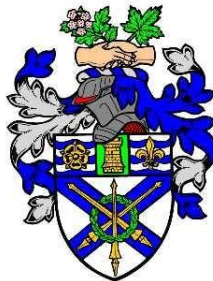


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**REQUEST FOR PROPOSALS**

**RFP-26-04**

**Commercial Real Estate Brokerage & Marketing Services  
Property Disposition – Town of Amherst Business Park**



## 1 INFORMATION TO PROPONENTS

### 1.1 INTRODUCTION

The Town of Amherst (the “Town”) has taken a significant step toward securing its long-term economic future with the acquisition of 150 acres of strategically located land that will enable the expansion of its industrial lands and the creation of the **Amherst Business Park**. This zone will accommodate a diverse mix of high-end commercial, light industrial, and larger multi-unit residential developments, supporting economic growth while ensuring compatible land use relationships. This expansion ensures Amherst is well positioned to attract new investment, support job creation, and respond to growing interest from businesses looking to locate in the town.

The Town is seeking proposals from qualified commercial real estate brokerage firms to provide exclusive listing, marketing, and disposition services to achieve these goals.

The selected Proponent will be responsible for designing and executing a comprehensive marketing and sales strategy to generate maximum market exposure, create a competitive sales environment, and achieve the highest possible favorable business environment for the Town.

The Town places significant importance on the Proponent’s depth of market reach and established network of qualified contacts, including developers, investors, owner-users, and industry stakeholders.

Notwithstanding the above, the Town retains sole and absolute discretion in selecting the successful purchaser(s), in determining how development within the Business Park will be curated and advanced, and in structuring transaction terms, including the inclusion of buyback provisions where deemed appropriate.

### 1.2 PROPOSAL SUBMISSION

Proponents to submit completed Proposal Form, and submit all other documents as required by the invitation, for the project below by May 6, 2026, by 2:00:00 p.m. local time.

All are to be submitted electronically by emailing [procurement@amherst.ca](mailto:procurement@amherst.ca) or by delivery of hard copy submissions to Town Hall. Ensure the email subject line is marked with the RFP ID:

**PROPOSAL: RFP-26-04 Commercial Real Estate Brokerage & Marketing Services**  
**Property Disposition – Town of Amherst Business Park**

**TOWN OF AMHERST**  
**98 Victoria Street, Amherst B4H 1X6**

**[procurement@amherst.ca](mailto:procurement@amherst.ca)**

**ATTENTION: KIM JONES**  
**DEPUTY CAO**

Failure to mark the subject line with the Tender ID could result in a bid being rejected as late.

## 1.2.2

### Location:

**1.2.2.1** Proposals must be received by the email address: [procurement@amherst.ca](mailto:procurement@amherst.ca) or hardcopies at Town Hall, 98 Victoria Street. Any other email or location will not be accepted.

**1.2.2.3** A return email cannot be sent confirming delivery of any proposal submission, nor will the email file be opened to respond to this question verbally.

### Time:

**1.2.2.3** Proposals must be received complete by the time listed above on the time stamp issued by the server for the Town of Amherst if electronic copy, or by the clock in reception at Town Hall if hard copy.

**1.2.2.3.1** The email server and clock in reception will be assumed to be correct in the event of dispute and will be considered the official receipt date and time and with hard copies, the clock in reception.

**1.2.2.4** It is solely the responsibility of each bidder to ensure their Tender Submission arrives on time. Late Tender Submissions will not be accepted.

**1.2.2.5 NOTE:** Proponents are advised the Town of Amherst has electronic mail security systems in place and therefore tenderers must allow sufficient time before the official closing time of the tender to be received by the Town of Amherst electronic mail system. The Town of Amherst is not responsible for electronic mail submission failures, or for insufficient time allowed to be served by Town Staff. Customers will be served on a first come, first served basis.

**1.2.2.6** Bids may be withdrawn at any time prior to opening.

**1.2.3** Any submissions or addenda submitted by fax, or telephone, will not be accepted under any circumstances.

**1.2.4** All submissions must be firm for 90 calendar days. The price is to include any and all delivery charges, FOB Amherst, Nova Scotia, if applicable.

**1.2.5** The Town of Amherst reserves the right to waive technicalities, reject any or all bids, or any portion thereof, to advertise for new submissions, to proceed to do the work otherwise, or to abandon the work, if in the best interest of the Town.

**1.2.6** The Town of Amherst reserves the right to request clarification of information submitted and to request additional information, if required. All costs associated with the presentation of the tender submission and any supplemental information shall be borne solely by the bidder, and shall not be passed on to the Town under any circumstances.

**1.2.7** The Proponent is responsible for obtaining any needed clarification of the RFP while it is open. Questions are to be directed in writing to the contact named in the tender. Email is the preferred method of contact. No verbal responses will be given. Only information received from the contact is considered valid and is to be used within the tender response.

**1.2.7.1** Bidders will be deemed to have familiarized themselves with the existing working conditions which may affect the performance of the Contract. No claims for extra compensation resulting from failure to investigate will be paid.

**1.2.8** The Town of Amherst reserves the right to cancel the contract immediately upon written notice, if, in the opinion of Chief Administrative Officer, the successful Proponent is not fulfilling the terms, conditions and specifications of the contract.

**1.2.8.1** All fees will be paid up to the date the work terminates, based on the work plan submitted and actual work completed, provided that work has been approved by Town Staff as satisfactory. The Town of Amherst has sole discretion in all matters.

**1.2.8.2** Proposal approval will be contingent on the bid being approved by the Chief Administrative Officer of the Town of Amherst, who may at any time, choose to forward the bid to Amherst Town Council for Council's approval. The successful proponent and the Town of Amherst can then proceed to settle, draft and sign the necessary legal agreement.

**1.2.9** Failure to comply with any requirements of this RFP could result in the rejection of the submission or delay in payment.

**1.2.9** All public entities in Nova Scotia have trade agreement obligations under the Public Procurement Act. This RFP is subject to the CFTA, Atlantic Trade and Procurement Partnership, and the Town of Amherst Procurement Policy.

### **1.3 PROPOSAL OPENING**

**1.3.1** This RFP will not have a public opening.

### **1.4 REVISION OF PROPOSAL SUBMISSION**

**1.4.1** The Town of Amherst reserves the right to amend this Request for Proposals at any time before the closing date and will issue an addendum should a change be required.

**1.4.2** Revisions shall be submitted only by signed letter delivered to the address as stated in Proposal submission. Only the proponent's entries on the delivered proposal offer may be revised. The revision must state only the amount by which a figure is to be increased or decreased, or specific directions as to the exclusion or inclusion of particular words. The revision shall not include the total proposal price.

### **1.5 LOCAL PREFERENCE**

**1.5.1** Local preference will NOT apply to this Request for Proposals

### **1.6 TIME/COMPLETION/DELIVERY/CANCELLATION**

**1.6.1** Time is of the essence in all matters under this order and the specified completion/delivery dates should be carefully considered before proponents enter a promised date on this form. Failure to meet promised completion/delivery dates may result in cancellation of any subsequent order.

### **1.7 ERRORS**

**1.7.1** Proponent submissions as received shall be considered final and no proponent submission shall be altered, amended or withdrawn after the specified closing date.

**1.7.2** In the event of an error in calculation of the extended price, the unit price will be taken as correct and will govern in the Proponent evaluation and contract administration.

### **1.8 FORM**

- 1.8.1** Proponent submission will not be accepted unless properly signed and submitted on this form.
- 1.8.2** Qualifying clauses or exceptions may result in rejection of the proponent.



## **1.9 LIABILITY**

**1.9.1** The proponent acknowledges that he is an independent contractor and shall indemnify, protect and save harmless the Town of Amherst, its agents, employees, successors and assigns from any and all damages, liabilities and claims of whatsoever nature arising out of the furnishing by the Vendor, its agents or employees, of the Work covered by this Request for Proposals incidental or ancillary thereto.

## **1.10 PLANNING/PREDESIGN**

**1.10.1** Following the award of the Request for Proposals, the winning Proponent will meet with Town staff to develop the detailed project schedule.

**1.10.3** The Owner will have access to all information throughout the project.

## **1.11 INDEMNITY**

**1.11.1** If the Contract is awarded, the successful proponent shall indemnify and save harmless the Town of Amherst and its directors, officers, employees and agents from and against any and all liability, claims, demands, losses, costs, damages, actions, suits or proceedings, including solicitor's fees, howsoever arising or incurred, including those alleging damage to property or injury to, or death of, any person arising out of or attributable to the Contractor's performance of or the failure to perform the Work of the contract awarded.

## **1.12 CLARIFICATION AND ADDENDA**

**1.13.1** Notify Procurement Coordinator not less than five (5) working days before Request for Proposals Closing of omissions, errors, or ambiguities found in Request for Proposal documents. If Procurement Coordinator and/or appropriate staff considers that correction, explanation, or interpretation is necessary, a written addendum will be issued.

**1.13.2** All addenda will form part of Contract Documents.

## **1.13 EVALUATION**

### **1.13.1**

An evaluation committee will be established to evaluate proposals. All proposals will first be evaluated on their compliance of response to all sections of this Request for Proposals.

Compliant proposals will be further evaluated based on the following criteria:

#### **A. Experience, Market Knowledge & Network Strength – 30%**

- Overall team experience
- Experience in marketing vacant building lots
- Demonstrated market knowledge and professional network strength

#### **B. Marketing Strategy & Execution – 30%**

- Local marketing plan
- Marketing plan outside of Cumberland County
- Clarity, feasibility, and effectiveness of proposed marketing strategies

#### **C. Sales Process Management & Transaction Expertise – 10%**

- Approach to managing the sales process
- Transaction experience and ability to successfully close sales

D. Quality & Professionalism of Proposal – 10%

- Organization, clarity, and completeness of the submission
- Professional presentation and responsiveness to RFP requirements

E. Cost for Service – 20%

- Overall cost competitiveness and value for services offered

Proposals will be scored by the following equation for Cost of Service:

1. Lowest bid will receive highest score of 20%
2. Next lowest bid will be divided into the lowest bid x 20 = \_%
3. Next lowest bid will be divided into the lowest bid x 20 = \_% and so on

## 1.14 TERMINATION

### 1.14.1 Termination of Convenience:

The Town of Amherst may terminate a contract in whole or in part, whenever the Town determines that such a termination is in the best interest of the Town, without showing cause, upon giving written notice to the proponent. The Town of Amherst shall pay all reasonable costs incurred by the proponent up to the date of termination. However, in no event shall the proponent be paid an amount which exceeds the proponent price for the work performed. The proponent shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to date of termination.

### 1.14.2 Termination of Default:

When the proponent has not performed or has unsatisfactorily performed the contract, the Town of Amherst may terminate the contract for default. Upon termination for default, payment will be withheld at the discretion of the Town of Amherst. Failure on the part of the proponent to fulfill the contractual obligations shall be considered just cause for termination of the contract. The proponent will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the Town of Amherst in re-procuring and completing the work.

## 1.15 CONTACT

### 1.15.1 All questions relating to this Request for Proposals to be directed IN WRITING to:

**Name:** Kim Jones

**Email:** [procurement@amherst.ca](mailto:procurement@amherst.ca)

**1.15.1.2** Should any question raised by a proponent necessitate an addendum to this Request for Proposal, addendum notice will be posted on the Provincial ([www.procurement.novascotia.ca](http://www.procurement.novascotia.ca)) and Town of Amherst ([www.amherst.ca](http://www.amherst.ca)) websites.

**1.15.1.3** The Town of Amherst has the right to reject any vendor that is found to be in communication with a Town staff member other than the contact above. The Town will not, and

cannot be held responsible for, any information used within a proposal that has not been communicated through this RFP, an addendum issued by Town staff specific to this RFP, and/or including information heard or communicated at any site visit.

### 1.19 PROPRIETARY INFORMATION

**1.19.1** As proposals may be forwarded/reviewed by Council at public meetings, all proprietary information within your submission needs to be identified clearly, so all parties are aware of its **proprietary nature**. Preferred method would be **yellow highlighting**.

## 2 SCOPE OF WORK

### 2.1 Objectives & Expected Outcomes

The selected Proponent will be expected to:

- Generate maximum exposure locally, regionally, and nationally to attract qualified purchasers.
- Actively leverage an established and demonstrable network of contacts to directly source and engage qualified buyers.
- Advise on transaction structures that protect the Town's long-term interests, including conditional sale terms and adjusted buyback rights.
- Maximize sale security while ensuring transaction certainty.
- Manage the full offer-to-closing process, in coordination with Town administration and legal counsel.
- Provide regular reporting, strategic advice, and responsive communication throughout the assignment.

**2.2** The selected Proponent shall provide the following services:

#### 2.2.1 Market Preparation

- Conduct a comprehensive property analysis and recommended pricing strategy.
- Leverage brokerage networks to canvass potential purchasers across relevant markets.
- Utilize research and data to support market positioning and underwriting.
- Coordinate the development of professional aerial and ground-level photography and related media.

#### 2.2.2 Marketing Strategy & Promotion Requirements

The Proponent shall:

- Develop professional marketing materials including digital, print, and signage.

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**Commercial Real Estate Brokerage & Marketing Services**  
**Property Disposition – Town of Amherst Business Park**

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- Execute a full, open-market, multi-channel marketing campaign.
  - Maintain a consistent digital presence including regular updates and targeted outreach.
  - Highlight property strengths while addressing potential market challenges.
  - Utilize proprietary databases of end users, capital sources, and investors.
  - Demonstrate innovative and “outside-the-box” marketing ideas.
- 

### **2.2.3 Offer & Transaction Management**

The Proponent shall:

- Receive and manage all offers of purchase and sale.
- Provide immediate notification to the Town upon receipt of any formal offers.
- Manage all aspects of the offer and eventual sale process.
- Lead negotiations in coordination with the Town and liaise with the Town’s legal counsel throughout the transaction.
- Communicate the Terms of the Buy Back Agreement.
- Advise the Town on offer strategy, including the use of formal or informal bid process.
- Coordinate all parties to ensure an efficient and timely closing process.

**The Proponent acknowledges that the Town is under no obligation to accept any offer and may evaluate proposals based on proposed land use, economic impact, and development objectives. Final acceptance of any offer, including the inclusion and terms of any buyback rights, shall be at the sole discretion of the Town. All transactions are bound by the Town of Amherst Land Sales and Development Policy.**

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### **2.2.4 Deliverables**

At minimum, the selected Proponent shall provide:

- A market positioning and pricing strategy memorandum.
  - Regional comparison matrix and recommendation report.
  - Confidential Information Memorandum (CIM) or equivalent marketing package.
  - Professional photography and marketing media.
  - Buyer contact log and outreach summary.
-

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- Monthly written activity reports summarizing marketing efforts, buyer inquiries, tours conducted, and market feedback.
- Strategic recommendations based on market response.
- Negotiation support through to closing.
- Clear, structured, and transparent communication with the Town.
- Immediate notification upon receipt of formal offers.

### **2.2.5 Compensation Structure**

Proponents shall submit their proposed fee structure, including:

- Commission: % of the gross sale price.
- If purchaser is represented by a cooperating brokerage:
  - Total commission: % of gross sale price.
  - If the commission will be split evenly between listing brokerage and purchaser's brokerage.
- Commission payable at closing.
- Marketing costs (including signage, digital, and print media) to be borne by the brokerage firm unless otherwise proposed.
- Cooperating brokerage sales are permitted.

**Proponents may submit optional compensation structures if appropriate.**

### **3. Contract Term & Renewal**

The initial term of the agreement shall be one (1) year from the date of execution.

At the sole discretion of the Town, the agreement may be renewed for up to three (3) additional one (1) year terms, under the same terms and conditions, or as otherwise negotiated in writing.

**The Town reserves the right not to renew the agreement for any reason and to terminate or re-tender the services at the end of any term.**

### **4. Mandatory Requirements**

Proponents must demonstrate:

- Ability to perform all required services outlined in RFP.
- Provide all deliverables as stated in RFP.

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- Willingness to cooperate with external brokerages.
- Commitment to liaise with the Town staff and its Solicitor.
- Demonstrated access to and experience leveraging a strong network of relevant industry contacts.
- Overview of company organizational and branch structure and Identification of assigned staff responsible for managing and performing the services.

Failure to meet mandatory requirements may result in disqualification.





**RFP-26-04**  
**Commercial Real Estate Brokerage & Marketing Services**  
**Property Disposition – Town of Amherst Business Park**

**PROPOSAL FORM**

All prices to **exclude HST**

Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Company Address \_\_\_\_\_

References:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Date: \_\_\_\_\_

- By submitting a response, proponent acknowledges and agrees that the proposal(s) price must be valid for 90 days from date opening of RFP-26-04, and that all necessary information is included in the package and that required information be missing, the Town has the right to reject the Proposal.
- By submitting a response, proponent acknowledges addendum \_\_\_\_\_ was read and understood. A proposal submitted for RFP-26-04 may be rejected if latest addendum is not acknowledged.
- By submitting a response, proponent acknowledges and agrees that the Town of Amherst has sole discretion on all matters, including but not limited to, completion of project.

**SIGNATURES**

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2026.

\_\_\_\_\_  
[Seal]

\_\_\_\_\_  
Name of Firm Tendering

\_\_\_\_\_  
Signature of Signing Officer

\_\_\_\_\_  
Name and Title of Signing Officer (Printed)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name and Title (Printed)

**Town of Amherst**  
**Request for Tenders RFP-26-04**  
**Commercial Real Estate Brokerage & Marketing Services**  
**Property Disposition – Town of Amherst Business Park**

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Witness

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Name and Title (Printed)

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Full Company Address, with Postal Code

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Telephone No.

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Fax No.

**\*\*NOTE:** Tenders submitted by or on behalf of any Corporation must be signed in the name of such Corporation by a duly authorized officer or agent