



**Request for Proposal
Real Estate Brokerage Services**

Request for Proposal No.: **RFP47-2021**

Issued: **Wednesday, November 3rd, 2021**

Submission Deadline: **Thursday, November 25th, 2021 by 2:00:00 pm local time**



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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposal (“RFP”) is an invitation to qualified, professional real estate brokers (the “Broker”) to submit Proposals for real estate services for the sale of land at 5925 Summer Street and the adjacent parking lot, Niagara Falls, Ontario (the “Property”) as further described in Appendix D.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be:

Jessica Curno – Procurement Agent – jcurno@niagarafalls.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the City, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

1.3 Contract for Deliverables

1.3.1 Type of Contract

The selected proponent will be requested to enter into direct contract negotiations to finalize a listing agreement with the City for the provision of the Deliverables. Proponents should submit a sample Form of Listing Agreement and attach and include same as (Appendix A) in the submission response. This proposed listing agreement is to form the basis for commencing negotiations between the City and the selected proponent. It is the City’s intention to enter into a listing agreement with only one (1) legal entity per awarded contract.

1.4 RFP Timetable

1.4.1 Key Dates

Issue Date of RFP	Wednesday, November 3 rd , 2021
Deadline for Questions	Friday, November 12 th , 2021 by 2:00:00 pm local time
Deadline for Issuing Addenda	Thursday, November 18 th , 2021 by 2:00:00 pm local time
Submission Deadline	Thursday, November 25 th , 2021 by 2:00:00 pm local time
Rectification Period	Two (2) working days after notification
Anticipated Contract Award (subject to approval)	January, 2022



City Contract Lead	Kathy Moldenhauer
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The RFP timetable is tentative only, and may be changed by the City at any time. For greater clarity, business days means all days that the City’s administrative office is open for business.

1.5 Submission of Proposals

1.5.1 Proposals to be Submitted at Prescribed Location

Sealed Submissions of the Proposal in a clearly marked envelope which includes the prescribed form(s) as instructed are to be delivered to:

Gale Centre Arena – Box Office
5152 Thorold Stone Road, Niagara Falls L2E 0A2
Attn: Procurement Division

1.5.2 Proposals to be Submitted on Time

Proposals must be submitted on or before the Submission Deadline set out in the RFP Timetable. Proposals received after the Submission Deadline will not be accepted. Proponents are advised to make submissions well before the deadline. Proponents making submissions near the deadline do so at their own risk.

Submissions received after the deadline, whether delivered personally, or if mailed, regardless of post markings, will not be considered. Fax or electronic (e-mail) submissions will not be accepted.

1.5.3 Proposals to be Submitted in Prescribed Format

Proposals should be in a clearly marked envelope and comprised, formatted and submitted as indicated below:

One (1) original “marked as original” and three (3) paper copies of the complete proposal including all Pricing Details and any attachments and Addenda;

One (1) electronic copy (USB Key) in either Microsoft Office or Adobe Acrobat format of the complete proposal, including the Pricing Details and Addenda.

1.5.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline. If amending the proposal, a written request must be made to the City’s Procurement contact.

1.5.5 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal prior



to the Submission Deadline, the proponent should contact the City's RFP Contact. To withdraw a proposal after the Submission Deadline, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent. The City is under no obligation to return withdrawn proposals.

[End of Part 1]

PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 Stages of Evaluation and Negotiation

The City will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the City will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the City issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix D).

2.3 Stage II – Evaluation

Stage II will consist of the following two (2) sub-stages:

2.3.1 Mandatory Technical Requirements & Pricing

The City will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Scoring of the submitted pricing of each proposal will be in accordance with the price evaluation method set out in Pricing (Appendix C). Questions or queries on the part of the City as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.2 Rated Criteria

The City will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in Section E of the RFP Particulars (Appendix D).



2.4 Stage III – Ranking and Contract Negotiations

2.4.1 Ranking of Proponents

After the completion of Stage II, scores will be added together and the proponents will be ranked based on their total scores. The highest scoring proponent will receive a written invitation to enter into direct contract negotiations to finalize the Listing Agreement with the City. In the event of a tie, the selected proponent will be the proponent selected by way of coin toss. The City reserves the right to publish the name of the selected proponent on the electronic bidding system.

2.4.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a Listing Agreement on the part of the City or the proponent, and there will be no legally binding relationship created with any proponent prior to the execution of a written Listing Agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the City and the selected proponent. Negotiations may include requests by the City for supplementary information from the proponent to verify, clarify, or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the City for improved pricing, reasonable changes in the scope or performance terms from the select proponent.

2.4.3 Time Period for Negotiations

The City intends to conclude negotiations and finalize the listing agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the City invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award, if any, listed in Appendix D, provide requested information in a timely fashion and conduct its negotiations expeditiously.

2.4.4 Failure to Enter into Agreement

If the parties cannot conclude negotiations and finalize the Listing Agreement for the Deliverables within the Contract Negotiation Period, the City may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until a Listing Agreement is finalized, until there are no more proponents remaining that are eligible for negotiations, or until the City elects to cancel the RFP process.

2.4.5 Notification of Negotiation Status

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]



PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in an integrated format, without reference to the content of websites or other external documents. The examination of the proponent's proposal should not require a reviewer to search outside the proposal for external documents. Any document not integrated with a proposal will not be considered to form part of the proposal.

3.1.4 References and Past Performance

In the evaluation process, the City may consider the proponent's references and may also consider the proponents past performance or conduct on previous contracts with the City or other institutions.

3.1.5 Information in RFP Only an Estimate

The City and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Proposal to be Retained by the City

The City will not return the proposal or any accompanying documentation submitted by a proponent.



3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The City makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Listing Agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all the documents comprising this RFP and may direct questions or seek additional information in writing by e-mail to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The City is under no obligation to provide additional information, and the City is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The City is not responsible for any misunderstanding on the part of the proponent concerning this RFP.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of the RFP and may contain important information, including significant changes to the RFP. Proponents are responsible for obtaining all addenda issued by the City. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the City determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the City may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify, and Supplement

When evaluating proposals, the City may request further information from the proponent or third parties in order to verify, clarify, or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D of the RFP Particulars (Appendix D). The City may revisit, re-evaluate, and rescore, or reject the proponent's proposal or ranking on the basis of any such information.



3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once a definite Listing Agreement is executed by the City and a proponent, the other proponents may be notified directly by public posting, in the same manner that this RFP was originally posted, of the outcome of the procurement process.

3.3.2 Debriefing

Proponents may request a debriefing after publication of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within thirty (30) days of such notification.

3.3.3 Procurement Protest Procedure

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with applicable procurement protest procedures. The notice must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the City in the preparation of its proposal that is not available to other proponents; (ii) having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP; (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP; (iv) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a Listing Agreement for the Deliverables, the proponent's other commitments, relationships, or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.



3.4.2 Disqualification for Conflict of Interest

The City may disqualify a proponent for any conduct, situation, or circumstances, determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The City may disqualify a proponent, rescind an invitation to negotiate or terminate a Listing Agreement subsequently entered into if the City determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.4 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.4.5 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or the ranking or selection of proponents pursuant to this RFP, or any listing agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.6 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

3.4.7 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the City; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.8 Past Performance or Past Conduct

The City may prohibit a proponent from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct;
- (b) refusal of the proponent to honour submitted pricing or other commitments;



- (c) any conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to have constituted a Conflict of Interest;
- (d) the involvement of the respondent in a lawsuit with the City; or
- (e) the respondent having threatened the City with a lawsuit within the previous two years.

3.5 Confidential Information

3.5.1 Confidential Information of the City

All information provided by or obtained from the City in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the City and must be treated as the City's confidential information;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent Listing Agreement for the Deliverables;
- (c) must not be disclosed without prior written authorization from the City; and
- (d) must be returned by the proponent to the City, or destroyed if so requested by the City, immediately upon the request of the City.

3.5.2 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal, including the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended ("*MFIPPA*"). Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the City to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, such questions are to be submitted to the RFP Contact.

3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and



- (b) neither the proponent nor the City will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract, or failure to honour a proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential Listing Agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the City by this RFP process until the successful negotiation and execution of a written Listing Agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written Listing Agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the City to enter into a Listing Agreement for the Deliverables.

3.6.4 Cancellation

The City may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

The Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]



APPENDIX A – FORM OF PROPOSED LISTING AGREEMENT

Proponents must provide a copy of the Proposed Listing Agreement they intend to execute with the City.

NOTE:

The Successful Proponent's Proposed Listing Agreement shall include provisions to cover the following:

- 1. The understanding that the City's own form of Agreement of Purchase and Sale, including special provisions, will be used.**
- 2. The understanding that the City has the sole right and discretion to accept or reject any offer to purchase submitted to it for approval and that no commission will be paid unless a sale is completed.**
- 3. The understanding that it is the intention of the successful proponent and the City that there will be a waiting period of at least three (3) weeks after the first offer to purchase has been received in order that as many multiple competent offers can be presented to the City by the successful proponent in order to obtain the highest, most acceptable offer to purchase.**
- 4. The City reserves the right to negotiate the terms and conditions of the Listing Agreement with the highest scoring proponent.**



APPENDIX B – SUBMISSION FORM

1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent (Broker):	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	



2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the City and the proponent unless and until the City and the proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

4. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

5. Addenda

The proponent is deemed to have read and taken into account all addenda issued by the City prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line: _____ . Proponents who fail to complete this section will be deemed to have received all posted addenda.

6. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

7. Conflict of Interest

Proponents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who: (a) participated in the preparation of the proposal; **AND** (b) were employees of the City within twelve (12) months prior to the Submission Deadline.



If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:



8. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the advisers retained by the City to advise or assist with the RFP process, including with respect to the evaluation this proposal.

Signature of Witness

Signature of Proponent
Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the
proponent.



APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

- (a) Proponents must provide in the proposed listing agreement the Brokerage Fee;
- (b) The Brokerage Fee shall be a percentage fee (Commission Percentage) of the accepted offer to purchase which shall cover all services identified in Scope of Service.
- (c) Commission Percentage must be provided in Canadian funds, inclusive of all applicable duties and fees, excluding HST, which should be itemized separately.
- (d) Proponents must provide the Proposed Sell Price(s) for the properties.

2. Evaluation of Pricing

Pricing is worth 25 points of the total score.

Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has submitted a proposal for, which will be calculated in accordance with the following formulas:

- $\text{Proposed Sell Price(s)} \times \text{Commission Percentage(s)} = \text{Total Commission Charges}$; and
- $\text{Lowest Price (Total Commission Charges)} \div \text{Proponent's Price (Total Commission Charges)} \times \text{Weighting} = \text{Proponent's Pricing Points}$

The Lowest Price (Total Commission Charges) will receive the highest point allotment (25 points).



APPENDIX D – RFP PARTICULARS

A. RFP Deliverables

1. Introduction

Real estate services to be provided for the sale of land at 5925 Summer Street including the adjacent parking lot, Niagara Falls, Ontario as further described in Appendix D.

Property #1 - Coronation Centre

- Recreation Centre
- Civic Address: 5925 Summer Street
- Approximately 19,755 square feet with over three floors
- Zoned General Commercial
- Appraisal Amount – \$1,100,000.00 (provided by Campbell & Company Appraisals Inc., July 7th, 2021)

Property #2 - Parking Lot

- Zoned Residential 1E Density Zone
- Vacant parking lot on the corner of Summer Street and Lowell Avenue that consists of 15 spots
- Civic Address: Not assigned
- Appraisal Amount – \$262,000.00 (provided by Campbell & Company Appraisals Inc, July 7th, 2021)

It is the City's intent that both properties are sold together.

No concessions from the City of Niagara Falls or the Regional Municipality of Niagara will be considered regarding development charges, property tax deferrals or parking.

2. Deliverables

2.1 Scope of Service

The successful proponent shall be required to perform the following tasks as part of the Scope of Service for the sale of the properties, whether as a consolidated or separate sales:

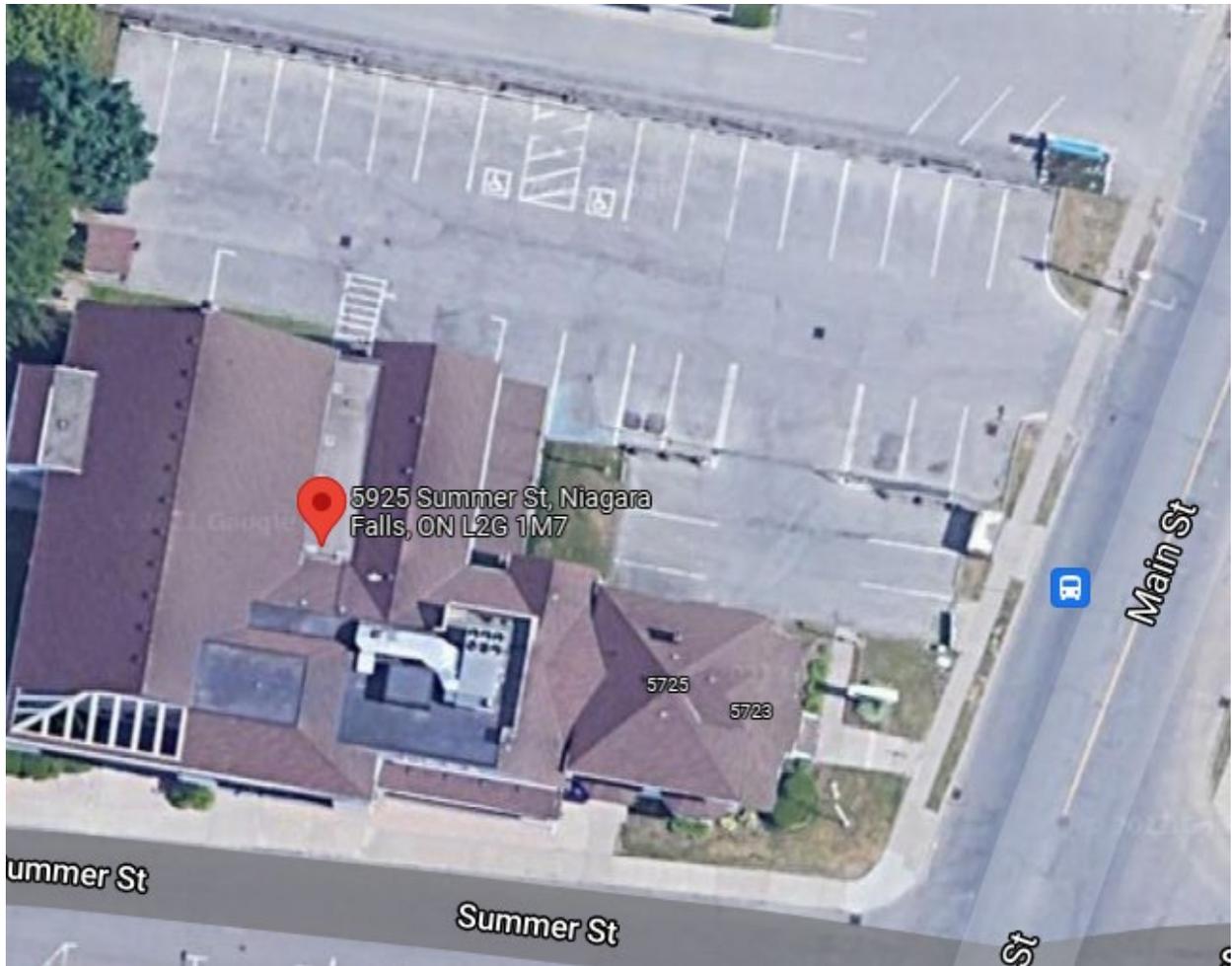
- a) Market the Property/Properties (including Multiple Listing Service)
- b) Develop strategies and marketing materials (electronic and/or hard copy and/or video) for sale of the Property
- c) Show the property to perspective buyers as required;
- d) Communicating with and reporting to the City on an ongoing basis regarding the status of services and the progress towards a successful sale of the property; and
- e) Negotiate the sale of the property, in consultation with City staff and in accordance with the City's by-laws, policies and procedures.



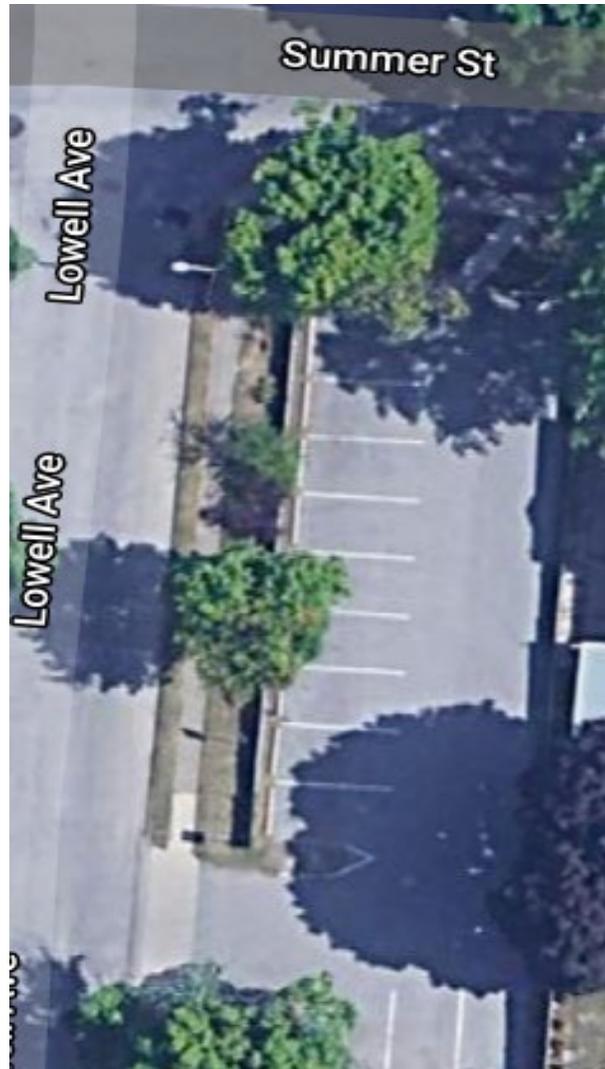
2.2 Property Details

Address	Coronation Centre - 5925 Summer Street, Niagara Falls, Ontario Parking Lot – Corner of Lowell Avenue and Summer Street
Legal Description	Coronation Centre - Lot D w/s Portage Road, Plan 653 abstracted as Block 2, Village of Niagara Falls; Part Block w/s Portage Road or Main Street, Plan 653 abstracted as Block 11, Village of Niagara Falls; Part Lot 8 w/s Portage Road, N or Lundy's Lane, Plan 653 abstracted as Block 2, Village of Niagara Falls as in RO279972; City of Niagara Falls Parking Lot – Part Block w/s Portage Road or Main Street, Plan 653 PT LOT 130 abstracted as Block 11, Village of Niagara Falls as in NF55034; City of Niagara Falls
Site Area	Approximately 34,530.62 sq. ft.
Building Area	19,755 square feet
Building Description	Coronation Centre is a Recreation Centre for older adults which was formally a church and has been expanded over the years. The building has over three floors and is in average condition.
Property Identification Number	Coronation Centre – 64315-0098 (LT) Parking Lot – 64315-0125 (LT)
Zoning	General Commercial (Coronation Centre) Residential 1E Density Zone (Parking Lot)
Official Plan Designation	Minor Commercial

2.3 Figure 1 – Property #1 (Coronation Centre)



2.4 Figure 2 – Property #2 (Parking Lot)



B. Material Disclosures

Proponent submissions must take into account the following assumptions in preparing and submitting proposals. The information contained in this RFP is supplied as a guideline for the Proponent. The information is not guaranteed or warranted to be accurate by the City of Niagara Falls, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponent from forming their own opinions and conclusions with respect to the matters addressed in this RFP.



Closing details for the sale of the Property, may include but shall not be limited to:

- The closing date shall be determined by the City;
- The Property shall be sold on an “as-is-where-is” basis;
- The final Agreement of Purchase and Sale shall be on the City’s form and will include the City’s standard terms and conditions and is subject to negotiation with the Purchaser;
- The following easements may be required to be retained by the City at or prior to closing:
 - Watermain;
 - Sanitary sewer; and
 - Storm sewer
- The City cannot fetter its discretion to make, approve, or modify Official plan policies or zoning by-laws by contract or agreement as a result of this RFP or consequent agreements; and
- All lobbying is strictly prohibited as noted throughout this RFP.

C. Mandatory Submission Requirements

i. Submission Format Requirements

Proposals should be formatted to the requirements listed below. Proponents will be scored on their comprehension of the Request for Proposal and completion of their submission.

- a. Proposals will only be accepted from Brokers. Individual submissions from Agents will not be accepted.
- b. Only one proposal per brokerage firm may be submitted, where multiple submissions are received from the same firm the last submission received, despite postage or other markings, shall be deemed the intended submission.
- c. Any additional information proponents wish to include such as Corporate Brochures, project photographs and letters of references shall be provided as Supplemental Information.

ii. Proposal Sections

Proposals shall be formatted with table of contents and proper labels for each section below.

- 1) Appendix B – Submission Form (completed and signed) and any addenda.
- 2) Appendix A – Form of Proposed Listing Agreement
- 3) Project Title Sheet, Company Profile and Statement
- 4) Agent/Team Qualifications and Experience
- 5) Strategy to Sell the Property
- 6) Comparable Sales Information and Suggested Pricing
- 7) Supplemental Information



iii. Pricing

Pricing (Appendix C) information must be included as identified in section 1.5.3 of this RFP.

iv. Supplemental Information

Proponent may include any additional information, however, this section will not be considered in the scoring matrix.

D. Mandatory Technical Requirements

A breakdown of the requirements for each of the sections is provided below:

i. RFP Deliverables Comprehension & Completion

Proponent to provide a project title sheet, company profile and a statement outlining their understanding of the Deliverables. The profile should include the number of years the brokerage firm has been in business both locally and in other areas (where applicable) and the size of the company including the number of agents.

The Proposal shall be formatted with a table of contents, in the proper order with proper labels for each section in accordance with section C - Mandatory Submission Requirements.

ii. Agent/Team Qualifications and Experience

Provide details on the proposed Agent or Team, including individual profile(s), detailing the Biography of the Agent or Team that will be assigned to the listing and include details of the similar transactions completed.

Provide a resume of the lead agent for this sales opportunity as well as any others who may be involved.

The lead agent's minimum experience requirement for similar transactions completed is five (5) years.

iii. Strategy to Sell the Property

Proponents are to provide a detailed sales strategy for the property. The strategy shall include confirmation and details of all items identified in the Scope of Services.

Initial requirement assumptions are as follows:

- Listing shall be for 180 days;
- Property to be marketed on an "as-is-where-is" basis;
- Applicable taxes are in addition to the sale price;
- Listing price shall be satisfactory to The Corporation of the City of Niagara Falls;



- Agreement of Purchase and Sale shall contain a condition noting it is subject to the approval of The Corporation of the City of Niagara Falls; and
- Sole responsibility lies with the prospective purchaser to obtain any required municipal or other government approval(s).

iv. Comparable Sales Information and Suggested Pricing

Provide sales information for comparable sites sold within the last twenty-four (24) months along with listing and selling price and amount of time on the market.

Provide a narrative of the recommended pricing for the property (Proposed Sell Price{s}). Elaborate on rationale for the proposed pricing. Identify any risks, or other attributes and characteristics regarding advantages as well as limitations of the property.

v. Proposed Listing Agreement and Other Information

Provide a proposed listing agreement (Appendix A) including provisions as noted.

Provide any other information which may be relevant in the award of this RFP. List all formal names of forms, agreements, etc., that will be required for the sale of a surplus property.



E. Rated Criteria

The following sets out the categories, weightings and descriptions of the rated criteria of the RFP.

Rated Criteria Category	Weighting (Points)
RFP Deliverables Comprehension & Completion <ul style="list-style-type: none"> • Statement of Understanding of Deliverables • Company Profile • Complete and Formatted in accordance with Mandatory Submission Requirements 	10
Agent/Team Qualifications and Experience <ul style="list-style-type: none"> • Details of Agent/Team including biographies • Lead Agent Resume 	25
Strategy to Sell the Property <ul style="list-style-type: none"> • Strategy Overview and Details • Marketing Materials (electronic/hard copy/video) • Communications & Negotiations with the City 	15
Comparable Sales Information and Suggested Pricing <ul style="list-style-type: none"> • Comparable Sites • Proposed Sell Price(s) and Rationale • Advantages and/or Limitations 	15
Proposed Listing Agreement and Other Information <ul style="list-style-type: none"> • Provisions as noted in Appendix A 	10
Pricing	25
Total Points	100



APPENDIX E – BID IRREGULARITIES

RESPONSES FOR ADMINISTERING IRREGULARITIES CONTAINED IN BIDS, WHERE APPLICABLE

	IRREGULARITY	RESPONSE
1.	Late Bids.	Automatic rejection.
2.	Unsealed Envelopes.	Automatic rejection.
3.	Insufficient Financial Security	
	A) No Bid Deposit, uncertified cheque, or financial security not an original (e.g. a photocopy or a facsimile of a financial security).	Automatic rejection.
	B) Amount of financial security is insufficient:	Automatic rejection.
	C) i. Name or signature of Supplier is missing or incomplete.	Automatic rejection.
	ii. Seal of Supplier is missing or incomplete.	Two (2) working days* to obtain missing or incomplete items.
	D) Name, signature, or seal of bonding company is missing or incomplete.	Automatic rejection.
	E) Failure to provide a letter of agreement to bond (if required).	Automatic rejection.
4.	Bid Document – execution	
	A) Bids completed in erasable medium.	Automatic rejection.
	B) i. Signature of representative authorized to bind the Supplier missing or incomplete on the prescribed form which is to be submitted in response to a Bid Solicitation.	Automatic rejection.
	ii. Electronic signature of representative or absence of corporate seal authorized to bind the Supplier shown on the prescribed form which is to be submitted in response to a Bid Solicitation.	Two (2) working days* to obtain original signature.
	C) Form of Proposal missing or incomplete.	Two (2) working days* to correct to the satisfaction of Procurement Division, otherwise automatic rejection.
	D) Form of Quotation or Tender missing or incomplete.	Automatic rejection.
	E) Signature of witness, if required, missing or incomplete.	Two (2) working days* to correct, otherwise automatic rejection.



IRREGULARITY		RESPONSE
	F) Date of Bid missing or incomplete.	Two (2) working days* to correct, otherwise automatic rejection or, if stated in the Bid Solicitation, automatic rejection.
5.	Incomplete, illegible or obscure Bids or Bids which contain information not called for, erasures, overwriting or strike outs (not initialed).	Two (2) working days* to correct to the satisfaction of Procurement Division, otherwise automatic rejection.
6.	Document, in which all necessary Addenda have not been acknowledged.	Two (2) working days* to confirm Bid to the satisfaction of Procurement Division or, if stated in the Bid Solicitation, automatic rejection.
7.	Failure to attend mandatory site visit (if required).	Automatic rejection.
8.	Bid received on documents other than those provided in the Bid Solicitation.	Automatic rejection, unless allowed for in the Bid Solicitation.
9.	Failure to insert the bidder's business name in the space provided in the Bid Solicitation form.	Automatic rejection unless, in the opinion of Procurement Division the incomplete nature is trivial or insignificant.
10.	Mathematical errors.	Two (2) working days* to initial the corrections as made by the Corporation. Unless otherwise stated in the Bid, the unit price shall prevail and the total Bid price shall be adjusted accordingly. The Corporation reserves the right to waive initialing and accept Bid as corrected.
11.	Qualified Bids (Bids qualified or restricted by an attached statement).	Automatic rejection
12.	Bids containing minor obvious clerical errors.	Two (2) working days* to confirm Bid to the satisfaction of Procurement and Strategic Acquisitions.
13.	Any other irregularities.	The Manager of Procurement, or Designate, shall have authority to waive other irregularities or grant two (2) working days * to initial such other irregularities considered to be minor.

** Where "working days" specified, this is from the hour the Bidder is notified by The Corporation of the City of Niagara Falls staff of the irregularity