



Request for Proposals
For
West Commercial Development Project

Issued: **May 17, 2019**

Submission Deadline: **July 19, 2019**

SUBMISSION INSTRUCTIONS

Proposals will be received at:

The Town of Innisfail;
4943-53 Street
Innisfail, AB T4G 1A1

Attention: **Meghan Jenkins, Development Coordinator**

Proposals will be received up to **4:00:59 P.M. on July 19, 2019**

All proposals should be in a sealed envelope, signed and marked as follows:

West Commercial Development Project

Proposals must be received by the submission deadline outlined above. For practical reasons, proposals received after the submission deadline will not be considered, but may not be returned (unopened). The official time of receipt shall be determined by the central system telephone clock. Proposals shall be time-stamped and initialed upon receipt by the Town. The Town will not accept proposals by fax or email.

There (3) hard copies and one electronic copy are required for submission.

**This Request for Proposals (the “RFP”) is issued by The Town of Innisfail (the “Town”).
This RFP consists of the following sections:**

- 1. Instructions to Proponents and RFP Procedural Rules**
- 2. Terms of Reference**
- 3. Submission Form**
- 4. Appendix A – Evaluation Criteria**
- 5. Appendix B – Conceptual Design**
- 6. Schedule A Map**

Section 1

Instructions to Proponents and RFP Procedural Rules

a. **Applicable Trade Treaties**

Proponents should note that procurements falling within the scope of Chapter 5 of the *Agreement on Internal Trade*, the *Trade, Investment and Labour Mobility Agreement* and the *New West Partnership Trade Agreement* are subject to those trade treaties, but that the rights and obligations of the parties shall be governed by the specific terms of each particular proposal call.

b. **Procurement Process Non-Binding**

- i. The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the RFP shall not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the proponent nor the Town shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to the RFP.
- ii. The RFP process is intended to identify prospective vendors for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and the Town by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.
- iii. While the pricing information provided in responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

c. **RFP Communications and Confidential Information**

- i. Proponents are advised that only those individuals identified below should be contacted with respect to any inquiries about this RFP.

Meghan Jenkins, M.Sc

Development Coordinator

(403) 227-3376 ext 228

- ii. The proponent shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in the Submission Form (Section 3). For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Section 3).
- iii. A proponent may not at any time directly or indirectly communicate with the media in relation to the RFP or any contract awarded pursuant to the RFP without first obtaining the written permission of the Town Contact.
- iv. All information provided by or obtained from the Town in any form in connection with the RFP either before or after the issuance of the RFP: is the sole property of the Town and must be treated as confidential; is not to be used for any purpose other than replying to the RFP and the performance of any subsequent Contract; must not be disclosed without prior written authorization from the Town; and shall be returned by the proponents to the Town immediately upon the request of the Town.
- v. A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Town. The confidentiality of such information will be maintained by the Town, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be publicly disclosed and may be scrutinized by the community through public presentations, or on a confidential basis, to the Town's advisers retained for the purpose of participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to the RFP, questions are to be submitted to the contact listed above. Any proposal submitted is subject to the *Freedom of Information and Protection of Privacy Act*.
- vi. Proposals will be retained by the Town and will not be returned to proponents.
- vii. The Town may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to the following: (a) submissions containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of the supplier to honour its pricing or other commitments made in its proposal; (c) lobbying; (d) communication with media; (e) engagement in public consultations; or (f) any other conduct, situation or circumstance, as solely determined by the Town, that constitutes a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" shall have the meaning ascribed to it in the Submission Form (Section 3).

d. Addenda

The RFP may be amended only by an addendum in accordance with this section. If the Town, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of the RFP. Such addenda may contain important information, including significant changes to the RFP. Proponents are responsible for obtaining all addenda issued by the Town.

e. Evaluation and Selection

- i. Proponents should carefully note the mandatory requirements listed in Section 2. Proposals that do not meet the mandatory requirements at the submission deadline will be disqualified.
- ii. The successful proponent will be determined by evaluation criteria as set out in Section 2 of this RFP and advised in writing by the Town's Purchasing Section. Any contract awarded pursuant to this RFP is subject to final budget approval. The Town may cancel or amend this RFP without liability at any time.

- iii. When evaluating proposals, the Town may request further information from the proponent or third parties in order to verify and clarify the information provided in the proponent's proposal. The Town may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

f. **Past Performance, References and Misrepresentation**

- i. The Town's evaluation may include information provided by the proponent's references and may also consider the proponent's past performance on previous contracts with the Town or other institutions. The Town may disqualify the proponent or rescind a contract subsequently entered into if the proponent's response contains misrepresentations or any other inaccurate, misleading or incomplete information.
- ii. The Town's policy is to refuse to do business with parties who do not act in good faith towards the Town, whether by failing to live up to the terms of their agreements or by entering into frivolous or vexatious litigation with the Town. Accordingly, the Town will review proposals based on past performance and any history of litigation.

g. **Proponent Costs**

Proponents shall bear their own costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

h. **Debriefing**

Proponents may request a debriefing after receipt of a notification of award. All requests must be in writing to the Town Contact and must be made within thirty (30) days of notification of award. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

i. **Governing Law**

Procedural terms of the RFP Process (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and (c) are to be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein.

Section 2

Terms of Reference

I. INTRODUCTION

The Town of Innisfail invites interested developers to respond to Request for Proposal (“RFP”) with respect to West Commercial Development Project (“Project”).

This RFP is an invitation to proponents to submit non-binding proposals for the provisions comprised of purchase, design and development of a 1.215 hectare (3.0 acre) site located at the northeast corner of Highway 54 and 42 Street.

The selected proponent will be requested to enter into negotiations for an agreement with the Town for the provision of Innisfail West Commercial Development Project (“Project”).

The Town of Innisfail is committed to fiscally, socially and environmentally responsible land use development. Developers and their consultants are important partners in improving our community’s high quality of life. New development is essential to achieve a complete community in which to live, work and play.

Sustainable development integrates the three systems that support us – the economy, the environment and our society. Each of these systems must be functioning and healthy for us to survive and enjoy a high quality of life. To ensure developments in Innisfail are developing in a sustainable and appropriate manner, the Town has developed a triple bottom line sustainability framework ensuring that land use development integrates the three crucial systems. A simplified version of this Triple Bottom Line Evaluation Criteria (TBL) has been specially tailored for this RFP.

2. PROJECT OVERVIEW

The purpose of this development is to allow for and encourage a variety of commercial uses that primarily serve the local neighbourhoods. These uses shall be distributed throughout a comprehensively designed development area that emphasizes sustainability and compact pedestrian-friendly urban development. The commercial development will foster employment opportunities for area residents within close proximity.

To convey the conceptual vision of the development, the Town has prepared an artistic rendition of the proposed development concept located in Appendix B. Features of the concept include the following:

- Possible uses: restaurant, gas bar, convenience store, grocery store, commercial bays, office/professional, etc.;
- 1.8 meter (6 foot) high sound fence separating the existing and future adjacent residential land to the north and east;
- Primarily single story structure with a possible second story;
- Aesthetically pleasing architectural standards that enhances the neighbourhood and acknowledges this development as an entrance feature to the community;
- Permitted vehicle accesses is two driveways to the south onto 42 Street;
- Enhanced landscaping plan;

- Pedestrian facilities and connectivity to surrounding area.
-

3. SELECTED PROPONENT DELIVERABLES

Selected proponent is expected to purchase, design and fully develop the site as noted above.

Proponents must note that expected outcomes are to conform to the requirements of the Town of Innisfail Land Use Bylaw 1470, specifically the requirements of Section 11 Highway Commercial District (HWY-C). The Proponent should familiarize themselves with these regulations, and all other applicable Town documents, bylaws and policies.

Without limiting generality of the noted requirements, the following brings the attention to the Site Servicing Requirements. The Developer is responsible for:

- Servicing of the site
- Providing utility service connections as required; related costs will be the developer's responsibility
- Designing, installing and maintaining landscaping, trees and irrigation on boulevards and/or street frontage.
- Assessing the water system to determine if the system is adequate to provide fire flows to comply with the Town's Land Use Bylaw.
- Completion of any required site grading prior to site development.

Please note this list is not exhaustive. Additional requirements may apply depending upon the particular proposal. All services must be in compliance with The Town of Innisfail Land Use Bylaw

4. PROCESS TO DATE

4.1 Site preparation

To improve marketability the land has been rough graded, seeded and a berm constructed along Highway 54.

4.2 Site Subdivision and rezoning

As per the Land Use Bylaw this site has been zoned Highway Commercial District. The purpose of this district is to provide areas of highway and service commercial uses located on high visibility major roads and having high standards or appearance and design.

Further information on the Town of Innisfail's Land Use Bylaw can be found on the following link:

<http://innisfail.ca/departments-council/planning-development/land-use-bylaws>

A Development Permit (Agreement) will be required to regulate form and character of the winning proposal and ensure it meets the established design criteria. Minor siting variances to the Zoning Bylaw may be achieved through the Development Permit process.

In addition to the requirements of the Land Use Bylaw the comprehensive design and service intent for the property shall be carefully evaluated.

4.3 Materials available to interested Proponents:

- Town of Innisfail Land Use Bylaw, The Town of Innisfail Land Use Bylaw - The Town of Innisfail;
- Subdivision application;
- Tentative Development Concept;
- Digital base drawing and utility information.

Other municipal legislation and policies as may be applicable for specific requirements. This list is prepared for your convenience as a general guide to development requirements in The Town of Innisfail. Changes to the information may be made where warranted.

5. PROPOSAL REQUIREMENTS

Each Proponent is responsible for informing themselves as to the contents and requirement of this RFP. Each Proponent is solely responsible to ensure that they have obtained and considered all information necessary to understand the requirements of the RFP and to prepare and submit their Proposal. The Town makes no representations or warranty as to the completeness or accuracy of any reference material made available to proponents through the RFP process and will not be responsible for any loss, damage or expense incurred by a Proponent as a result of any inaccuracy or incompleteness in this RFP, or as a result of any misunderstanding or misinterpretation of the terms of the RFP on the part of any Proponent.

Proposals should indicate the proponent understands and will adhere to the following Development Concept principles and guidelines during the development Permit approval process. The Town does expect a preliminary site concept, layout, design or renderings during the RFP stage. However, it is not the intention of this RFP for a Proponent to provide significant detail about how it would develop the Property.

Submissions should be, at maximum, ten to fifteen (10-15) pages and limit appendices to not more than 30 pages. A Proponent should, however, provide in their response a commitment to follow all aspects of the Development Concept as detailed in this document.

Proposals, rather than tenders or offers, have been requested in part in order to afford Proponents a more flexible opportunity to employ their expertise and innovations, and, thereby satisfy the Town's needs in a more cost-effective manner. However, Proponents need to be aware that Proposals shall be evaluated for compliance and rated based on the Triple Bottom Line Evaluation Criteria.

The Town wishes to work with a Developer who shares our vision for a development that is

sustainable, vibrant and enhances the fabric of the community. The RFP evaluation will include an assessment of: The Proponent's experience and capabilities for completing the development, the purchase price, and the proposed purchase and development schedule.

5.1 Strict Compliance Mandatory Requirements – Proponents not meeting mandatory requirements shall be declared non-compliant and not taken under consideration.

- a) Each proposal must include a signed copy of the Submission Form included as Section 3 of this RFP
- b) Minimum 5 years of development experience (can be direct experience of proponent or external expertise).
- c) Commitment to developing the commercial properties within 18 months of submitting a proposal.

5.2 Rated Requirements

In response to this Request for Proposal, Proponents should submit the following information

- a. Company Information
 - i. Background, history, services and capabilities, management contact information
 - ii. Current workload and availability initiate the development next 12 months
- b. Previous Projects
 - iii. Provide the list of similar projects (max 3) with brief description of the projects completed over the past 10 years
 - iv. Provide information regarding environmental and socio-economic consideration on listed projects
 - v. Provide details on elements, form and scale, features and functionality, options & add-ons, technical requirements, elevations, site plans of previous identified projects
- c. Proposed Solution/Methodology
 - vi. Summary of the development and proposal
 - vii. Work plan, timelines and phasing
 - viii. Details on elements, form and scale, features and functionality, options & add-ons, technical requirements, elevations, site plans, etc.
 - ix. Details on development and design elements that are in accordance with Appendix B, Land Uses, Density and Format, Urban Design, Circulation/Access and Environmental Considerations
 - x. Illustration or examples of proposed elements such as building facades, streetscape, landscape treatments or significant features that will form part of the development proposal
 - xi. Price (per acre) on the land before GST; The Town will not consider any vendor financing. The Town offers a sales commission of 5% on the first \$100,000, 3% for \$100,001 to \$500,000 and 1% for that portion over \$500,000 of the sale price to all licensed agents. An offer price of \$250,000.00 per acre has been set as evaluation threshold for the parcels included in this RFP
 - xii. Deposit amount, in the amount of 5% of total purchase price
 - xiii. Timetable for payment of purchase price

- xiv.** Anticipated date for the closing of the sale of the Property
 - xv.** Timetable for starting and completing construction
 - xvi.** Any requirements for due diligence or any other conditions precedent the Proponent intends to incorporate in the Sale Contract should be identified in the Proposal
 - xvii.** Any other business, legal or financial terms of the Proposal should be outlined.

- d.** References
 - xix.** Provide references and contact number for the minimum three most recent, similar in nature, completed projects

- e.** Other relative information proponent may feel is essential: awards, accolades and special certifications

6. EVALUATION

The Town intends to evaluate all Submissions based on the evaluation criteria. The evaluation criteria will be used by Town Administration to make a recommendation to Council as to the preferred proposal. Finalization of the evaluation rating and sale of the property will be subject to Council approval. Council reserves the right to enter into or not enter into a land sale agreement with any of the proponents submitted based on their sole opinion as to which proposal is in the best interest of the Town.

The evaluation process will occur in the following stages.

6.1 Compliance

This stage will consist of a review to determine which proposals comply with all mandatory requirements. Proposals that do not comply with all mandatory requirements as of the submission deadline will, subject to the express and implied rights of the Town, be disqualified and not evaluated further.

6.2 Rating

It consists of a review of all compliant proposals to determine the highest ranking proponents based on the rated criteria and pricing evaluation set out in attached Appendix A.

6.3 Interview and Presentations

The Town reserves the right to invite the highest ranked proponent(s) for an interview and/or presentation. Should the Town choose this option, all proponents invited for the interview and/or presentation shall be re-evaluated for the final ranking.

6.4 Tie Score

In the event of a tie score, the selected proponent will be determined by the proponent whose products and services are the most environmentally sound. The Town may request additional information from proponents to make this determination. If the Town is unable to determine which proponent has more environmentally sound products and services, then the tie will be resolved by way of a coin toss.

7. SELECTION PROCESS AND GENERAL GUIDELINES

7.1 Selection

The top-ranked proponent, as identified above, will receive a written invitation to enter into direct contract negotiations with the Town. The Town intends to negotiate a Sale Contract and Development Agreement with the lead Proponent.

7.2 Timeframe for Negotiation

The Town intends to conclude negotiations with the top-ranked proponent within one hundred twenty (120) days commencing from the date the Town invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously. If negotiations have not been completed within one hundred twenty

(120) days, the Town intends to cease negotiations with that Proponent; however, the Town may continue the negotiating if negotiations are proceeding satisfactorily.

If negotiations with the lead Proponent prove unsuccessful, the Town intends to commence negotiations with the second Proponent.

7.3 Process Rules for Negotiation

Any negotiations will be subject to the process rules contained in this RFP and the Submission Form (Section 3) and will not constitute a legally binding offer to enter into a contract on the part of the Town or the proponent. Negotiations may include requests by the Town for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Town for improved pricing from the proponent.

7.4 Terms and Condition

The terms and conditions found in Section 10 (below) will form the starting point for negotiations between the Town and the selected proponent.

7.5 Failure to Enter into Agreement

Proponents should note that if the parties cannot execute a contract within the allotted thirty (30) days, the Town may invite the next-best-ranked proponent to enter into negotiations. In accordance with the process rules of this RFP process and the Submission Form (Section 3), there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. With a view to expediting contract formalization, at the midway point of the above- noted timeframe, the Town may elect to initiate concurrent negotiations with the next-best-ranked proponent. Once the above-noted timeframe lapses, the Town may discontinue further negotiations with the top-ranked proponent. This process shall continue until a contract is formalized, until there are no more proponents remaining that are eligible for negotiations or until the Town elects to cancel the RFP process.

7.6 Notification to Other Proponents

Other proponents that may become eligible for contract negotiations will be so notified at the commencement of the negotiation process. Once a contract is executed between the Town and a proponent, the other proponents may be notified directly in writing and shall be notified by public posting in the same manner that the RFP was originally posted of the outcome of the procurement process and the award of the contract.

8. NON MANDATORY SITE VISIT

Each Proponent should visit the site to examine details of the site before submitting a Proposal and should be aware of local conditions to be met with during development.

9. RFP CLOSING DATE, LOCATION AND SUBMISSION

Proposals should be submitted in a sealed envelope marked "West Commercial Development Project" addressed to The Town of Innisfail, 4943 – 53 Street, Innisfail, Alberta T4G 1A1, Attention: Meghan Jenkins, Development Coordinator

Proposals must be received no later than **July 19, 2019 at 4:00:59 pm**, local time.

Proposals received and not conforming to items above, may not be returned (unopened) to Proponent(s).

All Proposals submitted should include three (3) hard copies and an electronic version. The Town does not accept Proposals received via facsimile machine or email.

10. AGREEMENT TERMS

The following are the starting point of contract negotiations:

Land Sale Contract

The Town's standard Land Sale Contract will set forth the Town's intention to deliver the site, and the Developer's obligations to construct on the site a certain size and character of development.

Deposit

Upon execution of the Sale Contract, the Developer will be expected to pay an additional deposit of 5% of the purchase price. The deposit will be dealt with in accordance with the terms of the executed Sale Contract.

Development Agreement

The Town's standard Development Agreement will be the starting point of negotiations.

11. Disclaimer

The Town does not give any representation or warranty expressed or implied as to the accuracy or completeness of any information set out in this RFP, or any other background or reference information or document prepared by third parties and made available to Proponents, including all reference material made available to Proponents by the Town, and the Town shall have no liability whatsoever to any Proponent with respect to such information. Proponents will make an independent assessment of the accuracy and completeness of such information and will have no claim whatsoever against the Town or its officials, employees agents or consultants with respect to, or as a result of any use of, such information.

Section 3

Submission Form

Proponents must include a signed copy of this form with their Proposal. Proposals that do not include a signed copy of this form will be disqualified.

1. Proponent Information

Please fill out the following form, and name one person to be the contact for the RFP response and for any clarifications or amendments that might be	
Full Legal Name of Proponent:	
Any Other Relevant Name under Which the Proponent Carries on Business:	
Street Address:	
Town, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
RFP Contact Person and Title:	
RFP Contact Phone:	
RFP Contact Facsimile:	
RFP Contact E-mail:	

2. Acknowledgment of Non-binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until the Town and the selected proponent have executed a written contract.

3. Non-binding Price Estimates

The proponent has submitted its rates in accordance with the instructions in the RFP. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

4. Conflict of Interest

For the purposes of this section, the term “Conflict of Interest” means

(a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Town in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or

(b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our proposal; **AND** (b) were employees of the Town and have ceased that employment within twelve (12) months prior to the submission deadline:

Name of Individual:
Job Classification:
Department:
Last Date of Employment with the Town:
Name of Last Supervisor:
Brief Description of Individual's Job Functions:
Brief Description of Nature of Individual's Participation in the Preparation of the Proposal:

(Repeat above for each identified individual)The proponent agrees that, upon request, the proponent shall provide the Town with additional information from each individual identified above in the form prescribed by the Town.

5. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the Town to the Town's advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name and Title

Date:

I have authority to bind the proponent.

Appendix “A”

TRIPLE BOTTOM LINE EVALUATION CRITERIA West Commercial Development Project Evaluation Matrix

A. PASS/FAIL CRITERIA					
• Minimum 5 years of development experience.	PASS	FAIL			
• Commitment to develop within 18 months of submitting a proposal	PASS	FAIL			
	<i>Points</i>	<i>Total</i>	<i>Soc</i>	<i>Env</i>	<i>Eco</i>
B. TRIPLE BOTTOM LINE CRITERIA					
1. Use					
<ul style="list-style-type: none"> Meets the vision as shown in Appendix B Uses are beneficial to the surrounding neighbourhood and community Good fit to the surrounding neighbourhood Anchor Tenant 		15	/15		
2. Connectivity					
<ul style="list-style-type: none"> Walkability with surrounding community Use of Public Realm/Promenades Parking (e.g. adequate number, surface vs underground) Pedestrian Friendly Vehicular Pathways 		10	/5	/5	
3. Architectural Features					
<ul style="list-style-type: none"> Conceptual Site Plans <ul style="list-style-type: none"> Features/Theming Elevations Building Orientations Loading Spaces Hard Surface Public Spaces Pedestrian Promenade 		20	/10	/10	

4. Environmental Features					
<ul style="list-style-type: none"> Water Conservation/Low Impact Development Strategies Open Green Spaces Landscaping Plans, natural features. xeriscaping Integration of Adjacent Green Spaces Green Building Features 		15		/15	
Economic Benefits					
<ul style="list-style-type: none"> Employment Opportunities Local investment Ability to Attract New Investment Project Schedule, Increase Town Tax Base 		15	/7.5		/7.5
Relevant Experience/Knowledge					
<ul style="list-style-type: none"> Experience with other Projects References Identify Key Project Managers 		10			/10
Pricing					
<ul style="list-style-type: none"> Incremental Offer Price Above or Below Evaluation Threshold (\$250,000 per acre) 	8 Points for price equal to per acre Threshold Price +1 Point per \$10,000 increment above threshold price. -1 Point per	15			/15
			/37.5	/30	/32.5
Social/Cultural, Environmental and Economic Sub-total					
Innovation Bonus					
<ul style="list-style-type: none"> Award for incorporating in exceptional environmental or sustainable design initiatives. Award synergistic innovation, including (but not limited to) reduced demand on municipal infrastructure (for construction, extension and lifespan), additional community amenity space, public/open/green space, public art or original design. 		10			
PROJECT TOTAL			/100 = _____ (%)		

