



Town of New Canaan, CT

Request for Proposal

For the Purchase or Lease, Preservation, Renovation, and
Operation of The New Canaan Playhouse Theatre located
at 89 Elm Street in New Canaan.

Request For Proposal Issued: September 23, 2016

Proposals Due: October 21, 2016

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Town of New Canaan
Request for Proposals
For the Purchase or Lease, Preservation, Renovation and Operation of the
New Canaan Playhouse Theatre

I. Administrative Information

Purpose - The purpose of this Request for Proposal (“RFP”) is to invite qualified parties (hereinafter referred to as “Proposer”) to submit proposals to purchase or lease, preserve, renovate and operate the New Canaan Playhouse Theatre, located at 89 Elm Street in New Canaan CT 06840. The Town is seeking a creative solution to transition this iconic landmark into the stewardship of a private investor who will work closely with the Town to achieve its goal of continuing the use of the building as a theater for years to come. This RFP is designed and written to encourage and allow each Proposer the flexibility to come up with an overall plan of implementation that it believes is the best solution to the Town’s needs.

RFP Questions - Questions and clarifications about this RFP should be directed to Robert E Mallozzi III (First Selectman) at 203-594-3000 or robert.mallozzi@newcanaanct.gov or Stephen J. Karl (Playhouse Committee Chair) at stephen.karl@newcanaanct.gov, no later than October 7, 2016.

RFP Responses - All responses shall be received no later than 4:00 P.M. EDT on October 21, 2016. Please deliver a signed original and four (4) paper copies of your RFP response to the address shown below:

The Office of the First Selectman
77 Main Street 2nd Floor- Town Hall
New Canaan, CT 06840
Attention: Pam Flynn

and one (1) electronic copy to the Office of the First Selectman, in care of Pam Flynn at pam.flynn@newcanaanct.gov. Acceptable electronic formats include either PDF or Microsoft Word documents. All proposals shall become the property of the Town once received.

Confidentiality - If Proposer believes that any information in its response should be treated as confidential, that material shall be clearly marked. The Town shall endeavor to protect confidential material from disclosure to non-Town employees to the extent required by state or federal law. In no event will The Town be responsible for the inadvertent disclosure of responses to this RFP. All costs for proposals are the responsibility of the Proposers.

RFP Procurement Schedule - Tentative Procurement Schedule Activity Dates:

- RFP Release September 23, 2016
- Questions Deadline October 7, 2016
- Proposal Deadline October 21, 2016
- Notice of Proposed Short List Selection October 26, 2016
- Vendor Presentation and Meeting November 9-11, 2016
- Notice of Proposed Award November 18, 2016
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II. Description

The Town solicits proposals from qualified parties for the purchase or lease, preservation, renovation, and operation of The New Canaan Playhouse, located at 89 Elm Street in New Canaan. A combination of events, including necessary repairs on the building and the Town’s desire to exit the private real estate market has resulted in the impetus to move forward with the next chapter of this historic building. The Town has attempted to identify existing issues with the building and has contracted with Savin Engineers PC to identify any shortcomings and potential work to be completed. The report is available upon request.

The Town government has conducted informational community forums on the subject and gathered enough information that strongly supports the community’s desire to continue to have a theatre/playhouse occupy the current location. It is viewed as one of the “anchors” of Elm Street and acts as the perfect complement to the existing shops, stores and restaurants.

A Committee was appointed by the Selectmen in 2015 named “The New Canaan Playhouse Committee.” This Committee reports directly to the Selectmen and has been given the following assignment: “The Playhouse Committee is tasked with the exploration of the public and private options leading to the funding of

capital improvements as noted in the 2015/16 budget review and the invigoration of the entertainment offerings at the Playhouse. The Committee shall call upon the expertise and opinions of residents and others to aid in this task.” Several public meetings were held resulting in the issuance of this formal Request for Proposals (RFP).

The Town is well aware that it could transfer unrestricted title to the property outright to a developer who would most certainly maximize and monetize one of the most prime pieces of real estate in the community. However, it has been made clear that this is not the desire of its tax-paying constituents, nor the intention of the Town.

As a result, the Town is seeking creative solutions from Proposers to assume responsibility for the existing building, operate the Theatre and deliver to the community the theatre experience it desires, in an aesthetically pleasing interior and exterior setting, that it can be proud of for years to come.

III. Goals

In seeking the solicitation of proposals, the Town’s goals, in order of importance are to:

1. Provide a consistently top rated and enjoyable entertainment experience for the residents of New Canaan and its surrounding communities for the long term foreseeable future.
2. Renovate and revitalize the existing theatre building while preserving the historic and iconic exterior appearance; using sustainable and environmentally friendly construction methods where applicable.
3. Assist where possible in providing an economic and logical “soft landing” for the existing three tenants whether they remain in place or transition to a different location.
4. Continue to anchor and enhance the Town’s downtown area, providing an entertainment element that complements the stores, restaurants, and businesses.

IV. Selection Criteria

The Town will review each submission and evaluate them based upon the following criteria:

1. **Priority One - Theatre:** Demonstration of Proposer's commitment to ensure the Town will have access to a top quality entertainment experience for years to come.
2. **Aesthetics:** The historic characteristics of the building will be maintained and enhanced. The local Planning and Zoning Board will assist and engage as needed.
3. **Building Maintenance:** Given the results of the Savin Engineering report, the Proposer should demonstrate the ability to address building and maintenance issues in an expeditious fashion.
5. **Experience and Qualifications:** Proposers will be considered based on qualifications, adequate staff resources, relevant and demonstrated experience on similar projects including real estate and business.
6. **Financial Capability:** Proposer shall be sufficiently funded to perform all tasks represented in their proposal.
7. **Flexibility:** Proposer shall be receptive to Town suggestions and recommendations.
8. **Execution of Plans:** Proposers will be considered based on suggested implementation timeline, including transfer of legal interest, government approvals and permitting, proposed downtime and overall renovation schedule.
9. **Town Interests:** The terms and conditions of the proposed agreement with the Town, including overall benefits, obligations and long-term interests of the Town will be considered in the evaluation.

Proposers will be ranked based on the above criteria and how the proposals best accomplish the stated goals and objectives of the Town. Short-listed Proposers will be selected based on these criteria and invited to interview in advance of a final selection. Presentations may include alternative proposals, discussions and suggestions strictly based on the Proposer's submittal and the Town's local knowledge.

V. Proposal Format

Submittals shall include the below selections numbered as follows:

1. Letter of Interest: Proposers shall submit a Letter of Interest signed by a person authorized to contractually bind the Proposer. Include within the letter, Proposer's name and address, contact information (name, mailing address, email address, fax number and telephone number of person whom the Town should contact regarding the proposal).
2. Proposal Summary: Proposers shall summarize their proposal to identify a clear understanding of the project and describe in detail how the Proposer will accomplish and include all areas of proposed building renovation, existing leases, operational business plan, and any other pertinent information.
3. Legal Structures and Instruments: Proposals should include a description of the legal structures that will be created, including the legal relationships among the Town, the Proposer, investors (if applicable), lenders (if applicable), design professionals, construction contractors, a management company (if applicable) and the Theatre's existing tenants and how those legal structures will further the Goals listed in Section III, above. Proposals should include a description of the legal instruments that will be required, including, by way of example, deeds, restrictive covenants and leases. If the project will require funds from investors or lenders, the Proposal shall disclose the amount of investment or loan funds that will be required and identify the principal investors and/or prospective lenders.
4. Qualifications, Licensing and Subcontracting: Proposers should describe their company's organization, financial standing, industry and include key personnel CV's and responsibilities.

5. Insurance: Proposals shall include a description of the insurance requirements applicable to the ownership, management, leasing and renovation of the building, including professional liability insurance, if applicable. The description shall include the coverage limits of each insurance policy and an indication of the party who will be responsible for procuring each of the required insurance policies.
6. History of Similar Projects: Proposers shall include experience and examples of previous similar projects, relevant experience including references for business and property development as well as leasing experience.
7. Recommendations and Timelines: Proposers should include creative solutions, appropriate suggestions and any recommendation that furthers the interest of the project. In addition the Proposers should lay out a timeline that reasonably represents their intentions.
8. Miscellaneous Information: Proposers should include in this section any other information deemed pertinent to submission.
9. Financial Proposal: Proposers should include information concerning overall financial benefits to the Town, highlighting the specifics in their proposal clearly and concisely.

VI. Guidelines

This section is provided solely as a guideline and is only intended to provide information that could be helpful in Proposers' submittals.

Section could include information such as:

- Theatre sale comps in the area
- Chamber of Commerce Theatre Report
- Sections of the Savin Report
- Other relevant real estate comps
- Pertinent information about New Canaan

VII. Requirements of Reporting

The firm engaged pursuant to this RFP will work directly with designated Town representatives and New Canaan Playhouse Committee members to fulfill the objectives set forth in this RFP and as embodied in the contract to be executed between the Town and the selected Proposer(s). The Town reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed to be in the Town's best interest. The Town further:

1. Reserves the right not to award a contract pursuant to this RFP
2. Reserves the right to award to multiple Proposers
3. Reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 30 days written notice to the successful Proposer
4. Reserves the right to retain all proposals submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving proposals without the written consent from Town
5. Reserves the right to negotiate the fees proposed by all Proposers. If such negotiations are not, in the opinion of Town, successfully concluded within a reasonable timeframe as determined by Town, Town shall retain the right to suspend such negotiations.
6. Reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services and from individuals deemed non-responsive
7. Reserves the right, prior to award, to revise, change, alter or amend any of the instructions, terms, conditions and/or specifications identified within the RFP documents issued, within any attachment or drawing, or within any addenda issued. Proposers shall be responsible for any posted addenda to this RFP. Such changes that are issued before the proposal submission deadline shall be binding upon all prospective Proposers.

8. In the case of rejection of all proposals, the Town reserves the right to advertise for new proposals or to proceed otherwise.
9. Reserves the right to, without any liability, cancel the award of any proposal(s) at any time before the execution of the contract documents by all parties.

Appendix A - Copies of Current Leases

Attach all three leases (front page only)

- 1. Bow Tie Cinemas**
- 2. Earth Garden Florists**
- 3. Chamber of Commerce/New Canaan Cares**

RESTATED LEASE AND EXTENSION AGREEMENT

This Restated Lease and Extension Agreement (the "Agreement"), is dated as of August 1st, 2007, by and between **THE TOWN OF NEW CANAAN** ("Landlord"), a Connecticut municipal corporation, having an address at New Canaan Town Hall, 77 Main Street, New Canaan, Connecticut 06840, and **BTC NEW CANAAN, LLC** ("Tenant"), a Delaware limited liability company, having an address at 641 Danbury Road, Ridgefield, Connecticut 06877, Attn: Mr. Charles B. Moss, Jr., Manager.

WITNESSETH:

WHEREAS, pursuant to that certain lease dated as of June 8, 2000 (said lease, as same may have been heretofore amended, collectively, the "Lease", a copy of which is attached at Schedule A), The Albert Franco Real Estate Trust, and Jeroll R. Silverberg (collectively, "Current Owner"), as lessor, leases unto Tenant, as lessee, certain premises more particularly described therein (the "Premises"), comprising a portion of that building located at 93 Elm Street, New Canaan, Connecticut, used as a motion picture theater, for a term due to expire on August 31, 2007; and

WHEREAS, under that certain agreement dated June 8, 2000, as amended June 19, 2000, Landlord has agreed to purchase, and Current Owner has agreed to sell, the land (the "Land"), building (the "Building") and improvements (said Land, Building and improvements, collectively, the "Property"), including the Premises, pursuant to a closing (the "Closing") on or about August 31, 2007; and

WHEREAS, Landlord, as contract purchaser of the Property, and Tenant, as present lessee of the Premises, desire to enter into this agreement to continue and extend Tenant's leasing of the Premises, following Landlord's purchase of the Property, and to restate the Lease between Landlord and Tenant, as amended and extended by this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows, notwithstanding anything to the contrary contained in the Lease or in any other agreements between the parties:

1. **General Definitions.** Capitalized terms used but not separately defined in this Agreement shall have their respective meanings in the Lease.
2. **Effective Date.** The "Effective Date" herein shall mean September 1, 2007.

COMMERCIAL LEASE

This Commercial Lease ("Lease") is dated as of November 5, 2013, by and between the TOWN OF NEW CANAAN, a Connecticut municipal corporation (the "Town" or the "Landlord") and AN ENGLISH GARDEN DESIGN, INC., a Connecticut corporation d/b/a Earth Garden ("Earth Garden" or the "Tenant").

In consideration of the mutual benefits and obligations set forth in this Lease, the Town and Earth Garden agree as follows.

ARTICLE I LEASING DATA

1.01. LEASING DATA. This Article contains data used in other provisions of this Lease but set forth in this Article for ease of reference. For example, although the monthly Base Rent is specified in this Article, Article IV is the operative provision of the Lease regarding the payment of the monthly Base Rent. Whenever any item contained in this Article is more specifically described in a subsequent Article of the Lease, the more specific description will control.

- (a) The "Building" is the two story brick building, known as The New Canaan Playhouse, located at 93 Elm Street, New Canaan, Connecticut.
- (b) The "Retail Space" is the retail space on the first floor of the east side of the Building.
- (c) The "Private Storage Room" is the room in the Building's basement separated by walls and a door from the mechanicals area and the common storage area.
- (d) The "Leased Premises" consists of the Retail Space and the Private Storage Room.
- (e) The "Retail Space Square Footage" is 500 square feet.
- (f) The "Delivery Date" is the date on which the Town delivers the Leased Premises to Earth Garden free of all occupants and personal property of others. The Town estimates the Delivery Date to be November 6, 2013.
- (g) The "Rent Commencement Date" is the earlier of the date that Earth Garden opens to the public for business in the Retail Space or two (2) weeks after the Delivery Date.
- (h) The "Anniversary Date" is the first day of the month following the Rent Commencement Date. *By way of example, if the Rent Commencement Date is November 15, 2013, then the Anniversary Date will be December 1.*
- (i) The "Initial Term" is the period of time beginning with the Delivery Date and ending on the last day of the last month ending before the fifth (5th) Anniversary Date. *By way of example, if the Rent Commencement Date is November 15, 2013 and the Anniversary Date is December 1, then the Initial Term will end on November 30, 2018.*

LEASE

Between

THE TOWN OF NEW CANAAN

As Landlord

And

CHAMBER OF COMMERCE OF NEW CANAAN, CONNECTICUT, INCORPORATED

And

NEW CANAAN CARES, INC.

As Tenant

Building:

The New Canaan Playhouse

Dated: October 29, 2009

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