

# **Black Point Beach Club Association / East Lyme Ct Request for Qualifications / Proposals**

## **Development of the Plan of Conservation and Development / Master Plan**

**Inquiries: Mr. Steven Beauchene  
Black Point Beach Club Association  
East Lyme, Ct**

**Questions and Proposals Due via email at [slbvmd@sbcglobal.net](mailto:slbvmd@sbcglobal.net)**

### **1. PURPOSE**

The Black Point Beach Club Association Board of Governors and Zoning Commission is soliciting qualifications and proposals (RFQ/RFP) from qualified professional planning consultants/firms for the preparation of the Development of the Black Point Beach Club Association - East Lyme, Connecticut Plan of Conservation and Development / Master Plan, including all requisite associated documents, presentations, plans and maps. Interested consultants/firms shall have extensive experience and knowledge in the fields of planning and zoning- including, but not limited to: land use, environmental and development trends, infrastructure improvements and maintenance, recreational facilities and programs and be able to take the Association through the process of developing and adoption of a Plan of Conservation and Development (POCD) / Master Plan. Black Point Beach Club Association is a private association with approximately six hundred households located on Niantic Bay in East Lyme CT. The Town is responsible for infrastructure such as education, police, roads, sewer, and water while the association oversees ocean front beaches, parking areas, a club house, tennis courts, a recreational field, and recreational and social programs. More can be found about the Association by viewing the Black Point Beach Club Association web page at [blackpointbeachclub.com](http://blackpointbeachclub.com)

### **2. OVERVIEW**

The work program and final scope of the project, including deliverables, is anticipated to be clarified once a consultant/firm is selected. It is anticipated that the final POCD / Master Plan will be a combined effort of the BPBCA Board of Governors (The Planning Commission) & Zoning Commission, Zoning staff, and the consultant. The project will

include at least the following components and all other tasks necessary to meet the statutory requirements:

- a) Public Participatory Process: In coordination with the BPBCA Board of Governors and Zoning Commission, and Zoning staff, the consultant/firm will create and manage a creative public engagement process, within the project time-frame and budget, which shall include innovative means and methods that lead to consensus among citizens of the Association relative to a long-term vision for the community.
- b) POCD / Master Plan Document: The consultant/firm will develop, refine, finalize and incorporate recommendations to the POCD's/ Master Plan's goals, objectives and strategies in the Plan. In particular, the Board of Governors and Zoning Commission seeks to include goals that examine planning issues with an emphasis on infrastructure improvements and maintenance, recreational facilities and programs. The consultant is expected to assist the Association in the visioning process, and goal creation, and to provide specific recommendations on how to achieve those goals. It is expected that the POCD / Master Plan will be the guiding document for implementation for the next ten years.
- c) Data and Assessment: Relevant data and maps including, but not limited to land use, infrastructure, recreational facilities, preservation, and other similar data. In addition, all necessary and pertinent documents and the current State of CT POCD and any relevant changes in state laws, policies and procedures will be reviewed and included where appropriate.
- d) Project Schedule and Management: It is anticipated that the project will commence immediately after consultant/firm selection and contract execution. The budget for the project will likely span the fiscal budget years (2021 / 2022). Being a community with a large summer population, it is expected the public participation occur in the summer months. It is expected that a final draft POCD / Master Plan will be prepared in time to be forwarded to the Board of Governors by November 1, 2021.

### 3. SUBMITTAL DOCUMENTATION / SELECTION PROCESS

The information required for this Request for Qualifications / Proposal must be identified as "STATEMENT OF QUALIFICATIONS FOR DEVELOPMENT OF THE PLAN OF CONSERVATION AND DEVELOPMENT / MASTER PLAN " and must be submitted with one (1) electronic copy, addressed to **Steven Beauchene – Black Point Beach Club Association at slbvm@sbcglobal.net**.

Interested consultants/firms shall submit a cover letter addressed to Steven Beauchene – Black Point Beach Club Association at [slbvmd@sbcglobal.net](mailto:slbvmd@sbcglobal.net). signed by an authorized principal or agent of the firm. The letter shall provide an overview of the proposal, as well as the name, title, phone and fax numbers, and email address of the person to whom questions concerning the request for proposals may be directed.

Late proposals will not be considered. All costs incurred in the preparation and presentation of the RFQ / RFP shall be wholly absorbed by the respondent. Any material submitted shall become property of the Black Point Beach Club Association and is available for review under the Freedom of Information Act.

The Association will accept RFQ / RFPs from all interested firms. After evaluation of all Qualifications, the Association will develop a short list of no more than four (4) firms that may be interviewed and further evaluated as provided herein.

The Association reserves the right to reject any or all Qualifications or Proposals submitted. The Association reserves the right to waive any informality or defect in any or all Qualifications or Proposals if such action is in the best interests of the Association. The selection of the successful firm will be based on several factors as described herein and to that end, the Association reserves the right to award this Contract, if at all, to a firm other than the lowest price if, in its sole discretion, it is in the Association's best interests to do so. It shall be understood that the award made by the Association shall be final and conclusive and without recourse or appeal by the remaining consultants/firms.

**A. The flowing information should be included in the STATEMENT OF QUALIFICATIONS.**

**1. History and Resumes**

The consultant/firm must include a brief history of the company including:

- Consultant/firm size and organization.
- Length of time the consultant/firm has been in business.
- Products and services offered.
- Resumes of key individuals that will be assigned to this project.
- The lead project manager must be identified. It is expected that the person who will lead the public participation process will also participate in the interview process.

**2. Executive summary - Key Issues, Experience, and Ability to Perform:**

This summary, limited to five (5) single spaced typewritten pages, should provide a

high level description of the Bidder's ability to meet the requirements of the RFQ/RFP and a statement describing why the Bidder believes itself to be the best qualified to provide the specified services.

Provide examples of previous work on similar projects to demonstrate the consultant's/firm's understanding and familiarity with projects of this type, including providing a list of POCD projects of comparable type for Connecticut communities which have been completed in the last five years.

### 3. **Project Approach**

Outline the approach to the project, including information on community outreach, consensus building and innovative approaches to community planning. Provide information on the consultant's/firm's planning philosophy and proposed approach to the development of Black Point Beach Club Association Plan of Conservation and Development / Master Plan.

### 4. **References**

At minimum, a list of at least 1 previous and/or current contracts which are similar to the Association's scope of services, including:

- a) Dates of contract duration.
- b) Services performed and fees for services.
- c) Name, address, telephone numbers of clients which may be contacted for verification of information submitted.
- d) Statement as to whether project was completed on time and within budget.

### **B. The following factors will be evaluated and weighted appropriately in the selection process.**

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| 1. The technical competence of the consultant/firm.   | 25% |
| 2. The consultant's/firm's proposal to work with, and engage the public.  | 25% |
| 3. The consultant's/firm's experience on similar projects.  | 20% |
| 4. The consultant's/firm's qualifications and experience of key personnel.  | 20% |
| 5. The expected quality and description of the deliverables the consultant can provide for an established budget. | 10% |

The Association may conduct interviews with up to four (4) consultants/firms it judges to be the most qualified to perform the required services based upon the criteria in this RFQ / RFP.

4. **POINT OF CONTACT**

Electronic questions and submittals shall be sent to Steven Beauchene – Black Point Beach Club Association at [slbvmd@sbcglobal.net](mailto:slbvmd@sbcglobal.net). Questions will be taken until March 1<sup>st</sup> and questions will be answered by March 7, 2021. Answers will be posted on the Black Point Beach Club Association web page at [blackpointbeachclub.com](http://blackpointbeachclub.com)

5. **BUDGET**

The final budget for this project will be defined after a final scope of work is determined with the selected consultants/firm. The proposal and scope of work shall reflect the number of meetings with the Board of Governors and Zoning Commission, public meetings, and a list of all deliverables. The successful consultant/firm will be expected to execute a standard contract for professional services as approved by the Board of Governors. **The consultant / firm shall supply the Association with an estimated range to complete the project.**

6. **GENERAL**

a. **Proposal Withdrawal**

No proposal can be withdrawn after it is filed unless the Bidder makes a request in writing to the BPBCA Board of Governors, prior to the time set for the opening of the proposals.

b. **Collusion Among Bidders**

Multiple proposals from an individual, firm, partnership, corporation or association under the same or different names are subject to rejection. Reasonable grounds for believing that a Bidder is interested in more than one proposal for the work contemplated may result in rejection of all bids in which the Bidder is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the Bidders. Participants in such collusion may not be considered in future solicitations for the same work. Each Bidder, by submitting a bid, certifies that it is not a party to any collusive action.

c. **Irregular Proposals**

Proposals may be rejected if they show omissions or irregularities of any kind. Proposals taking or noting exception to any element requested may be rejected in their entirety.

**d. Laws and Regulations**

It shall be understood and agreed that any and all articles and/or equipment furnished or contract awarded on this proposal shall comply fully with all applicable local, state, and federal government laws and regulations.

**e. Non-Conflict of Interest Statement**

It is unlawful for any officer, employee or agent of the Association to participate personally in his/her official capacity through decision, approval, disapproval, recommendation, advice or investigation in any contract or other matter in which he/she, his/her spouse, parent, minor child, brother or sister, has a financial interest, or to which any firm, corporation, association, or other organization in which he/she has a financial interest, or in which he/she is serving as an officer, director, trustee, partner, or employee, or agent. The successful Bidder agrees that during the term of the Contract and for twenty four (24) months following the exit conference, the successful Bidder, its employees, agents, and representatives, shall not, with or without compensation, on behalf of the successful Bidder, or another person, entity, or corporation, take any action in connection or receive any benefit with any specific matter, finding or recommendation associated in any way with this project, except with the express written consent of the Board of Governors.

**f. Non-Discrimination of Employment**

The Board of Governors actively subscribes to a policy of equal employment opportunity and will not discriminate against any employee or applicant because of race, sex, age, color, physical or mental handicap, marital status, sexual affiliation, religion, nation origin or political affiliation. Bidders shall not discriminate in any manner against any employee because of race, sex, age, color, physical or mental handicap, marital status, sexual affiliation, religion, national origin or political affiliation.

**g. Contingent upon Availability of Funds**

The Black Point Beach Club Association's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Black Point Beach Club Association for

any payment may arise until funds are made available and approved by the Association in the budget process for this contract and until a selected Bidder receives a Purchase Order as a notice of such availability.

**h. Insurance Requirements**

Based upon the outcome of this process, the final chosen Bidder shall procure and maintain insurance against claims for injuries or losses to persons or property that are alleged to have arisen in connection with activities of the Bidder and any agents, representatives, subcontractors or employees. Insurance companies must be licensed by the State of Connecticut or otherwise acceptable to the Black Point Beach Club Association. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the Bidder. Full disclosure of any nonstandard exclusion is required for all required coverage.

It is further agreed that the Bidders shall provide the Black Point Beach Club Association with a thirty (30) day notice of cancellation.

**Commercial General Liability (Black Point Beach Club Association**

**added as additional insured):**

Each Occurrence:	\$1,000,000
Personal/Advertising Injury Per occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Fire Damage Legal Liability	\$ 100,000

**Automobile Liability (Black Point Beach Club Association added as additional insured):**

Each Accident:	\$1,000,000
	\$1,000,000

**Workers' Compensation/Employers  
Liability**

Workers' Compensation

Statutory Requirement set forth by State of CT

Employers Liability

Each Accident	\$100,000
	\$500,000
	\$100,000

**Umbrella/Excess Liability (following form of general liability, auto liability and employer liability):**

Each Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Product/Completed Operations Aggregate:	\$2,000,000

**Professional Liability**

Each Claim:	\$1,000,000
Annual Aggregate	\$1,000,000

**Indemnification and Hold Harmless**

Bidders shall fully indemnify, defend and hold harmless the Black Point Beach Club Association and all of its respective officers, Board members, elected officials, employees, agents, servants and volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind, including loss of person identifiable information, occurring during the term of the agreement and alleged to have been caused in whole or in part by Bidders, and even if caused by the negligence of the Black Point Beach Club Association, their officers, Board members, elected officials, employees, agents, servants and volunteers. Bidders shall require of subcontractors, by appropriate written agreements, the same requirements in favor of the Black Point Beach Club Association.

**Waiver of Subrogation Requirement**

Bidders will require all insurance policies in any way related to the work and secured and maintained by the Bidders to include clauses stating each carrier will waive all rights of recovery, under subrogation and otherwise, against the Association, and its respective officers, elected officials, employees, agents, servants and volunteers. Bidders shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of the Black Point Beach Club Association.