

**Published Date: April 13, 2022**

**City Contact: Peter McGee, 403-356-8981**

**Submission Instructions:**

Respondents are to send in their response electronically only via email to : peter.mcgee@reddeer.ca  
No later than **1:30:59 P.M. (Alberta Time) on May 6, 2022.**

**REAL ESTATE SERVICES – LISTING AGENT – TIMBERLANDS NORTH**

Quotations must be received by the submission deadline outlined above, electronically, through email. Late submissions will be rejected.

Respondents are cautioned that the timing of the Quotation submission is based on when the Quotation is **received**, not when a Quotation is submitted by a Respondent, as Quotation transmission can be delayed due to file transfer size, transmission speed, etc. For these reasons, it is recommended that Respondents allow sufficient time to upload their Submission and attachment(s) (if applicable) and to resolve any issues that may arise.

**This Request for Quotation (the “RFQ”) is issued by The City of Red Deer (the “City”). This RFQ consists of the following sections:**

- 1. Part 1 – RFQ Process**
- 2. Part 2 – Respondent Acknowledgement**
- 3. Appendix A – Lot Availability Map**



## PART 1 – RFQ PROCESS

The City of Red Deer (the “City”) invites interested vendors (respondents) to submit a quotation for the **Real Estate Services – Listing Agent – Timberlands North**. The submission deadline for this RFQ is May 6, 2022, **1:30:59 PM Alberta Time**.

### 1. Deliverables

The Deliverables required are as follows:

This Request for Quotation (the “RFQ”) is an invitation by the City to submit non-binding proposals for the provision of providing Real Estate Services – Listing Agent to best represent the City’s residential properties located in Timberlands North subdivision, as listed in Appendix A, (the “Deliverables”) as set out in this section of the RFQ. The lots that have not been identified within the attached Appendix A have been reserved by the City for the Central Alberta Builders Group and not available for listing.

The selected respondent will be requested to enter into negotiations for an agreement with the City for the provision of the deliverables. The term of the agreement will be for one year starting July 1, 2022 and expiring June 30, 2023. The selected respondent will be requested to enter into negotiations for an agreement with the City for the provisions of the Deliverables.

Depending on the results and outcome of the deliverables of the project expressed in the RFQ document, additional related work unforeseen at this time may come into existence. The City reserves the right to either utilize the services of the successful Respondent for additional related work, subject to the successful Respondent’s performance and successful negotiation, or return to the market with a new Request for Quotation document when in the City’s best interest.

Successful Respondent will be expected to deliver the following:

- Provide an alternative marketing initiative for Timberlands North to prospective builders and home purchaser; and
- Assist the City of Red Deer’s, Land & Economic Development Department, in the selling of those residential lots shown in Appendix A (the City provides and controls the Land Sales Agreement).

While the agreement will be exclusive vis a vis other listing agents, the City reserves the right to sell property directly as the Owner.

### Background

Located along the intersection of 30<sup>th</sup> Avenue and 67<sup>th</sup> Street is Timberlands North. Set apart with its enhanced parks and amenities, connected pathways, vibrant streetscapes, diverse housing options and convenient access to retail services, Timberlands North is a place to put down your roots.

Public space is featured prominently in Timberlands North. The distinct relationship between public and private space is enhanced through communal amenities, interpretive signage, enhanced landscapes and connected transportation networks.

Timberlands North strikes a balance between vehicles and pedestrians by placing greater emphasis on mobility options through an expanded pathway network. Safer street crossings, way-finding signage, decorative materials

and pedestrian scaled lighting are key enhancements that complement the mobility network.

Timberlands North is home to schools, social and cultural hubs, transit networks, convenience retail and recreation activities; altogether providing a complete community and lifestyle.

With close proximity to existing and future schools, Timberlands North provides access and choice. Future schools will feature amenities such as sports fields, ice rinks and a track and field centre, providing opportunities for outdoor leisure and community participation.

Timberlands North provides opportunity for everyone to find their perfect home. Whether you are a first time home buyer, renter, growing family, or aging in place, Timberlands North recognizes that complete communities thrive on bringing together residents of all kinds.

The streets of Timberlands North offer visually diverse housing styles and connections to park spaces, creating a sense of uniqueness for neighbours living on the same street. Timberlands North presents itself as an inclusive community, offering flexibility to find the right home for you. Housing types available are:

- Single Family
- Carriage Homes
- Wide-Shallow lots
- Townhomes
- Live-work Units
- Mixed Use Residential

For more information regarding Timberlands North visit the following link:

<https://www.reddeerland.ca/residential/timberlands/>

## 2. Schedule

Information relevant to this RFQ process is set out in the following schedule:

Deadline for Questions	<b>April 28, 2022</b>
Deadline for Response to Questions	<b>May 3, 2022</b>
Submission Deadline	<b>May 6, 2022 at 1:30.59 pm</b>

The City may, in its sole discretion, amend any date or time in the schedule, including the Submission Deadline. Any amendment to the Submission Deadline will be communicated to respondents through email.

## 3. Terms and Conditions for the Deliverables

The City's standard terms and conditions shall govern the provision of the Deliverables with the selected respondent.

## 4. Stages of Evaluation

The City will endeavour to complete the evaluation of all compliant quotations received within 30 days of the closing deadline. The evaluation of quotations will be conducted in the following stages:

- Stage I will consist of a review to determine which submissions satisfy all of the mandatory requirements. Those submissions that satisfy the mandatory requirements will proceed to Stage II.
- Stage II will consist of an evaluation of the quotation to determine the high score based on the following criteria:

Rated Criteria Category	Weighting (Points)
<b>Company Information</b>	<b>20</b>
<b>Solution</b>	<b>20</b>
<b>Project Team</b>	<b>20</b>
<b>Fee Structure</b>	<b>40</b>
<b>Total Points</b>	<b>100</b>

## 5. Mandatory Requirements

The mandatory requirements of this RFQ at the time of the Submission Deadline are as follows:

- (a) Bid submission must be **via email only**.

## 6. Rated Criteria

**Company Information** – Provide details regarding background, history, services and capabilities.

**Solution** – Provide details on:

- Basic summary of the solution; and
- List of tasks and proposed timelines; and
- Details on proposed solution, including features and functionality, options & add-ons, scalability, and technical requirements.

**Project Team** – Respondents should provide information on key team members including experience, related projects, samples and CV's.

**Fee Structure** – Respondents should provide a proposed commission base and other fees.

## 7. Notification of Award

Respondents will be notified of the outcome of the Procurement process in the same manner that this RFQ was originally advertised.

## 8. Non-Canadian Respondents

Due to restrictions set by the Federal Government of Canada on foreign persons coming to Canada to perform work under a contract with a Canadian company, if a non-Canadian Respondent is selected by the City, prior to entering into the Contract, the City will request the Respondent to provide the City with additional information regarding its personnel. Admission clearance to Canada for Foreign Workers is approved by the Government of Canada. The Respondent is responsible to ensure any personnel entering Canada under this contract meets Immigration Canada requirements.

In order to submit an Offer of Employment the City requires the following information from each Foreign Worker that will be requesting permission to enter Canada to work:

- Family name (surname) as shown on the passport
- Given name(s) as shown on the passport
- Gender
- Date of Birth
- Country of Birth
- Country of Residence
- Citizenship
- Passport Number
- Education (degrees/diplomas/certifications) and any licenses (state engineering licenses)

## **PART 2 – RESPONDENT ACKNOWLEDGEMENT**

In responding to this RFQ, and to be eligible for consideration, each respondent among other things acknowledges its acceptance of the RFQ provisions set out below:

### **1. Terms of Reference and Governing Law**

- a) this RFQ process is not intended to create a formal legally binding bidding process and shall not give rise to the legal rights or duties applied to a formal Contract A binding bidding process or any other legal obligations arising out of any tendering process contract or collateral contract, and instead shall be governed by the common law applicable to direct commercial negotiations;
- b) the respondent shall keep this RFQ and any contract that may result from this RFQ process confidential;
- c) neither party shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, the failure to award a contract or the failure to honour a quotation;
- d) the respondent will bear its own costs associated with, or incurred in, the preparation and presentation of its quotation, including, if applicable, costs incurred for interviews or demonstrations;
- e) no legal obligation regarding the procurement of any good or service shall be created between the respondent and City until the City accepts the respondent's response in writing;
- f) when evaluating quotations, the City may request further information from the respondents or third parties in order to verify and clarify the information provided in the respondent's submission, and the City may revisit and re-evaluate the respondent's submission or ranking on the basis of any such information;
- g) The City's evaluation may include information provided by the Respondent's references and may also consider the Respondent's past performance on previous contracts with the City or other institutions. The City may disqualify the Respondent or rescind a contract subsequently entered into if the Respondent's response contains misrepresentations or any other inaccurate, misleading or incomplete information;
- h) The City's policy is to refuse to do business with parties who do not act in good faith towards the City, whether by failing to live up to the terms of their agreements or by entering into frivolous or vexatious litigation with the City. Accordingly, the City will review submissions based on past performance and any history of litigation in accordance with its policies;
- i) the respondent consents to the City's collection of the information as contemplated under this RFQ for the uses contemplated under this RFQ;
- j) the City may elect not to consider a respondent whose quotation contains misrepresentations or any other inaccurate, misleading or incomplete information;
- k) the City may prohibit a respondent from participating in a procurement process based on poor past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to (i) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information, (ii) the refusal of the respondent to honour its pricing or other commitments made in its quotation, or (iii) any other conduct, situation or circumstance, as solely determined by the City, that constitutes a Conflict of Interest;
- l) any contract awarded pursuant to this RFQ is subject to budget availability;

- m) the City may cancel this RFQ process at any time; and
- n) these terms (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and (c) are to be governed by, and interpreted and construed in accordance with, the laws of the province of Alberta and the federal laws of Canada applicable therein.

## **2. Ability to provide Deliverables**

The respondent has carefully examined this RFQ and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFQ for the quoted price and has provided a list of any subcontractors to be used to complete the proposed contract.

## **3. Non-binding Price Estimates**

Respondents should provide pricing for the Deliverables as requested.

The respondent confirms that the pricing information provided is accurate. The respondent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

The respondent acknowledges that the pricing includes all applicable duties and taxes, all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the City, all costs of installation and set-up, including any pre-delivery inspection charges and all other overhead, including any fees or other charges required by law, except Goods and Services Tax (GST). GST must be included as a separate line item.

## **4. Tie Score**

In the event of a tie score, the selected respondent will be determined by the respondent whose products and services are the most environmentally sound. The City may request additional information from respondent to make this determination. If the City is unable to determine which respondent has more environmentally sound products and services, then the tie will be resolved by way of a coin toss.

## **5. Conflict of Interest**

The respondent acknowledges that it does not have any conflict of interest in respect of submitting a response to this RFQ or in providing the Deliverables.

For the purposes of this section, the term “Conflict of Interest” means:

(a) in relation to the RFQ process, the Respondent 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 City in the preparation of its quotation that is not available to other Respondents, (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process, or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFQ process; or

(b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the Respondent'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.

## **6. No Lobbying**

A Respondent may not, in relation to this procurement or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Respondent(s).

Without limiting the generality of the above statement, at any time during the RFQ process, Respondents and Respondent Team Members are prohibited from contacting, or attempting to contact, either directly or indirectly, any of the following persons or organizations on matters related to the RFQ process, the RFQ documents, or the quotations:

- a) any member of the evaluation committee;
- b) any person employed or engaged by The City, or any person who was previously employed by The City and who would have information relating to the procurement of the Deliverables, other than the City Contact;
- c) any member of the municipal council of The City or any member of a councillor's staff; or
- d) any other Respondent or Respondent representatives

## **7. Confidential Information of Respondent**

A respondent should identify any information in its quotation or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the City. The respondent acknowledges that the City is subject to the *Freedom of Information and Protection of Privacy Act*. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their quotations will, as necessary, be disclosed on a confidential basis, to the City's advisers retained for the purpose of evaluating or participating in the evaluation of their quotations. If a respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the City contact person.



## Appendix A Lot Availability Map



- Block 1, Lots 1, 2, 8-10**
- Block 2, Lots 1-6**
- Block 3, Lots 9-13**
- Block 4, Lots 16, 17, 20, 21, 23-30**
- Block 5, Lots 18-25**
- Block 9, Lots 1-28**
- Block 10, Lots 1, 5, 6, 8, 9, 11-13**
- Block 11, Lots 1-3, 5-12**