



**Municipality of the County of Pictou**

**REQUEST FOR PROPOSALS (RFP)  
Former East Pictou Rural High School**

**RFP Issue Date: October 2020  
Proposal Due Date: November 27, 2020**

## 1. INVITATION FOR PROPOSAL

- a. The Municipality of the County of Pictou (“Municipality”) is seeking proposals for the purchase of the former East Pictou Rural High and related lands (the “Development Property”).
- b. The Request for Proposals is for the real property including the former school complex, contents and fixtures.
- c. The Municipality is sole owner of the property.
- d. The Municipality advises that the information, details and particulars of the lands and building contained herein is subject to verification by the Proponents and is provided for general information purposes and may not be relied upon by the Proponents except at their sole risk.
- e. Through this Request for Proposals, the Municipality will seek to select a redeveloper who can complete a high-quality project or mixed-use redevelopment that links the residential and commercial profile of the surrounding neighborhood.
- f. While the Municipal Council has not set a clear use for the project, similar Development Property in the Province have had a housing with complementary commercial or community space.
- g. There is no commitment by the Municipality to provide subsidy for this project. Proposals must take this into consideration.
- h. This Request for Proposals defines the content required of a proposal. Proponents are urged to structure their response in accordance with the requirements contained in this document. It will be by these requirements that responses to this RFP will be deemed complete, appropriate and competitive.
- i. All information supplied in response to the RFP must contain enough detail to support the development being proposed.

## 2. DEFINITIONS

- a. In this RFP:
  - i. “Municipality” means the Municipality of the County of Pictou;
  - ii. “Proponent” means any firm, individual or agency responding to this RFP;
  - iii. “Proposal” refers to the written submission by a Proponent in response to this Request for Proposal;
  - iv. “Requests for Proposals (RFPs)” means this Request for Proposals;

### 3. BACKGROUND

- a. The Development Property is located at Sutherlands River, Nova Scotia and is identified on a plan of subdivision as lot 20-2 recently completed by the Municipality. The land contains approximately 18.6 acres. Survey document is attached as Schedule A in this RFP Document.
- b. The building was originally constructed as a school and was used as such until 2019.
- c. The land and building are in the General Development Zone of the Municipality of the County of Pictou and all uses except Wind Tower Development and Adult Entertainment Uses are permitted.
- d. The subject lands are **not** serviced by Municipal Water and Wastewater. The current water supply comes from the adjacent school property. There is an onsite treatment facility for wastewater; however, it will require upgrades to meet operating terms of the Nova Scotia Department of Environment.
- e. The Municipal Council has decided that the former school are no longer a core asset of the Municipality of the County of Pictou and the Municipality and its citizens would benefit more from redevelopment of the site rather than retaining it for a municipal use.
- f. It is not the intention of the Municipality to demolish the structure prior to any sale of the property.

### 4. Authority and Involvement

- a. This Request for Proposals is administered under the direction of the Municipality. All inquiries relating to this Request for Proposals must be directed to:

Brian Cullen  
Chief Administrative Officer  
Municipality of the County of Pictou  
PO Box 910  
Pictou, Nova Scotia  
BOK 1HO

Tel 902 485-2237  
Fax 902 485-6475

Email [brian.cullen@munpict.ca](mailto:brian.cullen@munpict.ca)

### 5. PROPOSAL REQUIREMENTS

- a. The Municipality Pictou will consider proposals from Proponents who desire to acquire the Development Property and associated land for development and use as a Multi-Unit Residential or Mixed-Use Residential property. Council may consider other proposed uses submitted by Proponents.

- b. The Municipality will consider the proposal which most successfully meets the goals set forth in Section 7 of this RFP, provided that such Proponent is found to be qualified to carry out its proposal and its proposal fully complies with the requirements of this RFP (said Proponent being hereafter referred to as the "Selected Proponent").
- c. Proponents are invited to submit proposals in accordance with the terms and conditions of this RFP. The Municipality may, but is not required to, consider proposals that have minor variations from the requirements of this RFP.

## 6. Condition Assessment

- a. The Municipality is selling this property in "as is" condition. The Proponent has the right to qualify their proposal with a reasonable condition precedent allowing the Proponent or their Agents to make such reasonable inspections, verifications, and due diligence searches and reviews in its sole cost and subject to the requirement to restore the property to its pre-inspection condition.
- b. The Municipality (seller) will not make or pay for any repairs, corrections or replacements to the facility prior to sale

## 7. GOAL / OBJECTIVE

- a. The Municipality's Objective is a disposition of the former East Pictou School property ("Development Property") in a manner that will maximize the social and economic benefit to the Municipality.
- b. This goal will be pursued through evaluation of all proposals received pursuant to this RFP in consideration of the best interests of the Municipality and its citizens by the consideration of, but not limited to, the following:
  - i. The social and economic development, planning, and civic needs of the Municipality;
  - ii. Consideration of the interests of the surrounding neighborhood and community;
  - iii. The selection of a Proponent with the experience, reputation, and financial resources (which may require a performance bond or other indicia of financial backing) appropriate to achieve the successful development of a project of this magnitude and importance.
  - iv. Consistency with the Municipality's interest in ensuring developments are environmentally and financially sustainable.
  - v. Other considerations may include efficient use of public funds: mixed use, higher density areas make better use of existing infrastructure, reduce demands for new streets and services, and reduce long term infrastructure

maintenance costs;

- vi. Protect open space and natural areas: concentrating growth within existing urban areas minimizes land consumption, protects natural features, preserves wildlife corridors and minimizes environmental impacts;
- vii. Create place: people want to live in neighbourhoods that are lively and attractive live/work/play environments, with adequate amenities while respecting the existing neighbourhood and community character, design and historic features;
- viii. Provide accessibility: compact mixed use development reduces commuting distances and increases transportation choice (e.g. walking, cycling, etc.); mixed use compact development can offer a diversity of amenities to support the needs of all residents in a neighbourhood, such as shopping, or facilities for disabled people;
- ix. Offer diversity: expanding housing choices for different age groups, income and household sizes allows people to remain in the same neighbourhood through different life stages and discourages out-migration due to affordability issues.

## 8. TERMS AND CONDITIONS

### a. Not an Offer

- i. This RFP does not constitute an offer to sell or lease the property, nor a solicitation of offers to sell or lease the property or any portion thereof.
- ii. This RFP shall not create any legal relations between any Proponent, or any person or entity considering a response to this RFP.
- iii. For greater certainty, the Municipality shall not incur any obligation or liability on account of any submission made or contemplated in connection with this Request (nor shall any proposal be deemed accepted) unless and until an agreement setting forth all the terms and conditions of a transaction has been fully negotiated by Council and a written agreement incorporating such terms and conditions has been fully executed and unconditionally delivered by all the parties thereto and all necessary consents and approvals have been obtained.
- iv. No Proponent shall withdraw their proposal after the closing date of this RFP, but up until that time a Proponent may withdraw their proposal without penalty or cost. No Proponent may submit more than one proposal to this RFP.

### b. Value

- i. The Municipality would consider a proposal that offers fair market value for the land and structures based on reasonable assumptions regarding the

proposed future development of the property.

c. Offers Contingent on Agreement of Purchase and Sale:

- i. The successful Proponent agrees to enter into a formal Agreement of Purchase and Sale containing reasonable and usual terms and conditions for a transaction similar to this, and those terms and conditions are not limited to the requirements of this Request for Proposals. A formal Agreement of Purchase and Sale will be developed by the Municipality's solicitor and is subject to successful execution by the purchaser. The Municipality reserves the right to include any clauses in the Agreement as necessary and deemed to be in the best interests of the Municipality.
- ii. All costs associated with the transaction, including those reasonably incurred by the Municipality in preparation of this RFP and associated with all aspects of the successful conclusion of the transaction must be paid by the successful Proponent, which may include, but are not limited to, appraisal and legal costs including the cost of migration of the lands.

d. Deposit

- i. Prospective purchasers are required to include a deposit of ten (10) per cent of the offered price in the form of a certified cheque payable to the "Municipality of the County of Pictou".
- ii. The Municipality will keep all deposits for a period of thirty (30) days.
- iii. The Municipality reserves the right to extend this period to ninety (90) days for any proposal or proposals requiring additional negotiation.
- iv. The deposit of the successful Proponent will be retained by the Municipality of the County of Pictou, all other deposits, from the unsuccessful Proponents, will be returned without interest or penalty.

e. Taxes

- i. The property and associated lands will be taxed according to the Municipality of the County of Pictou's Tax Rate and Bylaws and will be based on the Property Valuation Services Corporation assessment values.
- ii. There will be no exemption from taxation except in accordance with the Municipality of the County of Pictou by-laws.

f. Costs, Permits and Approvals

- i. Under no circumstance shall the Municipality of the County of Pictou be liable for any of the costs of any Proponent or the Selected Proponent in connection with preparing a proposal in response to this RFP, negotiating with the Municipality, or otherwise participating in this RFP process.

- ii. The Selected Proponent shall be solely responsible for all their costs in participating in this RFP, the development of their Proposal, and any related or associated costs resulting from being chosen as the Selected Proponent and furthermore for the following costs and expenses, which may not be a complete list and is not meant to be a complete list nor to limit the generality of the responsibility for costs by the Proponents or Selected Proponent: legal fees and disbursements associated with purchasing the property, the cost of any surveys desired by the Selected Proponent, and any permit costs.
- iii. The Selected Proponent shall also be responsible for payment of their costs and expenses in connection with this Request, the closing of any transactions relating to the disposition of the property, and the design and construction of improvements on the site.
- iv. The Proponent shall pay fees and disbursements of outside counsel, engineers, appraiser, consultants, and financial and real estate advisors retained by the Proponent.
- v. Notwithstanding anything in the preceding paragraphs the Proponents shall be liable for all their costs of every nature and kind, without indemnity by the Municipality whatsoever, without regard to whether or not there is a successful closing of a Purchase and Sale transaction arising from this RFP or any subsequently negotiated Agreement of Purchase and Sale.

## 9. Environmental Issues

- a. The Selected Proponent shall be responsible for remediation of all environmental conditions of the property and agrees to accept the site, without reservation, in its existing condition. The Municipality of the County of Pictou will not be responsible for any costs of environmental remediation or site management whether required by the Nova Scotia Environment department or existing or future laws or regulations.

## 10. SUBMISSION REQUIREMENTS

- a. One (1) bound and signed originals of the material required, including all forms and attachments must be received by the Municipality **by 4:00 P.M. (1600hrs), November 27, 2020 at 46 Municipal Drive Pictou, Nova Scotia, B0K 1H0.**
- b. The proposals must be signed by a representative of the Proponent authorized to bind the Proponent and must provide the name, address, and telephone numbers of all individuals who have authority to bind the Proponent and the name, address, and telephone numbers of all individuals who may be contacted during the period of proposal evaluation and negotiation.
- c. Responses to the RFP will not be opened publicly.
- d. Proposal closing times are local (Atlantic) time.

- e. Proposals received after the closing time will not be considered and will be returned unopened to the Proponent.
- f. Proposals shall be enclosed in a sealed envelope, clearly identified with Proponents name, project name and the Municipality of the County of Pictou's name on the outside.
- g. Alternatively the submissions may be delivered by email in (pdf) format to [brian.cullen@munpict.ca](mailto:brian.cullen@munpict.ca)
  - i. The electronic submission will be accepted and considered so long as they comply with all terms of the proposal call.
- h. Proposals and any accompanying documentation submitted by the Proponent will become the property of the Municipality of the County of Pictou and will not be returned.
- i. All submissions become the property of the Municipality. However, if a proponent requires the return of proprietary materials they should be separated from the main submission and their return must be requested.
- j. Proposal submissions may include brochures or other documentation submitted that the Proponent feels is necessary to explain or enhance their proposal.

11. PROPOSAL DETAILS The proposal should be organized as follows:

- a. Disposition
  - i. The proposal must set forth the payments to be made to the Municipality of the County of Pictou in connection with the disposition of the property.
- b. The Purchase Price.
  - i. The terms of Payment.
  - ii. \*It should be noted that Vendor Take-back Mortgage transactions will not serve the goals/objectives of the Municipality as set forth in Section Two.
- c. Prospective Purchaser Submission Requirements / Narrative
  - i. A narrative description of the proposal must be provided. It should include but not limited to the following items: (timelines must be included)
    - 1. Proposed use of the Development Property, including structures and lands; a clear understanding of the intended purpose of the building (if it is to be kept). If commercial component, include types of uses, hours of operation, number of offices and staff, expected public



uses, whether these public uses are on the first floor, second floor, or all floors, and residential uses if any;

2. Proposed building use Type of upgrades expected – electrical, mechanical, exterior windows, doors, entryways, patio parking, etc.;
3. Proposed management strategy of the property and demonstration of the business case for long term usage (up to ten years);
4. Proposed capital improvements, new buildings, etc.;
5. Proposed physical location changes (entrance location changes, perimeter access location changes);
6. Relationship of proposal to adjacent public and private spaces, (change of current use);
7. Quantification of economic impact, including taxes, direct construction and permanent employment.
8. Environment assessment and Due Diligence methodology.
9. Sustainability initiatives: “Green” construction, LEED certification, Accessibility upgrades above minimum Code requirements,
10. Present any conditions to be satisfied prior to purchase – building inspections, financing, etc.

#### d. Financing Plan

- i. Each Proponent must submit a financing plan satisfactory to the Municipality as part of its proposal.
  1. This financing plan must include all information required to provide the Municipality sufficient data to evidence that the proposed purchase and development can be financed, improved, and delivered in a timely fashion.
  2. This Financing Plan may be submitted in the Proponent’s own format but must include:
    - a. Source of financing, and;
    - b. Development schedule and budget;

#### e. Timelines

- i. Each Proponent must submit a detailed Development Timeline Plan satisfactory to the Municipality as part of its proposal. This timeline should include all information required to provide the Municipality sufficient data to demonstrate that the proposed purchase and development can be designed, constructed, renovated, improved, and completed in a timely

fashion.

f. Bid Form

- i. All Proponents must include the attached bid form in making a proposal. This bid form must be placed as the cover document of the Proponent's proposal followed by requirements described above (i.e. narrative).

## 12. SELECTION PROCESS

- a. The Municipality may at any time exclude any proposals that, in its sole and unfettered discretion it deems, fail to comply with the requirements of this Request, or fail to meet the goals of the Municipality set forth in Section Two of this RFP.
- b. The Municipal Council will review all proposals for completeness and compliance with the terms and conditions of the Request, and may request additional material, clarification, confirmation, or modification of any submitted proposal, including proposals that are incomplete or nonconforming as submitted. Except at the request or by the consent of the Municipality (which consent shall be in the sole and absolute discretion of the Municipality), Proponents will not be entitled to change their proposals once submitted.
- c. Proponents are cautioned that the Municipality is not required to request clarification; therefore, all proposals should be complete and reflect the most favourable terms available from the Proponent.
- d. The Municipality will review and evaluate all responsive proposals.
- e. A recommendation will be made to Council for consideration and if desirable by the Council to take such action, which may include, among other alternatives, direction to continue discussions with one or more of the Proponents or the selection of the Proponent that, in the sole and absolute discretion of the Council, most successfully fulfills the selection criteria, and best meets the goals of this RFP and of the Municipality.
- f. Selection of the successful Proponent will be in the best interest of the Municipality. The Municipality reserves the right to waive compliance with or change any of the terms of this Request. The Municipality may use a negotiation process to finalize any aspect of a Proponent's submission.
- g. Any or all Requests may be rejected without liability of the Municipality.
- h. The criteria listed below are of significant concern to the Municipality:
  - i. Quantity and certainty of the financial return to the Municipality;
  - ii. Financial viability of the Proposal;

- iii. Overall economic development benefit of the Proposal;
  - iv. Proponent's experience in the development, management, and operation of the intended facility/property;
  - v. Proposed timelines for the acquisition and development of the site;
  - vi. Proponent's financial qualification;
  - vii. Proponent's previous record of performance in business, including dealings with the Municipality, Nova Scotia Department of Environment, etc.
  - viii. Proponent's commitment to the community.
- i. The Municipality has not determined an exact date to finalize the evaluation process. Proponents will be contacted once the process is finalized.

### 13. DEPOSITS AND SECURITY

- a. A deposit is required to be submitted with this RFP. The Municipality will charge no administration fee for evaluation of any proposal.

### 14. ACCESS TO SITE

- a. Prospective purchasers are advised that they must make appointments to tour the building with a representative of the Municipality.
- b. Proponents may only obtain access to the site by contacting Brian Cullen, Chief Administrative Officer a 902-485-4311 (office) or [brian.cullen@munpict.ca](mailto:brian.cullen@munpict.ca)

### 15. SUBMISSION OF PROPOSAL

- a. The Proponents acknowledge and agree that a submission of a proposal pursuant to the terms of this RFP are deemed to be an acknowledgement of, and acceptance of the terms and conditions of this RFP and a waiver of any right of action, or cause of action by the Proponent against the Municipality in relation hereto.
- b. The Municipality reserves the right to verify the accuracy of all information submitted.
- c. After the Municipality has completed its evaluation of the submittals, a proponent who is placed on the short list may be asked to interview with the Municipal Council. However, a short-listed proposal may be accepted without the need for an interview.
- d. If an interview is deemed necessary, the redeveloper will be provided with a time that is determined by the Municipal Council.

- e. The sale of the property does not guarantee or warrant demolition permits, building permits, zoning variances, or financial viability.
- f. The redeveloper, for itself and its employees, contractors, and primary subcontractors, agrees not to discriminate against or segregate any person or group of persons on any unlawful basis in the construction, sale, transfer, use, occupancy, tenure or enjoyment of the property or any improvements erected or to be erected thereon, or any part thereof.
- g. The Municipality shall be the sole judge as to which proposal best meets the selection criteria.
- h. The Municipality reserves the right to reject any or all proposals received, to waive any informalities or irregularities in any submitted proposal, and to negotiate scope and proposal prices.
- i. It is the proponent's sole responsibility to read and interpret this RFP and the written instructions contained herein. A respondent may correct errors and omissions discovered before the time set for receipt of proposals by withdrawing the original proposal and resubmitting a new proposal before the date and time set for the receipt of proposal.
- j. Errors and omissions may not be corrected after the submission date except when the Municipality decides, in its sole discretion, to allow the correction.
- k. Proponents will be deemed to have familiarized themselves with all conditions that may affect performance of the contract. No plea of ignorance of such conditions as a result of a failure to make all necessary examinations will be accepted as a basis for any claims for extra compensation or an extension of time.
- l. The Municipality reserves the right to negotiate any or all conditions of the Proponent's proposal and reject all submitted proposals.
- m. The selection of one Proponent over others does not mean that the other proposals lacked merit, but that all factors considered, the selected proposal was deemed to provide the best value to the Regional Partners.

#### 16. Withdrawal of Proposals

- a. Proposals may be withdrawn on the written request of the Proponent any time before the time of awarding.

#### 17. Proposal Changes and Amendments

- a. If a proponent discovers any inconsistency, discrepancy, ambiguity, error, or omission in this Request for Proposals, it must notify the Municipality immediately.
- b. It shall be the proponent's responsibility to clarify any points in question with the individual referenced in Section prior to submitting a response to this proposal call.

- c. All questions must be in writing and directed to the individual identified in section 4 above; therefore
- d. The Municipality shall respond in writing as deemed appropriate. Generally only questions and answers deemed by the Municipality's representative to be substantive in nature will be distributed.
- e. The Municipality reserves the right to make any or all questions and answers available to all other Proponents at its discretion.
- f. The Proponent must confirm telephone conversations in writing.
- g. The Municipality shall respond to requests for clarification as soon as is reasonably possible.
- h. Information obtained from sources other than the individual reference in Section above is not official and may be inaccurate.
- i. Proponents are not permitted to contact and/or lobby members of the Municipal Council with respect to their submissions.
  - i. Any such action shall result in disqualification of a Proponent's submission.
- j. If an amendment is issued, it will be provided to all those who have received proposal documents from the individual referenced in Section 10.1 above.
- k. Any change notices, appendices and addenda issued for this Request for Proposal shall be considered part of this proposal document.
- l. No oral response or clarification will be binding on the Municipality.
- m. Responses to addenda issued with respect to this RFP will be accepted until the closing date. The closing date may be extended to allow for a suitable number of bid preparation days between the closing and the issuance of the change.
- n. The Municipality has the exclusive right to cancel this RFP at any time. The Municipality reserves the right to reissue the RFP for any reason whatsoever, or to cancel the RFP outright, without incurring any liability and no Proponent will have any claim against the Municipality as a consequence.

#### 18. Changes to Proposal Wording

- a. The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the general conditions or detailed specifications unless requested by the Municipality for purposes of clarification.

#### 19. Proponent Expenses

- a. Proponents are solely responsible for their own expenses in preparing, delivering and/or presenting a proposal and for subsequent negotiations with the Municipality.

- b. No fees or other payments will be made to Proponents for any costs incurred in the preparation and submission of proposals or for participation in the RFP process.

#### 20. Validity of Bid Conditions

- a. The terms and conditions of the proposal are to remain firm for 60 days from the closing date.

#### 21. Rejection or Acceptance of Proposals

- a. The Municipality reserves the right to accept or reject any or all proposals, not necessarily accept the lowest cost proposal, and not accept any proposal that is not in its best interests.
- b. The selection of any Proponent by the Municipality as the preferred Proponent shall not constitute a contract between the Municipality and the Proponent.
- c. Any contractual relationship to be established between the parties will be governed by the provisions of the engagement letter.
- d. The Municipality reserves the right to accept any tender in part thereof or waive and minor defect, irregularity, mistake or insufficiency and accept any tenders or alternative tender, in whole or in part, which is deemed to be most favourable in the interest of the Municipality.
- e. The determination of whether or not to remove any submission from the evaluation process will be made in the absolute discretion of the Municipality. The provisions of the condition regarding Limitation of Damages will also apply to any decision under this section.

#### 22. Limitations of Liability

- a. The Proponent, by submitting a Proposal, agrees that it will not claim damages in excess of the reasonable costs incurred by the Proponent in preparing its Proposal for matters relating to the Award or in respect of the RFP process, and the Proponent, by submitting a Proposal, waives any claim for loss of profits if no Award is made to the Proponent.

#### 23. Report and Engagement Requirements

- a. Notice in writing to a proponent of the acceptance of its proposal by the Municipality and the subsequent full execution of a written contract will constitute a contract. No Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.
- b. If a written contract cannot be negotiated within thirty (90) days of notification to the successful proponent, the Municipality may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a contract with the next qualified Proponent, or choose to terminate the Request for

Proposal process and not enter into a contract with any of the Proponents.

#### 24. Confidentiality

- a. Whereas the Municipality has requested proposals rather than specific tender documents, we will endeavour to keep specific details of each submission confidential when possible.
- b. The confidentiality of materials will not be enforced when it is contrary to any legislative requirements for disclosure.
- c. In consideration of the receipt of this documentation, the recipient agrees to maintain the information contained in this Request for Proposal in confidence and not to reproduce or otherwise disclose this information to any person outside the group directly responsible for the evaluation of its contents, subject to disclosure rules in Section XX of the Municipal Government Act (1999) – Freedom of Information and Protection of Privacy.
- d. Any information the Proponent considers 'personal information' because of its proprietary nature should be marked as "confidential" and will be subject to appropriate consideration as defined within the Nova Scotia Freedom of Information and Protection of Privacy Act.
- e. This RFP and its supporting documents will be considered as proprietary and confidential.

#### 25. Debriefing

- a. Unsuccessful Proponents may request a debriefing or clarification meeting.

#### 26. Liability for Errors

- a. While considerable effort to ensure the accuracy of the information in this Request for Proposal has been made, the information contained in this Request for Proposal is supplied solely as a guideline to Proponents. The information is not guaranteed or warranted, nor is it necessarily comprehensive or exhaustive.

#### 27. Headings

- a. Headings in this Request for Proposals and any subsequent contract are for convenience only and shall have no binding force or effect.

