



**Town of Granby
Request for Proposals
Title Search Services for Housing Rehabilitation Program**

I. Intent

The Town of Granby is requesting proposals from qualified individuals or firms for title searching services relevant to the administration of their Small Cities Program Income Housing Rehabilitation Loan Program.

II. Scope of Services

The Town of Granby is requesting proposals from qualified firms or individuals for the preparation of a limited title search or a bring to date search for each participating property. The Town anticipates 10-20 properties to participate over a two-year period. The search must include the names of the current owners, the property description/Schedule A, a list of encumbrances, liens, right of ways, easements, as well as a real estate tax check and verification of flood plain location.

III. Proposal Content

Respondents must submit the following:

1. Qualifications of firm.
2. Resumes of those proposed to conduct title searches.
3. Proposed fee for service.
4. Turn-around time.
5. Insurance, including title insurance and errors & omissions.

IV. 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 Contractor shall agree and warrant that it will not discriminate or 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.

Hold Harmless

The Contractor agrees to indemnify, defend and hold harmless the Town of Granby and its respective officers, employees, agents and/or servants against all demands, claims, actions or causes of actions, losses, damages, liabilities, costs and expenses, including without limitation, interest, penalties, court costs and reasonable attorney's fees, asserted against, resultant to, imposed upon or incurred by the Town of Granby resulting from or arising out of:

Any breach by the Contractor of the terms of the specifications, or

Any injuries (including death) sustained by or alleged to have been sustained by the officers, employees, agents and/or servants of the Town of Granby or the Contractor or subcontractors or material men, or

Any injuries (including death) sustained by or alleged to have been sustained by any member of the public or otherwise any or all persons, or

Any damage to property, real or personal, (including property of the Town of Granby or its respective officers, agents and servants) caused in whole or in part by the acts or omissions of the Contractor, any subcontractor or any material men or anyone directly or indirectly employed by them while engaged in the performance of any work for the Town of Granby.

Insurance Requirements**General 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's 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.

Specific Requirements

1. 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 and all other Contracts relative to the Project.

2. 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 Five Million Dollars (\$5,000,000.00) per occurrence and annual aggregate basis.

3. 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.

Aggregate Limits. Any aggregate limits must be declared to and be approved by Town of Granby. It is agreed that the awarded Respondent shall notify the Town of Granby whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Respondent agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by Respondent.

4. 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.

5. 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. Coverage shall be maintained in effect continuously for a period of at least six (6) years from the date of Final Payment by Owner to Respondent.

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 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.

The contractor must also meet all Department of Housing insurance requirements.

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 that are open-ended in nature in order to provide the continuity and consistency it deems vital to the successful operation of its various programs. The Town will notify of Contractor award or denial via US Postal Service.

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.

V. 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 in the Town Manager's Office at 15 North Granby Road, Granby, CT 06035 and on the Town's website at www.granby-ct.gov (hereafter referred to as the Town's website) and on the DAS website under solicitation # 2020-05 . Proposals will be received until 12:00 PM April 17, 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: Request for Proposals Title Search Services for Housing Rehabilitation Program.

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. A decision on an award is anticipated within a month of receipt of the RFP's.

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 electronically by 4:00 p.m. on Thursday, April 9, 2020. Responses will be posted on the Town's website by 4:00 p.m. on April 14, 2020.

THE TOWN OF GRANBY IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION
EMPLOYER.
WBE/MBE/SBE & SECTION 3 DESIGNATED BUSINESSES ARE ENCOURAGED TO
APPLY.