



London
C A N A D A

**THE CORPORATION OF
THE CITY OF LONDON**

**REQUEST FOR PROPOSAL 10-25
REALTY SERVICES
AGENCY OF RECORD**

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**The Corporation of the City of London
Request for Proposal 10-25
Realty Services – Agency of Record**

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**The Corporation of the City of London
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Realty Services – Agency of Record**

1.0 PURPOSE

The Corporation of the City of London (hereinafter referred to as the City) is seeking proposals from professionals in the real estate industry to provide realty services support to the City in an agency of record capacity.

2.0 SCOPE OF WORK

As a result of a need for specific expertise, the City is seeking an individual or organization to provide support to the City's Realty Services Division on an as required basis, in the following areas:

- Evaluation and negotiation of leasing or property acquisition opportunities for the City, including future locations for City staff and services;
- Research and analysis with respect to the possible establishment of a Development Corporation, including the potential acquisition of properties in the downtown area;
- Coordination of strategic partnerships between the City and external parties;
- Analysis of offers to purchase or lease received by the City;
- Regular reporting on progress to Council and senior management;
- Other realty services supports as required.

The successful Proponent must have significant expertise and experience in negotiating and processing realty transactions, as well as knowledge of properties in downtown London.

The City anticipates that the successful Proponent will be required to devote approximately 25 to 30 hours per month to this assignment. The actual time commitment will fluctuate based on demand for support.

The successful Proponent must demonstrate that it is free to act for the City without creating any conflict of interest with respect to properties, listings, marketing arrangements or relationships with land owners whose properties might be the subject matter of possible acquisitions or leasing opportunities by the City.

3.0 RFP SCHEDULE

The following is a tentative schedule to assist Proponents:

Closing Date	Wednesday, August 25, 2010
Evaluation of Proposals	Week of August 30, 2010
Interviews if Required	Wednesday September 8, 2010 only
Award	September 3, 2010

4.0 SUBMISSION INSTRUCTIONS

4.1 Closing Date and Time

Proponents are required to submit one (1) signed original and five (5) copies of the Request for Proposal in a sealed envelope clearly identified as **Request for Proposal 10-25, Realty Services – Agency of Record** to Purchasing and Supply. Completed submission can be **mailed** to Purchasing and Supply, P.O. Box 5035, London, Ontario N6A 4L9 or **hand delivered** (in person or by courier) to Purchasing & Supply, 267 Dundas Street, 4th Floor, London, Ontario N6A 1H2 and must be received on or before **12:00 noon, local time, Wednesday, August 25, 2010. Failure to submit the Form of Proposal (page 10) will result in your proposal being rejected.**

Respondents are solely responsible for ensuring bids are received by Purchasing & Supply prior to the closing date and time.

4.2 Late Submissions

Proposals received by Purchasing and Supply later than the specified closing time will be returned, unopened, to the Proponent.

4.3 Period of Acceptance

The proposal submission is to remain firm for acceptance for a period of one hundred and twenty (120) days from the date of closing.

4.4 Questions/Inquiries

- a) Inquiries regarding this RFP are to be directed to City of London, Purchasing and Supply, Terri Sue Wyatt, Procurement Officer, by facsimile at 519 661-5030 or e-mail to purch@london.ca. Inquiries **must not** be directed to other City employees or Elected Officials. **Directing inquiries to other than Purchasing and Supply may result in your submission being rejected.**
- b) All clarification requests are to be sent in writing to the individual mentioned above. No clarification requests will be accepted by telephone. **Responses to clarification requests will be provided to all Proponents in writing in the form of an Addenda which will only be posted on the City's website.**
- c) The City assumes no responsibility for any verbal (spoken) information from any City staff or from any Consultant firms retained by the City, or from any other person or persons who may have an interest in this Proposal. Amendments or changes to this Proposal prior to the closing date and time stated herein will only be in the form of written addenda and said addenda will be issued by the Purchasing & Supply Team of the City of London. Any Addendum will be posted on the City's Purchasing & Supply Web Site: <http://www.london.ca/d.aspx?s=/Tenders and RFPs/default.htm> It is the Proponent's sole responsibility to check this Web Site regularly to inform itself of any posted Addendum. The City makes no promise or guarantee that addenda will be delivered by any means to any bidder. By submitting a proposal in response to this Proposal, the Proponent acknowledges and agrees that addenda shall only be posted on the City's Web Site and it is the sole responsibility of the Proponent to check this Web Site for said addenda. **FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA ON THE FORM OF PROPOSAL WILL RESULT IN YOUR BID BEING REJECTED.**
- d) Each Proponent must review all proposal documents and promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency, or omission contained therein. Any such request must be submitted to the City in writing, prior to **Wednesday, August 18, 2010 at 4:00 pm.**
- e) Where a request results in a change or a clarification to the proposal, the City will prepare and issue an Addendum to this proposal as stated in 4.4c. No Addendum will be issued after **August 23, 2010 at 12:00 pm noon.**

4.0 SUBMISSION INSTRUCTIONS...cont'd

4.5 Rights Reserved by the City

- a) The City is not liable for any costs incurred by the Proponent in the preparation of their response to the RFP or selection interviews, if required. Furthermore, the City shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the City of any proposal, or by reason of any delay in the award of the proposal.
- b) The lowest proposal will not necessarily be accepted. The City reserves the right to accept/reject any or all proposals and/or reissue the RFP in its original or revised form.
- c) The City reserves the right to request specific requirements not adequately covered in their initial submission and clarify information contained in the RFP.
- d) The City reserves the right to modify any and all requirements stated in the RFP at anytime prior to the possible awarding of a contract.
- e) The City reserves the right to cancel this RFP at any time, without penalty or cost to the City. This RFP should not be considered a commitment by the City to enter into any contract.
- f) In the event of any disagreement between the City and respondent regarding the interpretation of the provisions of the RFP, the Manager of Purchasing and Supply or an individual acting in that capacity, shall make the final determination as to interpretation.

4.6 Treatment of Information

- a) The information submitted in response to this RFP will be treated in accordance with the relevant provisions of the Municipal Freedom of Information and Protection of Privacy Act and in accordance with Section 8.11, "Confidentiality of Proprietary Information", of Council Policy 21 (1). The information collected will be used solely for the purposes stated in this request.
- b) The Proponent does, by the submission of a proposal, accept that the information contained in it will be treated in accordance with the process set out in this section of the RFP.

5.0 REQUIREMENTS AT TIME OF EXECUTION

Subject to an award of the proposal, the successful Proponent is required to submit the following documentation in a form satisfactory to the City for execution within ten (10) working days after being notified to do so in writing:

- 1. Insurance Documents
- 2. Clearance Certificate from the Workplace Safety and Insurance Board

If the successful Proponent for any reason, defaults or fails in any matter or thing referred to under "Requirements at Time of Execution", the City reserves the right to accept any other bid, advertise for new proposals or carry out the work in any way as the City may, at its sole discretion, deem best.

5.1 Insurance documents

- a) For the purposes of Article 5.1:
 - i. 'claim' or 'claims' shall mean a claim or claims whether in contract or torts.
 - ii. the 'Professional' includes Professional's officers, directors, employees, representatives and consultants.

5.0 REQUIREMENTS AT TIME OF EXECUTION...cont'd

5.1 General Liability Insurance documents...cont'd

- b) The successful Proponent shall obtain and maintain until the termination of this Agreement, and provide the City with satisfactory evidence of Professional Liability Insurance covering the work and services described in this Agreement, such policy to provide coverage for an amount not less than Two Million (\$2,000,000.00) dollars and such insurance shall continue for twelve (12) months following completion of work.
- c) The successful Proponent shall not commence work until satisfactory evidence of insurance has been filed with and approved by the City. Prior to the effective date of this Agreement and thereafter on renewal date of the insurance, the Consultant shall further provide that evidence of the continuation of said insurance is filed at each policy renewal date for the duration of the contract. The City reserves the right to request such higher limits of insurance or other types of insurance as it may reasonable require from time to time; failure to procure and maintain said insurance shall constitute a default under this agreement.
- d) The insurance shown in (a) above will not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of insurance as it may reasonably require from time to time; failure to procure and maintain said insurance shall constitute a default under this agreement.
- e) The Professional shall indemnify and hold the City harmless from and against any liability, loss, claims, demands, costs, and expenses including legal fees, occasioned wholly or in part by an acts or omissions either in negligence or in nuisance whether wilful or otherwise by the Professional or other persons for whom it is responsible for at law.

5.2 Workplace Safety & Insurance Board

- a) The successful Proponent shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing. This form must be furnished prior to commencement of work, every sixty (60) days or upon receipt of a Clearance Certificate from WSIB throughout the contract and must be submitted with final invoice before payment is made. The successful Proponent further agrees to maintain their WSIB account in good standing throughout the contract period.
- b) If the successful Proponent is a self – employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an 'independent operator' a letter from WSIB acknowledging independent Proponent status and confirming that WSIB cover is not required must be provided to the City prior to commencement of work.

6.0 TERMS AND CONDITIONS

6.1 Taxes

HST - Extra

All prices shall be provided in Canadian Funds.

All Proponents shall provide their Goods and Services Tax/Harmonized Sales Tax (GST/HST) registration number in their RFP Form of Proposal.

6.0 TERMS AND CONDITIONS...cont'd

6.2 Term of Assignment

The successful Proponent will be retained for a term of up to three (3) years. The City reserves the right to renew this engagement for an additional three (3) years. In addition the City reserves the right to terminate this engagement on three (3) months written notice to the successful Proponent.

6.3 Failure to Perform

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

6.4 Assignment

Following award of the contract, the successful Proponent shall not, without written consent of the Manager of Purchasing and Supply make any assignment or any subcontract for the execution of any service or product hereby proposed.

6.5 Protection of Privacy and Confidentiality

The provisions of this Paragraph 6.4 shall survive termination, expiration or rejection of any response to the RFP and after the completion of any duties provided under this RFP.

a) **Confidential Information**

“Confidential Information” includes the Proposal and all associated documentation, all information relating to a party’s business and the affairs of it’s clients, which is received by a party from the other party during the course of an assignment and information to the extent not generally known by or readily ascertainable by or available to, on a legal or authorized basis, the general public. It also includes all information relating to or that identifies a natural person.

b) **Disclosure Restrictions**

Parties shall warrant that they shall not, directly or indirectly, communicate, publish, display, loan, give or otherwise disclose or divulge the Confidential Information to any other person, corporation, association or otherwise, except to such employees of either party who may require such disclosure in order to fulfill the obligations of said party further to this RFP. The Proponent shall advise all employees and independent Proponents, before they receive access to our possession of any Confidential Information, of the confidential nature thereof and require them to abide by the terms of this Section 6.4. The successful Proponent will be required to execute a confidentiality Agreement in a form satisfactory to the city.

c) **Restricted Use of Data**

The parties shall not make use of such Confidential Information other than in the exercise of rights, or for the performance of such duties under this RFP.

d) **Security Obligations**

The parties shall take reasonable precautions against the Confidential Information being used or acquired by any unauthorized person or persons, consisting of the same degree of care as each party uses in preserving the confidentiality of its own confidential information of a similar type. Excluded from this restriction is any Confidential Information, which can be demonstrated to have been in the public domain prior to the date of its disclosure, or in the recipient party’s possession prior to its receipt under this RFP.

6.0 TERMS AND CONDITIONS...cont'd

6.6 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

The successful Proponent shall ensure that all its employees, agents, volunteers, or others for whom the Contractor is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the *Accessibility for Ontarians with Disabilities Act, 2005*, as amended the "Act"). The successful Proponent shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. The successful Proponent shall submit to the City, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents volunteers or others who received such training. The City reserves the right to require the contractor to amend its training policies to meet the requirements of the Act and the Regulation.

6.7 Changes in Law

The parties acknowledge that performance of the obligations required hereunder may be affected by changes in applicable laws of the Province of Ontario. In the event of a change in applicable legislation that results in a material impact on the performance of any act required by this Agreement, the Parties shall renegotiate the provisions of this Agreement to achieve mutually acceptable terms for the performance of acts required hereunder. If the Parties are unable to agree on the revised terms and conditions either Party may submit the dispute to arbitration in accordance with the provisions of the Arbitration Act S.O. 1991, C. 17.

6.8 Exclusion Of Proponent In Litigation

- a) The City may, in its absolute discretion, reject a proposal submitted by a Proponent if the Proponent, or any officer or director of the Proponent is or has been engaged, either directly or indirectly through another corporation, in a legal action against the City, its elected or appointed officers and employees in relation to:
- i. Any other contract or services; or
 - ii. Any matter arising from the City's exercise of its powers, duties, or functions.
- b) In determining whether or not to reject a proposal under this clause, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its consultants and representatives, and whether the City's experience with the Proponent indicates that the City is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the Proponent.

6.9 Exclusion Of Proponent Due To Poor Performance

- a) The General Manager shall document evidence and advise Purchasing and Supply in writing where the performance of a supplier has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for Health and Safety violations
- b) The City Treasurer may, in consultation with the City Solicitor, prohibit an unsatisfactory supplier from bidding on future contracts for a period of up to three (3) years.

7.0 SUBMISSIONS REQUIREMENTS

7.1 General

- a) The City is requesting proposals from individuals and organizations with experience in realty services.
- b) The onus is on the Proponent to show their knowledge, understanding and capacity to conduct the work outlined in the RFP.
- c) The responses will be assessed according to how well they assure the City's success in relation to the submission requirements. The detail and clarity of the written submission will be considered indicative of the Proponents expertise and competence.
- d) All information provided in response to this RFP must contain sufficient detail to support the services being proposed. **Incomplete submissions will not be considered.**
- e) All prices must be stated in **Canadian** funds.

7.2 Administration Fee

- a) Proponents who elect to retrieve the information from the City's website, www.london.ca will not be charged the administrative fee noted below, but must complete the **Registration Form** as instructed on the web page.
- b) Proponents who do not elect to retrieve the proposal information from the City's website will be required to submit a \$25.00 administrative fee with their proposal in the form of a cheque or Canadian Currency. Cheques are to be made payable to the "City Treasurer". **Failure to do so will result in a delay in processing of the bid." Please refer to section 4.4c) Questions/Inquiries regarding the issuance of all addenda.**
- c) Proponents who have not submitted a bid or remitted the administrative fee will be removed from future bidder's lists.

7.3 Submission Requirements

Your proposal submission MUST follow the following format:

- a) A least one (1) original signed "**Form of Proposal**" **MUST** be submitted with the proposal submission.
- b) Title page which will include the Proponent's legal name, address, telephone and fax numbers, e-mail address and name of primary contact and date.
- c) The name, address and phone number, (office and cell) of the principal contact person that would be available outside regular business hours.
- d) A detailed description of the type of services proposed to be offered, having regard for the Evaluation Criteria listed in paragraph 8.2
- e) If applicable, names of colleagues and/or others who would provide services in partnership with the Proponent.
- f) A description of the experience of the Proponent including the number of years in the real estate industry, the number and type of real estate transactions or projects completed and the Proponent's role in same, the number of projects and/or clients currently being managed, and a description of any other relevant professional experience.

7.0 SUBMISSIONS REQUIREMENTS...cont'd

7.3 Submission Requirements...cont'd

- g) A description of the extent of the Proponent's experience with municipalities.
- h) An outline of any business terms and conditions that the Proponent would expect to see in an agreement with the City.
- i) Hourly rate fee structure for all services to be rendered (including, if any, additional charges for rush projects). The City's remuneration system will be based on hourly rates/fees. Proponent out-of-pocket expenses will be paid at net cost (no commissions).
- j) A list of three (3) references, including contact information and the nature of their relationship and/or transactions with the Proponent.

8.0 EVALUATION CRITERIA

8.1 Evaluation Team

Proposals will be evaluated by an evaluation team with representation from Asset Management, Legal Services, Realty Services and Purchasing and Supply.

BY RESPONDING TO THIS RFP, PROPONENTS ACKNOWLEDGE THAT THE EVALUATION TEAM IS SOLELY RESPONSIBLE FOR RECOMMENDING THE SUCCESSFUL PROPONENT.

8.2 Evaluation Criteria

The evaluation criteria will be based on, but not limited to, the following:

- a) Experience of the Proponent and, if applicable, its employees.
- b) Proven ability of the Proponent to respond quickly to the City's requirements.
- c) Proponent's experience with the evaluation, negotiation and processing of realty transactions.
- d) Proponent's knowledge of properties in the City of London, specifically in the downtown area.
- e) Proponent's proven ability to analyze information and provide recommendations.
- f) Proponent's proven experience in effective project management.
- g) Proponent's demonstrated ability to satisfy the conflict of interest requirements.
- h) Proponent's proposed hourly rates/fees structure.
- i) Provision by the Proponent for continuity of service in the event of absences or unavailability of the Proponent or Proponent's primary contact.
- j) Track record of providing quality service.
- k) Quality of submission and submitted work samples.
- l) References

The order of the items listed in this section should not be taken as an indication of the relative importance of any particular criteria in the evaluation process.

8.0 EVALUATION CRITERIA...cont'd

8.3 Selection Process

- a) Receive written responses from Proponents
- b) The Evaluation Team will review submissions independently and will score them according to the predetermined evaluation criteria noted above.
- c) The Evaluation Team will meet to discuss results of the evaluations and create a shortlist of candidates.
- d) The Evaluation Team will conduct interviews for each of the shortlisted candidates and will meet to discuss the outcome, if necessary.
- e) Award / Execution of Agreement.

John Freeman, C.P.P.
Manager of Purchasing and Supply

9.0 FORM OF PROPOSAL

AT LEAST ONE SIGNED ORIGINAL OF THIS FORM OF PROPOSAL MUST BE INCLUDED IN YOUR SUBMISSION

- 9.1 Please state terms of payment (Note: Early payment discounts will be considered in the award of the contract, and will apply **after** taxes):

- 9.2 I/WE, the undersigned authorized signing officer of the Proponent, HEREBY DECLARE that no person, firm or corporation other than the one represented by the signature (or signatures) of proper officers as provided below, has any interest in this proposal.
- 9.3 I/WE further declare that all statements, schedules and other information provided in this proposal are true, complete and accurate in all respects to the best knowledge and belief of the Proponent.
- 9.4 I/WE further declare that this proposal is made without connection, knowledge, comparison of figures or arrangement with any other company, firm or persons making a proposal and is in all respects fair and without collusion for fraud.
- 9.5 I/WE further declare that the undersigned is empowered by the Proponent to negotiate all matters with the Corporation representatives, relative to this proposal.
- 9.6 WE further declare that the agent listed below is hereby authorized by the Proponent to submit this proposal and is authorized to negotiate on behalf of the Proponent.
- 9.7 I/WE have allowed for Addenda numbered as follows: #_____ through to #_____.

Failure to acknowledge all addenda will result in your proposal being rejected.

COMPANY NAME: _____

ADDRESS: _____

CITY/PROVINCE: _____

POSTAL CODE/ZIP CODE _____

AUTHORIZED SIGNATURE: _____ TITLE _____
I/WE are authorized to bind the COMPANY/CORPORATION

NAME (Please print or type): _____

TELEPHONE NUMBER () _____ FAX NUMBER () _____

GST REGISTRATION # _____

HST REGISTRATION # _____

EMAIL ADDRESS _____

DATE OF PROPOSAL _____

NOTE: Please return page 10 on or before **12:00 noon, Local time, Wednesday, August 25, 2010.**