

MARCIA A. LECLERC
MAYOR

TOWN OF EAST HARTFORD

740 Main Street

East Hartford, Connecticut 06108

(860) 291-7270

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PURCHASING DEPARTMENT

WWW.EASTHARTFORDCT.GOV

TOWN OF EAST HARTFORD, CT INVITATION TO BID

BID #20-17

RE: R.F.P. - Real Estate Consultant Services

Proposals will be received at the Office of the Purchasing Agent, Town Hall,
740 Main Street, East Hartford, Connecticut, 06108 until Tuesday, March 24, 2020 at
11 a.m. at which time they will be publicly opened and recorded.

Information and Specifications are available at the above office or on the Town of
East Hartford bid's website at <http://www.easthartfordct.gov/bids>

The right is reserved to reject any or all bids when such action is deemed to be in the
best interest of the Town of East Hartford, Connecticut

Michelle A. Enman
Purchasing Agent
(860) 291-7271



TOWN OF EAST HARTFORD, CONNECTICUT

STANDARD INSTRUCTIONS FOR BIDDERS

1. Sealed bid proposals will be received by the purchasing agent until the date and time on the title sheet. **Bids received later than the date and time specified will not be considered and will be returned unopened.**
2. Bids are to be returned to the Town in an envelope that clearly states the bid number. The name and address of the bidder should appear in the upper left hand corner of the envelope. **Bids will not be accepted via fax or e-mail.**
3. All proposals will be opened and read publicly and are subject to public inspection. Bidders may be present or be represented at all openings. Bid results are mailed to all responding bidders.
4. Municipalities are exempt from any sale, excise or federal taxes. Bid prices must be exclusive of taxes and will be so construed.
5. The Town of East Hartford reserves the right to reject any or all bids or any part of all bids and to waive any informality when such action is in the best interest of the Town. The Town also reserves the right to extend by mutual consent an awarded bid when such action is in its best interest.
6. Bidders should familiarize themselves with the items and/or conditions set forth in the bid specifications. Failure by the bidder to inform himself will not be accepted as an excuse from fulfillment of the bid specifications.
7. All vendors doing business with the Town certify upon acceptance of a bid by virtue of their signature on that bid, that they have read, understood and will comply with the section of the Town's updated plan of affirmative action and equal opportunity relating to contractual and purchasing procedures - section VIII dated 1/88. Vendor agrees to cooperate fully should the Town choose to audit this compliance.
8. In case of an error in the extension or addition of prices, the unit price will govern. The Town will not be subject to any price increases after a bid award if not part of the original bid terms.
9. The Town reserves the right to increase or decrease quantities listed in order to stay within the allocated funding at time of bid opening.
10. The purchasing department has the obligation to accept the lowest responsible bid which is in the Town's best interest. Factors include, but are not limited to, price, compliance to specifications, quality offered, freight costs, delivery time, past performance, standardization of current equipment, financial resources, technical qualifications, equipment and experience.
11. Bidders shall state in writing and attach to the bid, any conditions/exceptions that are part of the bid price. Comments to the effect "see literature" will not be acceptable.
12. Any manufacturers names, trade names, brand names or catalog numbers used in the specifications are there for the purpose of establishing and describing general performance

and quality levels. Such references are not intended to be restrictive and bids are invited on these and approved equal brands or products of any manufacturer.

13. The Town's competitive bidding process is not a means for competitors to obtain private/proprietary information that is not otherwise normally available. Such information relates to a bidder's financial records and responsibility, test data, manufacturing drawings, formulas and processes. To promote competition and protect valid interests this type of information/data will remain confidential.
14. All bidder questions shall be directed to the Purchasing Agent. Procedural and clarification questions will be answered appropriately. Questions that require an answer that will in effect change/alter the intent of the specifications will only be answered in writing to all bidders by a bid addendum.
15. Awarded bidders are responsible for obtaining all necessary permits as required by OSHA, Federal, State and/or Town regulations. Town permits will be issued at no cost.
16. Alternate proposals will not be considered unless specifically called for in the bid.
17. Prices shall include packing, transportation and delivery charges F.O.B. to East Hartford/delivered unless specifically noted otherwise.
18. Bidder declares that the proposal is not made in connection with any other bidder submitting a proposal for the same bid and is in all respects fair and without collusion or fraud.
19. Cash discounts may be offered by bidder for prompt payment of bills, but such cash discount will not be taken into consideration in determining the awarded low bidder except in the case of tie bids and then only provided such discount is based on payment of invoice not less than fourteen (14) days after satisfactory delivery and/or receipt of invoice, whichever is later.
20. The Town will not award a bid to any bidder who owes a delinquent tax to the Town. Bidders certify by virtue of their signature on the bid sheet that neither the bidder nor any business or corporation which the Bidder owns an interest in is delinquent in tax obligations to the Town. The purchasing department will verify that no delinquent taxes are owed before any bid is awarded.
21. Please include a corporate resolution with your submittal. Sample formats for Corporations and Professional Corporations, Limited Liability Company and Partnerships (including Limited Partnership and Limited Liability Partnership) are attached in this packet.
22. The bidding entity is required to provide evidence from the Connecticut Secretary of State that they are in good standing and qualified to conduct business in the State of Connecticut.

RESOLUTION FOR CORPORATIONS AND PROFESSIONAL CORPORATIONS
(required)

(TO BE TYPED ON CORPORATION LETTERHEAD PAPER)

I _____, Secretary of _____
(Name of Corporation's Secretary) (Legal name of Corporation)
a Corporation duly organized and operating under the laws of _____ and
(State)

Qualified and authorized to do business in the State of Connecticut, DO
HEREBY CERTIFY that the following is a true, correct and accurate copy of a
Resolution duly adopted at a meeting of the Board of Directors of such
Corporation, duly convened and held on _____, at which meeting
a duly constituted quorum of the Board of Directors was present and voted in
favor of such Resolution. I further CERTIFY that such Resolution has not been
modified, rescinded or revoked since the date on which it was enacted, and it is
at present in full force and effect:

RESOLVED: That the following Officers of this Corporation, or any one
them: _____

_____,
(Name and title of Officer or Officers)

is empowered to execute and deliver in the name and on behalf of this
Corporation contracts, bids and other documents to the Town of East Hartford, State of
Connecticut, and are further authorized to affix the Corporate Seal to such documents and to
bind the Corporation to such contracts, bids and other documents.

IN WITNESS WHEREFORE, the undersigned has affixed his/her signature and the
Corporate Seal of the Corporation, this _____ day of _____.

(Affix Corporate Seal Below)

(Typed name of Corporation's Secretary)

SIGNATURE OF SECRETARY

Resolution for Limited Liability Company (required)
(TO BE TYPED ON LIMITED LIABILITY COMPANY LETTERHEAD PAPER)

The undersigned, all of the members [or, if applicable, the managing member] of

(legal name of LLC)

A Limited Liability Company duly organized and operating under the laws of
_____ and

(State)

qualified and authorized to do business in the State of Connecticut, DO

HEREBY CERTIFY that the following is a true, correct and accurate copy of a Resolution duly adopted at a meeting of the Members of such Limited Liability Company, duly convened and held on _____, at which meeting a duly constituted quorum of the voting Members was present and voted in favor of such Resolution. We further CERTIFY that such Resolution has not been modified, rescinded or revoked since the date on which it was enacted, and it is at present in full force and effect:

RESOLVED: That the following Members of this Limited Liability Company, or any one them: _____

(Name and title of Members)

is empowered to execute and deliver in the name and on behalf of this Limited Liability Company, contracts bids and other documents to the Town of East Hartford, State of Connecticut, and are further authorized to seal to such documents and to bind the Limited Liability Company to such contracts, bids and other documents.

IN WITNESS WHEREFORE, the undersigned have executed this resolution, this _____ day of _____.

Have all necessary parties sign and indicate their name and title, such as member, managing member etc..

Resolution for Partnership (including Limited Partnership and Limited Liability Partnership)
(required)

(TO BE TYPED ON PARTNERSHIP LETTERHEAD PAPER)

The undersigned, all of the partners (or, if a Limited Partnership, all of the general partners, or if a Limited Liability Partnership, all of the partners) of _____, a partnership (or, if applicable, a Limited Partnership or Limited Liability Partnership) duly organized and operating under the laws of _____ and qualified and authorized to do business in the State of Connecticut, DO HEREBY CERTIFY that the following is a true, correct and accurate copy of a Resolution duly adopted at a meeting of the voting partners of such partnership duly convened and held on _____, at which meeting a duly constituted quorum of the voting partners was present and voted in favor of such Resolution. We further CERTIFY that such Resolution has not been modified, rescinded or revoked since the date on which it was enacted, and it is at present in full force and effect:

RESOLVED: That the following partners, or any one of them: _____

_____,
(Name and title of Partners)

is empowered to execute and deliver in the name and on behalf of this partnership, contracts, bids and other documents to the Town of East Hartford, State of Connecticut, and are further authorized to seal to such documents and to bind the partnership to such contracts, bids and other documents.

IN WITNESS WHEREFORE, the undersigned have signed this resolution on, this _____ day of _____.
(day) (month and year)

Have all necessary partners sign and indicate their name and title, such as partner, general partner, etc.

BID #20-17
REQUEST FOR PROPOSAL (RFP)
FOR
PROVIDING ON-CALL REAL ESTATE CONSULTING SERVICES
TO THE
TOWN OF EAST HARTFORD, CT

Issued by: Development Department
Town of East Hartford
740 Main Street
East Hartford, CT 06108

Technical Contact: Michael Daniels
Economic Development
Coordinator
(860) 291-7299

Proposal Due: Tuesday, March 24, 2020 @ 11 a.m.

Received by:
Michelle Enman
Purchasing Agent
740 Main Street
East Hartford, CT 06108
(860) 291-7270

**TOWN OF EAST HARTFORD, CT
REQUEST FOR PROPOSAL (RFP)
FOR
PROVIDING “ON-CALL” REAL ESTATE CONSULTING SERVICES**

I. GENERAL INFORMATION AND BACKGROUND

The Town of East Hartford, Connecticut, is seeking proposals from qualified real estate brokerage firms or other professional firms with the expertise of advising on sophisticated real estate matters. The real estate consultant services may include, but are not limited to, advising the Town of East Hartford on a wide range of matters involving the sale or the leasing of properties on an “on-call” basis. The Town will have sole discretion as to which projects, if any, will be assigned to the consultants.

The Town has separate “on-call” agreements for engineering, land surveying, and architectural services and reserves the right to utilize any of these “on-call” agreements for a project. In the event the Town does utilize a different “on-call” firm for a portion of the work, the Town will supply the consultants with the necessary information required to complete the consultant’s scope of service with respect to real estate consulting services.

The consultants will provide and maintain project files, status reports, payment records, schedules, miscellaneous correspondence, etc.

II. CONTRACT MANAGEMENT

The Managing Authority for this contract will be the Development Department. The Consultants will report to the Development Director or his/her designee.

III. SCOPE OF SERVICES

The Real Estate Consultant Services may include, but not be limited to, the following:

1. Examining market conditions for real estate development in East Hartford, Connecticut, focusing on the residential, retail, office, and industrial uses that exist in the town and trends such as changes in rents, sale prices, vacancy, and the rate of absorption;
2. Identifying and assessing potential deal structures and valuations for redevelopment properties, including an evaluation of any applicable statutory provisions that would impact the ability of the Town to participate in them;

3. Assist the Town in soliciting development proposals and evaluating the value and financial implications of responses from potential development partners, ground lessees, or other stakeholders;
4. Analyzing the implications of exercising different public policy levers on development, including the impact of affordable housing, changes to tax abatement programs, and alternative financing structures;
5. Developing narratives to support engagement and negotiations with key stakeholders, and attending and participating in meetings with key stakeholders;
6. Supporting the Town in the negotiation of key business terms in its real estate transactions.
7. Evaluating assessed valuations, tax abatements, and tax rates for residential and commercial properties;
8. Preparing revenue forecast reports in connection with financing activities, and making presentations of such reports;
9. Preparing, or causing to be prepared, feasibility reports, appraisals, and market analyses, or any other real estate related reports;
10. Attend all meetings (internal and external) and telephone conferences as necessary.

IV. PROPOSALS

A. Submission and Deadline

All proposals must be received by: **Tuesday, March 24, 2020 @ 11 a.m.**

Three (3) copies (one original, two copies) of the proposal shall be submitted to:

**Michelle Enman
Purchasing Agent
740 Main Street
East Hartford, CT 06108
(860) 291-7270**

Proposals shall be plainly marked on the sealed envelope:

Real Estate Consultant Services

Technical questions about this request for proposal may be directed to Michael Daniels at (860) 291-7299. Bid procedure questions are to be directed to Michelle Enman, Purchasing Agent at (860) 291-7270.

B. Organization and Content

1. General Proposal Guidelines

- a. Letter of transmittal along with statement by the Consultant accepting all the terms and conditions contained in the RFP.
- b. The letter of transmittal shall include general information on the firm and proposed sub-consultants, the firm brochure, experience, and a resume of key personnel. All references should be sufficiently detailed to allow the Town to contact prior clients.
- c. The letter must include a detailed statement indicating the organizational structure under which the firm proposes to conduct business. The relations to any “parent” firm or subsidiary firm, with any of the parties concerned must be clearly defined. The names and addresses of all owners of the firm are to be clearly indicated.

2. Detailed Proposal

- a. **Project Understanding:** A discussion in whatever detail is necessary to demonstrate an understanding of the service required.
- b. **Experience:** A detailed summary of the planner’s experience with similar services.
- c. **Staffing Plan:** An identification of staff who will be assigned to the projects, their background and experience and their areas and levels of responsibility; include resumes of all proposed project personnel.
- d. **Sub-consultants:** All sub-consultants proposed to be engaged by the firm for services during the term of the contract must be listed.
- e. **Management Plan:** Describe the project management system and how it will function to ensure the timely delivery of quality services.
- f. **Service Plan:** Provide a detailed, itemized plan of proposed services.
- g. **Services Expected of the Town:** Define the nature and scope of all services to be provided by the Town.

3. Fees

- a. Proposals must include a listing of hourly rates, which will be used by the “on-call” services. Proposals shall include a list of hourly rates for

job categories. An explanation of the work to be done by each job category shall be provided.

- b. The proposals must include a detailed description of the proposed method for compensation.
- c. All other necessary costs, to the Town, in addition to the costs in items a., and b. above, must be clearly delineated in this proposal. Please note: the Town of East Hartford is not permitted to reimburse entities for taxes on services it incurs.

C. Conditions

The proposal must include a statement indicating the Consultant's willingness to adhere to the following conditions:

1. The Consultants must have, or must open, an office in the vicinity of East Hartford within one hundred twenty (120) days. The actual or proposed location of the office must be identified in the proposal. Vicinity is defined as fifty (50) miles, or less, as measured from Town Hall. Travel time will not be considered as a reimbursable expense.
2. Have personnel reserve sufficient to assure task continuity, and agree that all personnel proposed are committed for the full duration of the contract. If a change is required, the Town shall be notified and will judge whether the substitution will impair the success of the project.
3. Agree that all sub-consultants hired by the Consultants must be included in the credentials submitted with the proposal and must be approved by the Town of East Hartford prior to working on any project. If a change is required, the Town shall be notified and will judge whether the substitution will impair the success of the project.
4. Agree that all work produced under this agreement is to become the property of the Town of East Hartford and to turn over to the Town all original documents upon completion or demand.
5. Agree to accept management direction from the Town and specifically, the Managing Authority.
6. Agree to conform to all applicable laws and ordinances and statutes of the Federal Government, State of Connecticut and Town of East Hartford, including but not limited to, the following:
 - Signing of Plans by appropriate professionals licensed by the State of Connecticut
 - Civil Rights Act of 1964, as amended

- Executive Orders Numbers 3 & 1 of the State of Connecticut
 - Federal Labor Standards (29 CFR - Parts 3, 5, and 5a)
 - Davis Bacon Act, as amended (40 USC 327-330)
 - Copeland “Anti-Kickback” Act (18 USC 874), as supplemented in the Department of Labor regulations (20 CFR – Part 3)
 - Flood Disaster Protection Act (PL 93-291)
 - Hatch Act (Title 5 USC Chapter 15)
 - Section 504 of the Rehabilitation Act of 1973
 - Immigration Reform and Control Act of 1986
7. Agree that the Town reserves the right to terminate the contract by giving thirty (30) days notice with the assurance that the Consultants shall be entitled to reimbursement for any services rendered prior to Receipt of Notice of Termination.
8. Provide a statement that the applicant has no conflicting financial interests and is qualified to perform the service. The successful firm may represent other clients to East Hartford Boards and Commissions. The successful firm, however, may not work privately for clients on projects that are wholly or partially funded by the Town of East Hartford without the written consent of the Managing Authority.

V. Insurance

- A. The successful firm shall be required to furnish evidence of the following insurance coverage within ten (10) days from notification of award. Insurance coverage shall remain in full force for the duration of the contract term including any and all extensions. All renewal certificates shall be furnished at least ten (10) days prior to policy expirations.
- B. A Certificate of Insurance, evidencing coverages 1-5 must be forwarded to the Town’s Risk Manager within ten (10) days from notification of the award.

The Town of East Hartford, its agents, officials, employees and volunteers must be named as an Additional Insured for claims arising out of the vendor’s performance of the contract herein. An Additional Insured endorsement must also be submitted with the Certificate of Insurance. This provision is not applicable to Professional Errors & Omissions Insurance.

- C. Each coverage named above shall provide not less than a thirty (30) day notice of cancellation to the Town of East Hartford.

1. COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form for Commercial General (CG 0001 04/2013).

Type of Coverage:	Occurrence Basis
Minimum Amount of Coverage:	\$1,000,000 per occurrence \$2,000,000 aggregate
Policy Period:	Annual Policy

2. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Statutory Workers' Compensation Insurance as required by the State of Connecticut, including Employer's Liability.

Amount of Coverage: Coverage A:	Statutory
Coverage B (Employer Liability):	\$500,000 Each Accident \$500,000 Disease, Policy Limit \$500,000 Disease, Each Employee

3. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

Commercial Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of any auto or all owned/leased and non-owned and hired vehicles. The coverage should be provided by Insurance Services Office (ISO) form for Commercial Auto Coverage (CA CA0001 10/2013) or equivalent. "Auto" (symbol 1 or equivalent) is required.

Type of Coverage:	Occurrence Basis
Minimum Amount of Coverage:	\$1,000,000 combined single limit
Policy Period:	Annual Policy

4. UMBRELLA LIABILITY INSURANCE

Umbrella liability insurance policy with a **minimum** limit of \$1,000,000.

5. PROFESSIONAL ERRORS & OMISSIONS INSURANCE

Professional Errors & Omissions coverage in the **minimum** amount \$1,000,000 per claim/\$1,000,000 annual aggregate. If the insurance coverage is written on a Claims-Made basis, an extended reporting period of at least 3 years after substantial completion of the project is required.

VI. EQUAL OPPORTUNITY EMPLOYER

In order for a firm to be considered for business with the Town of East Hartford, that firm must be an Equal Opportunity Employer.

VII. TAX STATUS

The Town will not award a bid if delinquent taxes are owed to the Town. Bidders' tax liability shall be current before an award can be finalized.

VIII. ADDITIONAL INFORMATION AND REVISIONS TO PROPOSALS

Information may be provided to responsible respondents who anticipate submitting a proposal for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Bidders shall be afforded fair and equal treatment with respect to access to additional information and revision of proposals.

IX. DURATION OF CONTRACT / LIMIT TO FEES

- A. The agreement for "on-call" services will expire three (3) years from the date of contract signing with an option to extend by mutual written agreement of both parties for two (2) one-year increments. In no event will the contract exceed a total period of five (5) years. Town reserves the right to negotiate contract fees at the time of a renewal.
- B. The contract shall be limited to fees not exceeding \$100,000 over the period of the entire contract of not more than five years, whichever comes first. Per Town Ordinance 10-6(a).

X. SELECTION PROCEDURE

- A. All proposals submitted in response to this RFP will be reviewed against criteria listed in Section XI and award of contract shall be made in accordance with the Town's purchasing procedures.
- B. A semifinal selection of three firms responding to this RFP may be invited to interview with and make a detailed presentation to the Selection Committee. You will be notified of the location and time of the interview at a later date.
- C. A Selection Committee will assist the Managing Authority in selecting a firm to provide the requested services.
- D. The Town intends to award a contract to the most responsible bidder or to the bidder whose proposal is determined to be in the best interest of the Town. The Town reserves the right to reject or modify any proposal or parts thereof for any reason, to negotiate changes to the proposal terms, and to waive minor inconsistencies within this RFP.

XI. CRITERIA FOR SELECTION

Proposals will be evaluated in accordance with the following criteria:

- A. Understanding of the services required and ability to handle a wide variety of projects.
- B. Proposed method of assuring the achievement of acceptable performance of work.
- C. Availability and competence of personnel proposed for the project.
- D. The nature of the project management approach.
- E. The background and experience of the firm in providing similar services.
- F. Demonstrated ability to respond to the need for planning services in a timely manner.
- G. Competitiveness of proposed fees and costs. Respondents are required to complete and return Attachment A (Fee Schedule).
- H. Positive references by clients having received similar services.

ATTACHMENT A – HOURLY FEE SCHEDULE

ATTACHMENT A
HOURLY FEE SCHEDULE

NAME OF FIRM: _____

Please indicate your firm’s hourly fees over the three-year period of the contract. If fees will remain the same, please make a statement to that effect.

JOB CATEGORY	YEAR 1	YEAR 2	YEAR 3
Principal			
Senior Associate/Planner			
Project Manager/Coordinator			
Associate/Planner			
Clerical			
Other (A):			
Other (B):			

Additional fees: Indicate additional costs to be considered such as general overhead charges, sub-contractors fees, and costs for printing. Please be aware that reimbursement to firms for items such as printing costs by outside vendors cannot include tax charges.

RETURN THIS PAGE WITH YOUR BID OFFER