



**THE CORPORATION OF THE TOWNSHIP OF CRAMAHE**

**REQUEST FOR PROPOSAL (RFP) NO. 2024-01**

**REAL ESTATE SERVICES**

Sale of Property Owned by the Township of  
Cramahe located on Deelee Road, Colborne.

**DATE OF ISSUE: Monday April 8, 2024**

**CLOSING DATE: Monday May 6<sup>th</sup>, 2024, at 2:00pm local time**

**CLOSING LOCATION: Municipal Office located at 1 Toronto  
Street, Colborne.**

**Declarations**

We hereby declare that:

- 1) We agree to complete the work in compliance with the Request for Proposal on or before **June 2<sup>nd</sup>, 2025**.
- 2) No person, firm, or corporation other than the undersigned has any interest in this Bid or in the proposed Contract for which this Bid is made.
- 3) This Bid is open to acceptance for a period of 28 days from the date of the bid closing.
- 4) In submitting this Bid, we recognize that the Township may accept any Bid, or elect to reject all bids.
- 5) The Bid shall be formatted in price in Canadian dollars, plus tax separately broken out.
- 6) Lowest or any tender not necessarily accepted.
- 7) The Vendor agrees to indemnify and save the Township harmless to public and private property from all claims and demands whatsoever, arising from or in any way connected with property damage while performing services for the Township of Cramahe.
- 8) **The awarding of this tender is subject to the approval of the Township of Cramahe Council.**

The undersigned, proposer agrees to supply and deliver all goods and/or services for the price proposed to the Corporation of the Township of Cramahe in accordance with all terms, specifications and conditions specified herein.

FIRM NAME: (Tendered).	AUTHORIZED SIGNATURE:
ADDRESS:	PRINT NAME AND TITLE:
TELEPHONE NUMBER:	DATE:
FAX NUMBER:	

## Submission Procedures

- 1.1 All Request for Proposals shall be delivered to the Township of Cramahe, as described in Section 1.5. Request for Proposals herein. Proposal delivered after the said time will be returned unopened. All Request for Proposals must clearly indicate “**Request for Real Estate Services – Deelee Road**”, the Bidders name and address.
- 1.2 The lowest of any Request for Proposal will not necessarily be accepted, and the Township reserves the right to reject all Request for Proposals submitted or select options from various Request for Proposals or to select any Request for Proposal for reasons deemed to be in the best interests of and for the best value for the Township.
- 1.3 Bidders must complete all parts of the Request for Proposal in accordance with the Request for Proposal documents as specified herein.

### 1.4 Quantity of Responses

One (1) hard copy proposal be delivered to the location at the date and time are requested.

- 1.4.1** All proposals must be comprehensive and in sufficient detail to permit complete evaluation in accordance with the criteria set out herein. These proposals must be copies of the complete response submitted in sealed packaging and signed by an authorized officer of the bidder.

### 1.5 Time, Date, and Address for Response Submission

The proposal shall be submitted to the following individual, on or before 2:00 p.m. (local time) on **Monday May 6<sup>th</sup>, 2024**, to the following:

Attention: RFP 2024-01, Real Estate Services – Deelee Road  
Address: The Corporation of the Township of Cramahe  
Municipal Office  
1 Toronto Street, P.O. Box 357  
Colborne, ON K0K 1S0  
Attn: Nicole Newton, Deputy Clerk  
Phone: 905-355-2821 Ext. 223

## 2.0 Proposal Overview

It is in the best interest of the Township to procure the services of a local realtor who has appropriate sales experience and market awareness to dispose of lands that have been deemed surplus by Council. Securing real estate services will provide consistency to the process of divesting lands and will ensure that municipal land assets are being utilized most effectively. It will also ensure the best value for taxpayers' dollars by providing efficient and timely marketing and transactions related to these lands.

The Township cannot guarantee the quantity or frequency of surplus properties to be listed and the Township reserves the right to list any, all or none of the properties declared surplus to Township's needs. This RFP relates only to lands declared surplus by the Township and identified by Council for disposal and does not include road allowance sales or other similar administrative processes. Further, the Township will occasionally seek advice from the successful agent on all items that would typically be covered in a real estate transaction such as but not limited to asking price, need for appraisals, closing dates, marketing avenues, inspections, and similar real estate related activities. The Township reserves the right to accept a property sale price at lower than fair market value if it is deemed to be in the best interest of the Township. This request does not create, and should not be construed as creating, any contractual relationship or obligations between the Township and any candidate.

The submission should include the required information needed to properly evaluate your proposed solution as per the RFP requirements set out in the document. Please provide concise but comprehensive responses at a length specified in each component.

Proposal invitation shall be in accordance with the Township of Cramahe Procurement Policy- By-law 2020-77, and will apply for the calling, receiving, and opening of proposals. The Township will be responsible for evaluating proposals, awarding, and administering the contract in accordance with the Procurement Policy.

The proposal must contain the following:

### 2.1 Fee Outline

Pricing will be firm for the first 1 year of the contract, and renewable for up to two (2) additional years, in one (1) year increments until the property has been sold.

- a. State your proposed fee structure for listing/marketing and selling of the property.
- b. State any other costs, if any, that the Township should anticipate relating to the real estate services to be provided such as commission rates or taxes.
- c. Provide an estimated market value of the property including a proposed listing price and possible sale price.

## **2.2 Experience and References**

Outline the experience and qualifications of the broker of record/principal and any other personnel who will be directly involved in the listing. Provide examples of any services provided to municipalities, other levels of government or similar organizations.

Provide references of organizations or individuals who can attest to the level and quality of service provided.

## **2.3 Signed Declaration – Page 2 herein.**

In order to avoid a conflict of interest, or the appearance of a conflict of interest, your firm should not engage in any outside activities that are inconsistent, incompatible, or appear to conflict with your ability to exercise independent/objective judgment in the best interest of the Township of Cramahe. Please outline all conflicts of interest that may exist for your firm in relation to providing real estate services for the Township of Cramahe.

## **2.4 Good Standing**

Your firm must be in compliance with all levels of government and maintain any and all required licenses or permits associated with the proposed work, which specifically includes good tax payment status and good corporate registration status. Additionally, please provide your firm's legal corporate name and business numbers.

## **2.5 Insurance**

The undersigned is to carry and keep in force Public Liability Insurance in a form equivalent in terms of coverage to the industry standard Commercial General Liability for all services provided to and on behalf of the Township of Cramahe and the amount of coverage shall be not less than two million dollars (\$2,000,000.00) per occurrence and to indemnify and save harmless the Township in the event of any damages, suits or actions as a result of damages, injuries or accident done to or caused by him, or his employees or relating to the prosecution of the works or any of his operations or caused by reason of the existence or location or condition of any materials, plant or machinery used there on or therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions, and covenants and agrees to hold the Township harmless and indemnified for all such damages and claims for damages. A copy of the Commercial General Liability Insurance (or certificate of insurance) covering the legal liability of the submitter for injuries to, or death of, persons and/or damage to property of others for limits of not less than two million dollars (\$2,000,000.00) per occurrence for bodily injury and property damage

with an insurer and in a form satisfactory to the Township will be furnished. Such insurance shall have the Township as a named insured and shall contain cross liability coverage and preclude subrogation by the insured against the Township.

## 2.6 Methodology

Proposals should include a description of the methods which will be employed in marketing the property for sale. You may include information about but not limited to listing methods, open houses, professional and informal networks to be accessed/utilized, newspaper advertising and additional media used to attract buyers.

## 3.0 Scope of Services

The selected real estate broker/firm will be expected to provide services that may range from providing listing/marketing services only, to full real estate brokerage services as the Seller's Agent. Services may include:

- Developing strategies for the sale of the designated Municipally owned property (such as conducting a study of comparable properties).
- Develop marketing materials (electronic and/or hard copy) to advertise the property for sale, distribute the materials to potential buyers via forms of media, and report results to the Township on the agreed upon frequency.
- Advise the Township of related strategies to promote and sell the property.
- Participate in site tours of the property that is for sale with potential buyers.
- Analyze offers for purchase by interested parties and advise on offers to enable the Township to make evaluations and informed decisions.
- Facilitate Buyer's due diligence inspections.
- Represent the Township of Cramahé in negotiations with a prospective buyer from the time of offer until closing.
- Coordinate real estate transaction closings; and
- Handle all other customary activities and services associated with real estate transactions.

**Note:** The selected Proponent will be required to serve exclusively as the owner representative on the Township's properties for which the Township decides to utilize the services of the brokerage team. If the Township elects to dispose of property without the assistance of brokerage representation, the selected proponent may elect to represent possible buyers/lessees. However, at no time may the proponent represent both the Township and a buyer on a sales transaction without prior written approval from the Township.

#### 4.0 Selection Criteria

The Township of Cramahe will evaluate proposals to determine the greatest value to the Township based upon quality, service and price, and will specifically consider the following factors in evaluating and selecting the successful proponent.

- Ability of the proponent to meet or exceed the requirements defined in the RFP;
- Experience, qualifications, and references;
- Knowledge of regional real estate market and ability to market to prospects beyond the region, if required;
- Regional reputation and local presence/experience;
- Fee schedule; and
- Willingness to think “outside the box” and present innovative ideas for marketing the specific Township owned property designated for sale.

**Notes:** A minimum qualifying score of 50 points is required on Schedule A for the proposal to be given further consideration. If the proposal’s score meets or exceeds the minimum qualifying score on Schedule A, the Pricing Response will then be evaluated using the formula below:

**Score = weight x (low / bid)**

#### 5.0 Negotiations

The Township of Cramahe reserves the right to enter into negotiations with the selected Proponent. If the Township and the selected Proponent cannot negotiate a successful contract, the Township may terminate the negotiations and begin negotiations with the next selected Proponent. This process will continue until a contract has been executed or all Proponents have been rejected. No Proponent shall have any rights against the Township arising from such negotiations.

##### 5.1 Default by Company

- a) If the Company commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Company makes a general assignment for the benefit of its creditors; then, in any such case, the Township may, without notice; terminate the Contract.
- b) If the Company: fails to comply with any request, instruction or order of the Township; or fails to pay its accounts; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities relating to the work; or fails to perform the work with the skill and diligence; or assigns or sublets the contract or any portion thereof without the Township’s written consent; or refuses to correct defective work; or is otherwise in default in carrying out its

part of any of the terms, conditions and obligations of the contract, then, in any such case, the Township may, upon expiration of ten days from the date of written notice to the Company, terminate the Contract.

- c) Any termination of the contract by the Township, as aforesaid, shall be without prejudice to any other rights or remedies the Township may have and without incurring any liability whatsoever in respect thereto.
- d) If the Township terminates the Contract, it is entitled to:
  - Take possession of all work in progress and materials pertaining to the sale of land and agreement therein and finish the work by whatever means the Township may deem appropriate under the circumstances;
  - Withhold any further payments to the Company.
  - Recover from the Company loss, damage and expense incurred by the Township by reason of the Company's default (which may be deducted from any monies due or becoming due to the Company, any balance to be paid by the Company to the Township).

## **5.2 Contract Cancellation**

The Township shall have the right, which may be exercised from time to time, to cancel any uncompleted or unperformed portion of the work or part thereof. In the event of such cancellation, the Township and the Company may negotiate a settlement. The Township shall not be liable to the Company for loss of anticipated profit on the cancelled portion or portions of the work.

## **6.0 Clarification of Proposal Documents**

Any clarification of the Proposal documents required by the Bidder prior to submission of its Proposal shall be requested through the Township's contact identified in the document. Any such clarification so given shall not in any way alter the document and in no case shall oral arrangements be considered.

No officer, agent or employee of the Township is authorized to alter orally any portion of these documents. During the period prior to submission of Proposals, alterations will be issued to Bidders as written addenda. The Bidder shall list in its Proposal all addenda that were considered when its Proposal was prepared.



## **7.0 Disclosure**

The total number of Proposals and the name of each Bidder will be made available at the public Proposal opening. After the Proposal opening, requests may be submitted to the Township for the results, and only the total number of proposals and the name of each Bidder as read out at the Proposal openings will be given in the reply.

## **8.0 Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)**

All correspondence, documentation, and information provided to staff of the Township by every Bidder, including the submission of proposals, shall become the property of the Township, and as such, is subject to the Municipal Freedom of Information and Protection of Privacy Act, and may be subject to release pursuant to the Act.

Bidders are reminded to identify in their proposal material any specific scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury. Complete proposals are not to be identified as confidential.

## **9.0 Liability**

The Company agrees to defend, fully indemnify, and save harmless the Township from all actions, suits, claims, demands, losses, costs, charges, and expenses whatsoever for all damage or injury including death to any person and all damage to any property which may arise directly or indirectly by reason of a requirement of the Contract, save and except for damage caused by the negligence of the Township or its employees.

The Company agrees to defend, fully indemnify, and save harmless the Township from any and all charges, fines, penalties and costs that may be incurred or paid by the Township if the Township or any of its employees shall be made a party to any charge under the Occupational Health and Safety Act in relation to any violation of the Act arising out of this Contract.

## **10.0 Council Action**

Contract shall not exist between the parties until;

1. Such agreement has been duly authorized and approved by Council of the Township of Cramahe; and

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2. Has been documented in the meeting minutes of Council. In the event that recommendation is rejected by Council, the Township will not be obligated to the Respondent in any manner.

## Schedule "A" Proposal Evaluation Form

TO BE COMPLETED BY STAFF

REAL ESTATE SERVICES, SALE OF SURPLUS LANDS – EVALUATION FORM

Category	Possible Score	Actual Score
<b>A. Fee Outline – Provided on Schedule B</b> <i>The proponent to provide a fee structure for listing/marketing and selling of the property, an estimate market value of the property including a proposed listing price and possible sale price, and statement of any other associated costs.</i>	10	
<b>B. Experience and References</b> <i>Provide a company profile and describe the experience of the Company in the field of municipal real estate, with a similar scope of work, or within a similar field.</i>	25	
<b>C. Approach and Methodology</b> <i>The proponent to include a description of the methods which will be employed in marketing the property for sale. Including, but not limited to listing methods, open houses, professional networks, advertising, and media use.</i>	10	
<b>D. Knowledge of Cramahe Real Estate Market</b> <i>Familiarity with local zoning and by-laws, marketable area etc.</i>	25	
<b>E. Scope of Services</b> <i>Submission should outline all scopes of services listed in section 3.0 that apply to the proponent. It will be evaluated on conformity, completeness, organization, and innovativeness of the proposal.</i>	15	
<b>F. Good Standing</b> <i>Firm is in compliance with all levels of government and maintain all required licenses and permits associated with the proposed work. This includes good tax payment status and good corporate registration status.</i>	10	
<b>G. Singed Declaration and Proof of Insurance</b> <i>Documents attached and completed</i>	5	
<b>Total Score</b>	100	

Notes: A minimum Qualifying Score of 50 points is required at Schedule A for the proposal to be given further consideration. If the proposal's score meets or exceeds the minimum qualifying score at Schedule A, the Pricing Response will then be evaluated using the formula below:

Score = weight x (low / bid)

**Schedule “B”  
Fee Outline**

*The proponent to provide a fee structure for listing/marketing and selling of the property, an estimate market value of the property including a proposed listing price and possible sale price, and statement of any other associated costs.*

<b>Real Estate Commissioning Fee</b>	<b>\$</b>	<b>OR</b>	<b>%</b>
<b>Property Market Value</b>			
<b>Proposed Listing Price</b>			
<b>Potential Sale Price</b>			
<b>Approach/Methodology</b> <i>Including, but not limited to listing methods, open houses, professional networks, advertising, and media use.</i>			
<b>Other Fees:</b>			