



**Request for Proposals
RFP #2020- 01**

CAO/ADMIN Department

Review of Property Sales Process

Issued: August 19, 2020

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Section 1 – Background Information

1.1 Background

The Corporation of the Town of Greater Napanee is an urban/rural municipality with a population of approximately 16,000 located on the north shore of Lake Ontario. With access on Highway 401, the community is:
halfway between Toronto and Montreal;

- a two hour drive to Ottawa;
- a half hour drive east of the City of Belleville; and
- a half hour drive west of the City of Kingston.

Section 2 – Purpose and Scope of Services

2.1 Purpose of the Request for Proposals

The Corporation of the Town of Greater Napanee (hereinafter referred to as “**the Town**”) in issuing this Request for Proposals (hereinafter referred to as “**RFP**”), is seeking submissions from qualified firms for an independent review of the Municipal surplus property sales process for the previous ten year period.

Individuals or firms that make a submission in response to this RFP are referred to as “**Respondents**” and the Respondents’ submissions are referred to as “**Proposals**”.

2.2 Scope of Services and Objectives

At the July 21, 2020 Special Session of Council, the following Resolution carried.

RESOLUTION #335/20: Pinnell & Kaiser
That Council authorize a complete, independent review of surplus property sales for the past 8 to 10 years;
And further that the review should include: property information; instructions to and from Council; advertising methods; open market or tender process, assessment, appraisal, asking price, minimum price, whether to accept high, low or any bid; bid opening process, and a process check list including the closing of the transaction and the release of information when the transaction is completed;
And further that Council direct staff to bring back a draft Request for Proposals document for a phased approach to this review, a list of potential consultants/applicants and a proposed budget to the August 18th Council meeting or to an earlier special meeting if required;
And further that Council direct that an initial report be completed by the second meeting in September. CARRIED.

In accordance with the Council Resolution the review shall be undertaken in a phased approach.

Phase 1 - Scope of Work

- (1) Upon reviewing all municipal land sales having taken place over the previous ten (10) years, provide a listing of those transactions requiring further review in more detail.
- (2) Review all municipal policies and procedures relevant to this undertaking as well as all amendments to these documents.
- (3) Hold discussions with Municipal staff in the event of discovering any uncodified practices relating to property sales or operational matters.
- (4) Review relevant municipal policies and procedures relating to land sales from a minimum of five comparator municipalities.
- (5) Review relevant Provincial legislation governing municipal operations, land sales and related financial obligations.
- (6) Work in conjunction with the Town's municipal auditors, Welch LLP, to review and clarify any relevant audit information.
- (7) Present findings to members of Greater Napanee Council, including recommendations on any specific properties to focus on during the subsequent Phase 2 – Scope of Work.
- (8) During the review, if it is discovered any of the property transactions involved a member of Council, municipal staff or direct relatives of either, these transactions are to be identified in the report to Council.

Phase 2- Scope of Work

For each property identified from the Phase 1 - Scope of Work and approved by Council for further review:

- (1) Summarize the process that was followed regarding the specific property in relation to all policies, procedures, legislation and Council direction.
- (2) Document any variations from the required practices and describe the overall impact that resulted with this change in process.
- (3) Document issues arising out of the review process that could lead to future recommended changes in corporate policy.
- (4) Conduct interviews both internally and externally as deemed necessary to better understand problems, issues or concerns with the property sale process.
- (5) Determine and document any influences placed on the process from either internal or external sources.
- (6) Identify any relationships (professional, personal or contractual) between internal stakeholders and external parties involved in the property sale transactions.
- (7) Identify any breaches that should be reported to the Integrity Commissioner or could have been, if occurring prior to the enactment of the Code of Conduct.

- (8) Determine whether there has been any financial impact to the municipality based on variations from the required processes and policies existing at the time of the property transaction.

Phase 3- Scope of Work

Provide a “Management Letter” summary of the current land sale policy in relation to relevant legislation and make professional recommendations on changes to future policies for consideration by Council. The letter should also include an overall summary of the past sale processes that were analyzed, as well as opinions on the changes or improvements that have been enacted over time. Opinions should include the benefits that have been achieved or any concerns raised by decisions made, while providing proper context to the situation and timing of those decisions.

2.3 Additional Information

(a) In accordance with the Town’s Records Management Bylaw # 2009-44, records relating to Land Sales must be retained for a minimum of 10 years. This includes records regarding real estate transactions and conveyance of land such as lot or road allowance sales whether through voluntary transactions or expropriation; includes leases, deeds and expropriation plans, purchase letters and appraisals and quit claims. The entire By-Law may be accessed through the municipal website.

(b)The Town also has a Code of Conduct for Members of Council and Local Boards. This document was amended at the January 18, 2020 Regular Session of Council. A copy of the Resolution is provided below.

***RESOLUTION #68/20: Pinnell & Richardson
That Council receive for information the Community & Corporate Services - Council and Local Boards Code of Conduct report;
And further that Council adopt The Corporation of the Town of Greater Napanee Code of Conduct for Council and Local Boards as presented, which will replace the Town of Greater Napanee Code of Conduct for Council and Local Boards document adopted on May 22, 2018.
CARRIED.***

The link provided below will assist you in accessing the Code of Conduct through the municipal website.

<https://www.greaternapanee.com/en/your-town-hall/resources/Documents/2020-PDFs/Greater-Napanee---Council-and-Local-Boards-Code-of-Conduct---2020.pdf>

Section 3 – General Conditions

This section forms an integral part of this RFP and must be considered in completing a response to this RFP.

3.1 **RFP Form and Content**

Respondents must agree to abide by all the clauses and conditions in this RFP document. Proposals must bear the signature of a company official with the authority to bind the firm.

3.2 **Oral Explanation or Interpretation**

No oral explanation or interpretation shall modify any of the documents or provisions of the Town's RFP document.

3.3 **Municipal Freedom of Information and Protection of Privacy Act**

Any personal information collected by or on behalf of the Town under this RFP is subject to the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56*. The information provided to the Town may be used to confirm certain information provided in the submissions for this project. The Respondent submitting a Proposal shall consent to such collection and use of the information. The Respondent submitting a Proposal acknowledges the Proposal is a public document and that the information contained in the Proposal may become public and consents to the disclosure of that information. By responding to this RFP, Respondents waive any challenge to the Town's decision in this regard. Any questions regarding the collection, use or disclosure of the information should be directed to the Town Clerk at 613-354-3351 ext. 2014.

3.4 **Accessibility for Ontarians with Disabilities Act, 2005 and Regulations**

Accessible Customer Service: All Proposals must comply with the *Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11* and the *Integrated Accessibility Standards, Ontario Regulation 191/11*. In accordance with *O. Reg. 191/11*, every provider of goods and services that involve dealing with members of the public, or developing policies, procedures and practices for the provision of goods and services to the public, including all consultants and sub consultants, shall be trained in understanding Accessible Customer Service.

3.5 **Indemnification**

The Proponent agrees that it will continuously save, hold harmless and fully indemnify the Town, its elected officials, employees and agents and its successors and assigns, from and against all actions, claims and demands whatsoever which may be brought against or made upon the Town and which arise out of or in consequence of the performance or non-performance by the Proponent of its obligations under this RFP. The presence of the Proponent (including its agents or subcontractors) on any

premises or property belonging to the Town, or the presence of the Proponent (including its agents or subcontractors) on private property. The Proponent also agrees that it will continuously save, hold harmless and fully indemnify the Town, its elected officials, employees and agents and its successors and assigns, against all types of losses, liabilities, claims, costs or expenses which the Town may incur resulting from or arising out of the Proponent's failure to exercise reasonable care, skill or diligence in their performance or rendering of any services or services to be performed or rendered by the Proponent, pursuant to the contract.

The Proponent shall indemnify the Town from all claims arising out of unpaid accounts relating to the contract. The Town shall have the right at any time to require satisfactory evidence that the services (or any part of them), in respect of which any payment has been made or is to be made by the Town, is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

3.6 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 Town in the preparation of its proposal that is not available to other proponents, (ii) 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 (iii) 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 contemplated under a contract 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.

3.7 Disqualification for Conflict of Interest

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

Section 4 – RFP Structure and Content Requirements

4.1 RFP Structure

To assist in receiving similar and relevant information, and to ensure that each submission receives a fair evaluation, the Town requires that Respondents include the items listed below in their proposal submission.

The Proposal document should be structured in sections that refer to the headings addressed in the Proposal Content Requirements of this section and should be numbered and tabbed accordingly.

The submission shall bear the name, contact information and signature of the official with the authority to bind the company.

4.2 Proposal Content Requirements

Respondents must submit their proposals to this RFP in accordance with the provisions contained herein.

The deliverables, the timeline of the deliverables and the costing shall be clearly divided and summarized in accordance with the “three distinct phases”, as described in the RFP Scope of Services and Objectives Section 2.2.

4.2.1 Company Profile (1 page maximum)

Respondents are to provide company information including, but not limited to the following:

- a) A general company profile including the ownership and professional affiliations of the firm and number of years the firm has been in business;
- b) Address and contact information (telephone, email) for the proposing entity;
- c) Name and signature of company official with the authority to bind the company;
- d) Size of company, number of employees (both locally and other); and
- e) Key services provided by the firm

4.2.2 Company Experience, References & Insurance

The Town is interested in professional firms that have demonstrated experience providing cost effective, long term solutions to municipalities of a similar size to the Town. Respondents must be professionally accredited in conducting a review and analysis of compliance with Municipal policies and procedures.

Respondents must provide three (3) references for their firm, the lead contact and the secondary contact and include each reference’s contact information (address and telephone number) as well as the number of years their firm has provided auditing and/or review services for that entity. The

Town reserves the right to contact references, which may affect a Respondent's evaluation score. References associated with the Town will not be accepted.

Respondents shall provide evidence satisfactory to the Town of public liability insurance in the amount of at least \$5,000,000, and errors and omissions insurance in the amount of at least \$5,000,000.

4.2.3 Proponent Team Members Assigned to the Review

Each Proposal shall identify the proposed team members expected to serve the Town, detailing how they will be organized including their capabilities, experience and qualifications.

The names, positions and curriculum vitae of persons who will be performing or assisting in the performance of the various assignments must also be included.

To ensure an independent and transparent review process, Respondents must include an acknowledgement statement of any previous or current work the firm or staff assigned have competed for the Town.

Please identify the location of the firm's office, including any satellite offices, that will be providing the review services to the Town.

4.2.4 Cost Factor

The Proponent's submission shall include:

- a detailed cost breakdown of each major activity identified in this RFP;
- more particularly, the cost breakdown clearly divided and summarized for each of the "three phases" as described in RFP Scope of Services and Objectives – Section 2.2;
- a detailed fee schedule and hourly rates for each team member involved;
- an acknowledgment that rates quoted by the Proponent must be all inclusive of labour, material and travel costs;
- a firm commitment and term for which the quoted rates will be honoured;
- identifying any disbursements and the associated costs;
- an acknowledgment that all costing shall exclude HST; and
- their methodology for administering the invoices for work completed.

Section 5 – Request for Proposals Process

5.1 RFP Schedule

The following timeline has been established for the Proposal selection process:

Event	Date
Request for Proposals Issued	August 19, 2020
Deadline for Questions from Respondents	August 26, 2020 at 4:00 pm
Deadline for Issuance of Answers & Addenda	September 02, 2020 at 4:00 pm
Request for Proposals Closing / Due Date	October 02, 2020 at 11:00 am

NOTE: Although every attempt will be made to meet all dates, the Town reserves the right to modify any or all dates at its sole discretion.

5.2 COVID-19 State of Emergency

While the Town continues in a COVID-19 State of Emergency, members of the public and municipal staff must adhere to Kingston, Frontenac, Lennox and Addington Public Health guidelines. This includes:

- hand sanitizing upon entering any municipal building;
- successfully answering COVID-19 pre-screening questions and providing contact information;
- maintaining physical distancing of 2 metres (6 feet) at all times; and
- wearing a mask or face covering that covers your mouth and nose.

5.3 Date and Place for Receiving Proposals

Proposals shall be received by no later than 11:00a.m. local time on October 02, 2020.

Proposals must be submitted in a sealed envelope addressed to:

**Town of Greater Napanee
124 John Street
P. O. Box 97
Napanee, ON K7R 3L4
Attention: Raymond Callery, Chief Administrative Officer**

and clearly marked:

**RFP #2020-01
CAO/ADMIN Department
Review of Property Sales Process**

(a) FAX OR EMAIL COPIES OF SUBMISSIONS WILL NOT BE

ACCEPTED.

It is the sole responsibility of the Respondent to ensure that the proposal documents have been received before the closing time and date.

Proposals received after 11:00 a.m. local time on October 02, 2020, will be returned unopened.

- (b) Before being officially received, the Proposal envelope will be marked by the Town, with the time and the date that the envelope was received in the office.
- (c) The terms and conditions of this RFP shall remain firm and open for acceptance up to and including December 02, 2020.

5.4 Documentation

- (a) One (1) original and three (3) copies of the Proposal are required.
- (b) All Proposals must be legible and written in ink or typewritten.
- (c) All Proposals must be submitted in a sealed envelope, clearly labelled in accordance with Section 5.3.

5.5 Post Submission Presentation

Respondents must be prepared for an in-person or virtual presentation of their proposal if the Town deems it necessary to assist in the evaluation process. Exact timing will be confirmed by the Town.

5.6 Communications

All requests for information and/or clarification as well as questions regarding the interpretation of the terms set out in this RFP should be referred to:

Raymond Callery, Chief Administrative Officer
rcallery@greaternapanee.com

5.7 Addenda

Proponents will be advised by Addenda, of any additions, deletions and alterations to the requirements of this RFP document. All such changes shall form part of the RFP document and shall be allowed for in arriving at the total submission price.

The issuance of any Addenda will be posted on the Greater Napanee website by no later than September 02, 2020 at 4:00 p.m. local time (Refer to Section 5.1 Timeline).

5.8 Withdrawal or Substitution of Submission

A Respondent may withdraw or substitute all or part of his/her Proposal in writing at any time up to the official closing time. The last Proposal, or amendment to a Proposal received, shall supersede and invalidate all Proposals previously submitted by that Respondent for this RFP. After the official closing date and time all Proposals received shall be irrevocable.

5.9 Alterations or Variations

No alterations or variations of this document shall be valid or binding upon the Town unless authorized in writing in accordance with the procedure set out in Addenda - Section 5.7.

5.10 Proposal Validity Period

Proposals shall remain valid and open for acceptance up to and including December 02, 2020 unless specifically agreed to by both the Town and the Respondent.

Section 6 – Proposal Evaluation

6.1 Evaluation Criteria

Each response to this RFP will be evaluated by the Town to determine the degree to which it complies with the requirements and provisions of the RFP. Factors to be considered will include, but are not necessarily limited to the evaluation criteria as described in Schedule B.

6.2 Review Committee

The Review Committee will be comprised of senior staff from the Town.

6.3 Respondent Declaration

The Respondent, by submission of a proposal, declares that:

- (a) The Respondent has carefully reviewed the RFP requirements and is competent, qualified and experienced in providing the Scope of Services as described in Section 2.2 of this RFP, in a cost-effective manner and in compliance with all applicable federal, provincial, municipal or local laws, statutes, ordinances, regulations, by-laws, directions, orders, policies or guidelines;
- (b) No-one other than the Respondent has any interest in this RFP; and
- (c) All representations in the proposal submission are true and factual.

6.4 Opening of Submissions

All submissions will be opened at the Greater Napanee Town Hall, located at 124 John Street Napanee, Ontario on October 02, 2020 at 11:15 am. Once the proposals have been evaluated in accordance with the criteria in Section

6.1, the rankings will be made public. All submissions will be deemed to be public documents and subject to public information requests.

6.5 Acceptance and Contract

It is expected that one Respondent will be selected to review and analyze the historical municipal property sales process and make recommendations to Greater Napanee Council. Upon selection, the successful Respondent will be required to enter into a contract with the Town. The contract will be based on the specifications in this RFP document and the successful Respondent's submission. Proof of professional liability insurance will also be a requirement of the contract.

6.6 Rejection of Proposals

The Respondent acknowledges that the Town shall have the right to reject any or all Proposals for any reasons, or to accept any Proposal which the Town, in its sole unfettered discretion, deems most advantageous to itself. The lowest or any Proposal will not necessarily be accepted, and the Town shall have the unfettered right to:

- (i) accept a non-compliant Proposal;
- (ii) accept a Proposal which is not the lowest priced Proposal; or
- (iii) reject a Proposal that is the lowest priced Proposal received.

The Respondent further acknowledges that the Town may rely upon the criteria which the Town deems relevant, even though such criteria may not have been disclosed to the Respondent. By submitting a Proposal, the Respondent acknowledges the Town's rights under this section and absolutely waives any right or cause of action against the Town and its consultants, due to the Town's failure to accept the Proposal submitted by the Respondent, whether such right or cause of action arises in contract, negligence, or otherwise.

6.7 Incurred Costs

The Town shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Respondent(s) prior or subsequent to the acceptance or rejection by the Town of any Proposal due to any delay in the acceptance of a Proposal.

6.8 Errors and Omissions

The Town shall not be held liable for any errors or omissions in any part of this RFP. While the Town has used considerable effort to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Respondents. The information is not guaranteed or warranted to be accurate by the Town, nor is it necessarily comprehensive or exhaustive.

6.9 Cancellation

The Town reserves the right to cancel this RFP and/or to re-issue a revised RFP.

6.10 Limitation of Liability

The Town shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Respondent prior or subsequent to, or by reason of the selection or rejection by the Town of any Respondent and its proposal or any components thereof, or by reason of any delay in the selection of a Proposal or partial Proposal, or by reason of the Town and a Respondent being unable to reach an agreement on terms mutually satisfactory to them.

SCHEDULE A – Respondent Declaration

(To Be Signed and Submitted with Proposal)

THIS PROPOSAL IS SUBMITTED BY: _____

TO: THE TOWN OF GREATER NAPANEE

1. I, _____ of _____

DECLARE that no person, firm or corporation other than the one whose signature or the signature of whose proper officers is or are attached below has any interest in this submission or in the contract proposed to be taken.

2. **I FURTHER DECLARE** that this Proposal is made without any connection knowledge, comparison of figures or arrangement with any other company, firm or person making a Submission for the same project and is in all respects fair and without collusion or fraud.

3. **I FURTHER DECLARE** that no Employee or Elected Official of The Corporation of the Town of Greater Napanee, is or will become interested directly or indirectly as a contracting part or otherwise in the performance of the contract or in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be used therein or in any of the monies to be derived therefrom.

4. **I FURTHER DECLARE** that the several matters stated in the said Submission are in all respects true.

5. **I FURTHER DECLARE** that I have carefully examined the RFP, including all Addenda and hereby acknowledge the same to be part and parcel of any contract to be let for the provision of the review of the municipal property sales process therein described or defined for the costs and/or rates as described in my submission.

6. **I FURTHER DECLARE** that I have a clear understanding of the requirements in accordance with the scope of services involved in this contract.

7. **I FURTHER DECLARE** that this offer is to continue open to acceptance until the formal contract is executed by the successful Proponent for the said review of municipal property sales process for a period ending December 02, 2020, whichever first occurs and that the Town may, at any time, within that period, without notice, accept this Submission whether any other Submission has been previously accepted.

8. **I FURTHER DECLARE** that the awarding of the contract based on this RFP by the Town shall be an acceptance of this Proposal.

9. **I FURTHER DECLARE** that in the event of default or failure on our part, that the Town shall be at liberty to advertise for a new RFP, or to carry out the works in any other way they deem best, and I also agree to pay to the said Town the difference between this RFP and any greater sum which the Town may expend or incur by reason of such default or failure or by reason of such action as aforesaid, on their part, including the cost of any advertisement for a new RFP; and to indemnify and save harmless the Town and its officers from all loss, damage, cost charges and expenses, which they may suffer or be put to by reason of any such default or failure on our part.

Company Name: _____

Company Address: _____

Tel. _____ Fax: _____ Email: _____

Name of Person (with authority to Bind the Company) _____

Signature: _____

Date: _____

Name of Witness: _____

Signature: _____

Date: _____

SCHEDULE B – Evaluation Criteria

Table I – Evaluation Matrix – Respondent Qualifications

Criteria	Maximum Points	Points Scored
1. <u>Respondent Profile</u> <ul style="list-style-type: none"> • General capabilities & qualifications • Understanding of Municipal processes & procedures • References – based on similar, previous undertakings 	10	
2. <u>General</u> <ul style="list-style-type: none"> • Location of firm and the ability to deliver the review in a timely manner • Level of Proponent’s resources committed to the review • Concise understanding of the requested Phasing approach 	10	
3. <u>Meeting the RFP Scope of Services & Objectives</u> <ul style="list-style-type: none"> • Detailed work plan in accordance with the requested Phasing • Completeness of the submission • Proponent’s expectation of internal support required 	30	
Total Score – Respondent Qualifications	50	

Table II - Evaluation Matrix - Price Proposal

Criteria	Maximum Points	Points Scored
4. Price	50	
Total score for all components from Table I	50	
Total Score (Table I & II)	100	