



REQUEST FOR PROPOSAL
REAL ESTATE SERVICES

Sale of Property Owned by the Municipality of Argyle
Properties at 27 Courthouse Road, Tusket and 6 acres
of vacant land adjacent and to the east of 27

Courthouse Road

RFP # MODA044

DATE OF ISSUE: August 9, 2021

Closing Location: Municipality of the
District of Argyle

Closing date: August 23, 2021

All Enquiries must be directed in writing to the attention of:
Eilidh Canning, Municipal Clerk, Municipality of the District of Argyle

Email: ecanning@munargyle.com

REQUEST FOR PROPOSALS

REAL ESTATE SERVICES

Sale of real property owned by the Municipality of Argyle

I. OVERVIEW

The Municipality of Argyle is seeking proposals from a qualified proponent to help market and sell these properties and to achieve the best possible return for the Municipality. It is the intent of this Request for Proposals (RFP) to have the proponent enter into a Professional Services Contract with the Municipality of Argyle to supply real estate services as outlined herein.

II. AVAILABLE PROPERTY

The Municipality of Argyle is the owner of our former Administrative Building, located at 27 Courthouse Road (PID 90086174) and 6 acres of vacant land adjacent to the east of 27 courthouse Road (PID 90317322).

III. PROPOSAL OVERVIEW:

The following information is required and must accompany your proposal:

1. **COVER LETTER:**

Provide a cover letter indicating your interest in serving as the Municipality of Argyle's agent to sell this property. By signing the cover letter you are representing that you are authorized on behalf of your organization to enter into agreement with the Municipality of Argyle and to be bound by the terms and conditions within said agreement.

2. **BACKGROUND INFORMATION:**

For example, list years in business with a description of your firm including size of firm, location, number and nature of the professional staff to be assigned to this contract, with a brief resume for each key person listed.

3. **EXPERIENCE SUMMARY:**

Describe your firm's pertinent real estate experience (minimum five years previous experience with proven effectiveness). In particular, provide examples of cases where the proponent has successfully marketed similar properties.

4. **MARKETING METHODS:**

Describe the methods of identifying target user groups and a description of the marketing materials and the strategy for presenting the sites to a local and regional

marketplace (when appropriate).

5. ADDITIONAL SERVICES:

Describe additional relevant/unique services offered through your firm.

6. PROPERTY VALUE:

Provide an estimated market value of the property including a proposed listing price and possible sale price.

7. FEE SCHEDULE:

i. State your proposed fee structure for listing/marketing and selling of the property.

ii. State any other costs, if any, the Municipality of Argyle should anticipate relating to the real estate services to be provided. For example, any taxes on commission rates.

iii. State any required 'carry-over compensation' for your firm—meaning, compensation after real estate service agreement expires.

NOTE: Quoted fees shall be valid for, at minimum, the duration of the Services Contract.

8. REFERENCES:

Provide a list of three applicable references. Include name, title, and contact information for each reference as well as a brief description of the specific services provided.

9. CONFLICT OF INTEREST: In order to avoid a conflict of interest, or the appearance of a conflict of interest, your firm should 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 Municipality of Argyle. Please outline all conflicts of interest that may exist for your firm in relation to providing real estate services for the Municipality of Argyle.

10. GOOD STANDING: Your firm must be in compliance with all levels of government and maintain any and all required licenses or permits associated with the proposed work, which specifically includes good tax payment status and good corporate registration status. Additionally, please provide your firm's legal corporate name and business numbers.

11. PROPOSED FORM OF CONTRACT: Provide a proposed form of professional services contract corresponding to the services in your proposal. Please note without restriction to any other terms or conditions set out herein that the Municipality 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.

IV. GENERAL INSTRUCTIONS

1. The preferred means of submitting the proposal is by email to ecanning@munargyle.com with subject line stating "Real Estate Services". If submitting the proposal in person, it must be submitted in a sealed envelope marked "Real Estate Services; Attention: Eilidh Canning" to the Reception Desk at the Municipality of Argyle Administration Building, 5 J.E. Hatfield Court, Tusket, NS B0W 3M0 on or before 12:00 noon on August 23, 2021. Proposals will not be publically opened and read.

Proposals will then be reviewed by staff and an award recommendation will be made to the Chief Administrative Officer. Proponents are responsible for ensuring that their proposal, however submitted, is received on time and at the location specified.

2. To be considered, firms should submit a complete response to the RFP. Firms not responding to items requested in the RFP or indicating exceptions to such items may have their submittals rejected.
3. The Municipality of Argyle reserves the right to reject any and all proposals, or any parts thereof, or to waive any informality or defect in any proposal if it is in the best interest of the Municipality of Argyle to do so.
4. Proponents are responsible for their own expense in preparing, delivering or presenting a proposal, and for subsequent negotiations with the Municipality of Argyle, if any are required. Proponents are solely responsible for ensuring their proposal is received by the Municipality of Argyle. The Municipality accepts no responsibility for email submissions which are lost, undelivered or otherwise not received in the email inbox of Eilidh Canning (noted above) by the deadline.
5. All questions may be directed to the following contact person: Alain Muise, CAO, email admuisse@munargyle.com

V. SCOPE OF SERVICES

The successful firm will be expected to enter into a professional services Contract with the Municipality of Argyle 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 Municipally-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 Municipality of Argyle on an agreed upon frequency;
- Advise the Municipality of Argyle related to 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 Municipality of Argyle with respect to negotiations;
- Represent the Municipality of Argyle in negotiations with a prospective buyer from the time of offer until closing;
- Coordinate real estate transaction closings; and
- Handle all other customary activities and services associated with real estate transactions.

VI. TERM OF CONTRACT

The contract period for the successful agent/firm, if any, will be for a maximum of three (3) months 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 firm and at a negotiated rate agreed to in writing by both the firm and the Municipality of Argyle. Alternate contract periods may be considered.

VII. EVALUATION AND AWARD PROCESS

Issuance of this RFP and receipt of proposals does not commit the Municipality of Argyle to enter into a contract with any party. The Municipality of Argyle reserves the right to extend the closing date of for this RFP, accept or reject any or all proposals received in response to this RFP, or to negotiate with any of the firms submitting an RFP, or to cancel all or part of this RFP. By submitting a proposal, the proponent acknowledges that should they be selected, they will be expected to enter into an agreement with the Municipality of Argyle incorporating all services described in the successful proponent's proposal. The negotiated contract must be approved by the Municipality of Argyle's Chief Administrative Officer.

VIII. SELECTION CRITERIA

The Municipality of Argyle will evaluate proposals to determine the greatest value to the Municipality based upon quality, service and price, and will specifically consider the following factors in evaluating and selecting the successful Proponent (if any):

1. Ability of the contractor(s) to meet or exceed the requirements defined in the RFP;
2. Experience, qualifications, and references;
3. Knowledge of regional real estate market and ability to market to prospects beyond the region, if required;
4. Regional reputation and local presence/experience;
5. Fee schedule; and
6. Willingness to think "outside the box" and present innovative ideas for marketing the specific Town owned property designated for sale.

IX. MEETING/INTERVIEWS

Firms submitting a proposal in response to this RFP may be required to attend a meeting to discuss their proposal. Additional technical and/or cost information may be requested for clarification purposes, but in no way change the original proposal submitted. Interviews are optional and may or may not be conducted. If a meeting/interview is conducted, it is essential that the consultant's personnel to be assigned to the work, as well as key representatives, be present at and participates in the meeting/interview.

Note to All Proponents

This is a request for proposals and not a call for tender or request for binding offers. No contractual obligations will arise between the Municipality of Argyle and any proponent until and unless the Municipality of Argyle and a proponent enter into a formal, written contract for the proponent to provide the required real estate services.