

**TOWN OF ENFIELD, CONNECTICUT
DEPARTMENT OF DEVELOPMENT SERVICES**

REQUEST FOR QUALIFICATIONS/ REQUEST FOR PROPOSALS

REAL ESTATE AGENCY SERVICES

March 25, 2019

Sealed responses to the services named above will be received at the Office of the Director of Finance until 11:00am, Monday, April 15, 2019. Thereafter, the names of those submitting qualifications and proposals will be read aloud.

Specifications and RFQ/RFP documents will be available from the Deputy Director of Economic & Community Development, Nelson Tereso, Enfield Town Hall, 820 Enfield Street, Enfield, CT 06082, telephone number (860) 253-6391 or the Town's website, www.enfield-ct.gov.

The Town of Enfield reserves the right to accept or reject any, all, or any part of responses, to waive formalities or informalities, and to make awards that are deemed to be in the best interests of the Town.

John A. Wilcox
Director of Finance
EOE/AA

TOWN OF ENFIELD, CONNECTICUT
REQUEST FOR QUALIFICATIONS/ REQUEST FOR PROPOSALS
STANDARD INSTRUCTIONS
REAL ESTATE AGENCY SERVICES

1. INTRODUCTION

The Town of Enfield Development Services Department is seeking interested and qualified Connecticut licensed professional real estate agencies for Real Estate Agency Services. These services may include duties typically associated with the sale of property: determining sale price, listing, marketing, and showing properties, negotiating and implementing sale of property.

2. KEY EVENT DATES

Advertisement of RFQ&P	Monday, March 25, 2019
Public Opening of Responses	Monday, April 15, 2019
Contract Awarded (Not Definite)	Monday, April 29, 2019

3. OBTAINING RFQ/RFP DOCUMENTS

Specifications and RFQ/RFP documents may be obtained from the Deputy Director of Economic & Community Development, Nelson Tereso, Enfield Town Hall, 820 Enfield Street, Enfield, CT 06082, telephone number (860) 253-6391 or the Town's website, www.enfield-ct.gov.

4. RFQ/RFP RESPONSE SUBMISSION INSTRUCTIONS

One (1) original and two (2) copies of all responses must be submitted in a sealed envelope clearly marked "REAL ESTATE AGENCY SERVICES". If forwarded by mail or courier, the sealed envelope must be addressed to "Director of Finance, Town of Enfield, 820 Enfield Street, Enfield Connecticut 06082". Responses must be at the office of the Director of Finance by the time of the Public Opening of Responses date noticed in in Section 2 titled Key Event Dates. Postmarks are NOT an acceptable waiver of this policy. Corrections and/or modifications received after the first response is publicly opened will NOT be accepted.

- A. Proposal responses are limited to a MAXIMUM OF THREE (3) PAGES, excluding the Response Form on page 8 of this RFQ/RFP document.
- B. Ditto marks or words such as "SAME" on the Response Form are NOT considered writing and must not be used.
- C. All information must be submitted in ink or typewritten. Mistakes may be crossed out and corrections inserted. Corrections must be initialed by the person signing the response.
- D. Responses are considered valid for ninety (90) days after response(s) are opened. Agencies submitting responses may not withdraw, cancel or modify their response for a period of ninety (90) days after response(s) are opened.
- E. Responses must be signed by an authorized person representing the legal entity of the agency submitting the response.
- F. The inability to meet any specified requirement(s) must be stated in writing and attached to the Response Form, or written on the Response Form.

5. PRESUMPTION OF AGENCY BEING FULLY INFORMED

At the time the first response is opened, each Agency is presumed to have read and be thoroughly familiar with all RFQ/RFP and contract documents herein. Failure or omission of the Agency to receive or examine any information shall in no way relieve any Agency from obligations with respect to their response.

6. MODIFICATIONS AND ADDENDA

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFQ/RFP if the Town determines it is in the Town's best interest. Any such action shall be effected by a posting on the Town's website, <http://www.enfield-ct.gov>. Each agency is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFQ&P as modified by the addenda.

7. INTERPRETATION OF ACCEPTABLE WORK

The specifications, proposal and contract documents are to be interpreted as meaning those acceptable to the Town of Enfield. Any substantive changes or interpretations will be issued by the Town in writing as an addendum.

8. TAX EXEMPTIONS

The Town of Enfield is exempt from Federal Excise taxes and Connecticut Sales and Use taxes. Firms shall avail themselves of these exemptions.

9. INSURANCE

The firm awarded work under this RFQ/RFP must provide a current Certificate of Insurance to the Director of Finance PRIOR to commencement of work, with the following requirements:

- A. General liability coverage limits for bodily injury, property damage, and personal injury, \$1,000,000 per occurrence/\$2,000,000 general aggregate.
- B. Auto liability limits for property damage and bodily injury caused by the operation of motor vehicles, \$1,000,000 per occurrence.
- C. Professional Liability (aka Errors & Omissions) policy with a minimum \$1,000,000 per occurrence and \$1,000,000 aggregate.
- D. Umbrella or Excess Liability policy with a minimum \$1,000,000 per occurrence and \$1,000,000 aggregate, when required by the Town of Enfield.
- E. Worker's Compensation, as required by Connecticut State statute.
- F. The "Town of Enfield" is to appear as an additional insured on all Certificates of Insurance for general liability and auto liability coverage.
- G. All insurance is to be provided by carriers authorized to issue such insurance in the State of Connecticut, and rated at least A-/VIII by A.M. Best. Exceptions are subject to the sole discretion of the Town of Enfield.
- H. All insurance may not be canceled or modified without thirty (30) days written notice by registered U.S. Mail to "Director of Finance, Town of Enfield, 820 Enfield Street, Enfield, Connecticut 06082".

10. INDEMNIFICATION AND HOLD HARMLESS

The Agency shall hold harmless, defend and indemnify the Town of Enfield ("the Town") from all loss, liability, damage, penalty, expense or fee, including attorney's fees, or other costs or obligations which result from or arise out of the performance or breach of obligations of the Agency, any employee, agent or personnel, including without

limitation, claims brought against the Town by third parties, employees of the Town, or employees of the Agency. The indemnification provisions shall survive the termination of the Contract.

11. FAIR EMPLOYMENT PRACTICES

The Agency agrees not to discriminate against any employee or applicant for employment in the performance of this proposal's work with respect to hire, tenure, terms, conditions, or privileges of employment due to race, sex, age, religion, national origin, or other condition proscribed by State or Federal law.

12. STANDARD FORM OF CONTRACTUAL AGREEMENT

The Town of Enfield intends to enter into a contract with the successful agency. The contract will include and incorporate the provisions of this Request for Qualifications/ Request for Proposals, including the Standard Instructions and the Scope of Work and Qualifications, and Response Form submitted by the successful agency. In the event of any conflict between the Request for Qualifications/ Request for Proposals and the successful agency's proposal, the Request for Qualifications/ Request for Proposals shall prevail. In addition to the above-mentioned contract, the Town will execute a separate real estate listing agreement customarily used in Connecticut for each individual property that will be listed for sale.

13. TERM OF CONTRACT

The term of this contract shall commence on date of award and shall expire on June 30, 2019. Subsequent one (1) year renewals, at the option of the Town of Enfield, may be available for two (2) additional years. The total contract period, including all renewals, shall not exceed thirty-six (36) months. Written notice(s) of such renewals will be sent by U.S. Mail to the vendor(s) no later than 30 (thirty) days prior to the commencement of the Town's next following fiscal year.

14. AWARDING THE CONTRACT

The Town of Enfield reserves the right to accept or reject, any, all, or any part of responses, to waive formalities or informalities, and to make an award that is deemed to be in the best interests of the Town.

It is the Town's policy to not award to those who owe Town of Enfield prior year(s) property taxes.

The "Contract Awarded" date in section 2. entitled Key Event Dates is the date the contract is anticipated to be awarded. It is not a date certain.

The lowest priced proposal is NOT the sole determining factor when awarding this proposal.

The Development Services Department expects to enter into a contract with one (1) agency.

END OF STANDARD INSTRUCTIONS

TOWN OF ENFIELD, CONNECTICUT

SCOPE OF WORK & QUALIFICATIONS

REAL ESTATE AGENCY LISTING SERVICES

1. **OVERVIEW**

The Town of Enfield, Connecticut is hereby requesting qualifications and proposals from qualified real estate agencies to assist with the sale or lease of various Town-owned, real properties that will primarily consist of, but not limited to, residentially zoned properties. It is the intent of this RFQ/RFP to have the successful agency enter into a professional services contract with the Town to provide real estate services as outlined herein.

2. **SCOPE OF WORK**

The Town is seeking an agency with experience in marketing, leasing and selling properties. The agency should have some familiarity with laws and practices applicable to municipal real estate matters, including relevant local land use and zoning controls for properties as governed by the Enfield Town Code, which is available online at www.enfield-ct.gov.

The selected agency will be responsible for assisting the Town with commercial brokerage services, representing the Town's interest in marketing and negotiating sales for assigned real estate properties and potentially providing other commercial real estate related services as requested.

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

- Advice regarding building and property rental valuation, including suitability for leasing;
- Strategic planning for property leasing and/or disposal; and,
- Progress updates and timely telephone and e-mail contact with assigned staff when there are active interests and transactions.

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

- Make presentations at public meetings;
- Consult with Town staff on real property deed restrictions and/or conditions (e.g., easements, covenants, etc.); and,
- Handle all other customary activities and services associated with real estate transactions. 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.

3. **SCHEDULE OF WORK**

The Town of Enfield is prepared to issue a Notice to Proceed after a contract has been executed. The Town desires to list its properties no later than one month after the issuance of the Notice to Proceed. Currently, there are several properties vacant that the Town is interested in getting listed as soon as possible.

If the Town Council approves any proposed lease or disposition of a subject property, the Town would then enter into a listing agreement with the selected agency based on the rates set out in the proposal.

4. AWARD CRITERIA

Responses will be evaluated and scored based on the following criteria and points:

- Commission Structure: Competitiveness of pricing proposal (40 points)
- 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)
- Key Personnel and Resources: Demonstrated competence and experience of firm's personnel responsible for performing work and providing services (20 points)

A review team will be assigned to evaluate all responsive qualifications and proposals received by the Town. The review team will consider the information in the qualifications and proposals as outlined above. It should be noted that a contract resulting from this RFQ/RFP will be awarded to the agency whose response is determined to be in the "best interest" of the Town. Therefore, the proposal offering the lowest costs may not necessarily be the one selected for award.

The Town of Enfield reserves the right to accept or reject any, all, or any part of responses, to waive formalities or informalities, and to make awards that are deemed to be in the best interests of the Town. The award will be made to the agency whose proposal, in the opinion of the Town, best takes into consideration all aspects of the services to be performed and represents the most beneficial procurement as determined by the Town. The Town reserves the right to contact any agency, to conduct interviews or request additional information.

In the event that the agency to whom the award is made does not execute a contract within thirty (30) days from the award, the Town may give notice to such agency of intent to award the contract to the next most qualified agency, or to call for new qualifications and proposals.

Qualifications and proposals will be accepted from thoroughly competent, experienced and financially qualified agencies as determined solely by the Town. Agencies are responsible for submission of accurate, adequate and clear descriptions of the information requested. Omissions, vagueness or inaccurate descriptions or responses shall not be interpreted in favor of the respondent and shall be grounds for rejection.

This document is not an offer to contract, but is a Request for Qualifications/ Request for Proposals. Neither the issuance of the RFQ/RFP, preparation and submission of a response, nor the subsequent receipt and evaluation of any response by the Town, will commit the Town to award a contract to any agency even if all of the requirements in the RFQ/RFP are met. Only the execution of a written contract will obligate the Town in accordance with the terms and conditions contained in such contract.

Agencies may be required to make a presentation of their qualifications to the proposal review team.

5. QUALIFICATION REQUIREMENTS / PROPOSAL FORMAT

The response should include the following clearly-labeled sections to coincide with this RFQ/RFP:

- Description of your agency including size of agency, location, number and nature of

the professional staff to be assigned to the Town.

- Staff experience and training, including a brief resume for each key person listed. Describe experience (minimum five (5) years previous experience with proven effectiveness) your agency has in pertinent real estate experience.
- Experience in assisting similar entities, including all services for government agencies. List of at least three (3) references and provide names and telephone numbers of contact persons for each reference.
- 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 a 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 municipal property.
- Additional services offered through your agency, if any, that may be relevant to the sale or lease of property.
- The fee schedule, including your commission rate and any other costs for leasing or selling property.
- Completed and signed RESPONSE FORM.
- Please provide one (1) original and two (2) copies of the proposal response.

6. TOWN CONTACT PERSON

If there are any questions concerning this RFP/RFQ, please contact developmentservices@enfield.org.

7. CANCELLATION

Any violation of the terms, conditions, requirements and/or non-performance of the agreement resulting from this RFP/RFQ shall result in immediate cancellation. The agreement may be terminated for convenience by the Town upon 30-days written notice to the vendor.

8. ADDITIONAL TERMS AND CONDITIONS

- The successful agency must comply with all federal, state and Town of Enfield statutes and codes as may be applicable to the Scope of Work detailed herein, including all labor laws.
- This contract shall be governed by the laws of the State of Connecticut. All claims, actions, proceedings, and lawsuits brought in connection with, arising out of, related to, or seeking enforcement of this contract shall be brought in the Supreme Court of the State of Connecticut, Hartford County.
- In addition, agencies that are not incorporated in the State of Connecticut shall produce a Certificate to do Business in the State of Connecticut from the Connecticut Secretary of State prior to executing their contract with the Town of Enfield.

END OF SCOPE OF WORK & QUALIFICATIONS

TOWN OF ENFIELD, CONNECTICUT

RESPONSE FORM

REAL ESTATE AGENCY SERVICES

[RESPONSE FORM REQUIRED RESPONSES]

Under penalty of perjury and other remedies available to the Town of Enfield, the undersigned certifies this proposal is submitted without collusion and all responses are true and accurate. If awarded the contract it is agreed this forms a contractual obligation to provide services at fees specified in the proposal, subject to and in accordance with all instructions, proposal and contract documents, including any addenda, which are all made part of this RFQ/RFP.

Signature of Authorized Person

Date

Printed Name of Authorized Person

Company Title of Authorized Person

Name of Company

Address of Company

City, State, and Zip Code

E-mail Address

Telephone Number

Facsimile Number

END OF RESPONSE FORM

SAMPLE AGREEMENT

AGREEMENT BY AND BETWEEN THE TOWN OF ENFIELD AND _____

REAL ESTATE AGENCY SERVICES

This Agreement is made this _____ day of _____, 2019 by and between the Town of Enfield, a municipal corporation organized and existing under the laws of the State of Connecticut, with a principal office at 820 Enfield Street, Enfield, Connecticut 06082 (hereinafter referred to as the "Town") and _____, a Connecticut (corporation/limited liability company/partnership) located at _____, _____, Connecticut 06____ (Vendor).

The Town and Vendor enter into this Agreement whereby the Vendor shall provide to the Town Real Estate Agency Services.

The term of this Agreement shall commence on the date set forth above and shall continue for the period set forth in the Request for Qualifications and Proposals referenced below.

The terms and conditions of this Agreement are set forth in the following documents that are attached and made a part hereto and are incorporated by reference:

1. Request for Qualifications/ Request for Proposals entitled "Real Estate Agency Services"; and
2. The Standard Instructions entitled "Real Estate Agency Services"; and
3. Scope of Work and Qualifications entitled "Real Estate Agency Services" and
4. Proposal Form entitled "Real Estate Agency".

The Town may terminate this Agreement for convenience.

This Agreement cannot be altered, modified, amended or revised except by an instrument in writing signed by the Town and Vendor.

This Agreement shall be governed by the law of the State of Connecticut.

Vendor Name

Town of Enfield

By: _____
[name]
[title]

By: _____
Christopher W. Bromson
Town Manager