

TENDER TO PROVIDE FOR THE SALE OF LAND BY PUBLIC TENDER

Resolution #10-01-2024

Sealed tenders clearly marked with the Tender Name Will be received under this resolution & by the undersigned until the closing date:

Friday April 26, 2024 by 4:00pm

*

The tender form can be located at https://www.assiginack.ca/rfp-tenders

All tenders to be presented on forms contained in this document to:

TOWNSHIP OF ASSIGINACK C/O ALTON HOBBS, CAO

BOX 238, 156 ARTHUR STREET MANITOWANING, ON., P0P 1N0 (705) 859-3196 – MUNICIPAL OFFICE

*

Important to Note that:

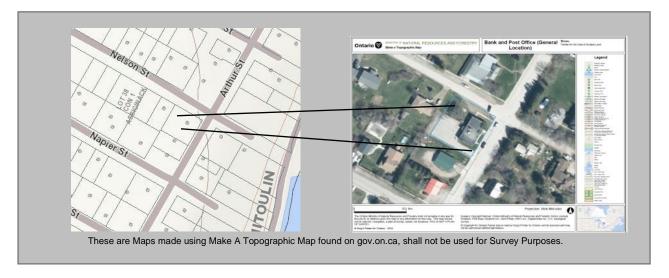
*Highest, non-conforming or incomplete tenders not necessarily accepted *Also, that FAXED or EMAILED Tenders will not be accepted

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TENDER TO PURCHASE

The Township of Assiginack, pursuant to By-law #04-37, is inviting tenders for the Sale of Surplus Land. The Township of Assiginack is inviting Request for Tender for the purchase of Surplus Land from the Township of Assiginack, more specifically the land to be acquired "as is" by the successful tender shall be as legally described as:

Roll Number:	5111-000-011-127-0000-00	
Legal Description:	Manitowaning Town Plot SS Nelson Street Lot 1 NS Napier	
	Street N ½ Lot 1 RP31R1756 Part 2	
Having:	26,136 SF 120.51 Frontage, 132.00 Depth	
	(From the current assessment Roll)	
Utility Account:	ccount: 1112700.00	
Being:	Bank and Post Office Building	



This Request for Tenders (RFT) document (and any other applicable attachments) is available in PDF format through the Township of Assiginack website at https://www.assiginack.ca/rfp-tenders/

Project Name: Tender for the Sale of Surplus Land

Resolution #: #10-01-2024 **Minimum Tender:** not applicable

Questions Rec'd before: April 12th, 2024 @ noon **Tender Deadline:** April 29th, 2024 @ 4pm

The onus unequivocally remains with the Bidder to ensure that the Township of Assiginack received the Tenders delivered or sent by courier prior to the Tender Submission Deadline, in accordance with the submission process. Tenders received after the Tender Submission Deadline will not be considered.

Lead Contact

All questions or inquiries must be made in writing or email to the Lead Contact named below by the specified date and time:

Chief Administrative Officer
Alton Hobbs
156 Arthur Street,
PO Box 238
Manitowaning ON P0P1N0
ahobbs@assiginack.ca

<u>IMPORTANT</u>: A Bidder may be **disqualified** if they make inquiries, between the Tender issue date and the notification of the Award, in a manner other than that described in this RFT or to anyone involved in the process who is not the Lead Contact, including but not limited to the members of Council. This is to ensure that each Bidder receives the same information, and that no Bidder receives unfair treatment during the RFT process.

Bidders shall carefully review this RFT. If questions concerning clarification of the contents of this document arise, the questions must be made in writing and received by the Lead Contact.

In submitting a Tender, the Bidder acknowledges that they have read, completely understand, and accept the terms and conditions of the RFT in full. The Township of Assiginack is not responsible for any misunderstanding in the RFT.

Schedule

The schedule set out herein represents the Townships best estimate of the schedule that will be followed, and it is intended to be a guideline only.

Approximate Tender Agreement Schedule

Approximate render Agreement concedure				
Request for Tender Issue Date	Monday, February 26, 2024			
Site Visit* (prior to next deadline)	To be determined based on interest			
Inquires Received until	Friday, April 12 th , 2024 @ noon			
Tender Submission Deadline	Friday, April 29 th , 2024 @ 4:00pm			

^{*}The Township will request a walkthrough with tenants, those interested shall contact the Lead.

Reserved Rights of the Township of Assiginack

The Township of Assiginack reserves the right to:

- a) Make public the names of any or all Bidders and their quoted price
- b) Disqualify any Bidder or the Tender of any Bidder who has engaged in conduct prohibited by this RFT.
- c) Make changes, including substantial changes, to this RFT provided that those changes are issued by way of addenda in the manner set out in this RFT.
- d) Cancel this RFT process at any stage and issue a new RFT for the same or similar deliverables.
- e) Accept or reject any or all Tenders in whole or in part.
- f) Discuss with any Bidder different or additional terms to those contemplated in this RFT or in any Bidder's Tender.
- g) To negotiate with the two highest Bidder(s).

These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances.

Not Responsible for Costs, Condition or Services.

The Township of Assiginack shall not pay any costs associated with the preparation, submission, or presentation of the Bidder's Tender. The Township of Assiginack shall not be liable for any expenses, costs or losses suffered by the Bidder or any third party resulting from the Township of Assiginack exercising any of its expressed or implied rights under this RFT. The bidder acknowledges that they must maintain any lease agreements with the current tenants. The Municipality acknowledges the building on site but in no way warrants its structural integrity. Any potential bidder may request or view any of the current Engineers Reports the Municipality has undertaken. The Municipality in no way warrants services are available, including but not limited to potable water, sewage disposal, heating resources, hydro services, etc. The issuance of any building permit will rely solely on the application submitted, nothing in this tender guarantees that permits will be granted.

Confidentiality and Ownership.

Any information provided to the Bidder by the Township of Assiginack before, during or after the project is completed shall be treated as confidential and shall not be used or communicated by the Bidder or any third party in any way unless otherwise identified or permitted by the Township of Assiginack. The information, reports, documentation, plans, etc. that are produced by the successful Bidder in response to this project shall become the exclusive property of the Township of Assiginack. However, intellectual property, such as specific tools, templates, processes, etc. that the Bidder provides as part of the deliverables remains the property of the Bidder.

Freedom of Information

Any personal information required in the Proposal is received under the authority of the Township of Assiginack. This information shall be an integral component of the submission. All written proposals received by the Township become public record. Once a Proposal is accepted by the Township of Assiginack and the contract has been awarded, all information contained in the Proposals may be available to the public, including personal information. Questions about the collection of personal information and the Municipal Freedom of Information and Protection of Privacy Act, 1989, R.S.O. 1990, as amended may be directed to the Lead Contact.

Lease Contracts to be fulfilled.

The following are the two lease holders that shall be transferred to you as the successful bidder:

1. BMO Bank of Montreal

Current Term End Date: October 31, 2023

Extensions Available: 2 – 3-year extensions eligibility

Renewed based on a three-year term.

2. Canada Post Corporation – Manitowaning Location

Current Term End Date: January 1, 2028

Extensions Available: 1 – 5-year Extension eligibility

Renewed based on a five-year term.

Separate Lease Contracts are in place and may be viewed or discussed by contacting the Lead Contact.

TENDER BID FORM

Tender to purchase real property from The Corporation of the Township of Assiginack

Please ensure that all subsequent pages are competed fully and received by the Township by the required deadlines and in the required format.

Date:

Project Name:	Tender for the Sale of Land by Public Tender		
Roll Number:	5111-000-011-127-0000-00		
Legal Description:	cription: Manitowaning Town Plot SS Nelson Street Lot 1 NS Napier		
	Street N ½ Lot 1 RP31R1756 Part 2		
Having:	26,136 SF 120.51 Frontage, 132.00 Depth		
	(From the current assessment Roll)		
Being:	Bank and Post Office Building		

В	eing: Bank and Post Office Building					
1.	I /We hereby tende for: \$	·	and from the Municipality as described above Dollars).			
2.	2. I /We understand that the following must be met:					
-		eived until	Monday, February 26, 2024 Friday, April 12 th , 2024 @ noon Friday, April 29 th , 2024 @ 4:00pm			
3.	. I /We acknowledge that in addition to the purchase price the successful tender shall be responsible for any and all fees, legal fees, and services that may be required to complete the transaction and to register the land in my/our name.					
4.	I/We, acknowledge and accept that we shall be responsible to undertake all rental agreements in situ with the current tenants of the property, and assume property taxes and utility payments as required.					
5.	. I /We, the undersigned, acknowledge that I / we have had the opportunity to visit the site so that I / we are making an informed submission and understand completely the contents of the Tender.					
Α	pplicant Name:					
_	usiness Name (if app	plicable):				
Mailing Address:						
D	hone Number:					
	mail:					
S	ignature of Applicant	[:				
S	ignature of Witness:					