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I - PURPOSE

The purpose of the Community College System of New Hampshire issuing this Request for Proposal (RFP) is to obtain thorough, complete and timely real estate services from qualified independent commercial real estate firms for the sale of its former Stratham campus (land and building). The sale can be outright or via a purchase option to give prospective buyers/developers time to develop a plan for the site. Items not expressly stated herein, but necessary to achieve the intent, are understood to be covered by the general specifications or instructions.

II - PROPOSAL DUE DATE

Proposal Due Date August 31, 2012
III – DESCRIPTION OF PROPERTY

The former Stratham campus consists of a 93,000 square foot building sitting upon approximately 90 acres of land located within the Town of Stratham, NH. The building was constructed for and used as a community college. The building has been vacant for several years. It is heated and maintained by CCNSH.

IV - PREPARATION OF PROPOSAL

General Requirements

Proposals

Proposals shall be delivered or mailed to CCSNH, 26 College Drive, Concord, NH 03301, Attn Michael Marr. The proposals shall be received or postmarked by August 31, 2012 for a firm to be considered for this RFP. Late proposals will be returned unopened.

The proposal shall be sealed, signed by an individual authorized to sign for the firm and include one original and four paper copies.

The proposal shall present information in the same sequence as asked for in the RFP.

Any erasures or handwritten changes on the proposal shall be initialed by the individual signing the proposal.

Modifications to Proposal

CCSNH may modify the RFP before the scheduled due date. If so, modifications will be posted to the CCSNH website.

Firms will be allowed to modify their proposals if necessary through the due date.

Firms may withdraw their proposals prior to the submission deadline.

Right to Reject

CCSNH reserves the right to reject any and all proposals or to negotiate separately with any firm when it is in the best interest of CCSNH to do so.
Cost of Proposal

CCSNH will not be responsible for expenses incurred preparing and submitting the proposals. Such costs shall not be included in the proposal.

Communications

All communication in connection with this RFP shall be in writing and directed to Michael Marr, 26 College Drive, Concord, NH 03301. All questions and responses shall be posted on the CCSNH website. The name of the firm inquiring will not be disclosed.

Validity of Proposal

The proposal shall include language indicating the proposal is valid for at least 60 days from the RFP due date.

Specific Requirements

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of firms seeking to provide commercial real estate brokerage services to CCSNH. The proposal should demonstrate the qualifications of the firm and the staff to be assigned. It should also specify an approach that will meet the RFP requirements. The proposal should address all the points outlined in the RFP and be prepared simply and economically providing a straightforward and concise description of the firm’s capabilities to satisfy the terms of the RFP.

The proposal shall include the following.

Conflict of Interest

An affirmative statement that the firm is independent of and has no conflict of interest with CCSNH.

License to Practice

An affirmative statement that the firm is licensed to do business in New Hampshire.

Firm Profile

Please include the following:

The size of the firm.

Name, position and experience of staff.

The firm’s recent experience with similar properties.

The firm’s recent experience in and around the Town of Stratham, NH.
List of regulatory complaints, current litigation, and outstanding judgments

References

A list of three references that we may contact to determine the firm’s ability to provide the services requested in the RFP. Please provide the name of the reference with a contract person and telephone number.

Cost

Please provide a schedule showing your commission fees and any other costs associated with such a sale.

V - TERMS AND CONDITIONS

Assignment/Subcontracting

The firm shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of CCSNH. None of the services shall be delegated or subcontracted by the firm without the prior written consent of CCSNH.

Indemnification/Hold Harmless

The firm shall defend, indemnify and hold harmless CCSNH, its officers and employees, from and against any and all losses suffered by the CCSNH, its officers and employees, and any and all claims, liabilities or penalties asserted against the CCSNH, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the firm.

Insurance

The firm shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefit of the CCSNH, comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per incident.

The insurance policies described above shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to CCSNH, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting
cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by CCSNH.

Amendments

This resulting contract stemming from this RFP may be amended, waived or discharged only by an instrument in writing signed by the parties thereto.

Governing Law

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

Status of Firm

In the performance of the representation of CCSNH, the firm will be considered in all respects an independent contractor, and is neither an agent nor an employee of CCSNH.

Compliance with Laws

In connection with the performance of the services required by the RFP, the firm shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the firm, including, but not limited to civil rights and equal opportunity laws. This includes the Civil Rights Act of 1964 as amended. In addition, the vendor shall comply with all applicable copyright laws.

During the term of this Agreement, the firm shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap or national origin and will take affirmative action to prevent such discrimination.

If this agreement is funded in any part by monies of the United States, the firm shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The firm further agrees to permit the State or United States, access to any of the firm's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants and conditions of this Agreement.
Non-debarment

By submitting a proposal the firm certifies that the firm is not debarred, suspended or otherwise prohibited from professional practice by any federal, state or local agency.

Contingent Fees

By submitting a proposal the firm warrants that no person or agency has been employed or retained to solicit or secure the contract to be executed as a result of this RFP.

Ownership of Material

Ownership of data, materials and documentation originated and prepared for CCSNH pursuant to this RFP shall belong exclusively to CCSNH.

VI– EVALUATION

The proposals will be evaluated by a CCSNH committee formed for that purpose. The committee might request a meeting with the firm to clarify information presented in the proposal. However, this step will be for finalists and the proposals, as submitted, should be complete. CCSNH will not be responsible for any costs incurred by the firm related to the meeting.

The committee will make a recommendation based on the experience of the firm, the experience of assigned personnel, work with similar clients, and cost. No single factor will determine the final award decision. CCSNH will negotiate with the successful firm to determine final price and contract form.

The committee will then present its recommendation to the Board of Trustees for final approval.