

UNIVERSITY OF CONNECTICUT
REQUEST FOR OFFERS
TO GROUND LEASE, DEVELOP AND OPERATE
A HOTEL AT UCONN AVERY POINT, CONNECTICUT

Responses due by 4:00 p.m. on Thursday, October 31, 2024

1.0 Overview

By issuing this Request for Offers, the University of Connecticut (“University”) is seeking proposals (“Responses”) from qualified hotel developers and operators (“Respondents”) to design, build, finance, own and operate a new ground-up hotel on the University’s Avery Point campus in Groton, CT. The University desires to ground lease existing land for the hotel development, and post-development, to enter into an operating cooperative arrangement in exchange for annual rent on a ground lease.

This Request for Offers outlines the University’s criteria and minimum standards for the development and operation of a new hotel. Responses should include proposed ground lease terms and conditions, concept design, management and operating plan, and a projected 10-year operating proforma for the hotel. Respondents may submit more than one Response however each Response must be submitted separately.

Objective

The University’s objective is to have a hotel constructed on University-owned property to complement and coordinate with events being held at the Branford House and to support other educational uses and events on other parts of the campus. To keep the development cost of a new hotel to a minimum, the University intends to ground lease the land to a hotel developer/owner/operator for an extended period of time and anticipates receiving an annual fee in return.

2.0 Background

2.1 Introduction to UConn Avery Point

UConn Avery Point is an 82-acre historic waterfront campus in Groton, CT. Located on Long Island Sound at the mouth of the Thames River, UConn Avery Point challenges students with specialized programs that take advantage of its waterfront location and delivers an outstanding education in more traditional areas of study. UConn Avery Point offers all the benefits of a prestigious public research university in a small college setting. Students benefit from small classes, explore unique minors, and enjoy distinctly modern facilities like the Lowell P. Weicker Jr. Building, home to state-of-the-art marine sciences laboratories, outreach programs, and education.

The University currently enrolls over 450 undergraduate students at Avery Point and is actively pursuing facility and housing development on campus to increase enrollment. Branford House, a historic 1903 mansion constructed on the point of the waterfront, conducts an average of 100 non-University events per year, each attracting about 150 visitors. Additionally, UConn Avery Point hosts

approximately 30 more events (e.g. conferences, academic lectures, community events) at various locations around campus.

2.2 Hotel Location and Sites

The University has identified two potential parcels (“University Property”) for the development of a new ground-up hotel as follows:

Parcel A is an approximately 2.7 acre irregularly shaped parcel located on the north side of Shennecossett Road in Groton, CT and east of Parcel B. It is accessed directly from Shennecossett Road on the south side of the parcel and is bound by wetlands on the other three sides.

Parcel B is an approximately 3.5 acre irregularly shaped parcel located on the north side of Shennecossett Road in Groton, CT and west of Parcel A. It is accessed by an existing dirt road and is bound on three sides by wetlands and non-University residential property on the fourth side.

A map showing Parcels A and B and the wetlands in the vicinity of these parcels is provided in Exhibit A.

2.3 Request for Offers Contact

This Request for Offers is being issued by the University’s Planning, Design and Construction (UPDC) office. Respondents wishing to be informed when answers to questions, supplemental information, or amendments are posted should so notify the University by sending an email to Robert Corbett, Interim Associate Vice President of UPDC, at RealEstate@uconn.edu. Please include “Hotel Request for Offers” in the subject line.

3.0 **Hotel Response Criteria**

3.1 Design Standards

The University will have the right to establish minimum design, construction and operating standards for the hotel through the ground lease. These standards are in lieu of local zoning requirements, and no local zoning authority will govern the project. The project will need to follow the Connecticut Environmental Policy Act (CEPA) requirements, which likely will require an Environmental Impact Assessment, and normally takes six to nine months to complete the process (and can be done in parallel with design).

The specific standards that will be required for the project will depend on the attributes of the proposal selected by the University. Responses should include concept plans and development cost estimates in sufficient detail to convey the proposed type, brand, quality and improvements to the property.

All Responses are expected to meet or exceed the following minimum standards:

- The development of the hotel should result in no less than 50 guestrooms.
- The hotel type can be either a boutique-style, full service or limited service.

- The hotel may have a conference or convention center at the Respondent’s discretion.
- All improvements must be constructed with materials with sufficient durability to have a lifespan for at least 40 years.
- Parking must be provided at a rate of one parking space per guestroom and one parking space per 500 square feet of convention or conference space.
- The University is committed to sustainable design practices. New facilities constructed on university property must meet a minimum of a LEED Silver design requirement.

3.2 Ground Lease

The ground lease will include the site area A or B for the location chosen by the Respondent. Respondents are requested to propose the terms and conditions, duration, rent and other considerations expected for the ground lease in their Response. The ground lease duration shall be no greater than 98 years, with preference given to shorter terms. At the end of the ground lease term, ownership of the hotel and all related improvements to the land and building will revert to the University.

No assignment or transfer of the ground lease by the Respondent will be permitted during the first five years of the hotel’s operation. The University will retain refusal rights regarding any proposed transfer or assignment of the ground lease thereafter.

3.3 Purchase Contract Option

In lieu of or in addition to submitting a ground lease proposal, the Respondent may submit an offer to purchase outright the existing hotel building and site area. Respondents are requested to propose terms and conditions and financial considerations expected for the purchase contract in their Response. Any sale of the property will include a restrictive covenant on the land records restricting the future use to only a hotel and/or convention center. A purchase of the property would require the land to be rezoned by the City of Groton, which would be at their discretion.

4.0 **Development Considerations**

4.1 Private Project

The University will not provide any financial support for the hotel project and all costs and financing for the development are to be provided by the Respondent. The hotel will be privately operated and privately maintained. The University will not direct or control the design or construction of the hotel, nor will the University operate or control the operations of the hotel.

The University, together with its faculty, staff and visitors, may utilize the hotel’s accommodations, services and amenities in the same manner as other paying members of the public. The University is interested in discussing the potential of future cooperative and mutually beneficial agreements, but is not able to pre-commit to any such use. The developer and operator will have and retain all financial risks for the development and operation of the hotel.

4.2 Permitting

Respondents will be responsible for securing all permits for the work, including the general building permits and any approvals required for the improvements described in its Response. Demolition permits, if necessary, are issued by the local municipality. If a development on University property meets the threshold requirements set forth in Connecticut General Statutes §29-276b, the Office of State Building Inspectors has jurisdiction for the issuing of construction and occupancy permits on the development. Otherwise, the authority having jurisdiction on University property is the UConn Office of University Safety and the UConn Fire Marshal's Office in Storrs CT.

4.3 Design Approvals

The University will retain approval rights at various stages of the design development (*i.e.*, concept design, schematic design, and design development) over the building and site improvement aesthetics and appearance, floor plans, materials and details to assure adherence to University's standards in the ground lease.

The actual construction of the project will be the sole responsibility of the Respondent. The Respondent will not be deemed to be acting as a representative or agent of the University at any point or in any respect during the construction of the project. The University will not assume any right or responsibility to direct or control any aspect of the construction activities taking place on the project.

4.4 Public Safety

If the property is ground leased, public safety monitoring of the exterior of the premises will be under the jurisdiction of the University, but fire response services will be from the City of Groton. Regardless of whether the property is leased or purchased, the Respondent will be solely responsible for all security, liability and safety protocols for the site and the hotel building.

5.0 Response Requirements

In order for the University to assess the Responses, Respondents shall meet each of the "Response Requirements" described below with regard to the hotel. If Responses do not meet the Response Requirements or have inadequate or unclear documentation such that the University cannot assess the Response Requirements, the University may in its sole discretion determine not to consider such Response.

5.1 Improvement Plan

Responses must contain a sufficient level of design and documentation, including a space and amenity program, site plan, conceptual elevations, schematic floor plans and typical guestroom layouts, to convey the physical attributes of the hotel, convention or conference center (if applicable), amenities and related improvements.

5.2 Financial Capacity and Experience

Responses must contain sufficient evidence that shows a financial capacity and capability to execute the hotel development and operation as described in the Respondent's Response. The Responses must demonstrate experience and qualifications to execute the improvements. The determination of the sufficiency of such evidence will be at the sole discretion of the University.

5.3 Financial Structure

Responses shall include sufficient details, information and commitments concerning the financing sources necessary to support implementation of the improvements of the hotel and site improvements, including but not limited to, identification of a bona fide third-party lender or evidence of sufficient assets to self-finance the hotel improvements.

For offers to purchase the land, Responses shall additionally provide sufficient details, information and commitments concerning the financing sources necessary to fund the proposed purchase price in the Response.

5.4 Development Budget

Responses shall include a development budget, including the costs of the building and site improvements, FF&E, design fees, soft costs, contingency, financing, carrying costs, preopening expenses, and all other costs and expenses required to implement the hotel development.

5.5 Operating Statement

Responses shall include a projected operating revenue and expense statement for a time span of not less than 10 years for the hotel.

5.6 Ground Lease

Responses shall propose the ground lease terms and conditions for the property, including but not limited to the lease length and annual fee.

5.7 Hotel Operation

Responses shall indicate whether the Respondent will operate the hotel or whether it will be managed by a third-party hotel operator and provide information and documentation concerning the Respondent or third-party hotel operator. Responses shall indicate and provide documentation on whether the hotel will be under a franchise agreement, national hotel chain flag or similar, or operated independently.

The Respondent should outline any terms and processes concerning a potential cooperative operating agreement with the Avery Point campus, including any plans to cooperate with the Branford House and other events on campus. The Respondent should outline any expectations or obligations required of the University prior to development of the hotel, if any, in its Response.

5.8 Schedule

Responses must provide a milestone schedule showing the proposed duration for major activities, completion and occupancy dates, approvals and permitting, design phases, expected review and approval times by the University, and general construction sequences and activities.

5.9 Option to Purchase

Respondents must propose terms and conditions for a University right of first refusal to purchase the improved hotel on bona fide offers received from third parties.

6.0 Qualification and Evaluation Criteria

The University will use both qualitative and quantitative criteria to evaluate the Responses. Amongst the criteria, the University will consider the following:

- a) Respondent's experience in executing hotel developments similar to its Response,
- b) Proposed financing structure and financial capacity to execute its Response,
- c) Appropriateness and desirability of the proposed hotel improvements and program,
- d) Expected obligations of the University (both monetary and non-monetary), if any, and expected revenue or other benefits to the University from the ground lease, purchase contract or other means,
- e) Proposed improvement schedule and timeline,
- f) Appropriateness of the building design to the neighborhood and/or campus and its aesthetics,
- g) Experience managing hotel operations,
- h) Experience working with Universities and colleges on hotel projects, and
- i) The extent to which economic development is promoted and the Response complements the University's on-going educational mission.

The University will review the Responses and determine which Respondents demonstrate, at the sole discretion of the University, compliance with the requirements in this Request for Offers and will establish a shortlist from such Respondents. The University may request more detailed information or clarifications from the Respondents, if necessary. The University may then choose to enter negotiations with one or more Respondents.

7.0 Delivery of Responses

7.1 To be considered responsive, written responses must be submitted in **hard copy**, by delivery of three (3) copies to:

University of Connecticut
Office of University Planning, Design and Construction (UPDC)
31 LeDoyt Road
Storrs, Connecticut 06269-2048
Attention: Robert Corbett

Responses may also be electronically sent via email to RealEstate@UConn.edu prior to any deadlines stated herein.

7.2 Responses that are received by 4:00 pm local time on **Thursday, October 31, 2024** will receive preference in review, but Respondents may submit Responses to this Request for Offers at any time before that and the University reserves the right, but does not have an obligation, to consider Responses submitted after that. This Request for Offer shall be considered "open" until the University removes the solicitation from the UPDC website, and thereafter, it will not accept any submissions.

7.3 All questions and clarification requests must be directed, in writing, to RealEstate@uconn.edu with attention to Robert Corbett, Interim Associate Vice President of UPDC. Please do not phone the Office of University Planning, Design and Construction or other offices of the University. Questions must be submitted in writing via email **no later than 4:00 p.m. local time on Tuesday, October 15, 2024**. The University will endeavor to post Answers to relevant questions by the end of the day on Friday, October 18, 2024. Answers to relevant questions, without attribution, will be posted on the following University Connecticut website: updc.uconn.edu. Supplemental information or amendments to this Request for Offers, if necessary, will also be posted on this website as well, so Respondents are advised to check the site frequently. Respondents may not rely on oral communications or other information disseminated outside the official communication process specified herein.

8.0 Legal Provisions

8.1 The University reserves the right to unilaterally and without cause accept or reject any or all Responses, and to withdraw this Request for Offers at any time before or after the submittal period has closed. The University may at any time in the process of evaluating Responses seek written clarification and supporting information for a Response. Further, the University reserves the right, in its sole and absolute discretion, in order to obtain facilities and terms in the best interests of the University, (i) to discuss a submission or enter into negotiations with any Respondent without notice to other Respondents; (ii) to enter into discussions or negotiations with respect to the subject matter herein with parties not responding to this Request for Offers without notice to the Respondents; (iii) to discuss, negotiate and enter into agreements relating to the subject matter of this Request for Offers with more than one Respondent or any other party (iv) to suspend or discontinue any such discussions or negotiations at any time; (v) to extend, reopen, modify, cancel and/or reissue this Request for Offers; and (vi) to use the Responses as a basis for negotiation and to negotiate with one or more Respondents on terms other than set forth in this Request for Offers.

8.2 The University may have previously posted information on University websites or had other conversations with Respondents about the possibility of a hotel on the Avery Point campus or in the area. Respondents shall not use any previously issued materials, information or RFEI's previously published by the University or rely on any other conversations in preparing their Responses and shall only use information specifically provided with this Request for Offers.

8.3 All Responses are to be the sole property of the University and response documents will not be returned to the submitting Respondent. Each Respondent, and not the University, shall be responsible for all of its costs associated with its participation in this process, including, but not limited to, costs incurred in the preparation of its Response and submittals, investigation and other due diligence activities, travel, and its participation in any discussions or meetings or negotiations. The University shall in no way be liable for any cost or expense incurred by any Respondent in preparing a Response.

8.4 The Respondent waives any right it may have to bring any claim, whether in damages or equity, against the University, its agents and employees, with respect to any matter arising out of any process associated with this Request for Offers.

8.5 Upon receipt by the University, all Responses are considered a public record or file, subject to the Freedom of Information Act ("FOIA"), and to public disclosure unless otherwise protected. The University may withhold from disclosure the Responses until the completion of the procurement process, pursuant

to §1-210(b) (24) of the Connecticut General Statutes, which provides that nothing in the Freedom of Information Act shall be construed to require the disclosure of:

“Responses to any request for Proposals or bid solicitation issued by a public agency or any record or file made by a public agency in connection with the contract award process, until such contract is executed or negotiations for the award of such contract have ended, whichever occurs earlier, provided the chief executive officer of such public agency certifies that the public interest in the disclosure of such responses, record or file is outweighed by the public interest in the confidentiality of such responses, record or file.”

The Respondent is responsible for identifying any and all information it considers a trade secret, commercial or financial information submitted in confidence or otherwise exempt and not subject to release by statute, unless such earlier claims were already adjudicated by the Freedom of Information Commission.

8.6 No member of a Respondent’s team may communicate with members of another Respondent’s team to give, receive, or exchange information, or to communicate inducements, that constitute anti-competitive conduct in connection with this Request for Offers process. Should the Respondent team include subcontractors or team members that are common to another Respondent team(s), the Respondents and common subcontractors or team members must ensure that communications between the parties do not violate this provision.

8.7 Responses made to the University shall constitute acceptance of all of the terms and conditions set forth in this Request by the Respondent.

8.8 Respondents are hereby noticed that at the conclusion of the selection process and successful negotiation, the selected Respondent will be required to enter into a written agreement with the University. No agreement shall be binding and effective upon the University until such time as such agreement is approved by the University’s Board of Trustees and the Attorney General’s Office. At the time such agreement is executed, respondents shall be required, if applicable, to sign certain affidavits and/or certificates, including but not limited to the following affidavits:

1. Certificate of Authority
2. OPM Ethics Forms 1, 5, 6 and 7
3. Nondiscrimination Certification

Copies of the affidavits and certificates can be obtained at the following link:

<http://www.attorneygeneral.uconn.edu/contracts.html>

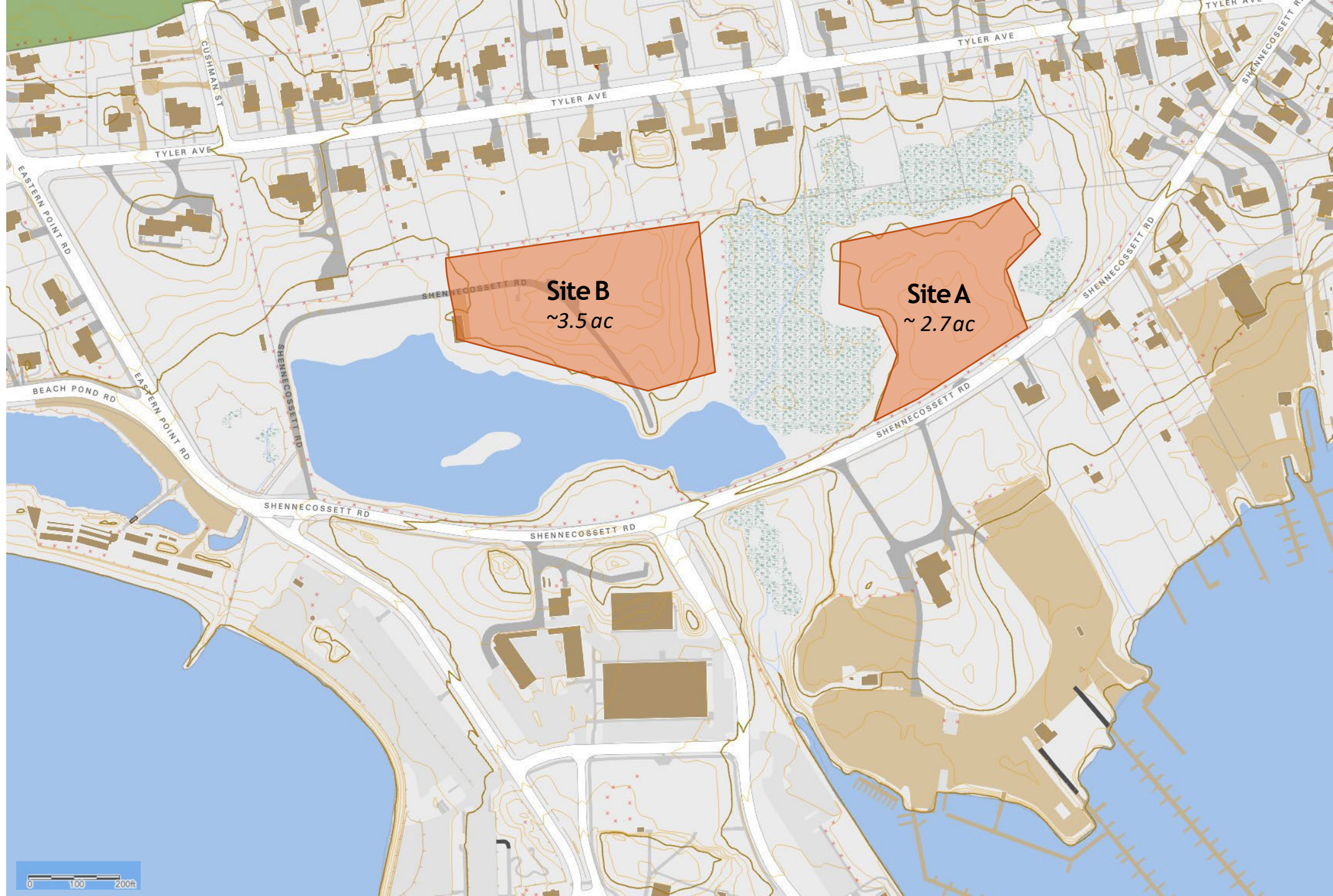
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Hotel Locations

University of Connecticut
Avery Point Campus
Groton, CT

Map Source:
Town of Groton GIS

DRAFT
September 2024



Hotel Locations

University of Connecticut
Avery Point Campus
Groton, CT

Map Source:
Town of Groton GIS

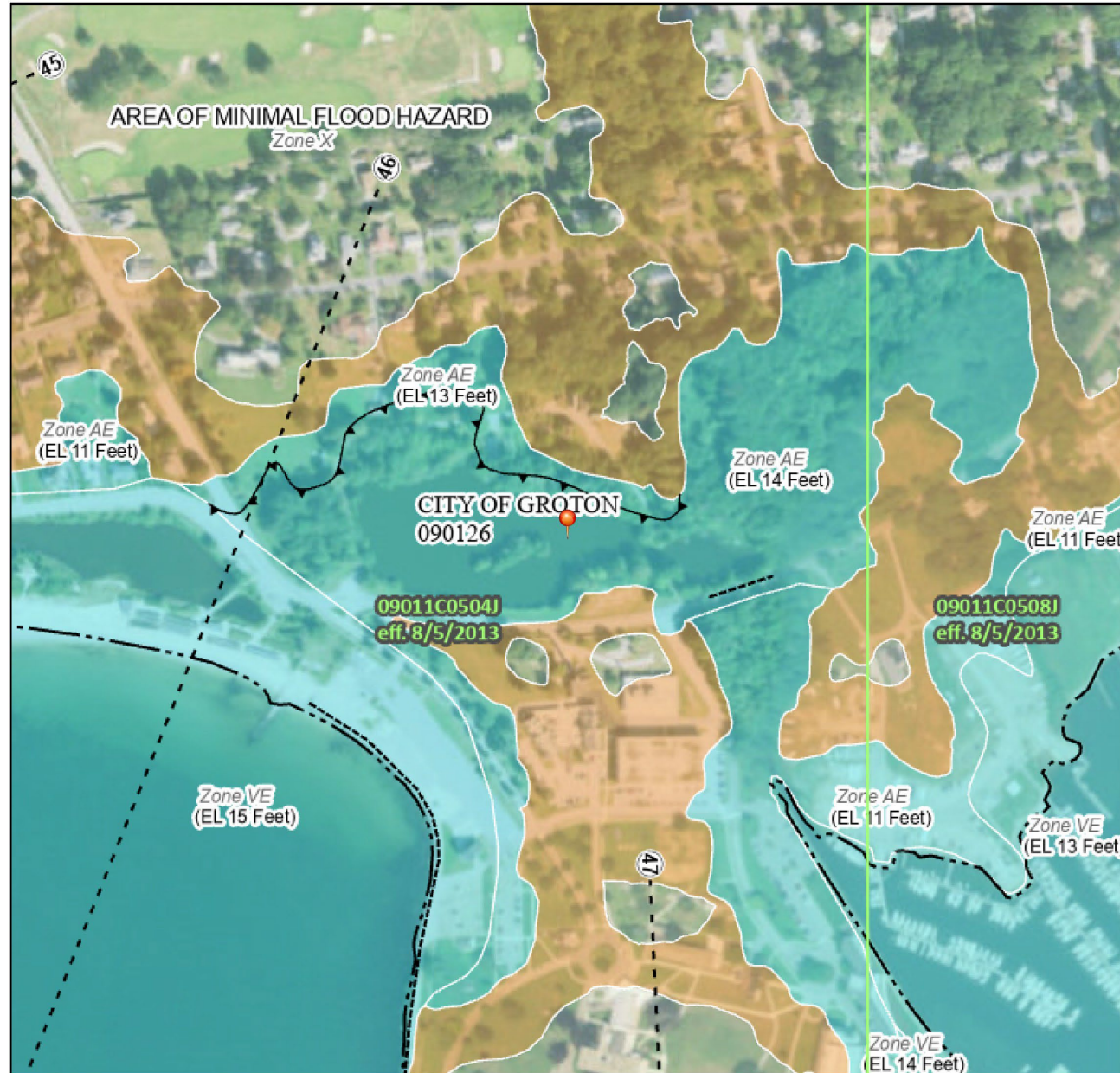
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September 2024



National Flood Hazard Layer FIRMMette



72°4'14"W 41°19'28"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) <i>Zone A, V, A99</i>
		With BFE or Depth <i>Zone AE, AO, AH, VE, AR</i>
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i>
		Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i>
		Area with Reduced Flood Risk due to Levee. See Notes. <i>Zone X</i>
		Area with Flood Risk due to Levee <i>Zone D</i>
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard <i>Zone X</i>
		Effective LOMRs
		Area of Undetermined Flood Hazard <i>Zone D</i>
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
OTHER FEATURES		Profile Baseline
		Hydrographic Feature
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped
		The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/30/2024 at 3:01 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.