I. Intent

The Town of Granby requests proposals from qualified, licensed real estate brokers to assist with the sale or lease of a Town-owned property, located at 5 Canton Road in Granby, Connecticut. It is the intent of this Request for Proposals to have the successful broker enter into a professional services contract with the Town to provide real estate services as outlined herein.

The Town is seeking brokers with experience in marketing, leasing, and selling properties for owners with diverse portfolios of properties to best position selected properties. The broker should have some familiarity with local land use zoning regulations available online on the Town of Granby website.

II. Description of Services Needed

The selected broker will be responsible for assisting the Town with commercial brokerage services, representing the Town’s interest in marketing and negotiating the lease or sale for 5 Canton Road, vetting tenants and/or sub-tenants, and potentially providing other commercial real estate services as requested.

The successful respondent shall agree to contract with the Town to provide the following:

- Advice regarding building and property valuation, including suitability for leasing;
- Conduct comparative market analysis to recommend sale or rental price and justify offers and counteroffers;
- Strategic planning for property leasing and/or sale, including print, social media and other marketing programming;
- Manage all communications with interested parties; and
- Progress updates and timely telephone and email contact with assigned staff.

In addition, the successful respondent may also be required to:

- Make presentations at public meetings;
- Consult with Town Attorney, if needed;
- Handle all other customary activities and services associated with real estate transactions; and
- Deliverables may include valuation, marketing and strategic planning reports as specified in each task order that may be issued during the term of the agreement.
III. Schedule of Work

Following review and approval by the Board of Selectmen, the Town is prepared to enter into a listing agreement with the selected firm based on the rates set out in the proposal. The Town desires to list the property no later than one month after execution of the listing agreement.

IV. Proposal Content

The proposal should include the following:
  a. Description of the firm including size, location, number and nature of professional staff to be assigned to the Town. Identify the person to oversee the project (the Town’s primary contact).
  b. Staff experience and training, including a brief resume for each key person listed. Describe experience (minimum five years previous experience with proven effectiveness) your firm or organization has in pertinent real estate experience.
  c. Experience in assisting similar entities, including any and all services for government agencies. List of at least three (3) references where and when your firm provided similar services. Please provide names and telephone numbers of contact persons for each reference.
  d. The Town is interested in a real estate transaction process that is as publicly accessible as possible. Please propose a process and anticipated timeline that includes a discussion of how you intend to market the property, inform and update Town staff and how your proposed process addresses potential issues, conflicts of interest or challenges the Town may anticipate in leasing and/or selling the property.
  e. Additional services offered through your firm, if any, that may be relevant to the sale or lease of the property.
  f. The proposed term and fee schedule, including your commission rate and any other costs for leasing or selling the property and how the rate varies in the event there is another broker involved in the transaction.
  g. Identify what the respondent will expect the Town to supply.
  h. Any information to allow the Town to apply the Proposal Evaluation Criteria below.

V. Evaluation

Proposal Evaluation Criteria shall include:
  a. Commission Structure: Competitiveness of pricing proposal (40 points)
  b. Experience and Qualifications: Demonstrated prior experience with transactions of similar scope and complexity and the effectiveness of your proposed real estate transaction process in a municipal context (40 points)
  c. Key Personnel and Resources: Demonstrated competence and experience of firm’s personnel responsible for performing work and providing services (20 points)

The Town will evaluate and consider all responsive proposals received. It should be noted that the contract resulting from this RFP will be awarded to the respondent whose proposal is determined to be in the best interest of the Town. Therefore, the proposal offering the lowest cost may not necessarily be the proposal that is selected for award.
VI. Process

All firms or individuals wishing to be considered for this appointment shall submit three (3) written responses based on the requirements set forth in this RFP document. The RFP document is available on the Town’s website at www.granby-ct.gov under Public Documents/RFQ and RFP’s (hereafter referred to as the Town’s website). Proposals will be received until 4:00 PM September 1, 2020 in the Town Manager’s Office, 15 North Granby Road, Granby CT 06035. All proposals must be clearly marked on the outside of the envelope with: Real Estate Broker Services RFP. An electronic submission must also be provided, either on a flash drive and sent with the written responses or sent via email to Abigail Kenyon, Director of Community Development, akenyon@granby-ct.gov. This must also be received by 12:00 PM September 1, 2020.

Any addenda will be posted on the Town’s website at least two business days prior to the response deadline. All respondents are responsible for checking the Town’s website for the presence and content of all addenda.

Proposals received by the Town will be reviewed for completeness and clarity. They will be evaluated in accordance with the Proposal Evaluation Criteria above and the firm(s) to be interviewed, if any, will be determined. The Town may also wish to conduct a second interview prior to making a final award. A decision on an award is anticipated within a month of receipt of the RFP’s.

VII. General Requirements

Reservation of Rights
The Town reserves the right to waive informalities or to reject any or all proposals when such action is deemed to be in the best interests of the Town. The Town reserves the right to delete such items as it deems necessary from these proposals. Respondents are directed to be certain that they understand the terms and conditions as specified in this RFP. All exceptions of the respondent to the terms and specifications of this RFP shall be made in writing and submitted in full with the proposal. For all other terms and specifications, submission of a proposal constitutes acceptance by the respondent. It will be expected that all remaining terms and conditions expressed herein are acceptable and shall govern any resulting contract. The Town reserves the sole right to reject proposals that contain exceptions which are unacceptable. In order to provide the requested services to the Town, the respondent must be able to demonstrate the expertise and flexibility necessary to successfully complete this work. Services shall only be provided after written authorization is received from the Town. The Town reserves the right to utilize some, all or none of the various services identified in this RFP. All services performed shall be completed to the satisfaction of the Town Manager. The Town reserves the right to terminate any agreement upon ten (10) calendar days’ written notice of failure by the respondent to provide service to the satisfaction of the Town Manager. The Town shall not be responsible for any expenses incurred in preparing and submitting a response to this Request for Proposals. The Town further reserves the right to request information from individual respondents and to negotiate fees and/or other terms and conditions.
Nondiscrimination
The firm shall agree and warrant that it will not discriminate of permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental health disorder, mental disability, physical disability, or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of Granby.

Insurance Requirements
The awarded Respondent shall be responsible for maintaining insurance coverage in force for the duration of the contract of the kinds and amounts listed below, with an insurance company with an AM Best Rating of A-,VIII or better, licensed to write such insurance in the State of Connecticut and acceptable to the Town of Granby.

The insurer shall provide the Town of Granby with Certificates of Insurance, on a form acceptable to the Town, signed by an authorized representative of the insurance company prior to the commencement of performance of this contract describing the coverage and providing that the insurer shall give the Town of Granby written notice of at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the Respondent’s responsibility under this contract.

The Respondent, at the Respondent’s own cost and expense, shall procure and maintain all insurances required and shall include the Town of Granby as an Additional Insured on all such insurance, except Workers’ Compensation coverage. The Certificate of Insurance shall evidence all required insurances, including Additional Insured and Waivers of Subrogation. The Respondent shall also provide its policy endorsement indicating the Town of Granby as an additional insured.

1. Workers' Compensation Insurance. The awarded Respondent shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of Five Hundred Thousand Dollars ($500,000.00) coverage for each accident, Five Hundred Thousand Dollars ($500,000.00) coverage for each employee by disease, Five Hundred Thousand ($500,000.00) policy limit coverage for disease.

2. Commercial General Liability. With respect to all operations which awarded respondent performs, it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars ($1,000,000.00) coverage per occurrence for each site or project for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. Each annual aggregate limit shall not be less than Three Million Dollars ($3,000,000.00). The limit may be provided through a combination of primary and umbrella/excess liability policies acceptable to The Town of Granby. Blanket Contractual Liability for liability assumed under this Agreement.
3. **Automobile Liability.** With respect to each owned, non-owned, or hired vehicles, the awarded Respondent shall carry Automobile Liability insurance providing One Million Dollars ($1,000,000.00).

4. **Excess Liability Coverage.** With respect to the coverage provided by the awarded Respondent for this Project, excess liability insurance will be provided in an amount not less than One Million Dollars ($1,000,000.00) per occurrence and annual aggregate basis.

5. **Professional Liability.** One Million Dollars ($1,000,000.00) coverage per occurrence for each site or project for all damages arising out of bodily injury, personal injury, and property damage.

6. **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the Town of Granby. All deductibles or self-insured retentions are the sole responsibility of the awarded Respondent to pay and/or to indemnify.

7. **Errors and Omissions Insurance.** The awarded Respondent shall provide and maintain Errors and Omissions Insurance with minimum limits of $2,000,000 per occurrence/annual aggregate. The policy shall not have a deductible greater than $50,000.00.

The Town of Granby shall be named as “Additional Insured.” Coverage is to be provided on a primary, noncontributory basis. Waiver of subrogation in favor of the Town of Granby is required on all applicable policies, including workers’ compensation. 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 the 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.

**Defense, Hold Harmless and Indemnification**

The successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the “Town Indemnified Parties”), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses and expenses, including attorney’s fees, arising out of or relating, directly or indirectly, to the successful proposer’s malfeasance, misconduct, negligence or failure to meet its obligations under the RFP or the Contract. The successful proposer’s obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful proposer’s insurance. Nothing in this section shall obligate the successful proposer to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town Indemnified Parties. In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful proposer, or anyone directly or indirectly employed or contracted with by the successful proposer, or anyone for whose acts or omissions the successful proposer is or may be liable, the successful proposer’s obligations under this section shall not be limited by any limitation on the amount and type of damages, compensation or benefits payable by the successful proposer under workers’ compensation acts, disability benefit acts, or other employee benefits acts. The successful proposer shall also be required to pay any and all

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attorney’s fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer’s obligations under this section, which obligations shall survive the termination or expiration of this RFP and the Contract. As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful proposer.

These insurance requirements are not meant to be construed as a limitation of liability. The parties agree that the amounts of insurance under this Agreement do not, in any way, limit the Respondent’s liability to the Town of Granby by virtue of this promise to indemnify and hold the Town of Granby harmless so that in the event of any settlement of a claim or a judgment in an amount in excess of the amount of insurance coverage carried by the awarded Respondent, the Respondent shall be liable to the Town of Granby for the difference, plus all fees and expenses incurred in collecting same, all at the Respondent’s sole cost.

**Freedom of Information**

All proposals and any related submittals to the Town are subject to the requirements of the State of Connecticut Freedom of Information Act, regardless of whether they are marked as confidential, proprietary, or in any other manner. By the act of submitting a bid, bidders agree that they will be subject to Connecticut General Statutes Section §1-200 et seq.

**Award**

The Town intends, but is not required, to make one or more awards as a result of this RFP.

**Work Product Ownership**

All responses and submittals received as a result of this Request for Proposals shall become the property of the Town upon receipt. All work products provided to the Town following award shall also be the sole property of the Town upon receipt.

**VIII. Questions**

All questions regarding this Request for Proposals shall be submitted via email only to Abigail Kenyon, Director of Community Development, akenyon@granby-ct.gov. All questions shall be presented at least five (5) business days prior to the submission deadline to allow for the preparation and distribution of addenda. Responses will be posted on the Town’s website.

THE TOWN OF GRANBY IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER.

WBE/MBE/SBE & SECTION 3 DESIGNATED BUSINESSES ARE ENCOURAGED TO APPLY.

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