



**THE CORPORATION OF THE
TOWNSHIP OF TAY**

REQUEST FOR PROPOSALS

REAL ESTATE SERVICES

R.F.P. CLOSING DATE IS: FRIDAY, MARCH 9, 2012 (2:00:00 P.M.)

**Alison Thomas, Clerk
Township of Tay
P.O. Box 100
450 Park Street
Victoria Harbour, ON
(705) 534-7248 ex. 240
athomas@tay.ca**

Dated February 25, 2012

SECTION A

DIRECTION TO BIDDERS

A.1 SCOPE OF PROPOSALS:

The Corporation of the Township of Tay invites prospective Real Estate Agencies/Agents to submit Proposals to provide a comprehensive suite of realty services to the Township of Tay. The intention is to establish a service supply agreement for an initial five (5) year period with an option for a second five (5) year term at the Township's sole discretion.

The objective of this Request for Proposal (RFP) is to receive proposals from qualified Real Estate Agencies/Agents who are members of the Southern Georgian Bay Real Estate Association and who demonstrate the ability to represent and advise the Township of Tay on matters related to the purchase and sale of whole properties at market value, and achieve the best overall value for the Township. This will allow the Township to select the best value and most appropriate proposal to facilitate the sale of surplus municipal lands and the purchase of property as may be required from time to time. The submissions will be evaluated by the Township based on the qualifications and demonstrated ability to adhere to the requirements outlined in this document.

A complete list of services/duties to be performed is attached hereto as Appendix "A".

A.2 DELIVERY AND CLOSING DATE FOR PROPOSALS:

Proposals must be received no later than 2:00 P.M. Friday, March 9, 2012. Any proposals received after this deadline will not be reviewed or considered. Proposals must be submitted in a sealed envelope, clearly marked as to contents and be addressed to the Township Clerk.

Proposals must be submitted on the Prescribed Form attached hereto as Appendix "B".

A.3 TYPE OF CONTRACT:

The successful proponent will be required to enter into a contract with the Township of Tay for the provision of Realty Services to the Township. Remuneration will be based on a commission established as a percentage of the selling price of the subject property. The contract will end upon five (5) years, however, may be extended by an additional five (5) year term at the sole discretion of the Township. The contract will be able to be terminated by either party with 3 months' written notice.

A.4 FAILURE TO PERFORM:

In the event that a successful Proponent is unable to accept an assignment due to a lack of available resources, or if the Proponent fails to meet established deadlines, the Township reserves the right to immediately cancel the contract in its entirety and contract with another party.

A.5 LIMITATION:

The services provided by the successful bidder (the "Agency/Agent of Record") will be primarily related to the purchase and sale of whole properties and may or may not include land acquisitions or disposals as related to requirements for road allowances or the installation of other public services. Nothing in this RFP or a subsequent contract shall be construed to prevent the Township from acting on its own behalf or from working with another Agency/Agent on a specific transaction if the Township deems that it is in the best interest of the Township to do so. No commission or other remuneration will be payable to the Agency/Agent of Record in such a circumstance.

A.6 ASSIGNMENT:

The successful bidder will not assign or transfer any portion of the contract services/duties without prior approval to do so by the Township.

A.7 COMPLIANCE WITH APPLIABLE LAWS:

A condition of the contract will be the requirement that the successful Proponent comply with all applicable laws of Ontario and Canada, including the Occupational Health and Safety Act (Ontario), the Ontario Human Rights Code, the Pay Equity Act (Ontario) and the privacy statutes applicable in the province of Ontario as well as any applicable municipal by-laws.

A.8 SELECTION PROCESS:

The proposals will be evaluated by Township staff. A report will then be submitted to Council for consideration. If required, following a review of proposals submitted, an interview will be held with the best ranked proponents. The successful bidder will then be contacted to arrange for execution of the contract.

Proponents will be evaluated on the basis of:

- Experience
- Reliability
- Price

plus any other factors that the Township deems to be necessary or material in its sole discretion.

Bidders are encouraged to submit a list of references with their proposal. Submission of a reference list will be deemed as permission from the bidder for the Township to consult the references listed therein.

A.9 INFORMATION TO BE INCLUDED WITH PROPOSALS:

Two (2) original proposals in the form of Appendix "B" are to be submitted. Proposal submissions should be no more than ten (10) pages in length (not including promotional materials) and contain the following information:

- a) a title page setting out the Proponent's legal name, address, telephone and fax numbers, email address and name of primary contact;
- b) the name, address and phone number (office and cell) of the principal contact person that would be available outside regular business hours;
- c) a detailed description of the type of services proposed to be offered;
- d) if applicable, names of colleagues and/or others who would provide services in partnership with the Proponent;
- e) a description of the experience of the Proponent including the number of years in the real estate industry, the number and type of real estate transactions or projects completed and a description of any other relevant professional experience;
- f) a description of the extent of the proponent's experience with municipalities, and of relevant residential and commercial background.

A.10 ACCEPTANCE OR REJECTION OF PROPOSALS:

The Corporation of the Township of Tay reserves the right to reject any or all proposals received or to award the contract to other than the bidder submitting the lowest priced proposal as Council determines, in its sole and absolute discretion, to be in the best interest of the Township.

Proposals not meeting the submission requirements provided for in this document will be rejected.

A.11 ACCEPTANCE PERIOD:

The proponent hereby acknowledges that offers contained in the proposal submitted to the Township shall remain open for acceptance by the Township for a period of not less than sixty (60) days from the closing date as provided in Section A.2 of this document.

A.12 SERVICES CONTRACT:

The successful contractor will be required to enter into the Township's form of "Consulting Services" Contract with the Township.

Sample Contract document attached as Appendix "C".

A.13 FREEDOM OF INFORMATION:

All information provided by a Proponent submitted to the Township become the property of the Township and as such, are subject to the "*Municipal Freedom of Information and Protection of Privacy Act*".

To prevent the release of information the proponent must state the information is submitted in confidence and indicate the nature of the confidential information and what harm would result from the release.

A.13 TOWNSHIP CONTACT PERSON:

Questions with respect to the requirements or for further information please contact Alison Thomas, Clerk at:

Township of Tay
450 Park Street
P.O. Box 100
Victoria Harbour, ON
L0K 2A0
(705) 534-7248 ext. 240

Fax: (705) 534-4493
e-mail – athomas@tay.ca

APPENDIX 'A'
TOWNSHIP OF TAY

REAL ESTATE SERVICES - LIST OF DUTIES

Proponent's Responsibilities, Duties & Qualifications

The Proponent will be fully responsible for worker safety, public safety, public liability and property damage with regards to any work/services under this contract:

- a) All personnel working for the Proponent shall work in a safe manner at all times within the requirements of the Occupational Health and Safety Act and Regulations
- b) The Proponent's workers shall be covered by Workman's Safety and Insurance Board. A Certificate of Clearance shall be submitted to the Town, if requested
- c) The Real Estate Firm or Broker must be a member of the Southern Georgian Bay Real Estate Association.
- d) The Real Estate Firm or Broker must be a member in good standing and adhere to their professional code of ethics/conduct.
- e) The successful proponent must have five (5) or more years as a registered/qualified real estate agent/broker.
- f) The successful proponent should be very familiar with real estate, residential and commercial properties and market values in the local and surrounding area, negotiating strategies, and contract/agreement preparation.
- g) The successful proponent must post at least one "For Sale" sign at the subject property/properties which includes the name of the firm or broker and applicable contact information.
- h) The successful proponent must have access and be able to list the land for sale through the Multiple Listing Service (MLS).
- i) Ensure that all prospective purchasers are made aware that the highest or any offer may not necessarily be accepted.
- j) Submit all Offers to Purchase through the Municipal Clerk for presentation to Council.

k) Attend Council Meetings as may be required.

APPENDIX 'B'

TOWNSHIP OF TAY

REAL ESTATE SERVICES

CONTRACT PRICE SUBMISSION - PRESCRIBED FORM

The Township of Tay Request for Proposals to be submitted for Realty Services.

PROPOSAL BY:

INDIVIDUAL (S) OR FIRM NAME

ADDRESS

POSTAL CODE

PHONE NO.

(HEREINAFTER CALLED "BIDDER")

The Bidder has carefully examined the provisions, specifications and conditions provided in the Request for Proposals and the Bidder understands and accepts the said specifications and conditions, and for the price set forth in this document thereby offers to furnish the required labour and services to complete the work in strict accordance with the provisions, specifications and conditions contained in the Request for Proposal.

The Bidder agrees:

1. that the price submitted includes the provision of all required labour required to perform the services required by the Township;
2. that the Bidder will take responsibility for any Health and Safety violations as well as the cost to defend any charges as the result of violations; and
3. that this proposal is subject to a formal contract being prepared and executed by the Bidder and the Township.

4.

The Bidder covenants:

1. that his/her personnel are covered by Workplace Safety and Insurance Board or like private coverage; and
2. that the individuals performing the service are properly trained and familiar with the Occupational Health and Safety Act

The Bidder consents to the Township performing checks with those references provided as required by the RFP.

Proposal price submitted for contract covering an initial five (5) year period with an option for a second five (5) year term:

Service	Commission Rate(s) & Explanation of Rate(s)
When acting as our Agent for municipal property PURCHASE — <i>and there is no listing agreement in place for the subject property and provided that the transaction is successfully completed</i>	Residential: _____ % of selling price Industrial / Commercial / Institution: _____ % of selling price Vacant Land: _____ % of selling price
When acting as our Agent for municipal property SALE – <i>and provided that the transaction is successfully completed</i> <i>*You acting as our agent will be responsible to pay any commission payable to the purchaser’s agent.</i>	Residential: _____ % of selling price Industrial / Commercial / Institution: _____ % of selling price Vacant Land: _____ % of selling price

DATE: _____ SIGNED: _____
 Per Company

 Please Print Name

 Position Held

NOTE: If the Bidder is a limited company, then this proposal must be signed by the signing officers and the corporate seal affixed.

APPENDIX 'C'

TOWNSHIP OF TAY

REAL ESTATE SERVICES CONTRACT

SAMPLE CONTRACT

AGREEMENT BETWEEN TOWNSHIP AND CONTRACTOR

AGREEMENT made in triplicate this day of _____ 2012.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF TAY
450 PARK STREET
P. O. BOX 100
VICTORIA HARBOUR, ONT.
LOK 2AO

Hereinafter referred to as the "Township",

and –

insert contractor name

Hereinafter referred to as the "Contractor."

The Township and the Contractor are collectively referred to herein as "Parties".

WHEREAS the Township has identified the need to contract real estate services and has prepared Request for Proposals for the said contract;

AND WHEREAS the Contractors' proposal, referred to herein as the "Proposal", for the completion of the project has been accepted by the Council of the Corporation of the Township of Tay and the said contract awarded to the Contractor;

NOW THEREFORE in consideration of the mutual promises hereinafter contained, the Parties acknowledge and agree as follows:

PART 1. CONTRACTOR SERVICES:

- 1.1 The Contractor hereby agrees to perform all duties/services contained on the list attached hereto as Appendix "A" in the time frames provided therein.
- 1.2 The contract term will cover a five (5) year period from _____ to _____ with an option for a second five (5) year term at the Township's sole discretion.
- 1.3 The Contractor agrees that the initial Request for Proposal dated February 2012 forms part of the Contract with the only changes being the contract price and some of the duties included within Appendix "A" which is attached hereto.
- 1.4 The Contractor agrees to do all that is necessary to expertly complete the services and requirements as set out in 1.3 above.
- 1.5 The Contractor agrees not to assign or transfer any portion of this contract without prior written approval from the Township.
- 1.6 The Contractor shall receive written approval from the Township prior to changing any personnel performing duties related to this contract who were not named in the personnel list provided within the initial request for proposal.
- 1.7 The Contractor shall keep confidential any personal information or confidential information communicated to or acquired by the Contractor during the course of the Contract in accordance with the *Municipal Freedom of Information and Protection to Privacy Act*.

PART 2. TOWNSHIP'S RESPONSIBILITIES

- 2.1 The Township shall perform the tasks and make available the equipment/supplies explicitly identified as obligations of the Township in Appendix "A" attached hereto.
- 2.2 The Township shall give due and reasonably expeditious consideration to all matters arising in the course of the completion of the Contract that require direction or a decision by the Township in order that the Contractor will not be unreasonably delayed in carrying out the duties/services of the Contract.

PART 3. FEES AND DISBURSEMENTS

- 3.1 Remuneration for the work to be performed as required under this agreement will be based on a commission established as a percentage of the selling price of the subject property as set out in the Proposal.

PART 4. GENERAL CONDITIONS

- 4.1 The Contractor shall indemnify and save harmless the Township from and against all claims, actions, losses, expenses, costs or damages which the Township may suffer as a result of negligence by the Contractor or its employees or agents, in the performance or rendering of, or the failure to perform or render, or the failure to exercise reasonable care, skill or diligence in the performance of any work or services required.
- 4.2 The Contractor shall provide certification of Workplace Safety and Insurance Board (W.S.I.B.) coverage or confirmation of private coverage prior to commencing any work. The Contractor shall also provide to the Township a Certificate of Clearance from the W.S.I.B. that all coverage is current.
- 4.3 Contractors must have liability insurance for a minimum amount of \$2,000,000.00 during the life of the Contract. Proof of insurance must accompany this agreement.
- 4.4 The Township may request, from time to time, additional W.S.I.B. Certificates of Clearance and same shall be provided within three (3) working days.

The Township may withhold payment until such satisfactory evidence of the Certificate is provided.

- 4.5 The Township may terminate this contract effectively immediately and without penalty if, in the opinion of the Township, the required duties and/or services are not being carried out in a manner satisfactory to the Township. Notice of such termination will be provided in writing to the Contractor. Either party may terminate the contract at any time by providing 90 days prior written notice to the other party.
- 4.6 All notices, requests and other communications required in writing in this Agreement shall be deemed to have been duly given at the time of delivery or two days after the day of mailing if mailed by first class mail postage prepaid and addressed:

to the Township at:

The Corporation of the Township of Tay
450 Park Street
P. O. Box 100
Victoria Harbour, Ontario
LOK 2A0

to the Contractor at:

4.7 This Agreement shall come into force on the date it is executed by the parties.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto.

Dated this day of 2012.

THE CORPORATION OF THE TOWNSHIP OF TAY

MAYOR

CLERK

We have authority to bind the Corporation

CONTRACT COMPANY

OWNER