



**TOWN OF STEPHENVILLE  
REQUEST FOR PROPOSALS  
SALE OF LAND AND BUILDING 72 MISSOURI DRIVE  
2023 - 004**

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**Issue Date: 19 September 2023  
Closing Date and Time: 03 October 2023 @ 2:00pm  
Public Opening: 03 October 2023 @ 2:01pm**

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## Objective

The Town of Stephenville (the “Town”) is requesting proposals for the sale and development of land and building situated at 72 Missouri Drive, as more particularly described in Schedule “A” hereto (the “Property”). The purpose of this request is to identify an entity with financial capacity and a development plan for the Property that would benefit the entity and the Town from an economic aspect and provide jobs and commerce opportunities for the citizens of the Town and surrounding areas.

## Technical Specifications

Proponents shall ensure that the development proposal and implementation of the project, shall be in accordance with Provincial, Federal and Municipal laws and regulations. The successful proponent shall be responsible for the provision of documents including land surveys, legal fees and maintenance of existing easements.

## Proposal Requirements

Proposals will include:

- a. The name, physical address, email address and telephone number of the proponent, and if the proponent is a body corporate, a list of the directors thereof, and a primary contact name and his/her e-mail address and direct phone number.
- b. Proponent Profile: An overview of the proponent’s services and relevant experience and the qualifications of the key personnel to be assigned to the proposed project. Specify the lead consultant and the project team, their qualifications, expertise, experience with similar projects and references.
- c. References: At least three relevant client references are required, including the client’s name, contact person, phone number, project description, project duration and results.
- d. If the proponent proposes to use the services of one or more subcontractors, the proponent shall:
  - i. identify the subcontractor(s) ;
  - ii. describe the skills and qualifications of the subcontractor(s); describe what portions of the project will be assigned to the subcontractor(s);
  - iii. identify the cost associated with the portions of the project assigned to the subcontractor(s);
  - iv. describe the inclusive periods and percentage of time the subcontractor(s) will devote to the project;
  - v. describe the contractual arrangement contemplated with each subcontractor and describe, generally, the control/delegation of responsibilities anticipated in that arrangement.
- e. Samples of work similar to the scope of this RFP.
- f. A Financial Proposal: Submissions should clearly outline expected costs associated with each step and/or milestone of the project and the payment that the proponent agrees to provide to the Town for the stated property.
- g. A detailed timeline of the required deliverables.
- h. Technical specifications of the proposal.
- i. An outline of how the proposal will meet the objectives of the Town, stated above.

## Innovation

This section is to be used by the proponent to present any additional information that is outside of the scope of the RFP. For example, the proponent may use this section to discuss potential issues that are relevant to the

RFP and their proposal and may comment on requirements he/she feels may be missing from the RFP, or present a unique solution or approach that is not anticipated by the RFP.

### **Timelines**

- a. RFP Closing – 03 October 2023
- b. Agreement in place – November 2023
- c. Startup 2024

### **Selection and Evaluation Criteria**

All Bids will be evaluated by an evaluation committee and analyzed to identify the following significant factors:

#### **EVALUATION CRITERIA**

1. Corporate Profile (Length of time in business, financial status, suitability, references) - 25%
2. Project team (qualifications, expertise, experience with similar projects, references) - 10%
3. Grasp of project objectives, requirements/ scope, including timeline - 35%
4. Cost Proposal - 20%
5. Innovation - 10%

### **Vendor Response**

In preparing the response, the proponent is requested to be concise and to supply all of the requested information. Proponents should feel free to provide any pertinent information on additional features of their project that is not otherwise requested / identified.

Envelopes containing the RFP are to be **clearly marked with RFP 2023 – 004, 72 Missouri Drive**, addressed, and submitted as follows:

The Town of Stephenville  
RFP 2023 - 004  
P.O. Box 420,  
Stephenville, NL  
A2N 2Z5  
Attn: CAO

Responses must be received on or before the EXACT closing time and date indicated, and responses received after that time will not be considered. **Closing Time: 03 October 2023 @ 2:00 p.m.**

Proposals may be couriered, mailed or hand delivered. Electronic responses are not acceptable.

Where a proposal has been submitted prior to the Closing Time, amendments to the proposal may be faxed before the closing date or must be clearly labelled in sealed envelope on the front with “RFP 2023 -004” with the proponent’s name and address, provided that such amendments are received at the location specified above prior to the Closing Time.

All proposals and accompanying documentation submitted by a respondent prior to the Closing Time are considered to be the property of the Town of Stephenville and will not be returned.

Proposals may be withdrawn by submitting a written withdrawal request to the same address to which the proposal was submitted, prior to the Closing Time. The proposal will be returned to the Proponent unopened.

All costs relating to the work and material supplied by the proponent in responding to this RFP must be borne by the vendor. Without limitation to the foregoing, proponents shall be solely responsible for conducting their own due diligence in respect of the Property and the costs thereof.

### **Communication during the RFP Process**

All communications with The Town of Stephenville with respect to this RFP whether verbal or written, must be directed to:

Chief Administrative Officer  
P.O. Box 420,  
Stephenville, NL  
A2N 2Z5  
Email: [colin.maddock@stephenville.ca](mailto:colin.maddock@stephenville.ca)  
Fax: 709-643-2770  
Phone: 709 643 - 8366

Questions submitted in writing shall be answered and distributed to all proponents, to the extent possible, without interfering with the quality or fairness of the RFP process. The Town shall endeavor to exclude confidential or proprietary information from the distributed material. Verbal responses to any inquiry are NOT binding on either party.

Information pertaining to the Town obtained by the proponent as a result of its participation in relation to this RFP is confidential and must not be disclosed except as authorized by the Town.

If any portion of a proposal is to be kept confidential or if a proposal is to include any terms in the acquisition agreement dealing with confidentiality, then such provisions must be identified in the proposal. The Town reserves the right to identify such confidential provisions that for any reason the Town cannot keep confidential.

The Town may, during the assessment period, request meetings with vendors to clarify points in the proposal. No changes by the vendor(s) will be permitted after initial receipt of the proposal.

All additional costs that are not stated in vendor response to the RFP are in no way the responsibility of the Town. Any additional costs required to fulfill the requirements of the RFP are the sole responsibility of the successful proponent to the RFP.

### **Proposal Conditions**

**Notwithstanding anything contained elsewhere in this Request for Proposals ("RFP"), this RFP is subject to the following terms and conditions, all of which the proponent is deemed to accept without qualification by the proponent's submission of a proposal in response to this RFP:**

- a) **This is an invitation for proposals and not a tender call.** The Town does not intend to and does not assume or owe any contractual or other duties or obligations as a result of the issuance of the RFP, the preparation or submission of a proposal by a Proponent, the receipt, opening and consideration of a proposal, the evaluation of proposals, provision of additional information or conduct of presentations, the

03 Proponent's participation in any discussions or negotiations, or on any other basis whatsoever arising out of this RFP. Without limiting the generality of the foregoing and for certainty, no contract is formed by the submission of a proposal in response to this RFP.

b) The costs associated with preparing and submitting a proposal are the sole responsibility of the submitting Proponent.

c) In its sole and absolute discretion, and without limiting the generality of the Town of Stephenville's discretion under this RFP, the Town:

- (i) may modify or amend this RFP including the schedule, requirements, or any other terms, whether material or not, and may cancel or suspend this RFP;
- (ii) may reject a proposal which fails to meet the requirements of this RFP, whether substantially or otherwise, or take such failure or any qualifications of the RFP requirements set forth in the proposal into account in evaluation of the proposal;
- (iii) may assess any proposal on the basis of any one or more of the evaluation criteria set forth in this RFP, which criteria are not intended to be exhaustive, and/or any other criterion or factor considered appropriate by the Town of Stephenville at its sole discretion, and select one or more proposals which the Town considers to offer the best value and to be in its best interests and to then enter into negotiations with the Proponent(s) in an effort to finalize a contract;
- (iv) reserves the rights to reject all proposals and/or not award a contract pursuant to this RFP;
- (v) reserves the right to cancel the RFP process at any stage and to issue a new RFP for the same project.

d) The Proponent shall not hold the Town or any of its officers, employees, assigns, independent contractors, subcontractors, agents or representatives liable for any error or omission in any part of this RFP. While considerable effort has been made to ensure that all information contained in the RFP is accurate, the Town does not represent or warrant that the information contained in this RFP or any supplemental documents is accurate, comprehensive or exhaustive. Nothing contained in this RFP is intended to relieve the proponent from forming its own opinions and conclusions with respect to the matters addressed in this RFP.

The Town of Stephenville and any of its officers, employees, assigns, independent contractors, subcontractors, agents or representatives shall not be liable to the proponent or any of its officers, employees, assigns, independent contractors, subcontractors, agents or representatives for any losses (including damage for loss of anticipated profit), expenses, costs, claims, damages, including incidental, indirect, special or consequential damages, or liabilities arising out of or by reason of or attributable to this RFP or arising out of submitting a proposal, requesting clarification, the communication on any information contained in the proposal to any party, including the public, or due to the Town of Stephenville's acceptance or non-acceptance of the proposal received, or as a result of the termination of this RFP.

### **Evaluation of Proposals and Awarding of Contract**

Proposals will be evaluated based upon the results of all the above factors. The Town reserves the right to consider factors not specified herein. Subject to the terms and conditions of this RFP, the proposal that ranks the highest with the Town, in its sole and unfettered discretion, will be recommended to Town Council for negotiation of a contract.

A disclosure of financial resources may be required to assure that the applicant has sufficient resources and stability to complete the project.

Once the town approves to accept a proposal this will result in negotiations towards a formal agreement with the successful proponent in a form acceptable to the Town in its sole discretion and agreed between the Town Council and the successful proponent.

The formal agreement to be entered into between the Town and the successful proponent will provide, *inter alia*, that failure of the successful proponent to complete the project as proposed by the proponent, in response to this RFP, shall result in the forfeiture of the Property to the Town and termination of the agreement between the parties without liability to the Town. Ownership of the Property shall return and revert to the Town and the purchase price returned to the successful proponent less remediation and legal costs. Notwithstanding the foregoing, the Town reserves the right to retain legal title to the Property until the agreed upon project is successfully completed by the successful proponent to the satisfaction of the Town.

The formal agreement to be entered into shall also provide that the property and all structures situated on the property are to be sold on an “*as is, where is*”, without representation or warranty by the Town, including, but not limited to, as to its condition, potential use, or the environmental condition of the Property and structure thereon.