATE-WALL PARKING LOT
NEW HAVEN, CONNECTICUT
NHPA PROJECT #19-040**

(Attach additional sheets as may be necessary)

1. Describe what cultural and entertainment events you propose.

2. Describe how you will manage and oversee the cultural and entertainment events.

3. How many people per event do you estimate will attend. Provide back-up information.

4. How much area do you require for the events? Show the area which you request on the enclosed drawing.

5. Describe how you propose to advertise and market the cultural and entertainment events and identify any proposed signage.

Name of Proposer

6. Describe the amenities you propose such as food and beverage, tables and chairs, portable toilets, etc.

7. Describe how you will separate your operation from the public parking areas (e.g., decorative ropes, temporary fence, etc.). Be specific and show examples.

8. Describe your proposed rules and regulations for the cultural and entertainment events for the public and your contractors and vendors, and how you will enforce these.

9. Describe how you will provide security for the License Area and any affected parking lot areas.

10. Describe how you will control noise, litter, garbage, refuse, spills, etc.

11. Due to site limitation, there will be no on-site storage allowed. Describe how you will store off-site and mobilize on-site.

12. Describe any need for electrical power from the existing electrical service enclosure (approximately 75 amps are available - you need to verify on site) and how you will safely secure/handle any extension cords.

13. Identify the license fee payment (rent) you propose (amount per month/year, fixed fee, percentage of gross, combination, etc.). **Minimum of \$2,000 per event.**

14. Identify the Term of use which you request.

15. Identify your proposed business hours (days of weeks, hours per day).

16. When do you anticipate you can open for business?

Name of Proposer: _____

Address: _____

Contact Person: _____

Telephone #: _____

E-mail: _____

Date: _____

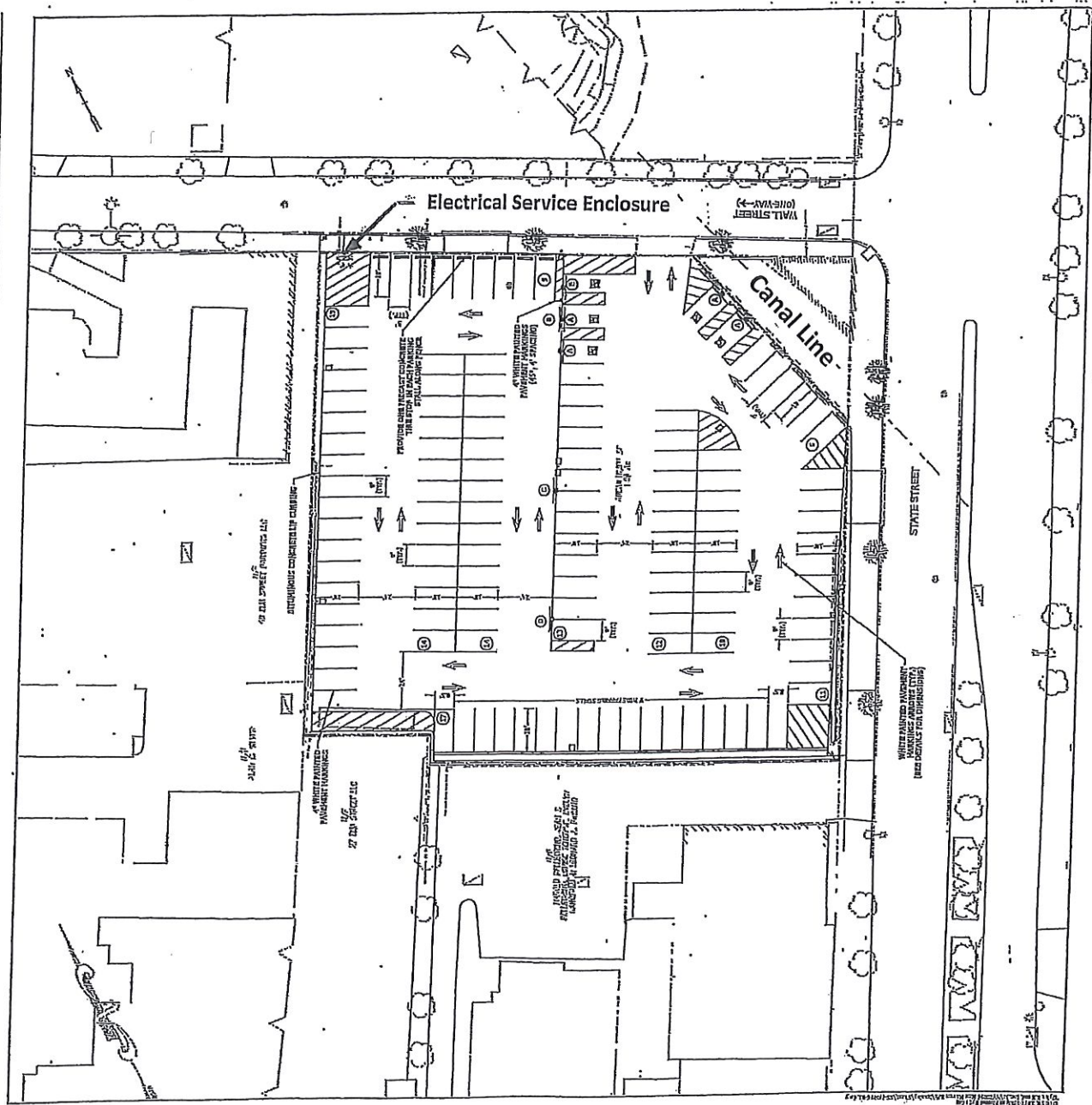
Signature: _____

(Duly Authorized)

Name of Proposer

STATE-WALL PARKING LOT

Please identify on this drawing the area you request for cultural and entertainment events.



Proposer's Name

STATEMENT OF PROPOSER'S QUALIFICATIONS

CULTURAL & ENTERTAINMENT EVENT USES

AT

STATE-WALL PARKING LOT

NEW HAVEN, CONNECTICUT

NHPA PROJECT #19-040

(Note: To be submitted by the Proposer with his Proposal)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Proposer may submit any additional information desired.

1. Name of Proposer.
2. Proposer's Social Security or Federal Tax ID Number.
3. Permanent main office address and telephone number and e-mail address.
4. Proposer's Form of Business Organization (e.g., corporation, partnership, individual)
5. When organized.
6. Where organized.

Proposer's Name

7. General character of services/work performed by your business.

8. How many years have you been engaged in business under your present firm or trade name?

9. Provide the name, address and current phone number/e-mail address and/or letters of references of at least 3 references relating to your business qualifications.

10. Provide the name, address and telephone number/e-mail address of at least one bank reference (include the name of contact person) and two additional credit references particular to Proposer's business operation (e.g. supplier).

Proposer's Name

11. Provide a detailed description of the business operation you propose to operate at the State-Wall Parking Lot.

12. Outline the background and experience of Proposer (or Proposer's curator/management personnel to be employed at the License Area) regarding the operation of the business subject to this Proposal. Describe your experience with similar events to the ones proposed. Attach resumes and/or additional sheets as needed.

13. If Proposer is a franchisee, so indicate and attach general information regarding franchiser including franchiser's leasing policies.

14. Describe your ability to provide required insurance coverage from both you as Licensee and each of your Vendors, Contractors/Subcontractors. Provide sample certificates of insurance. Note Waiver of Subrogation applies.

Proposer's Name

15. Has the Proposer ever defaulted on a lease or breached a contract obligation? If so, state the nature of the lease or contract and explain.

16. Attach a copy of Proposer's pro forma profit and loss statement for the proposed business to be located at the Premises for years 1 through 3.

17. Upon request of the New Haven Parking Authority, will the Proposer provide the New Haven Parking Authority with financial information, including but not limited to most recent financial statement and a copy of 2017 tax return (and 2018, if available)?

18. Upon request of the New Haven Parking Authority, will a principal of the Proposer or third party guaranty the payment of rent and performance of the Proposer's obligations under the sublease? If so, provide the name and address of the guarantor along with two references. In the case of a franchisee, will franchiser be the Licensee under the License Agreement?

Proposer's Name

The undersigned hereby represents that the above information is true and accurate to the best of his/her knowledge and further authorizes and requests any person, firm, or corporation to furnish any information requested by the New Haven Parking Authority in verification of the recitals comprising this Statement of Proposer's Qualifications.

Dated at _____ this _____
day of _____, 2019.

(Name of Proposer)

By: _____

Title: _____

State of _____, County of _____

On this _____ day of _____, 2019 before me personally

came _____, to me known who did depose and say that

he is _____,

of _____,

the Corporation/Partner/Individual described in and which executed the foregoing instrument and that such instrument is duly submitted on behalf of

_____.

Notary Public

**NEW HAVEN PARKING AUTHORITY
NON-COLLUSION AFFIDAVIT OF PROPOSER
NHPA PROJECT #19-040**

STATE OF _____

ss:

COUNTY OF _____

_____, being first duly sworn,
deposes and says that:

1. He is (owner, partner, officer, representative, or agent) of _____, the Proposer that has submitted the attached Proposal;
2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the services for which the attached Proposal has been submitted or to refrain from submitting a Proposal in connection with such services, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal prices or the Proposal price of any Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the New Haven Parking Authority by any person interested in the Proposal;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including the affiant; and
6. No officer or employee or person whose salary is payable in whole or in part from the New Haven Parking Authority is directly or indirectly interested in this Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed) _____

Subscribed and sworn before me this _____ day of _____ 2019

_____.

Title

My Commission expires _____, 20_____.