

The Corporation of the Municipality of Red Lake
P.O. Box 1000
2 Fifth Street
Balmertown, Ontario
P0V 1C0

Telephone: (807) 735-2096 Fax: (866) 681-2954 www.redlake.ca

Request for Proposal (RFP)

Real Estate Services

Proposal Closing

Date: February 1, 2024

Time: 2:00 P.M. Local Time (Central Standard Time)

Location:

Municipal Office

Municipality of Red Lake

P.O. Box 1000, 2 Fifth Street

Balmertown, Ontario,

P0V 1C0

Municipal Office Hours:

Monday - Friday

8:30 a.m. - 4:30 p.m.

Proponents' Questions

Deadline for written questions from Proponents is January 18, 2024

Proponents' questions will be responded to on or before January 25, 2024.

TABLE OF CONTENTS

- 1. General Instruction Sheet
- 2. Registration Form
- 3. Request for Proposal Document (in Six Parts)

Introduction

General Instructions Part I Proposal Schedule and Closing Time 1) Inquiries/Questions 2) **Proposal Opening** 3) Submissions 4) Initial Screening 5) 6) **Award Options** Proponent's Statement of Understanding 7) Irrevocability of Proposals - Binding Agreement 8) 9) **Errors and Omissions** Proponents' Expenses 10)

- 11) Insurance
- 12) Compliance with Applicable Law
- 13) Professional Operations
- 14) Indemnification
- 15) Termination for Cause
- 16) Laws of Ontario
- 17) Encumbered Goods
- 18) Conflict of Interest
- 19) Negotiations

Part II	Statement of Understanding
Part III	Acknowledgment of Addendums
Part IV	Terms of Reference
Part V	References
Part VI	Signature Page

- 4. Proponent's Checklist
- 5. Submission Label
- 6. Tender/RFP/Quotation Policy (As approved by By-law 67-2016, as amended).

The Corporation of the Municipality of Red Lake



GENERAL INSTRUCTIONS

- 1. All bid documents must be submitted in accordance to the location, date, time and manner as specified in the Tender/RFP/Quotation Call.
- All bid documents and corresponding addendums must be submitted in a sealed envelope, and clearly marked as to its contents in ink or typed form, or by a presupplied label by the Municipality of Red Lake.
- 3. As submissions are received, they are time and date stamped by the Clerk's office at the Municipal Office to ensure compliance with the closing date and time.
- 4. The Municipality of Red Lake will not accept faxed or emailed bid documents.
- 5. Late submissions will not be accepted and will be returned unopened to the receiver at the time of submission and if not possible, shortly thereafter by regular mail.
- 6. Openings are a public process and will be held in the Council Chambers, Municipal Office at the time of closing or shortly thereafter, and on the date as specified in the Tender/RFP/Quotation Call documents.
- 7. For tenders, the name of the bidder and the total amount will be read aloud and duly recorded. For RFPs and Quotations, the name of the Proponent will be read aloud and recorded, but not the total amount.
- 8. All members of the public in attendance at the opening are required to sign the *Attendance Form*.
- 9. Following the opening, the completed *Unofficial Results Form* and accompanying bid documents will be given to the Requisitioning Department Head for evaluation.

The lowest and/or any bid not necessarily accepted.

The Municipality of Red Lake reserves the right to accept/reject, cancel/re-advertise any Tender/RFP/Quotation Call.

In <u>advance</u> of submitting your bid document; and to guarantee notification of addendums (if any) and provide the ability to ask questions related to the bid document, please complete the Registration Form and return it accordingly

The Corporation of the Municipality of Red Lake



REGISTRATION FORM

Packages-will be available for pick-up in person, by email, or via the municipal website at www.redlake.ca.

Addendums to bid documents will be forwarded to all registered Proponents/bidders upon completion of this form in order to guarantee notification and receipt of addendums (if any). Those who do not complete a *Registration Form* are responsible for obtaining all addendums associated with this project. The Municipality of Red Lake shall not be responsible for misinformed Proponents/bidders who neglect to complete this form.

Addendums become part of the bid document and shall be submitted along with the originally distributed bid document.

Please return the completed form in person, by email to <u>clerk.registration@redlake.ca</u> or by fax to (866) 681-2954

or by fax to (oob) bol-	2904.
PROJECT NAME	
CLOSING DATE	
COMPANY NAME	
PRINCIPLE CONTACT	
Address	
Address (Line 2)	
CITY AND PROVINCE	
Postal Code	
TELEPHONE	()
FACSIMILE	()
EMAIL ADDRESS	
DATE:	

Real Estate Services

INTRODUCTION

The Municipality of Red Lake is located in northwestern Ontario by Kings Highway 105 and is the northernmost town in Ontario. It is located 535 km (332 mi) northwest of Thunder Bay and less than 100 km (62 mi) from the Manitoba Border. The municipality consists of five small communities – Balmertown, Cochenour, Madsen, McKenzie Island and Red Lake, with a combined population of 4,366 people (Canada 2011 Census).

Proposals may be submitted in person, by mail or courier. Faxed or emailed proposals will not be accepted.

The Municipality of Red Lake has local Canada Post and courier service outlets. It is the responsibility of the Proponent to check with your local Canada Post outlet and/or courier to determine the best means to submit your proposal. The Municipality of Red Lake assumes no responsibility for proposals received after the closing date and time.

Part I - GENERAL INSTRUCTIONS

1. Proposal Schedule and Closing Time

The Proposal Form, in a sealed envelope bearing the submission label provided by the Municipality, must be received; date and time stamped, and be in the possession of the Clerk's Office, no later than 2:00 p.m. local time (Central Standard Time), on the specified closing date. Late Proposals cannot be accepted under any circumstances; however late proposals shall be date and time stamped and shall be returned to the Proponent, unopened:

The Clerk's Office clock determines the Closing Time of the Proposal Call.

Task	Date
Issue Request for Proposal	November 24, 2023
Deadline for Receipt of Proponents' Questions	January 18, 2024
Deadline for Response to Proponents' Questions	January 25, 2024
Request for Proposal Closing:	February 1, 2024 at 2:00 p.m.
Evaluation of Proposals Completed	The Friday prior to Committee of the Whole or Council Meeting at which award will be considered February 12, 2024
Selection of Preferred Proposal	The Council Meeting at which the awarding By-Law is passed February 20, 2024
Notification to successful Proponent	The business day next following the Council Meeting noted immediately above February 21, 2024

Real Estate Services

2. Inquiries/Questions

All questions concerning this Proposal must be directed in **writing** (email or facsimile) to: Christine Goulet, Clerk

clerk.registration@redlake.ca or Fax: (866) 681-2954

Questions must not be directed to anyone else. Questions will be responded to in the form of an "Addendum" to the Request for Proposal, which will be distributed to all registered Proponents known to the Municipality.

3. Proposal Opening/Confidentiality Assurance

Be advised that all Proposals that are received on time will be opened in a public setting however the Proposals themselves will be maintained in confidence.

All Proposals submitted to the Municipality become the property of the Municipality and as such, become subject to the "Municipal Freedom of Information and Protection of Privacy Act". While the Municipality considers all Proposals to be confidential, and will involve the Proponent in any proceeding challenging that position, it must be understood that the Municipality will not necessarily be the final decision-maker on that point.

4. Submissions

Two (2) original hard copies of the Proposal should be submitted on 8 ½ inch by 11 inch paper, including any Addendums that may have been issued under Section 2. The submission must be clearly identified as "REAL ESTATE SERVICES". Additionally, a digital copy (pdf) of the Proposal shall be submitted on a flash drive as part of the submission.

5. Initial Screening

The Requisitioning Department Head for the department leading this project (acting individually or together with a team of others) will review and evaluate all Proposals. They will be checked to make sure that they comply with the terms and conditions of this Request for Proposal document. Any Proposal that does not meet all of the necessary criteria has to be rejected without further consideration. A guide to mistakes and irregularities is included in the Municipality's policy for the processes for tenders, requests for proposals and quotations (which is attached to and forms a part of this Request for Proposal document).

6. Award Options

The Requisitioning Department Head for the department leading this project (with or without a team of others) reserves the right, privilege, entitlement and absolute discretion, and for any reason whatsoever to:

- 1. accept a Proposal which is not the one with the lowest cost;
- 2. reject a Proposal, even if it is the one with the lowest cost;
- 3. reject a Proposal even if it is the only Proposal received;
- 4. accept the Proposal that the Requisitioning Department Head considers to be most favourable to address the scope of work;
- 5. accept or reject any and all Proposals, whether in whole or in part;
- 6. accept or reject any unbalanced, irregular, or informal Proposals; and/or
- 7. reject any Proposal submitted (directly or indirectly) by a Proponent who is involved in a dispute with the Municipality or who owes the Municipality money. The Municipality of Red Lake reserves the right to define who can be qualified to bid for work or supply goods and services to the Municipality and reserves the right to exercise its intent to not contract with persons for the provision of goods and services who have delinquent accounts with the Municipality in accordance to the Qualified Suppliers Policy (Section 4.12 Financial Services and Control Policy Manual)

7. Proponent's Statement of Understanding

The submission of a Proposal is the Proponent's assurance to the Municipality that it has carefully examined this Request for Proposal document, <u>and</u> the Municipality's Tender/RFP/Quotation Policy. The Proponent acknowledges that it understands these documents and has had sufficient opportunity to get clarification on any or all portions of them that it did not understand.

8. Irrevocability of Proposals – Binding Agreement

Until the closing time, any Proponent may withdraw its previously submitted Proposal, whether or not another is submitted in its place. However, upon closing time, all Proposals become irrevocable.

The submission of a Proposal is the Proponent's assurance to the Municipality that, if its proposal is selected, it will become legally bound to the Municipality by agreement. The terms and conditions of this Request for Proposal document, the Municipality's policies, and the Proponent's Proposal (in that order of preferential sequence) will form the foundation of the contract between the successful Proponent and the Municipality.

9. Errors and Omissions

Nothing verbally said to anyone by anyone can modify any provisions of this Request for Proposal document. Any modification or clarification must be in writing, issued by the Requisitioning Department Head leading the project. All of these written materials, called "Addendums", will be issued in accordance with Section 2 and will become part of the Request for Proposal document.

10. Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing a Proposal and for subsequent negotiations with the Municipality, if any. If the Municipality elects to reject all Proposals, the Municipality will not be liable to any Proponent for any claims, whether for costs or damages incurred by any Proponent in preparing its Proposal, for loss of anticipated profit in connection with any final agreement, or for any other matter whatsoever.

11. Insurance

The successful Proponent must obtain, maintain, and pay for Comprehensive General Liability Insurance with an insurer acceptable to the Municipality. This insurance coverage shall be subject to limits of not less than five million (\$5,000,000.00) dollars, inclusive, per occurrence, for bodily injury, death and damage to property, including loss of use of property, for any one occurrence. All required insurance must be endorsed to provide the Municipality with thirty (30) days' advance written notice of cancellation or material change.

The successful Proponent will provide the Municipality with evidence of the required insurance, in the form of a completed Certificate of Insurance, immediately following execution and delivery of the formal legal Agreement.

12. Compliance with Applicable Law

The successful Proponent must make sure that its operations, and all of the services and products that it provides relating to this project, are in accordance with, and appropriately authorized under, all relevant and applicable law. Some of the many laws that might apply are: the Workplace Safety and Insurance Act, 1997, the Occupational Health and Safety Act, the Accessibility for Ontarians with Disabilities Act, 2005. Other laws will also apply, and they could be provincial or federal statutes or regulations, or municipal by-laws and policies. The successful Proponent is responsible for applying for and receiving any required authorizations or licences to undertake the work associated with the project.

The successful Proponent <u>guarantees to the Municipality</u> that it does, and that it will continue to comply with all applicable laws in this regard.

Real Estate Services

The successful Proponent will allow the Municipality to view its books and records, including personnel training records, where reasonably necessary, to satisfy itself that this Section is being complied with.

13. Professional Operations

The successful Proponent <u>guarantees to the Municipality</u> that it will run the project in a professional and prudent manner without negligence. It will be sure that its staff (including contract workers or volunteers) are properly trained and provide quality customer service to patrons of the project.

14. Indemnification

The Proponent shall be responsible for all damages, losses, or expenses caused by it, its employees, agents, volunteers and sub-contractors that arise out of the work associated with the project. This may be due to the existence, location, condition of work relating to the project, to any materials, plant or machinery used for the project, or which may happen by reason of the successful Proponent's failure (or the failure of those for whom it is responsible) to do or perform any or all of the things required to be done by them under the Proposal. The successful Proponent agrees to indemnify and hold the Municipality harmless from any such damages, losses, or expenses, or claims by third parties, including any and all legal costs incurred by the Municipality in connection.

15. Termination for Cause

The Municipality retains the right to terminate the Agreement with the successful Proponent at any time, in whole or in part, if the work is not performed in strict accordance with the Agreement. This applies even if the Municipality has been lenient to the successful Proponent with respect to the same or a different performance issue.

16. Laws of Ontario

The Agreement resulting from this Request for Proposal will be governed by, and will be construed and interpreted in accordance with, the laws of the Province of Ontario.

17. Encumbered Goods

The Proponent <u>guarantees to the Municipality</u> that the goods, inventory and equipment being supplied to the project, are free and clear of any liens, charges, encumbrances, mortgages, hypothecations, copyright, patents or any third party statutory claims, excepting any for which it has provided the Municipality with written notice.

REQUEST FOR PROPOSAL

Real Estate Services

18. Conflict of Interest

In its Proposal, the Proponent must disclose to the Municipality any possible conflict of interest that might compromise the project. This applies to actual conflicts of interest, and also to circumstances that might lead an ordinary person to believe that a conflict of interest exists, even if it does not. If a conflict of interest exists or appears to exist, the Municipality may, at its discretion, refuse to consider the Proposal. If the Proponent becomes aware of a possible real or apparent conflict of interest after it has submitted its Proposal but before the selection process has been completed, that Proponent must inform the Municipality by contacting the individual identified in Section 2.

19. Negotiations

Each Proponent must prepare its Proposal with the understanding that the Municipality may select the successful Proponent on the basis of the Proposals received, without discussion. Each Proposal should contain the Proponent's best terms and information, including all required documents as listed. The Municipality reserves the right to enter into negotiations with any Proponent. If the Municipality and a Proponent cannot negotiate a successful agreement, the Municipality may terminate the negotiations and begin negotiations with another Proponent. This process may continue until an agreement has been executed or all Proponents have been rejected. No Proponent shall have any rights against the Municipality arising from negotiations.

Part II – for use by individuals – see next page for use by incorporated Proponents

STATEMENT OF UNDERSTANDING (INDIVIDUALS)

I declare that I have read and understand Part I to Part VI of this Request for Proposal document with respect to the REAL ESTATE SERVICES.

I also acknowledge that Part I to Part VI, inclusive, form the complete Request for Proposal document and shall be returned to The Corporation of the Municipality of Red Lake as the RFP submission.

Name(s) of each Proponent:		
Dated at the (insert City/Town and Province whe	ere document was signed)	
This day of, 20 (insert date on which document was signed)		
Signatures:		
Signature of Witness (an individual Proponent's signature must be signed before a witness who must also sign here):	Signature of Proponent (or, where there is more than one individual Proponent, one representative Proponent):	
Print witness' name legibly beneath signature	Print Proponent's name legibly beneath signature By signing, I am representing that each individual Proponent (where there is more than one) has authorized me to sign on all of our behalves and we are all bound by this signature)	

Part II – for use by corporate Proponents- see prior page for individuals

STATEMENT OF UNDERSTANDING (CORPORATIONS)

am the (insert title) of the Proponent. I declare that I have read nd understand Part I to Part VI of this Request for Proposal document with respect to ne REAL ESTATE SERVICES on the corporation's behalf.			
l also acknowledge that Part I to Part VI, inclusive, form the complete Request for Proposal document and shall be returned to The Corporation of the Municipality of Red Lake as the corporation's RFP submission.			
Formal, legal name of o	corporate Proponent:		
Dated at the	/Town and Province wher	e document was signed)	
	day of on which document was		
	Signature(s) on beha	alf of corporate Proponent	
		(Print signatory's name and title legibly beneath signature) c/s (Print signatory's name and title legibly beneath signature) By signing, I/we am/are representing that I/we have been duly authorized by the corporate Proponent to execute this Proposal, and that our signatures bind the corporation on whose behalf we have executed, whether or not the corporate seal is applied	

PART III

ACKNOWLEDGEMENT OF ADDENDUMS

I/WE declare that I/WE have carefully examined all Addendums (as referenced in Section 2) and hereby acknowledge that these Addendums are part and parcel of any Contract to be let for all work described in this Request for Proposal document.

Addendum No. 1		Addendum No. 4
Addendum No. 2		Addendum No. 5
Addendum No. 3		Addendum No. 6
Addendam No. 5		/ tadonadiii iyo. o
Check here if NO	D Addendum was rec	eived
Dated at the		
(insert City/T	own and Province where docun	nent was signed)
This	day of	, 20
(insert date o	n which document was signed)	
	Signature(s) on beh	nalf of corporate Proponent
		2
		(Print signatory's name and title legibly beneath signature)
		c/s
		(Print signatory's name and title legibly beneath signature)
		By signing, I/we am/are representing that I/we have been
		duly authorized by the corporate Proponent to execute this Proposal, and that our signatures bind the corporation
		on whose behalf we have executed, whether or not the
0: (((())))	15 (/)	corporate seal is applied
Signature of/for individ		
Signature of Witness (an individual Proponent's signature must be signed before a witness who must also sign here):		Signature of Proponent (or, where there is more than one individual Proponent, one representative Proponent):
900,700 (0.01 14 0)		
Print witness' name legibly bene	ath signature	Print Proponent's name legibly beneath signature
		By signing, I am representing that each individual Proponent
		(where there is more than one) has authorized me to sign on all of our behalves and we are all bound by this signature)

PART IV

Terms of Reference

Background

The Municipality of Red Lake invites proposals by a licensed Ontario realtor to supply real estate services in order to achieve the best possible return. The successful Proponent will have the exclusive right to help market, advertise and sell municipal property declared as surplus and available for sale to the general public.

Scope

The Municipality is seeking the services of an experienced and proven realtor to market and dispose of available municipal properties from time to time. The Municipality cannot guarantee the quantity or frequency of properties to be listed. The Municipality reserves the right to choose which municipal properties it wishes to list with the realtor. This proposal does not include municipal property to be sold by public auction, public tender, direct sale, land exchange or call for proposals.

In addition to the marketing and disposing of municipal property declared as surplus, the realtor will be required to provide the following services:

- provide advice to the Municipality on the current selling price;
- recommend price readjustments from time to time, with consideration given to length of time the property has been available for sale, market fluctuation etc.
- be the main point of contact for potential buyers and respond to enquiries accordingly.
- provide tours of the property to potential buyers
- in consultation with the Municipality, negotiate all reasonable offers
- provide periodic feedback on listings (number of inquiries, potential buyer feedback)

This RFP only relates to the marketing and disposition of available property by the Municipality and does not include Appraisal services. Should Appraisal services be required, the Municipality reserves the right to solicit a realtor of choice.

The proposal must contain the following:

1) Realty Fees.

Real Estate Services

Proposals must include a proposed price to perform the service which includes all expenses to complete the sale.

Prices shall be stated in the form of a percentage (%) of the sale price per transaction.

The realtor will be required to enter into a one (1) year contract with The Corporation of the Municipality of Red Lake at the realty fee as submitted. The agreement may be renewed up to an additional three (3) years, at the existing or renegotiated price, upon mutual consent and approval by both parties.

2) Background and Experience.

Outline the experience and qualifications of the broker of record/principal and any other personnel who will be directly involved with providing this service. Please include years in business, location, number and nature of professional staff to be assigned to this contract. Provide examples of any services provided to other municipalities/similar organizations or of similar scope, if applicable. Proponents must identify any potential conflicts of interest the realtor may have in providing services to the Municipality, including when it comes time to listing a municipal property for sale.

3) Methodology.

Proposals should include a description of the marketing and advertising strategy/techniques that will be used to successfully lead to a sale, as well as target user groups. Proponents may include information about, but not limited to, listing methods, open houses, professional and informal networks to be accessed/utilized, websites, social media, signs, pictures, video etc. to attract buyers. Please specify if the realtor's marketing strategy and advertising methods would extend to include markets, beyond the local and regional marketplace (ie. Point2). Please also specify how the realtor would market and advertise lakefront properties, as well as commercial property to attract developers.

Proponents shall list municipal properties on the Multiple Listing Service (MLS) database.

The Municipality will continue to advertise available municipal property, as part of our legislated requirement to maintain a public land registry, by way of our municipal website, social media and any other municipal sources as it deems necessary, with the realtor to be listed as the main point of contact.

4) Other.

It is preferred that the municipal Agreement of Purchase and Sale (APS – copy available upon request) be used for all municipal real estate transactions, however, consideration

REQUEST FOR PROPOSAL

Real Estate Services

will be given to use of the Ontario Real Estate Association (OREA) Agreement of Purchase and Sale (Form 100), providing the OREA addresses all clauses contained within our existing APS, in order to protect the Municipality's interests.

5) Properties.

At a minimum, the Municipality agrees to the listing of the following vacant properties by the realtor:

Residential

6 A Bruce Channel, McKenzie Island (lakefront)

200 St. Paul's Bay, Red Lake (lakefront)

116 McManus Street, Balmertown (lakefront)

Commercial

11 Fifth Street, Balmertown

Evaluation Criteria

Each Proponent shall submit a completed proposal including all of the information as outlined in the Terms of Reference. The Municipality may elect to interview one or more of the Proponents to further evaluate their experience, ability or understanding of the proposed work. Municipal Staff will review and score the proposals and will recommend an award to Council based on the proposal which attains the highest score out of the evaluation criteria listed below. Council will have the final authority for the award of the proposal.

The proposal will be evaluated as follows:

Category	Points Available	
Commission % on final sale price	50	
Experience	20	
Sales Methodology	30	
Total Available Points	100	

Full points will be awarded to the lowest commission % on sale price

PART V

REFERENCES

Proponents are asked to provide a minimum of 3 references of similar contract size. If the Proponent is new in this business, alternative references may be submitted.

Reference #1			
Company:			
Contact Person:			
Address:			
City:		Postal Code:	
Telephone:	_Fax:		
Contract Value:			
Reference #2			
Company:	 		
Contact Person:			
Address:			
City:		Postal Code:	
Telephone:	_Fax:		
Contract Value:			
Reference #3			
Company:			
Contact Person:			
Address:			
City:		Postal Code:	
Telephone:			
Contract Value:			

PART VI

<u>Signature</u>

The Proponent has carefully examined the proposal document in its entirety and submits the **price** according to these documents.

The Proponent by this bid offers to complete the proposal as per all documents.

Name of Company or Individual(s) forming the "Proponent" Street Address or		
P.O. Box #		
City and Province		
Postal Code		
Dated at the	own and Province where docum	nent was signed)
This	day of n which document was signed)	, 20
(insert date of	n which document was signed)	
	Signature(s) on beh	alf of corporate Proponent
		(Print signatory's name and title legibly beneath signature)
		c/s
		(Print signatory's name and title legibly beneath signature)
		By signing, I/we am/are representing that I/we have been duly authorized by the corporate Proponent to execute this Proposal, and that our signatures bind the corporation on whose behalf we have executed, whether or not the corporate seal is applied
Signature of/for individ	ual Proponent(s):	
Signature of Witness signature must be signed before here):	an individual Proponent's	Signature of Proponent (or, where there is more than one individual Proponent, one representative Proponent):
Print witness' name legibly beneath signature		Print Proponent's name legibly beneath signature By signing, I am representing that each individual Proponent (where there is more than one) has authorized me to sign on all of our behalves and we are all bound by this signature)

(The Municipality's Signature is on the following page)

REQUEST FOR PROPOSAL

Real Estate Services

	The Corporation	on of the Municipality of Red Lake:
		Fred Mota, Mayor
		c/s Christine G. Goulet, Clerk
Dated at Balmertown, Ontario, this	day of _	, 20

PROPONENT'S CHECKLIST

Completion (2) Original Request for Proposal Documents
Signed Statement of Understanding
Signed Acknowledgment of Addendums

References

Signature Page

Completed Submission Label for Envelope (if utilizing)

REQUEST FOR PROPOSAL

Real Estate Services

RETURN ADDRESS:	
Telephone:	
DELIVER TO:	
The Corporation of	of the Municipality of Red Lake
Р	O. Box 1000
	2 Fifth Street
Baln	nertown, Ontario
	P0V 1C0
SEALED PROPOSAL:	
RFP – REAL ESTATE SERVICES	
	Municipal Use Only
	Received By:
	Date Stamped: