



# **REQUEST FOR PROPOSALS FOR**

**Real Estate Services for  
University Owned Property  
in Cape Breton**

**For Acadia University**

Request for Proposal Number: AU2019-003

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## **PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS**

### **1.1 Invitation to Proponents**

This Request for Proposals (“RFP”) is an invitation by Acadia University (Acadia) to prospective proponents to submit proposals for the provision of Real Estate Services for University Owned Property in Cape Breton as further described in Part 2 – RFP Particulars (Appendix D) (the “Deliverables”).

Acadia University has been gifted a residential property in Cape Breton, Nova Scotia. The University is seeking a realtor to assist with the selling of this property. The property has been independently assessed and the sale will follow the existing Board policy for Sale of University Land and Property.

The mission of Acadia University is to provide a personalized and rigorous liberal education; promote a robust and respectful scholarly community; and inspire a diversity of students to become critical thinkers, lifelong learners, engaged citizens, and responsible global leaders.

### **1.2 RFP Contact**

For the purposes of this procurement process, the RFP Contact shall be:

Pat Mora

Coordinator, Procurement and Risk Management

[pat.mora@acadiau.ca](mailto:pat.mora@acadiau.ca)

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the University, other than the RFP Contact or their designate, concerning this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal

### **1.3 Type of Contract for Deliverables**

The selected proponent will be requested to enter into negotiations for an agreement with Acadia University for the provision of the Deliverables. Acadia University may enter into an agreement with more than one (1) legal entity.

The initial term of the agreement will be for a period of twelve (12) months. Acadia University reserves the right to extend the agreement for two (2) extensions of 6 months extension(s) beyond the initial term, for an overall potential maximum of two (2) years in total. Acadia University may terminate the contract as per Nova Scotia Real Estate Trade Act and Commission bylaws, procedures and policies.

## 1.4 RFP Timetable

Issue Date of RFP	February 8, 2019
Call/Meeting with interested proponents	February 15, 2019
Site Visits (weather permitting)	Upon request, availability and weather permitting
Deadline for Questions	February 29, 2019 @ 4:00 PM Atlantic Time
Deadline for Issuing Addenda	March 4, 2019
Submission Deadline Date and Time	March 11, 2019 @ 4:00 PM Atlantic Time
Rectification Period	2 days
Vendor Interviews	March 13, 2019
Anticipated Ranking of Proponents	March 14, 2019
Contract Negotiation Period	2 days
Anticipated Execution of Agreement	March 15, 2019

The RFP timetable is tentative only, and may be changed by Acadia University at any time.

Should Acadia University be closed for unforeseen reasons (storm closures, etc.) on the Submission Deadline Date of this RFP, the new deadline date will be the next business day that the University is open. The submission Deadline Time will remain the same, as noted above.

### 1.4.1 Site Visit

Proponents interested in submitting a proposal can request a site visit. This review of the property will be dependent on weather.

The site visit is not mandatory for those interested in submitting a proposal.

## 1.5 Submission of Proposals

### 1.5.1 Proposals to be submitted at the Prescribed Location

Proposals must be submitted at:

**Procurement  
Financial Services  
3rd Floor, University Hall  
Acadia University  
15 University Avenue  
Wolfville, NS, B4P 2R6**

Ensure the external packaging is marked with the RFP number and proponent's contact information.

### 1.5.2 Proposals to be submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline as indicated in Section 1.4. Proposals submitted after the Submission Deadline will be rejected. Acadia University's time clock will be deemed to be correct.

### 1.5.3 Proposals to be submitted in Prescribed Format

**In a sealed package**, proponents should submit their proposal containing the following technical and financial proposals as follows:

## **1) Technical Proposal**

**In a sealed envelope which should be included in the sealed package**, include **two (2)** hard copies of the Technical proposal and all supporting documents, and **one (1)** electronic copy of the technical proposal saved as a MS Excel and all supporting documents saved as a Portable Document Format (PDF) on **one (1)** USB flash drive.

Label the USB flash drive with the proponent's name and RFP #. The file name on the electronic copy for the Technical proposal should include an abbreviated form of the proponent's name and RFP #.

The technical proposal envelope should be prominently marked as "Technical Proposal" with the RFP title and number (see RFP cover) and the full legal name and return address of the proponent.

Technical proposals should be comprised of:

- a) Completed Appendix B - Submission Form,
- b) Proposed terms of engagement document as outlined in Appendix A - Form of Agreement,
- c) Completed proposal response to Appendix D – RFP Particulars,
- d) Completed Appendix E - Reference Form,
- e) Completed Appendix F - Key Personnel Form

**Financial information is not to be included in the technical proposal.**

## **2) Financial Proposal**

**In a sealed envelope which should be included in the sealed package**, include **two (2)** hard copy of the financial proposal (completed response to Appendix C – Submission Pricing) and **one (1)** electronic copy of the financial proposal saved as MS Excel, and all supporting documents saved as a Portable Document Format (PDF) on **one (1)** USB flash drive.

Label the USB flash drive with the proponent's name and RFP #. The file name on the electronic copy for the Financial Proposal should include an abbreviated form of the proponent's name and RFP number.

The sealed Financial Proposal envelope should be prominently marked as "Financial Proposal" with the RFP title and number (see RFP cover) and the full legal name and return address of the proponent.

The Financial Proposal should be comprised of:

- a) Completed response to Appendix C - Submission Pricing Form
- b) Detailed quotation and supplemental information

If there is a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail.

In the interest of sustainability, please refrain from using binders, binding, plastic covers, or similar fastening or presentation materials when submitting the proposal (staples and removable clips are

acceptable). Similarly, unless specifically requested in this solicitation document, proponents should not submit product catalogues, swatches, or other marketing materials with their proposal.

**Acadia University will not accept proposals submitted by facsimile transfer, email, or any other electronic means.**

#### **1.5.4 Amendment of Proposals Prior to Submission Deadline**

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out above in Section 1.5.1. Any amendment must clearly indicate which part of the proposal the amendment is intended to amend or replace. Any amendments received after the Submission Deadline will not be accepted. Amendment must be signed by the person who signed the original bid submission, or a person authorized to sign on his or her behalf.

#### **1.5.5 Withdrawal of Proposals**

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the Acadia University RFP Contact and must be signed by an authorized representative of the proponent. Acadia University is under no obligation to return withdrawn proposals.

[End of Part 1]

## **PART 2 – EVALUATION AND NEGOTIATION**

### **2.1 Stages of Proposal Evaluation and Negotiation**

Acadia University will conduct the evaluation of proposals in the following four (4) stages:

Stage I: Mandatory Submission Requirements

Stage II: Evaluation

Stage III: Pricing

Stage IV: Ranking and Contract Negotiations

### **2.2 Stage I - Mandatory Submission Requirements**

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. If a proposal fails to satisfy all the mandatory submission requirements, Acadia University will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be excluded from further consideration. The Rectification Period will begin to run from the date that Acadia University issues a rectification notice to the proponent.

**The mandatory submission requirements are as follows:**

#### **2.2.1 Form of Agreement ([Appendix A](#))**

Each proponent must include a proposed terms of engagement document.

#### **2.2.2 No Amendment to Forms**

Other than inserting information requested on the mandatory submission forms set out in the RFP, a respondent may not make any changes to any of the forms. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, will be disqualified.

#### **2.2.3 Submission Form ([Appendix B](#))**

Each proposal must include a Submission Form ([Appendix B](#)) completed and signed by an authorized representative of the proponent.

#### **2.2.4 Pricing Submission Form ([Appendix C](#))**

Each proposal must include a Pricing Submission Form ([Appendix C](#)) completed according to the instructions contained in the form.

#### **2.2.5 RFP Particulars ([Appendix D](#))**

Each proposal must include an RFP Particulars Form ([Appendix D](#)) completed according to the instructions contained in the form.

#### **2.2.6 Reference Form ([Appendix E](#))**

Each proponent must complete the Reference Form ([Appendix E](#)) and include it with its proposal.

## 2.3 Stage II - Evaluation

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed further in the evaluation process.

Rated Criteria Category	Weighting	Minimum Threshold
D.4.1 Proponent Experience, Qualifications, Service & Support	25 points	12.5 points
D.4.2 Technical - Performance	10 points	5 points
D.4.3 References	20 points	10 points
D.4.4 Marketing plan for property	25 points	12.5 points
<b>Subtotal A</b>	<b>80 points</b>	<b>40 points (50% of Subtotal A)</b>
C.3.1 Pricing	20 points	N/A
<b>Total Weighting</b>	<b>100 points</b>	<b>50 points (50%)</b>

Stage II will consist of the following two sub-stages:

### 2.3.1 Mandatory Technical Requirements

Acadia University will review the proposals to determine whether the mandatory technical requirements as set out in the Mandatory Technical Requirements Section of the RFP Particulars ([Appendix D](#)) have been met. Questions or queries to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in the Verify and Clarify Section. If the proponent fails to satisfy the mandatory technical requirements, its proposal will be excluded from further consideration.

### 2.3.2 Rated Criteria

Acadia University will evaluate each compliant proposal on the basis of the rated criteria as set out in Section D.4 of the RFP Particulars ([Appendix D](#)).

## 2.4 Stage III - Pricing

Stage III will consist of a scoring of the submitted pricing of compliant proposals in accordance with the price evaluation method set out in the Pricing Submission Form ([Appendix C](#)). The evaluation of price will be undertaken after the evaluation of mandatory submission requirements, mandatory technical requirements, and rated criteria has been completed, and only for those proposals that have met all minimum threshold scores.

## 2.5 Stage IV – Ranking and Contract Negotiations

### 2.5.1 Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and each proponent will be ranked based on its total score. The top-ranked proponent will receive a written invitation to enter direct contract negotiations to finalize an agreement with Acadia University. Upon finalization of the Agreement with Acadia University, the proponent shall thereafter be known as the successful Proponent.



### **2.5.2 Consecutive Negotiations Process**

Any negotiations will be subject to the process rules contained in the terms and conditions of the RFP Process ([Part 3](#)) and will not constitute a legally binding offer to enter into a contract on the part of Acadia University or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement ([Appendix A](#)) are to form the basis for commencing negotiations between Acadia University and the selected Proponent. Negotiations may include requests by Acadia University for supplementary information from the Proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by Acadia University for improved pricing or performance terms from the Proponent.

### **2.5.3 Time Period for Negotiations**

Acadia University intends to conclude negotiations and finalize an agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date Acadia University invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

### **2.5.4 Failure to Enter into Agreement**

If the top-ranked proponent and Acadia University cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, Acadia University may, upon notice, discontinue negotiations with the top-ranked proponent and may invite the second ranked proponent to enter into negotiations. This process shall continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until Acadia University elects to cancel the RFP process.

### **2.5.5 Notification to Other Proponents**

Once an agreement is finalized and executed by Acadia University with a proponent, the other proponents will be notified in accordance with the Terms and Conditions of the RFP Process ([Part 3](#)).

[End of Part 2]

## **PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 Proponents to Follow Instructions**

Proponents should structure their proposals in accordance with the instructions in the RFP. Where information is requested in the RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

#### **3.1.2 Language**

All proposals are to be in English.

#### **3.1.3 No Incorporation by Reference**

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

#### **3.1.4 References and Past Performance**

In the evaluation process, Acadia University may include information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with Acadia University.

#### **3.1.5 Institution's Information in RFP Only an Estimate**

Acadia University and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in the RFP or issued by way of addenda. Any quantities shown or data contained in the RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents scale and scope of the Deliverables. It is the proponent's responsibility to avail itself of all the necessary information to prepare a proposal in response to the RFP.

#### **3.1.6 Proponents Shall Bear Their Own Costs**

The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews, demonstrations, presentations, and site visits by the evaluation team.

#### **3.1.7 Proposal to be retained by Acadia University**

Acadia University will not return the proposal or any accompanying documentation submitted by a proponent.

#### **3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract**

Acadia University makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. Acadia University may contract with others for goods and services the same as, or similar, to the Deliverables or may obtain such goods and services from resources within Nova Scotia.

## **3.2 Business Registration**

Proponents may be required to be registered to carry on business in accordance with applicable laws. For information on the business registration requirements of the Nova Scotia Registry of Joint Stock Companies, please consult

<http://www.novascotia.ca/snsmr/access/business/registry-joint-stock-companies.asp>

The status of a proponent's business registration does not preclude the submission of a proposal in response to this RFP. A proposal can be accepted for evaluation, regardless of (i) whether the company is registered, or (ii) whether its business registration is in good standing. However, a contract cannot be awarded unless the successful proponent is registered and in good standing, in accordance with applicable laws.

If the proponent's business is not required to register in Nova Scotia, the proponent will be required to submit registration from their applicable jurisdiction.

## **3.3 Communication after Issuance of RFP**

### **3.3.1 Proponents to Review RFP**

Proponents shall promptly examine all of the documents comprising the RFP, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email to the RFP Contact, as set out in Section 1.2 on or before the proponent's Deadline for Questions. Acadia University is not obligated to respond to questions or comments received after this period has passed. No such communications are to be directed to anyone other than the RFP Contact. Acadia University is under no obligation to provide additional information, and Acadia University will not be responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the Acadia University RFP Contact on any matter it considers to be unclear. Acadia University shall not be responsible for any misunderstanding on the part of the proponent concerning the RFP or its process.

### **3.3.2 All New Information to Proponents by Way of Addenda**

This RFP may be amended only by an addendum in accordance with this section. If Acadia University, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated by addendum on the Nova Scotia Procurement Web Portal. Each addendum forms an integral part of this RFP.

Such addenda may contain important information, including significant changes to the RFP. Proponents are responsible for obtaining all addenda issued by Acadia University.

### **3.3.3 Post-Deadline Addenda and Extension of Submission Date**

If an addendum is issued after the Deadline for Issuing Addenda, Acadia University may at its discretion extend the Submission Date for a reasonable amount of time.

### **3.3.4 Verify and Clarify**

When evaluating responses, Acadia University may request further information from the proponent or third parties in order to verify or clarify the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section C.3 of the RFP Particulars (Appendix D) Acadia University may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

## **3.4 Notification and Debriefing**

### **3.4.1 Notification of Outcome of Procurement Process**

Once an Agreement is executed by Acadia University with a Proponent, the other proponents may be notified directly in writing, and notification of the outcome of the procurement process will be posted on the Nova Scotia Procurement Web Portal and the ISI website.

### **3.4.2 Debriefing**

Proponents may request a debriefing after posting of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of posting of the outcome of the procurement process. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

### **3.4.3 Supplier Complaint Procedure**

If a proponent wishes to file a complaint in regards to the RFP process, it must provide written notice to the RFP Contact within thirty (30) days of posting of the outcome of the process on the Nova Scotia Procurement Web Portal and Acadia University will respond in accordance with its Supplier Complaint Protocol.

## **3.5 Conflict of Interest and Prohibited Conduct**

### **3.5.1 Conflict of Interest**

Acadia University may disqualify a proponent for any conduct, situation or circumstance, determined by Acadia University, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" has the meaning ascribed to it in the Submission Form [\(Appendix B\)](#).

### **3.5.2 Disqualification for Prohibited Conduct**

Acadia University may disqualify a proponent, rescind an invitation to negotiate or terminate an agreement entered into if Acadia University, in its sole and absolute discretion, determines that the proponent has engaged in any conduct prohibited by this RFP.

### **3.5.3 Prohibited Proponent Communications**

The proponent shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B). For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Appendix B).

### **3.5.4 Proponent not to Communicate with Media**

A proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any contract awarded pursuant to this RFP without first obtaining the written permission of the Acadia University RFP Contact.

### **3.5.5 No Lobbying**

A proponent shall not, in relation to this RFP 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 proponent.

### **3.5.6 Illegal or Unethical Conduct**

Proponents shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of Acadia University; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

### **3.5.7 Rejection of Bids**

Acadia University may reject a bid based on past performance or based on inappropriate conduct, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the Contractor to honour its submitted pricing or other commitments;
- (c) any conduct, situation or circumstance determined by Acadia University, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest; or
- (d) Acadia University's past experience with the proponent within the last 18 months for similar or related services

## **3.6 Confidential Information**

### **3.6.1 Confidential Information of Institution**

All information provided by or obtained from Acadia University in any form in connection with the RFP either before or after the issuance of the RFP

- (a) is the sole property of Acadia University and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to the RFP and the performance of any subsequent Contract;
- (c) must not be disclosed without prior written authorization from Acadia University; and
- (d) shall be returned by the proponents to Acadia University immediately upon the request of Acadia University.

### **3.6.2 Confidential Information of Proponent**

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by Acadia University. The confidentiality of such information will be maintained by Acadia University, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis, to Acadia University's advisers retained for the purpose of evaluating or participating

in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to the RFP, questions are to be submitted to the Acadia University RFP Contact.

### **3.6.3 Personal Information International Disclosure Protection Act**

The *'Personal Information International Disclosure Protection Act'* (PIIDPA), creates obligations for the Acadia University and its service providers when personal information is collected, used or disclosed. Provisions related to PIIDPA requirements shall be included in the agreement terms. A copy of the Act is available online at:

<http://nslegislature.ca/legc/statutes/persinfo.htm>

## **3.7 Procurement Process Non-binding**

### **3.7.1 No Contract A and No Claims**

The procurement process is not intended to create and shall not create a formal legally binding proposal process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the RFP shall not give rise to any "Contract A"-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the proponent nor Acadia University shall have the right to make any breach of contract, tort or other claims against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to the RFP.

### **3.7.2 No Contract until Execution of Written Agreement**

The RFP process is intended to identify prospective vendors for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and Acadia University by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

### **3.7.3 Non-binding Price Estimates**

While the pricing information provided in responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

### **3.7.4 Cancellation**

Acadia University may cancel the RFP process without liability at any time prior to the execution of a written agreement between the Acadia University and a proponent.

### **3.7.5 Governing Law and Interpretation**

These terms and conditions of the RFP Process (Part 3):

(a) are intended to be interpreted broadly and independently (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 construed in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein.

[End of Part 3]

## **APPENDIX A – FORM OF AGREEMENT**

Proponents shall include a proposed terms of engagement document with their proposal that Acadia University and the successful proponent will use as the basis of the negotiation phase of the contract development process.

The terms of the agreement that will be used for this project are provided below.

**Proponent to insert the full text of your contract here.**

[End of Part 2]



## APPENDIX B – SUBMISSION FORM

### B.1 Proponent Information

<b>Please fill out the following form, naming one person to be the proponent’s contact for the RFP process and for any clarifications or communication that might be necessary.</b>	
<b>Full Legal Name of Proponent:</b>	
<b>Any Other Relevant Name under which Proponent Carries on Business:</b>	
<b>Street Address:</b>	
<b>City, Province/State:</b>	
<b>Postal Code / Zip Code:</b>	
<b>Phone Number:</b>	
<b>Fax Number:</b>	
<b>Company Website (if any):</b>	
<b>Proponent Contact Name and Title:</b>	
<b>Proponent Contact Phone:</b>	
<b>Proponent Contact Fax:</b>	
<b>Proponent Contact Email:</b>	
<b>Nova Scotia Registry of Joint Stock Number (Leave blank if NOT applicable):</b>	
<b>HST / GST Registration Number (Leave blank if NOT applicable):</b>	
<b>SIN # (only required if you do not have an HST/GST or NSRJST number):</b>	

### B.2 Acknowledgment of Non-binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding proposal process, and that there will be no legal relationship or

obligations created until Acadia University and the selected proponent have executed a written contract for the Deliverables.

### **B.3 Ability to Provide Deliverables**

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. The proponent represents and warrants its ability to provide the Deliverables required under the RFP in accordance with the requirements of the RFP for the rates set out in the completed Pricing form (Appendix C).

### **B.4 Mandatory Forms**

The Proponent encloses as part of the proposal the mandatory forms set out below:

<b>FORM</b>	<b>INITIAL TO ACKNOWLEDGE</b>
Appendix A - Proposed Terms of Engagement	
Appendix B - Submission Form	
Appendix C - Pricing Submission Form	
Appendix D - RFP Particulars	
Appendix E - Reference Forms	
Appendix F - Key Personnel Form	

### **B.5 Non-binding Price Estimates**

The proponent has submitted its pricing in accordance with the instructions in the RFP and in the Pricing Submission Form set out in Appendix C. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its eligibility for future work with Acadia University.

### **B.6 Conflict of Interest**

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

(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 Acadia University 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 RFP process; or

(b) in relation to the performance of its contractual obligations, under an agreement 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.

Proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who participated in the preparation of the proposal; **AND** were employees of Acadia University within twelve (12) months prior to the Submission Deadline.

If the box below is not checked, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

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The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our proposal; **AND** (b) were employees of Acadia University and have ceased that employment within twelve (12) months prior to the Submission Date:

<b>Name of Individual:</b>
<b>Job Classification:</b>
<b>Department:</b>
<b>Last Date of Employment with Acadia University:</b>
<b>Name of Last Supervisor:</b>
<b>Brief Description of Individual's Job Functions:</b>
<b>Brief Description of Nature of Individual's Participation in the Preparation of the Proposal:</b>

**(Repeat above for each identified individual)**

The proponent agrees that, upon request, the proponent shall provide Acadia University with additional information from each individual identified above in the form prescribed by Acadia University.

**B.7 Disclosure of Information**

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by Acadia University to Acadia University’s advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Name of Witness  
(Please print)

\_\_\_\_\_  
Name of Proponent Representative  
(Please print)

\_\_\_\_\_  
Title of Proponent Representative  
(Please print)

\_\_\_\_\_  
Date

I have the authority to bind the proponent.

[End of Appendix B]

## APPENDIX C – PRICING SUBMISSION FORM

This Appendix C - Submission Pricing Form has been provided in a separate MS Excel file. See section 1.5.3 for submission instructions.

### C.1 Evaluation of Pricing

Pricing is worth (20) points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated by dividing that proponent's price for that category into the lowest bid price in that category. For example, if a proponent bids \$120.00 for a particular category and that is the lowest bid price in that category, that proponent receives 100% of the possible points for that category ( $120/120 = 100\%$ ). A proponent who bids \$150.00 receives 80% of the possible points for that category ( $120/150 = 80\%$ ), and a proponent who bids \$240.00 receives 50% of the possible points for that category ( $120/240 = 50\%$ ).

Lowest rate  
----- X Total available points = Score for second-lowest rate  
Second-lowest rate

Lowest rate  
----- X Total available points = Score for third-lowest rate  
Third-lowest rate

And so on, for each proposal.

[End of Appendix C]

## **APPENDIX D – RFP PARTICULARS**

### **D.1 The Deliverables (Scope of Work)**

Acadia University is looking for realtor organizations or individuals to express their interest in supplying professional services for the sale of a unique property in Nova Scotia. Acadia University has been donated a private home on White Point Road in Cape Breton, Nova Scotia. The property was donated to the University with the knowledge that the property would be sold. The property has been listed previously by Acadia University. Before it was gifted to the University, it was listed by the previous owner through a private listing.

All firms will be expected to provide a detailed and professional submission, including a detailed marketing plan. The firm selected will be engaged by the university for an initial term of twelve (12) months.

### **D.2 Material Disclosures**

#### **Property Details**

1090 White Point Road, Cape Breton, Nova Scotia

All contract and all matters related to the sale of the property will follow the University's policy for the Sale of Land and Property as well as the Nova Scotia Real Estate Trading Act, Commission bylaws, policies and procedures.

All marketing plans will be reviewed and approved by the University representatives prior to implementation.

Due to the time of year, access to the property is limited. Proponents may request a site visit, but this will be weather dependent. A site visit is not mandatory for proponents to submit a response to the RFP.

The property has been maintained and has received regular maintenance by a custodian.

The property has been listed privately by the former owner and by the University.

### **D.3 Mandatory Technical Requirements**

All proponents must be licensed real estate agents / brokers and can represent a property in the Province of Nova Scotia.

### **D.4 Rated Criteria**

The Appendix D\_E\_F - Technical Requirements Form has been provided in a separate MS Excel File. See Section 1.5.3 for submission instructions. Below is an overview of the rated criteria:

#### **D.4.1 Proponent Experience, Qualifications, Service and Support– Total Points = [**\*\*25 points\*\***]**

Each Proponent is requested to provide Information related to their experience, qualifications, service and support.

**D.4.2 Technical - Performance– Total Points = [\*\*10 points\*\*]**

Each proponent is requested to respond to the information found in the Appendix D tab under the following headings:

- a) Description of current listings
- b) Description of listings in the last three (3) years
- c) Performance metrics on property sales (eg. Number of days listed, closing rate, closing rate/ selling price, sold homes per inventory ratio, number of visits per sale, average sale price per square foot)

**D.4.3 References – Total Points = [\*\* 20 points\*\*]**

Each proponent should provide the references in its proposal. Appendix E - Reference Form has been provided in a separate MS Excel file.

**D.4.4 Marketing Plan – Total Points = [\*\* 25 points\*\*]**

Each proponent is asked to submit a marketing plan for property. This marketing plan should detail the following aspects :

- Listing description
- Details related to property images
- Social media marketing
- Potential buyer
- Non-MLS/ Viewpoint listing strategy
- Other real estate connections outside of Nova Scotia and Canada

[End of Appendix D]

## **APPENDIX E – REFERENCE FORM**

The Appendix E - Proponent Reference Form has been provided in a separate MS Excel file. See section 1.5.3 for submission instructions.

[End of Appendix E]

## **APPENDIX F – KEY PERSONNEL FORM**

The Appendix F - Key Personnel Form has been provided in a separate MS Excel File. See section 1.5.3 for submission instructions.

[End of Appendix F]