

# Request for Proposal 2024-CSNIP-002

## Real Estate Services

Issue Date: June 25, 2024

Submission Deadline: 2:00 p.m. (Central Standard Time) July 31, 2024

Proposals are to be delivered to reception by hand, courier, or mail and Email.  
No faxed proposals will be accepted by the Town.

### **Contact**

Derek Seckinger, *General Manager of Community Services*

Telephone: (306) 862-9866

Email: [gm.communityservices@nipawin.com](mailto:gm.communityservices@nipawin.com)

Address: PO Box 2134, 208 2<sup>nd</sup> Avenue East Nipawin, Saskatchewan S0E1E0

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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: June 26, 2024,  
RFP Inquiries received up to: July 13, 2024  
RFP Closing Date and Time: 2:00 p.m. (Central Standard Time) July 31, 2024

This RFP is issued to maximize benefits for the Town of Nipawin 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 Town of Nipawin reserves the right to accept or reject any or all Proposals and to waive irregularities and informalities at its discretion. The Town of Nipawin 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 Town of Nipawin to award a contract or pay any costs incurred in the preparation of a Proposal, or for the Vendor’s attendance at meetings with Town 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 July 13, 2024. Inquiries and responses will be recorded and may, at the municipality’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 Town of Nipawin reserves the right to amend the RFP documents and add any addenda up to one week, July 15, 2024, 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 Saskatchewan Tenders website and the Towns website.

### 1.4. Submissions

Proposals will be accepted at the Town of Nipawin Office no later than 2:00 p.m. CST, on July 31, 2024. 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 Town of Nipawin**  
**Box 2134**  
**Nipawin Saskatchewan, S0E1E0**  
**Attention: Derek Seckinger, General Manager of Community Services**

Vendors are responsible for verifying that their submission has been received. The Town of Nipawin will confirm the receipt of submissions. If Vendors have any questions related to the Proposal, please submit them by email to [gm.communityservicesc@nipawin.com](mailto:gm.communityservicesc@nipawin.com) no later than July 13, 2024.

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

The Town of Nipawin must adhere to the provisions set out in the *Freedom of Information and Protection of Privacy Act* therefore, the successful Vendor may have to consider the application of *FOIP* in the development of the Proposal and subsequent contact. Records management needs for The Town of Nipawin may also be a consideration. Vendors should contact the *FOIP* Coordinator, through the Town's Corporate Services 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, which 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 Town of Nipawin 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 Town of Nipawin 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 Town, at any time, the contract negotiations with the initially selected Vendor will not be satisfactory to meet the requests of the Town or the best interests of the Town. Notwithstanding the evaluation criteria specified in this RFP, the Town 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 Town of Nipawin reserves the right to reject any or all Proposals or partial Proposals in the case of a Joint Proposal.

## 2. INFORMATION

### 2.1. Background

Nipawin is an urban municipality in Northeastern Saskatchewan. The administration office is located at 208 2<sup>nd</sup> Avenue East Avenue, Nipawin with other facilities and land located throughout the Town. The Town provides municipal services to approximately 4,700 residents. The Town's 2024 budget is \$19.5 million. More information regarding the Town can be viewed at [www.nipawin.com](http://www.nipawin.com)

### 2.2. Scope of Work

The Town of Nipawin is seeking proposals from experienced and qualified real estate agents to provide realty and listing services, for the sale of Town owned lands identified by the Town of Nipawin, and the purchase of properties identified by the Town of Nipawin. The selected realtor will be responsible for assisting the Town in 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 Town.

The successful firm will be expected to enter a professional services Contract with the Town of Nipawin which will require the firm to provide the following services, and any other services set out in the Proposal:

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

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

1. Sask tender's website <https://sasktenders.ca/content/public/Search.aspx> and/or
2. Town of Nipawin: [Tenders – www.Nipawin.com](http://www.Nipawin.com)

This RFP is not intended to, and shall not, create any legal obligations or duties of the Town of Nipawin towards any person for any reason whatsoever, whether in contract, tort, or otherwise. The Town, at its sole discretion, and at any time, may or may not enter negotiations with one or more person's 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 Town of Nipawin. The Town may utilize alternate or multiple real estate agents/firms, at its sole discretion.

### 2.3. Term of Contract

The Town is considering entering into a contract for 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 Town of Nipawin. 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 Town of Nipawin is the owner of various lots 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 Town of Nipawin'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 an agreement with the Town of Nipawin 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 affiliated with
- b. Location(s)
- c. Number of years as a licensed realtor and description or work including:
  - i. Real estate license(s),
  - ii. Number of years and nature of professional experience in Nipawin, 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 five years previous experience with proven effectiveness). Provide examples of cases where the proponent has successfully marketed comparable properties.
- b. An indication of specific experience/expertise in each or any of the following:

- i. property – vacant
- ii. property – improved.
- iii. development property
- c. Experience as a realtor in the current Nipawin real estate market, including any awards and/or experience working with or on behalf of a local government.
- d. Familiarity with Nipawin’s 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 Town’s objective, 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 Town, including but not limited to:
  - i. State your proposed fee structure for listing/marketing and selling of property (i.e. 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 structure for purchasing of property (ie. 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 Town of Nipawin 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 Services 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 Town 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 Contact, 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 may result in a real or perceived conflict with the business interest of the Town of Nipawin.
  - ii. Participation, lobbying, or affiliation of a personal or professional nature with an organization involved with the Town of Nipawin which may result in a real or perceived conflict with the business interests of the Town of Nipawin.
  - iii. Personal or professional contracts with the Town of Nipawin.
  - iv. Litigation or legal proceedings with or against the Town of Nipawin.
  - v. Development or business projects of a personal, or professional nature with the Town of Nipawin.
- 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 Town of Nipawin. Include any specific measures that would be taken to ensure compliance with this expectation.
- c. The Town of Nipawin will review any submissions made by Vendors under this provision and may reject any Proposals where, in the opinion of the Town, 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 copy of a valid Town of Nipawin Business License for the real estate brokerage (agency/firm) you are licensed with.
- b. Provide a Certificate of Insurance demonstrating that the agency/firm has comprehensive general liability insurance of not less than \$2,000,000 per occurrence.
- c. Provide a certificate of WCB to confirm the agency/firm has coverage.



### 3. EVALUATION CRITERIA

The Town of Nipawin reserves the right to accept or reject any or all Proposals or partial Proposals in the case of a Joint Proposal. The Town 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 right to contest in any legal proceeding or against the right of the Town 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.

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

### 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 Town of Nipawin, and the subsequent full execution of a written contract shall constitute a contract for the provision of providing Real Estate Services. If contract negotiations are unsuccessful, the Town reserves the right to select a different Vendor, or reject all Proposals, in its sole discretion.

No act of the Town of Nipawin, other than a notice in writing signed by the Town'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 Town of Nipawin. The Town may utilize alternate or multiple real estate agents/firms, at its sole discretion.

The Town of Nipawin 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 Town of Nipawin may reject any Proposal which:

- Is incomplete, obscure, irregular, or unrealistic.
- Is, in the sole opinion of the Town, unreasonably low (i.e. 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 the RFP requires a price.
- 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 Town of Nipawin reserves the right, in the Town's interest, to waive any informality, insufficiency, or irregularity in any Proposal received, and to accept the Proposal most favorable to the Town's interests.