



**TOWN OF STEPHENVILLE  
REQUEST FOR PROPOSALS  
RFP 2024-05-002  
ADDENDUM-001**

**SALE OF LAND – 137 CAROLINA AVENUE**

**Issue Date: 2024-05-15**

**Open Time and Date: 9:30 on 2024-05-24**

**Closing Time and Date: 16:01 on 2024-06-25**

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## Purpose

In fulfilling our fiduciary duty to our constituents and stewarding the public assets of the Town of Stephenville “the Town”, the Town invites proposals for the sale of land at 137 Carolina Avenue. This land is available in three configurations (Appendix A): the entire parcel (Parcel A), a 1.2-acre section (Parcel B), and a 0.43-acre section (Parcel C). This RFP seeks innovative projects that will enhance the local economy, create jobs, and improve the quality of life for our residents. You can submit proposals for the entire parcel or for the individual sections as outlined in the respective Appendix A.

## Development Compliance and Implementation

All proposals must be in full compliance with Provincial, Federal, and Municipal regulations governing land development and environmental protection. The successful respondent will be responsible for ensuring that the proposed development project carefully follows all regulations throughout all phases of implementation.

## Responsibilities and Costs

The successful Proponent will be responsible for the development, financing, and management of all costs associated with the project. This includes, but is not limited to:

- Cost of Land Surveys.
- If required, Phase 1 and Phase 2 environmental assessments to evaluate the land's suitability for development and ensure environmental sustainability, along with any remediation costs identified during these assessments.
- The successful Proponent 's own legal fees associated with the transfer of land and any development approvals.
- Permit fees required by local, provincial, and federal authorities.
- Any costs related to rezoning land.
- Maintenance of any existing easements and rights-of-way.
- The successful Proponent will be expected to sign a sales and purchase agreement that reflects the details of their submitted proposal.

## Management Requirements

The proposal must include the following elements:

### Corporate Information

- Provide the name, address, list of directors, and telephone number of the firm or individual, including a primary contact name, email address, and direct phone number.

### Corporate Profile

- An overview of the company’s services, relevant experience, and the qualifications of key personnel assigned to the proposed project.
- Specify the lead consultant and project team, including their qualifications, expertise, experience with similar projects, and references.

## Eligibility Requirements

The Request for Proposal (RFP) must include, but not be limited to, the following key components:

### Project Objectives

- Clearly delineate the goals of the project, ensuring they align with economic development of the Town and the intended utilization of land identified in the appendix attached.

### Project Scope

- Provide a comprehensive overview of the project's scope. This includes the impact on the community including social and financial economic development.

### Financial Proposal

- Comprehensive budget that includes costs related to acquisition, development, and operation.

## Basis for Selection and Evaluation Criteria

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

### Evaluation Criteria

Each proposal will be evaluated based on the following criteria:

- Corporate Profile – 20%
  - Duration of operations and evidence of incorporation.
  - Financial stability.
  - Alignment of core business with project requirements.
- Experience and References – 10%
  - Relevance and success of past projects.
  - Provision of at least three references with contact details.
- Project Scope– 40%
  - The goals of the project, ensuring they align with economic development of the Town, the timeline of the project, and the intended utilization of land identified in the RFP.
- Proposed Price to Purchase– 20%
- Completeness and Quality of Submission – 10%

### Proponent Response

In preparing the response, proponents are encouraged to be concise and provide all required information. Additionally, proponent may include any relevant details about their project that are not specifically requested.

## Market Value

It is the Town's intention to receive a valuation that reflects the true market value of the vacant land. All proposals should accurately reflect this true market value. Proponents to the RFP must determine the subject land site condition and provide their responses and determination of value for these land parcels in accordance with their own valuation criteria.

## Submission

In preparing the response, the proponent is requested to be concise and to supply all of the requested information. The proponent 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 2024 – 002, 137 Carolina Avenue**, addressed, and submitted as follows:

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: 16:01 on 2024-06-25**

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 2024 -002” 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 proponent. 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:

Matthew Simms  
Manager of Planning and Development  
P.O. Box 420,

Stephenville, NL  
A2N 2Z5  
Email: [matthew.simms@stephenville.ca](mailto:matthew.simms@stephenville.ca)  
Fax: 709-643-2770  
Phone: 709-649-3695

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 proponents to clarify points in the proposal. No changes by the proponent(s) will be permitted after initial receipt of the proposal.

All additional costs that are not stated in proponents' 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 Acceptance

The Town reserves the right to accept or reject any proposal, in whole or in part. The highest-scoring proposal may not necessarily be selected. Proposals must be signed by an authorized company officer, and the proposal will form part of the acquisition agreement. Any claims made within the proposal will constitute contractual warranties. The acquisition agreement will contain terms as prescribed by the Town, and in the case of inconsistencies, the agreement supersedes proposal documents.

### 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:

- 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 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.

- The costs associated with preparing and submitting a proposal are the sole responsibility of the submitting proponent.
- In its sole and absolute discretion, and without limiting the generality of the Town of Stephenville's discretion under this RFP, the Town:
  - 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;
  - 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;
  - 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;
  - reserves the rights to reject all proposals and/or not award a contract pursuant to this RFP;
  - reserves the right to cancel the RFP process at any stage and to issue a new RFP for the same project.
- 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.

## Warranty

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 accepting a proposal this will result in negotiations towards a formal agreement with the successful proposer in a form acceptable to the Town in its sole discretion and agreed between the Town Council and the successful proposer.

The formal agreement to be entered into between the Town and the successful proposer will provide, inter alia, that failure of the successful proposer to complete the project as proposed by the proposer, 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 proposer 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 proposer 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.

## Terms and Conditions

This RFP is subject to the Atlantic Provinces Standard Terms and Conditions Goods and Services, Effective 01/31/2013, including Newfoundland and Labrador supplements, where applicable. [Standard Terms and Conditions – The Council of Atlantic Premiers \(cap-cpma.ca\)](http://cap-cpma.ca)



Appendix A (Parcel A = B + C)

