



## OFFICE OF THE SELECTMEN

115 Main Street, PO Box 96, Voluntown, CT 06384

### **REQUEST FOR PROPOSALS: Sale of Town Property**

The Town of Voluntown is issuing this Request for Proposals for the sale of town-owned property located at 2 Church Street, Voluntown CT.

#### **Bid Proposal Data:**

RFP#: VOL2023-01

Title: **Sale of Town Property 2 Church Street**

Issue Date: October 25, 2023

#### **Bid Proposals Timeframe:**

RFP Issued: October 25, 2023

Scheduled Site Visit: Tuesday, November 7, 2023 10:00 a.m. – Convene at Town Hall 115 Main St  
Voluntown, CT 06384

Questions Sent to: Julie Zelinsky,  
via email only: [jzelinsky@voluntown.gov](mailto:jzelinsky@voluntown.gov)

Questions Due: November 14, 2023

Answers Posted: November 16, 2023

RFP Responses Due: Tuesday, November 21, 2023 11:00 a.m.

Responses Sent to: First Selectman's Office  
115 Main Street, PO Box 96  
Voluntown, CT 06384

**REQUEST FOR PROPOSALS  
SALE OF PROPERTY  
RFP VOL2023-1**

The Town of Voluntown invites proposals for the sale of excess real property owned by the Town of Voluntown, CT. The property is located at 2 Church Street, Voluntown, CT, Assessor Unique ID RP-01547 Map ID 27B 081-00 0002 Zone VD. Detailed descriptions and instructions to the proposers, as well as proposed contract of sale are contained in the attached document.

The Respondent's submittal shall include an original, and **one (1) exact copy (in addition to the original)** and shall be delivered to the First Selectman's office, 115 Main Street, Voluntown, CT 06384 during normal office hours by no later than **11:00 AM, November 21, 2023**. Submittals received after this date and time will not be accepted. Sealed envelope(s) should be clearly marked on the outside of the envelope, including all outer packaging, such as DHL, FedEx, UPS, etc.: **"RFP VOL2023-1, SALE OF PROPERTY."** Proposers mailing proposals should allow for normal delivery time to ensure timely receipt of their proposals. **No fax or e-mail Bids will be accepted.**

**There will be a public opening of this bid**

**MBE's, WBE's and SBE's ARE ENCOURAGED TO APPLY  
AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER**

All questions must be submitted by **November 14, 2023 at 4:00 PM**. Questions must be submitted by email to the Selectman's Office at [jzelinsky@voluntown.gov](mailto:jzelinsky@voluntown.gov). All questions determined to be of interest to all prospective Proposers will be answered in writing by an addendum which will be posted on the Town and CTSource. It is the responsibility of potential bidders to check these websites for addendum(s). Interested firms should check the website 48 hours before the closing date. Any contact about this RFP between a Bidder and any other Town official and/or Town employee, other than as set forth above, may be grounds for disqualification of that Bidder. No questions or clarifications shall be answered by phone, in person or in any other manner than specified above.

This RFP does not commit the Town of Voluntown to select any Respondent or enter into any contract or agreement. The Town of Voluntown reserves the right to accept or reject any or all RFP's; to waive any informalities, and if it is deemed to be in the public's best interest, to enter directly into negotiations with one or more Respondents based on responses to the RFP, or to request additional information from some or all Respondents.

Proposals hereunder shall remain open and shall not be withdrawn for a period of ninety (90) days from the date set for its opening. The 90-day period may be extended upon written mutual agreement.

The Town will not be liable for any costs incurred by a firm in the preparation or submission of a proposal. The information provided herein is not intended to and shall not bind the Town of Voluntown to any of the statements or assumptions set forth herein.

### **I. Introduction and Overview**

On October 24, 2023, the Voluntown Board of Selectmen authorized the sale of real estate owned by the Town and known as 2 Church Street, Voluntown, CT 06384. A more particular description of the real estate may be found on the Town's website under [axisgis.com/VoluntownCT/](http://axisgis.com/VoluntownCT/). Determination of a prospective purchaser shall be made by review of proposals submitted in accordance with the requirements set forth herein.

The Deadline to submit sealed Proposals is **November 21, 2023 by 11:00 AM**. Information relevant to this Request for Proposals (RFP) and potential sale will be posted here: [www.voluntown.gov/rfprfq](http://www.voluntown.gov/rfprfq).

The Town reserves the right to waive any irregularity or defect in any submission, request clarification or additional information regarding Proposals, to cancel this RFP, and to reject any and all Proposals at its sole discretion. The Town shall assume no liability for expenses incurred by a Bidder in replying to this RFP.

*Interested vendors can attend the scheduled pre-bid walk through on Tuesday, November 7, 2023 at 10:00 AM at 2 Church Street, Voluntown, CT 06384.*

### **B. RFP Timeline**

- Tuesday, November 7, 2023 – 10:00 AM pre-bid walk through.
- Tuesday, November 14, 2023 – Questions due by 4:00 PM. All questions must be submitted in writing to [jzelinsky@voluntown.gov](mailto:jzelinsky@voluntown.gov).
- Tuesday, November 21, 2023 – Proposals Due by 11:00 AM.
- **TBD** – Board of Selectmen to consider a recommendation for sale.
- Anticipated: **TBD** – Sign Purchase & Sale Agreement.
- Anticipated: **TBD** – New owner takes title.

## **II. Instructions to Bidders**

### **A. Proposal Submission Procedures**

1. Sealed Proposals must be received on or before November 24, 2023 by 11:00 AM. Proposals that are received after due date and time will not be considered. **No fax or e-mail Bids will be accepted.**
2. Bidders shall submit one (1) clearly marked original, one (1) exact copy in an envelope and clearly marked "**RFP VOL2023-1, SALE OF PROPERTY**" and addressed to: Julie Zelinsky, Office of the Selectmen, 115 Main Street, Voluntown, CT 06384.
3. Proposal Packages must include:
  - A letter of introduction.
  - Proposed use showing compatibility with current zoning regulations.
  - A proposed timeline for taking occupancy of the Property.
  - An offer of the purchase price for the Property.
  - A document providing evidence of Bidder's financial capability to complete the purchase.Please review the evaluation criteria when responding.

Failure to provide any of the above requested information may result in disqualification of Proposal. The Town reserves the right to request additional information pertaining to the Proposal Package, or any other matters related to the Request for Proposal. Proposal documents, including the Offer of Payment, must be signed by person(s) authorized to contractually bind the Bidder.

**B. Property Inspection**

*Non-mandatory property site inspections will be scheduled for Tuesday November 7, 2023 at 10:00 AM. Bidders are encouraged to inspect the Property.*

**C. Questions Regarding Request for Proposal**

Questions regarding the RFP must be made in writing and submitted electronically to [jzelinsky@voluntown.gov](mailto:jzelinsky@voluntown.gov) by November 14 2023 by 4:00 PM. All questions and answers will be posted through an addendum which will be posted on the Town and state CTSource

D. Official Contact Information: Julie Zelinsky, Town of Voluntown, 115 Main Street, Voluntown, CT 06384, [jzelinsky@voluntown.gov](mailto:jzelinsky@voluntown.gov) 860-376-5880.

**III. Method of Award and Selection Criteria**

Complete responses to this RFP will be evaluated by Town staff and will be reviewed by the Board of Selectmen. Decisions to sell the Property are at the sole discretion of the Board of Selectmen and subject to approval by the town meeting. This RFP process shall not create a binding obligation on the part of the Board of Selectmen to sell the Property unless and until a Purchase and Sale Agreement has been executed and the pertinent Town requirements have been satisfied.

**IV. Terms and Conditions**

Bidders shall be responsible for their own due diligence in preparing a Proposal. No representation or warranty is made by the Town with respect to the condition of the Property, the suitability of the Property for a Bidder's potential use or the information provided herein.

- A. Bidders shall be responsible for the accuracy of the information provided to the Town in connection with this RFP.
- B. Conveyance shall be by Quit Claim Deed and except with respect to matters of title, the Property shall be conveyed to the party acquiring the same "as is, where is" and without representation as to quality, physical condition or environmental condition.
- C. The Town of Voluntown will pay no broker's fee, finder's fee, commission, or other compensation to any party claiming to counsel or represent any proposer regarding the sale and/or development of the properties.
- D. The Board of Selectmen reserves the right to reject any and all Proposals, to waive minor irregularities in any proposal, to issue additional RFPs, and to either substantially modify or terminate the proposed sale at any time prior to final execution of a Purchase and Sale Agreement.
- E. The Town shall not be responsible for any costs incurred by a Bidder in connection with the preparation, submission, or presentation of its Proposal.

- F. Nothing contained herein shall require the Town to enter into exclusive negotiations with any Bidder. The Town reserves the right to amend, alter and revise its own criteria in the selection of a Bidder without notice.
- G. The Town reserves the right to request clarification of information submitted in a Proposal and to request additional information from any Bidder.
- H. The Town may not accept any Proposal after the time and date specified in the RFP.
- I. The Board of Selectmen retains the sole discretion in the selection of a successful Proposal, if any.
- J. Upon selection of a Proposal, the Town shall enter into a Purchase and Sale Agreement with the successful Bidder with terms and conditions acceptable to the Town. Until the execution of such agreement and the approval of the proposed sale by the Town Meeting, the Town shall be under no obligation to sell the Property.

### **Zoning/Land Use**

Prospective Purchaser should do their due diligence in regards to zoning and land usage, requirements and contact information can be accessed through the Town's website.

**Current Use** – The property is currently vacant. The lot is not approved as a building lot.

**Assessment and Estimated Annual Property Taxes** – Property Record Card and Assessor's Information have been attached for review for all prospective bidders.

The Town of Voluntown makes no assertions or warranties regarding the presence, if any, or absence of asbestos, chemicals, hydrocarbons, or other hazardous materials on the property. No proposals for portions or subparts of the property will be entertained. Proposals must offer to purchase the property in its entirety. Property is being listed as-is with no exceptions.

**Withdrawal of Proposals** – No Proposal will be allowed to be withdrawn after it has been received by the Town of Voluntown for a period of ninety (90) days.

**Signature of Proposer** – Proposals must be completed and signed in ink by the proposer or their representative. Corporations, partnerships, or other business entities responding to this Request for Proposals must include a certificate of authority attesting that the individual signing on their behalf was duly empowered to do so.

### **Proposal Deposit**

**1.** Proposals must be accompanied by a **deposit in the amount of five percent (5%) of the total gross sum** proposal by the proposer. **The deposit may be in the form of a certified or Cashier's check made payable to the "Town of Voluntown". The remainder of the purchase price shall be due in cash or other immediately available funds at the closing.**

**2.** The Town of Voluntown reserves the right to retain the deposits of all proposers until the successful proposer has received notice of proposal acceptance at which point deposits will be returned to all unsuccessful proposers. The Town of Voluntown reserves the right to reject any or all proposals and to retain the successful proposer's deposit should circumstances not created by the Town arise preventing completion of the sale of the property, or execution of a deed of conveyance or closing thereon. The deposit of the selected proposer will either be released and returned by the Town or applied to the purchase price upon the closing on the property with the selected proposer.

**APPENDIX A**  
**REQUEST FOR PROPOSALS**  
**SALE OF PROPERTY**  
**RFP VOL2023-1**

**NON-DISCRIMINATION**

The respondent agrees and warrants that in the performance of the contract pursuant to this solicitation he/she 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 disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut or the Town of Voluntown.

**INDEMNIFICATION**

To the fullest extent permitted by law, the Bidder shall indemnify and hold harmless the Town and their respective consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the proposal, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the bidder, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the bidder or anyone for whose acts the bidder may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

**APPENDIX B**  
**REQUEST FOR PROPOSALS**  
**SALE OF PROPERTY**  
**RFP 2023-1**

**Acceptance of Terms of this Agreement**

Name of Proposer: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Town/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Title: \_\_\_\_\_

Name Printed: \_\_\_\_\_ Date: \_\_\_\_\_

It is agreed by the above signed proposer that the signature and submission of this proposal represents the proposer's acceptance of all terms, conditions, and requirements of the proposal specifications, and, if awarded, the proposal will represent the agreement between the parties.

The proposer agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the proposal documents, but which are incidental to the scope, intent, and completion of this contract, shall be deemed to have been included in the prices for the various items scheduled.

\_\_\_\_\_

## PROPOSAL FORM

**PROPOSAL TO:** Town of Voluntown  
115 Main Street, Voluntown, CT 06384

I, \_\_\_\_\_ have received the following contract documents,

1. RFP Document #RFPVOL2023-1, Sale of Property, 2 Church Street, Voluntown, CT 06384.
2. Posted addenda (if any) numbered \_\_\_\_\_ thru \_\_\_\_\_, posted at [www.Voluntown.gov/rfprfq](http://www.Voluntown.gov/rfprfq)

and have included their provisions in my Proposal. I shall provide all labor, materials, equipment, technical service, insurances, warranties, applicable taxes and licenses, etc. to supply and deliver materials as specified:

### COMPENSATION OFFERED

Please make your proposal for the property on the line below. Proposals must be for the entire property as described.

No proposal for portions or subparts of the property will be accepted.

The proposer hereby offers for the entire property as described the sum of (indicate the dollar amount of the proposal in words and numerals):

\_\_\_\_\_ DOLLARS

**Note:** The Town reserves the right to refuse any and all bids. All taxes of Bidder must be current and up to date.

### CHECKLIST

The following must be submitted with proposal:

- Appendix B, Proposal Form, Non-collusion affidavit
- Addenda acknowledged per Item 2 on Bid Proposal Form
- Signed and submitted with modified pricing if requested.
- Letter of Transmittal
- Proposal Deposit of 5% of total gross sum (form of a certified bank or cashier's check made out to the Town of Voluntown)

The Bidder hereby certifies that any and all defects, errors, inconsistencies or omissions of which he/she is aware, either directly or by notification from any sub-bidder or material supplier found in the Contract Documents are listed herewith in this Bid Form.

\_\_\_\_\_  
Name and Title of Authorized Representative (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**SAMPLE FORM**

**Bid #** \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, being first duly sworn, deposes and says that:

1. I am \_\_\_\_\_ of \_\_\_\_\_, the Bidder that has submitted the attached Bid for " \_\_\_\_\_ ",
2. I am fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with such Contract, for which the attached Bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Voluntown or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of it agents, representatives, owners, employees, or parties in interest, including this affiant.

(Printed) \_\_\_\_\_

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_

Subscribed and sworn to before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public Printed

\_\_\_\_\_  
Notary Public Signature

My Commission Expires \_\_\_\_\_

(Notary Seal)

**NOTE:** Documents must be signed before and sealed by a Notary Public. Only documents bearing a notary seal will be accepted.

## REAL ESTATE PURCHASE CONTRACT

When signed by Buyer and Seller this is intended to be a legally binding contract.  
If either party has any questions about any aspect of this transaction, he/she should consult with an attorney before signing this Contract.

**1. Parties**

Buyer

Seller: Town of Voluntown  
115 Main Street, PO Box 96  
Voluntown, CT 06384

**2. Property.** Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, certain real property, known as 2 Church Street, located in the Town of Voluntown, Connecticut ("Property").

**3. Price.** The total purchase price:

(b) Buyer will pay the following sum at the closing by cashier's or certified check:

\$ \_\_\_\_\_

\$ \_\_\_\_\_

(c) TOTAL

\$ \_\_\_\_\_

**4. Closing.** The closing will take place on \_\_\_\_\_, 2023 or sooner as mutually agreed by the parties. The closing will be held at the offices of the Seller or Seller's attorney.

**5. Condition of Property; Possession and Occupancy.** At the time of closing, Seller shall deliver possession and occupancy of the Property to Buyer in "AS IS" condition and makes no representations whatsoever with respect to the condition of the Property.

**6. Title.** Seller will transfer fee simple title to the Property to Buyer by a Connecticut form of Quitclaim Deed, subject to (a) any and all provisions of any ordinance, municipal regulation, or public or private law; declarations, restrictions, covenants, and easements of record; any state of facts an accurate survey or personal inspection of the Property might reveal; provided that none of the above render title to the Property unmarketable; and (b) current taxes and municipal assessments. Seller agrees to furnish such affidavits concerning title, encroachments, mechanics' liens and other items and in such form as Buyer's title insurance company may require in order to allow Buyer to obtain owner's title insurance coverage on the Property or to waive exceptions to the title policy that are objectionable to Buyer's lender.

**7. Adjustments.** Adjustments for taxes, association fees, rents, water, fire taxes, sewer, interest, fuel, condominium fees, municipal assessments, special assessments, and other charges will be made as of the date of closing in accordance with the custom of the Bar Association for the county or municipality where the Property is located. (See Common Interest Community Rider, if applicable).

**8. Default; Liquidated Damages; Remedies.** If Buyer defaults under this Contract and Seller is not in default, Buyer's deposit shall be paid over to and retained by Seller as liquidated damages and both parties shall be relieved of further liability under this Contract. If Seller defaults under this Contract and Buyer is not in default, Buyer shall be entitled to the return of its deposit as its sole remedy hereunder.

**9. Complete Agreement.** This Contract, including any riders and/or addenda, contains the entire agreement between Buyer and Seller concerning this transaction, and supersedes any and all previous written or oral agreements concerning the Property. This Contract may only be amended by a writing signed by all parties.

10. **Non-assignability.** Buyer shall not assign its rights under this Contract without the written consent of the Seller.

11. **Survival.** This Contract shall be binding upon and inure to the benefit of the respective personal representatives, heirs, successors and assigns of Buyer and Seller.

12. **No Broker(s).** Buyer and Seller represent that there were no broker(s) involved in this transaction.

13. **Execution by Electronic Methods.** The parties agree that they may enter into this Contract (including any amendments and riders hereto) via facsimile (fax) machine and/or email. This consent applies only to this transaction, and either party may withdraw such consent by fax or email or in writing, but such withdrawal will not affect the validity or enforceability of this Contract (or any amendments or riders hereto) after it has been entered into. Faxing, and retention of and access to fax records, requires a fax machine or other appropriate fax technology. Email, and retention of and access to email records, requires a computer, internet account and email software.

**Buyer elects to use:**

**Seller elects to use:**

Fax: Fax number is: \_\_\_\_\_

Fax: Fax number

is: \_\_\_\_\_

Email: Email address is: \_\_\_\_\_

Email: Email address is:

If any party changes its email address or fax number it will promptly notify the other party of the new email address and/or fax number.

When signed by Buyer and Seller this is intended to be a legally binding contract. If either party has any questions about any aspect of this transaction, he/she should consult with an attorney before signing this Contract.

**BUYER**

**SELLER**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Location: 2 CHURCH ST  
 9th Address: 27B 081-00 0002  
 Zone: VD  
 Neighborhood: C100

TOWN OF VOLUNTOWN  
 PO BOX 96 VOLUNTOWN, CT 06384  
 Owner of Record: 0102 0970 Sep/04/2012  
 MONEELY ALAN DOUGLAS  
 MONEELY ALAN D JOSEPH PAUL C

Permit Number	Date	Cost	Permitted	Starts	Compl	CO	Inspected	Inspector / Action	Code	Quantity	Value	Appraised Value
DEMO-22-2	Nov/18/2022	0	No	Open	0	No	Jan/18/2023	DEMOLISH WOODEN CHURCH	21	0.07	42,000	80,000
3446	Feb/04/2014	6,327	No	Closed	100	No	Feb/01/2014	TEMP SUPPORT OF FRONT PUI IN BEAMS TO GRD-3 1/2 CABLE & TURN BU	22	1.00	44,750	63,930
2531	Jun/16/2001	0	No	Closed	100	No		REPL GAR ROOF				0

Supplemental Data:  
 VisionPID: 6827  
 Street Descript: School District  
 Dev Map/ Lot: D2-E2  
 Permit Route: 27B/081-00/0002  
 GIS ID: 490 App Date

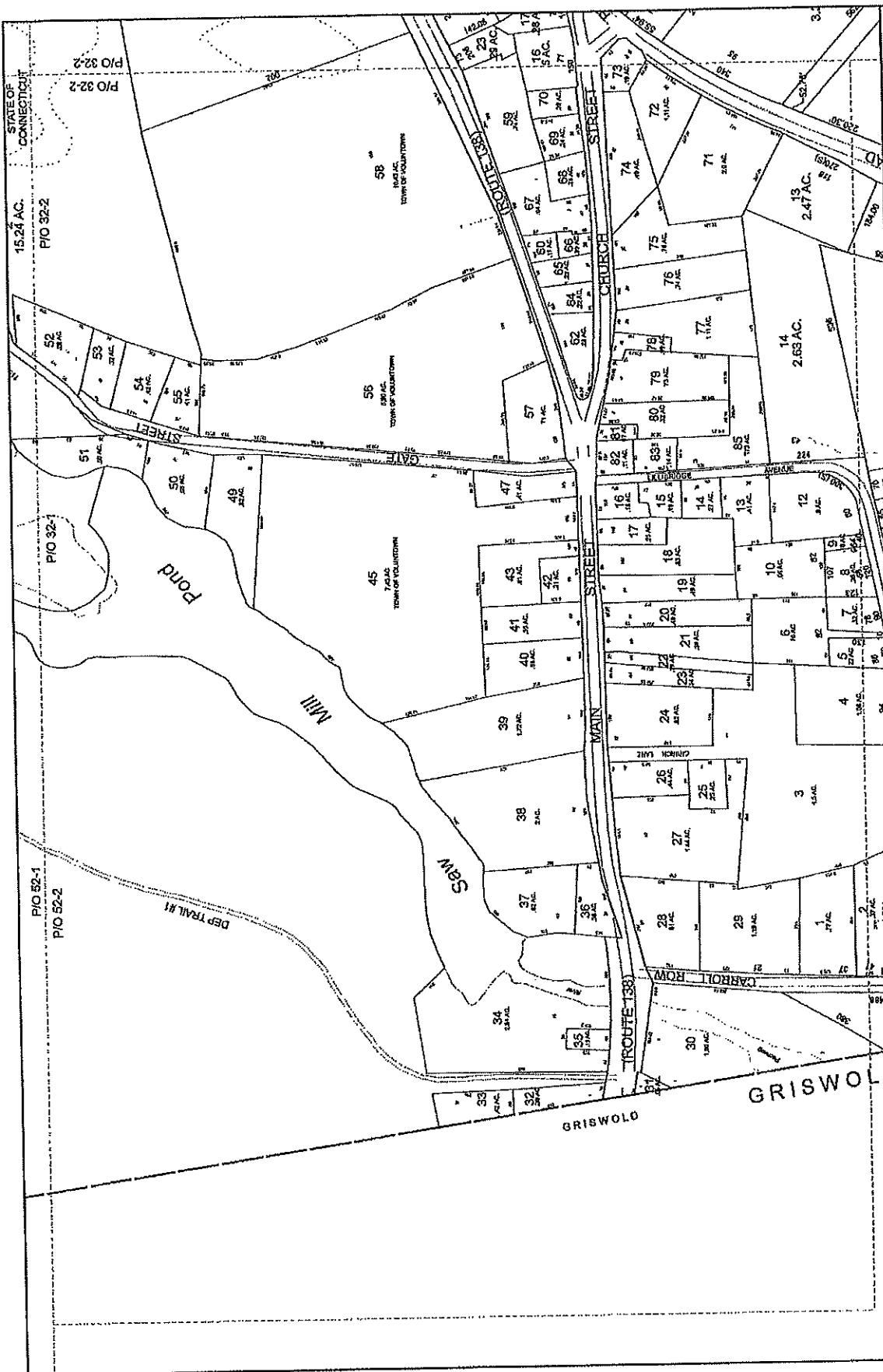
Inspection Information:  
 Date/ Inspector / Action: 01/01/2020 EQ Measure & List  
 Date/ Inspector / Action: 08/25/2010 DM Measure

Land Type: Primary Site  
 Acres: 0.07  
 Total Value: 60,000  
 Influence Reason: -40 Size or Shape

	Assessment History (Prior Years as of Oct)			Type	Acres	Value
	Current	2022	2021			
Total	0.07	60,000	60,000			
Land	42,000	42,000	42,000	38,160		
Building	44,750	44,750	44,750	10,320		
Outbuilding	0	0	0	0		
Total	86,750	86,750	86,750	48,480		

Application Date:  
 Expiration Date:  
 Comments: OLD ABANDONED CHURCH, POOR FOUNDATION & STRUCTURE. RP-00938 27B/081-00/0002 NO PARKING





STATE OF CONNECTICUT  
 P/O 32-2  
 15.24 AC.  
 P/O 32-2

MAP NO. **27B**

INDEX DIAGRAM

PROPERTY MAPS  
**VOLUNTOWN**  
 CONNECTICUT

SCALE: 1" = 100'

REVISIONS & PRINTED BY  
**CAI Technologies**  
 1000 Main Street, Suite 100  
 Voluntown, CT 06259  
 (860) 223-1111

LEGEND

THIS MAP IS FOR INFORMATIONAL PURPOSES. A \$100 FEE WILL BE CHARGED FOR A REVISION OR FOR A COPY OF THIS MAP.

THE ORIGINAL SHOWS THE CONCEPTS/DATE PLANS AND/OR THE DATE OF THE ORIGINAL MAP.