



Request for Proposal 2025-03-31

Real Estate Services

Issue Date: March 31, 2025

Submission Deadline: 4:00 p.m. (Eastern Standard Time) April 17, 2025

Proposals are to be delivered to reception by hand, courier, or mail.
No faxes or other electronically transmitted Proposals will be accepted.

Contact:

Florence MacLean, CAO

Telephone: (807) 228-3835

Email: cao@manitouwadge.ca

Address: 1 Mississauga Drive, PO Box 910, Manitouwadge, ON P0T 2C0

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1. GENERAL

1.1. Invitation to Submit a Proposal

Real Estate Agents (herein referred to as “Vendor”) are invited to submit Proposals for the provision of providing Real Estate Services, on an as needed basis, as specified in this Request for Proposal (RFP).

RFP Title:	Real Estate Services
RFP Issued:	March 31, 2025
RFP Inquiries received up to:	April 14, 2025
RFP Closing Date and Time:	April 17, 2025, 4:00 p.m. Eastern Standard Time (EST)

This RFP is issued to maximize benefits for the Township of Manitouwadge while offering Vendors a fair opportunity to participate.

Vendors are advised to pay careful attention to the specifications laid out in this RFP. Failure to satisfy any term or condition in this RFP may result in the Proposal being deemed unacceptable. The Township of Manitouwadge reserves the right to accept or reject any or all Proposals and to waive irregularities and informalities at its discretion. The Township of Manitouwadge reserves the right to accept a Proposal other than the lowest priced Proposal without stating reasons.

In submitting a Proposal, Vendors acknowledge and accept all terms, conditions, and other details as listed or otherwise indicated in the RFP. Vendors agree to abide by and conduct the work under such terms, conditions, and details.

This RFP does not commit the Township of Manitouwadge to award a contract or pay any costs incurred in the preparation of a Proposal, or for the Vendor’s attendance at meetings with Township staff during the proposal period.

1.2. Inquiries, Errors, or Omissions

All inquiries must be directed to the RFP Contact in writing or via email, by April 14, 2025. Inquiries and responses will be recorded and may, at the Township’s discretion, be distributed to all Vendors. Vendors should notify the RFP Contact via email of any ambiguity, divergence, error, omission, oversight, or contradiction in this RFP.

Verbal responses to inquiries are not binding on any party.

1.3. RFP Amendments

The Township of Manitouwadge reserves the right to amend the RFP documents and add any addenda up to one week, April 10, 2025, prior to the RFP Closing Date and Time. Any changes to this document will be communicated to all Vendors in writing as an addendum. Addendums will be posted to the Township’s website.

1.4. Submissions

Proposals will be accepted at the Township Office no later than 4:00 p.m. EST, on April 17, 2025. Any Proposals received after the closing date and time will be disqualified and returned to the Vendor unopened. Ideally, submissions should include one (1) paper copy of the complete Proposal and an electronic copy on a USB flash drive.

Mailed and hand delivered proposals must be sealed and enclosed in envelopes **clearly marked with the RFP Title, the Vendor's name and address, and be addressed to:**

**The Corporation of the Township of Manitouwadge
1 Mississauga Drive, PO Box 910
Manitouwadge, ON P0T 2C0
Attention: Florence MacLean, CAO**

Vendors are responsible for verifying that their submission has been received. The Township of Manitouwadge will not confirm the receipt of any submissions. If Vendors have any questions related to the Proposal, please submit them by email to cao@manitouwadge.ca no later than April 14, 2025.

1.5. Freedom and Information and Protection of Privacy (FOIP)

The Township of Manitouwadge must adhere to the provisions set out in the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)* therefore, the successful Vendor may have to consider the application of *MFIPPA* in the development of the Proposal and subsequent contact. Records management needs for The Township of Manitouwadge may also be a consideration. Vendors should contact the *MFIPPA* Coordinator, through the Township's Clerks Department, to see if any considerations should be made under this section. Vendors wishing to ensure parts of their Proposals are protected from disclosure under the Act must specifically identify any information or record provided with their Proposal that constitutes a trade secret, that is supplied in confidence, and the release of which could significantly harm their competitive position. Information that does not meet all the foregoing categories may be subject to disclosure to third parties.

In addition, Proposals should include any specific procedures to be followed by the Vendor for disposal of any confidential information contained in electronic format in computer hardware of the Vendor or its employees, subcontractors, or agents.

1.6. Cost to Submit

The Township of Manitouwadge will not be liable for any costs incurred by any Vendor in the preparation and submission of a Proposal, in the facilitation of a presentation to support the Proposal, or any other activities related to the creation of a Proposal.

1.7. Termination of Negotiations and/or RFP Process

The Township of Manitouwadge reserves the right to terminate contract negotiations with any Vendor and to enter contract negotiations with any other Vendor, or reject all Proposals, if in the opinion of the Township, at any time, the contract negotiations with the initially selected Vendor will not be satisfactory to meet the requests of the Township or the best interests of the Township. Notwithstanding the evaluation criteria specified in this RFP, the Township reserves the right to terminate the RFP process if the cost exceeds the approved budget.

1.8. Irrevocability of Proposals

Vendors may amend or withdraw their Proposal prior to the RFP's closing date and time by submitting a clear and detailed written notice to the RFP Contact. All Proposals become irrevocable, valid, and open for acceptance for 90 days from the RFP's closing date and time.

1.9. Proposal Rejection

The Township of Manitouwadge reserves the right to reject any or all Proposals or partial Proposals in the case of a Joint Proposal.

2. INFORMATION

2.1. Background

The Township of Manitouwadge is a rural municipality in Northwestern Ontario. The administration office is located at 1 Mississauga Drive, Manitouwadge, with other facilities and land located throughout the Township. The Township provides municipal services to approximately 2,000 residents. The Township's 2024 municipal operating budget was \$8.6 million, and the capital budget was \$16.5 million. More information regarding the Township can be viewed at www.manitouwadge.ca.

2.2. Scope of Work

The Township of Manitouwadge is seeking proposals from experienced and qualified real estate agents to provide realty and listing services, on an as needed basis, for the sale of Township owned lands identified by the Township of Manitouwadge, and the purchase of lands identified by the Township of Manitouwadge. The selected realtor will be responsible for assisting the Township in various real estate transactions and providing market analysis and guidance on real estate matters with the objective of obtaining the highest net value possible for the Township.

The successful firm will be expected to enter into a professional services Contract with the Township of Manitouwadge which will require the firm to provide the following services, on an as needed basis, and any other services set out in the Proposal:

- Develop strategies for sale of the designated Township-owned properties (such as conducting study of comparable property);
- Develop marketing materials (electronic and/or hard copy) to advertise the properties for sale, distribute the materials to potential buyers via the appropriate form(s) of media and report results to the Township of Manitouwadge on an agreed upon frequency;
- Advise the Township of Manitouwadge on strategies to promote and sell the property;
- Participate in site tours of the property that is for sale with potential buyers;
- Analyze offers from potential buyers and advise the Township of Manitouwadge with respect to negotiations;
- Represent the Township of Manitouwadge in negotiations with a prospective buyer from the time of offer until closing;
- Assist the Township of Manitouwadge with purchasing property as requested, including: making offers, negotiating purchase contracts, and assisting with the removal of conditions;
- Coordinate real estate transaction closings; and
- Handle all other customary activities and services associated with real estate transactions.

Request for Proposals (RFP) documents may be obtained from:

1. The Township's website <https://www.manitouwadge.ca/government/tenders-rfps/>
2. This RFP is not intended to, and shall not, create any legal obligations or duties of the Township of Manitouwadge towards any person for any reason whatsoever, whether in contract, tort, or otherwise. The Township, at its sole discretion, and at any time, may or may not enter into negotiations with one or more persons submitting proposals in response to this RFP, or with any other person. Any contract resulting from

this RFP shall not be interpreted as an exclusive right to provide Real Estate Services for the Township of Manitouwadge. The Township may utilize alternate or multiple real estate agents/firms, at its sole discretion.

2.3. Term of Contract

The Township is considering entering into a contract for real estate services intended to commence as soon as possible, on an as-needed basis.

The contract period for the successful agent, if any, will be for two (2) years from the date on which the parties sign the Professional Services Contract. The contract may be renewed for additional terms upon satisfactory performance by the agent and at a negotiated rate agreed to in writing by both the agent and the Township of Manitouwadge. Alternate contract periods may be considered.

For clarity, the vendor should not misconstrue this RFP and/or any resulting contract as an exclusivity agreement or arrangement.

2.4. Available Property

The Township of Manitouwadge is the owner of various properties throughout the community that may be made available for sale, at various times, under the direction of Council.

2.5. Proposal Content/Requirements

Proposals shall be typed in English only and organized in the following format using the section titles and sequence listed below to a maximum of 20 pages.

1. COVER LETTER

- a. Provide a cover letter indicating your interest in serving as the Township's agent to sell municipally owned property.
- b. The cover letter must be signed by the real estate agent submitting the proposal. By signing the cover letter, you are representing that you are authorized to enter into agreement with the Township of Manitouwadge and to be bound by the terms and conditions within said agreement.

2. BACKGROUND INFORMATION shall include but not be limited to:

- a. Full name of real estate agent submitting the proposal and the Firm/Brokerage affiliate with
- b. Location(s)
- c. Number of years as a licensed realtor and description of work including:
 - i. Real estate license(s);
 - ii. Number of years and nature of professional experience in Manitouwadge; and
 - iii. a brief resume.
- d. Number of years in business with your firm/brokerage and a description of your firm/brokerage including:
 - i. size of firm; and
 - ii. number and nature of the professional staff to assist with this contract.

3. EXPERIENCE

- a. Describe your pertinent real estate experience (minimum two years previous experience with proven effectiveness). In particular, provide examples of cases where the proponent has successfully marketed similar properties.
- b. An indication of specific experience/expertise in each or any of the following:
 - i. commercial property
 - ii. industrial property
 - iii. development property
 - iv. residential property
- c. Experience as a realtor in the current Manitouwadge real estate market, including any awards and/or experience working with or on behalf of a local government.
- d. Familiarity with the Manitouwadge real estate market.

4. MARKETING METHODS

- a. Describe the methods of identifying target user groups.
- b. Ability to connect to potential buyers locally, regionally and internationally.
- c. Describe marketing materials and the strategy for presenting the sites to a local, regional, and international marketplace (when appropriate). 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.
- d. Methods to ensure top level exposure, designed to meet the Township's objectives, above and beyond local listing services.

5. FEE SCHEDULE – all fees must be identified and broken down in the submission

- a. State the terms of the proposed contractual relationship between realtor and Township, including but not limited to:
 - i. State your proposed fee structure for listing/marketing and selling of the Township's properties (e.g. a percentage of the agreed sale price or flat rate per transaction, including thresholds, or any other method used, that would separate the proponent from other vendors, including taxes, where applicable). Include the fee structure as related to the realtor representing the *purchaser*.
 - ii. State your proposed fee(s) structure for purchasing of the various property types (e.g. a percentage of the agreed purchase price or flat rate per transaction, including thresholds, or any other method used, that would separate the proponent from other vendors, including taxes where applicable). Include the fee structure as related to the realtor representing the *seller*.
 - iii. Commission structure for selling and purchasing agents, as well as any other rates for additional services.
 - iv. State other costs, if any, the Township of Manitouwadge should anticipate relating to the real estate services to be provided. For example, any taxes on commission rates.
- b. NOTE: Quoted fees shall be valid for the duration of the Service Contract.
- c. Attach a proposed contract if possible, or essential terms at minimum.

- i. Please note without restriction to any other terms or conditions set out herein that the Township shall not be bound to sign or accept the terms of any proposed form of contract, and shall be at liberty to negotiate the terms of any agreement or to propose a new or amended form of agreement with any proponent.

6. ADDITIONAL SERVICES

- a. Describe additional relevant/unique services that you offer.
- b. Proponents are invited to expand their response to this RFP, as necessary.

7. CONFLICT OF INTEREST:

- a. Vendors must fully disclose in the RFP Contract, the circumstances of any conflict of interest or what could be perceived as a conflict of interest if the Vendor were to become a contracting party pursuant to the RFP, including but not limited to:
 - i. Active or anticipated real estate investments of a personal or professional nature which may result in a real or perceived conflict with the business interest of the Township of Manitouwadge.
 - ii. Participation, lobbying, or affiliation of a personal or professional nature with an organization involved with the Township of Manitouwadge which may result in a real or perceived conflict with the business interests of the Township of Manitouwadge.
 - iii. Personal or professional contracts with the Township of Manitouwadge.
 - iv. Litigation or legal proceedings with or against the Township of Manitouwadge
 - v. Development or business projects of a personal, or professional nature with the Township of Manitouwadge.
- b. If you were to become a contracting party pursuant to the RFP, in order to avoid a conflict of interest, or the appearance of a conflict of interest, disclose if you would be able to commit that you would 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 Manitouwadge. Include any specific measures that would be taken to ensure compliance with this expectation.
- c. The Township of Manitouwadge will review any submissions made by Vendors under this provision and may reject any Proposals where, in the opinion of the Township, the Vendor is, or could be perceived to be, in a conflict of interest position should the Vendor become a contracting party. Consideration will be made for any measures that would be taken to mitigate any actual or perceived conflict of interest.

8. REFERENCES:

- a. Provide a list of three (3) applicable references. Include name, title, and contact information for each reference as well as a brief description of the specific services provided.
- b. NOTE: references may be contacted for additional details.

9. OTHER

- a. Provide a Certificate of Insurance demonstrating that the agency/firm has comprehensive general liability insurance of not less than \$2,000,000 per occurrence.
- b. Provide a certificate of WSIB to confirm the agency/firm has coverage.

3. EVALUATION CRITERIA

The Township of Manitouwadge reserves the right to accept or reject any or all Proposals or partial Proposals in the case of a Joint Proposal. The Township reserves the right to accept a Proposal other than the lowest price Proposal without stating reason. By the act of submitting a response to this RFP, the Vendor waives any rights to contest in any legal proceeding or against the right of the Township to award the work to any Vendor in its sole discretion. The first stage of evaluation will consist of a general review of all Proposals submitted by the closing date and time to ensure that each Proposal is sufficiently responsive to the RFP. Proposals that do not sufficiently meet the requests of the RFP will be excluded from further evaluation.

Following the initial evaluation, the second stage will consist of a comprehensive evaluation of each Proposal as indicated below. The Vendor and/or references provided may be contacted at that time to provide further information to address any questions that arise.

Evaluation Category	Weighting
Meeting Scope of Work Requests	25
Fees	25
Marketing Methods	25
Qualifications/Experience/References	25
Total	100

4. AWARDING OF CONTRACT

This RFP may not be construed as a contract to purchase goods and services. Only written notice to the Vendor of acceptance of its Proposal by the Township, and the subsequent full execution of a written contract shall constitute a contract for the provision of Real Estate Services. If contract negotiations are unsuccessful, the Township reserves the right to select a different Vendor, or reject all Proposals, in its sole discretion.

No act of the Township, other than a notice in writing signed by the Township's Chief Administrative Officer or their designate, shall constitute an acceptance of Proposal.

Any contract resulting from this RFP shall not be interpreted as an exclusive right to provide Real Estate Services for the Township of Manitouwadge. The Township may utilize alternate or multiple real estate agents/firms, at its sole discretion.

The Township reserves the right to accept or reject, in whole or in part, all Proposals received. The lowest cost or any other Proposal will not necessarily be accepted, as various criteria are used in the evaluation process.

Without limiting the generality of the foregoing, the Township may reject any Proposal which:

- Is incomplete, obscure, irregular, or unrealistic.
- Is, in the sole opinion of the Township, unreasonably low (e.g. the services could not be completed for the Proposal price).
- Has non-authorized (not initialed) erasures or corrections in the Proposal offer or any schedule thereto.
- Omits or fails to include any or more items in the Proposal for which a price is required by the RFP.
- Fails to complete the information required by the RFP to be furnished with the Proposal or fails to complete the information required whether the same purports to be completed or not.
- Fails to be submitted before the deadline.

The Township of Manitouwadge reserves the right, in the Township's interest, to waive any informality, insufficiency, or irregularity in any Proposal received, and to accept the Proposal deemed most favorable to the Township's interests.