



Request for Proposals
For
Sale Rehabilitation and Adaptive Re-Use of the former Saskatoon Transit Building
321 Avenue C North

Request for Proposals No.: **18-0857**

Issued: **Monday, October 29, 2018**

Submission Deadline: **Wednesday, December 12, 2018 02:00 PM SK Time**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the City of Saskatoon (the “City”) to prospective proponents to submit proposals for the **Purchase, Rehabilitation and Adaptive Re-Use of the former Saskatoon Transit Building** located at 321 Avenue C North as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The site is located at 321 Avenue C North on former Saskatoon Transit maintenance facility sites in the southern part of the Caswell Neighbourhood, a historic neighbourhood in close proximity to the downtown and north downtown. The site is easily accessible via two major arterial roadways including Idylwyld Drive, and 22nd Street West, which is planned to include a future Bus Rapid Transit Station in walkable distance to the subject site.

The site is within the boundary of the South Caswell Concept Plan (SCCP) approved by Saskatoon City Council in 2010. The SCCP was arrived at through extensive community engagement and consultation and resulted in a concept plan that outlines stakeholder expectations for the area. Since adoption of the SCCP, continued stakeholder engagement has taken place to inform the community of any plans for redevelopment of the site and to ensure community input is up-to-date. Most recent feedback was collected in January 2018. This RFP represents an important step in moving ahead with the sale and redevelopment of former transit facilities into a development that aligns with the spirit and intent of the SCCP.

Proponent project proposals should support the vision and goals of the South Caswell Concept Plan and subsequent stakeholder engagement and feedback (collectively referred to throughout this RFP document and process as the SCCP) by introducing a high-quality adaptive re-use development that features attractive site development and architecture that improves the buildings’ relationship with adjacent streets and sidewalks.

Proposed uses should be compatible with existing adjacent uses and in combination with project design, have the capacity to add vitality to the area, thereby increasing interest and awareness of the neighbourhood as a desirable place in which to invest in and/or live.

PROPERTY DESCRIPTION

The RFP refers to all property and buildings within the site boundaries of 321 Avenue C North (Lots 13 to 36 and Parcels A, B, and C, all on Block 19, Plan G582). Total site area is 80,660 ft² (1.85 acres). Total building footprint area is 41,740 ft². Buildings are located along the south frontage of the site and extend approximately half way along the east and west flanking frontages. The Buildings are currently vacant and being maintained by the City of Saskatoon.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be:

brad.murray@saskatoon.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the City, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's proposal.

1.3 Type of Contract for Deliverables

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the City for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the City and the selected proponent. It is the City's intention to enter into an agreement with only one (1) legal entity.

1.4 RFP Timetable

Issue Date of RFP	Monday, October 29, 2018
Deadline for Questions	Wednesday, November 21, 2018 2:00 PM SK Time
Deadline for Issuing Addenda	Thursday, November 29, 2018 2:00 PM SK Time
Submission Deadline	Wednesday, December 12, 2018 02:00 PM SK Time
Rectification Period	Five (5) business days
Anticipated Ranking of Proponents	Wednesday, December 19, 2018
Contract Negotiation Period	14 calendar days
Anticipated Execution of Agreement	Tuesday, January 15, 2019

The RFP timetable is tentative only, and may be changed by the City at any time. For greater clarity, business days means all days that the City is open for business.

Tour of Building - November 4 - 9, 2018 by appointment only, please call the RFP Contact to set an appointment time.

1.5 Submission of Proposals

1.5.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted at:

Purchasing Services
 222 Cardinal Crescent
 Saskatoon, SK S7L 6H8
 Fax Number 306-975-2612

1.5.2 Proposals to be Submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.

1.5.3 Proposals to be Submitted in Prescribed Format

Proponents should submit one (1) unbound copy marked “Master Copy”, ten (10) bound copies and one (1) digital copy (USB) of their proposal in a sealed package. **Proposals should be prominently marked with the RFP title and number (see RFP cover), with the full legal name and return address of the proponent.** [If there is a discrepancy between the “Master Copy” hard copy and any of the additional copies or the electronic copy, the “Master Copy” hard copy will prevail.]

1.5.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package with the RFP title and number and the full legal name and return address of the proponent to the location set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

1.5.5 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent. The City is under no obligation to return withdrawn proposals.

[End of Part 1]

PART 2 – EVALUATION, NEGOTIATION AND AWARD

2.1 Stages of Evaluation and Negotiation

The evaluation process will be overseen by an external independent Fairness Monitor. The City will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the City will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the City issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix D).

2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

The City will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Questions or queries on the part of the City as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.2 Rated Criteria

The City will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix D).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Pricing (Appendix C). The evaluation of price will be undertaken after the evaluation of rated criteria has been completed.

2.5 Stage IV – Ranking and Agreement Negotiations

2.5.1 Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into negotiations to finalize the agreement with the City. In the event

of a tie, the successful proponent will be selected based on the highest combined scores of the Alignment with SCCP and Community Stakeholder Feedback and Benefit to the City Criteria.

2.5.2 Agreement Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the City or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the City and the selected proponent. Negotiations may include requests by the City 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 City for improved pricing or performance terms from the proponent.

2.5.3 Time Period for Negotiations

The City intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the City invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), provide requested information in a timely fashion and conduct its negotiations expeditiously.

2.5.4 Failure to Enter into Agreement

If the RFP Particulars (Appendix D) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Agreement Negotiation Period, the City may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the City elects to cancel the RFP process.

2.5.5 Notification of Negotiation Status

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

3.1.4 Past Performance

In the evaluation process, the City may consider the proponent's past performance or conduct on previous contracts and projects with the City or other institutions.

3.1.5 Information in RFP Only an Estimate

The City and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP, issued by way of addenda, or in the supporting document resources. Any information contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Proposal to be Retained by the City

The City will not return the proposal or any accompanying documentation submitted by a proponent.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information in writing by email to the RFP Contact on or before the

Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The City is under no obligation to provide additional information, and the City is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The City is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

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

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the City determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the City may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating proposals, the City may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D of the RFP Particulars (Appendix D). The City may revisit, re-evaluate and rescore the proponent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once an agreement is executed by the City and a proponent, the other proponents will be notified of the outcome of the procurement process by letter.

3.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification.

3.3.3 Procurement Protest Procedure

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with the City's procurement protest procedures and any applicable trade agreement or other applicable bid protest procedures. The notice must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFP, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (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 City 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 open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, 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.

3.4.2 Disqualification for Conflict of Interest

The City may disqualify a proponent for any conduct, situation or circumstances, determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The City may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the City determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.4 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.4.5 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.6 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

3.4.7 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the City; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.8 Past Performance or Past Conduct

The City may prohibit a proponent from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the proponent to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of the City

All information provided by or obtained from the City in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the City and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the City; and
- (d) must be returned by the proponent to the City immediately upon the request of the City.

3.5.2 Confidential Information of Proponent

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 City. The confidentiality of such information will be maintained by the City, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the City to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will 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 City will 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 proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective proponents for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the purchase of the subject lands will be created between the proponent and the City by this RFP process until the successful negotiation and execution of a written agreement for the sale of those lands is complete.

3.6.3 N/A

3.6.4 Cancellation

The City may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will 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 Saskatchewan and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

The City of Saskatoon will provide a standard agreement which will form the basis for further negotiations and a final agreement.

APPENDIX B – SUBMISSION FORM

1. Proponent Information

Please fill out the following form, naming one person to be the proponent’s contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

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 for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the purchase of the subject lands will be created between the City and the proponent unless and until the City and the proponent execute a written agreement for the sale of land and Deliverables.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the purchase price set out in its proposal.

4. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. 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 proposal or its eligibility to negotiate the subsequent agreement.

5. Addenda

The respondent is deemed to have read and taken into account all addenda issued by the City prior to the Deadline for Issuing Addenda.

6. No Prohibited Conduct

The respondent declares that it has not engaged in any conduct prohibited by this RFP.

7. Conflict of Interest

The proponent must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the City within twelve (12) months prior to the Submission Deadline.

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:

8. 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 by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the City to the advisers retained by the City to advise or assist with the RFP process, including with respect to the evaluation this proposal.

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

- (a) Proponents should provide the information requested under section 3 below (“Required Pricing Information”) by completing a detailed price schedule and including it in their proposals.
- (b) Purchase price must be provided in Canadian funds, with GST and PST, itemized separately.
- (c) Each party shall pay its own legal expenses, and the proponent shall pay all registration charges relative to the registration of the transfer authorization to the Lands.

2. Evaluation of Pricing

Pricing is worth 20 points of the total score. Scoring will be based on two components:

- (a) The first component is the Purchase Price offered inclusive of all land and buildings on site (15 points). Proponent purchase price/highest purchase price) * 15 = Purchase Price Points
- (b) The second component will consist of the Proponent’s plan to address outstanding environmental site conditions. Maximum points would be awarded to a submission that has the City receiving the highest Purchase Price combined with an environmental management/remediation approach that results in the lowest short and long term risk in terms of cost and liability for the City of Saskatoon (5 Points).

3. Required Pricing Information

The proponent must describe in detail its plans to address the management and/or remediation of outstanding environmental conditions present throughout the site. The plan must include estimated costs, responsibilities, and how this workplan fits into the proposed development schedule.

APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

Purchase and Adaptive Re-Use of former Saskatoon Transit Maintenance Site and Buildings at 321 Avenue C North.

The purpose of this RFP is for the City to secure a qualified potential development partner(s) to purchase the subject site to redevelop the former Saskatoon Transit maintenance facilities. Respondents are expected to demonstrate their ability to fulfill the goals designated for the project as outlined below.

The project should support the vision and goals of the South Caswell Concept Plan including the updated Community Stakeholder Feedback collected in January 2018 by introducing a high-quality adaptive re-use development that features attractive site development and architecture that improves the buildings' relationship with adjacent streets and sidewalks. Retention of the 1948 building on the southwest corner of the site was identified as being of particular importance, therefore renovation of this building in a way that retains its current architectural character will be considered in the scoring of submitted projects. The South Caswell Concept Plan and updated Community Stakeholder Feedback are available for download from Saskatoon Land's RFP resource page <https://www.saskatoon.ca/business-development/land-development/infill-and-tax-title>

Proposed uses should be compatible with existing adjacent uses and in combination with project design, have the capacity to add vitality to the area, thereby increasing interest and awareness of the neighbourhood as a desirable place in which to invest in and/or live. The project should align with the City's Official Community Plan and Growth Plan, and provide an overall benefit to the city.

The successful proponent should be prepared to move ahead with construction and complete the project within a reasonable time frame (24 months), recognizing there are possible land use amendment approvals prior to commencing construction.

Proponents should recognize that submitted proposals should include a price for the land and buildings that is considered to be fair market value, estimated to be approximately \$2,700,000.

The City has established the following overarching goals for the adaptive Re-Use of the former Saskatoon Transit maintenance buildings:

- The project contributes to a mix of land uses within the neighbourhood and supports the goals and intent of the South Caswell Concept Plan and Community Stakeholder Feedback updated in January 2018.
- The project should be compatible with existing adjacent uses.
- The project has potential to be a catalyst for further development and investment in the surrounding area.
- Sensitive approach to retaining architectural character of the 1948 section of the building located on the southwest corner of the site. The retention of this building was identified through the SCCP as being a priority with respect to site heritage, assuming potential environmental concerns and results of on-going site analysis do not preclude its retention.

- Project architecture and site design enhances neighbourhood character.
- The sustainability of the concept does not rely on ongoing City financial support (such as an annual operating subsidy).
- The project can be seen to further civic goals such as economic and/or cultural development.

B. MATERIAL DISCLOSURES

Land Use Designations

South Caswell Concept Plan Land Use Map

The site is within the boundary of the South Caswell Concept Plan (SCCP). This concept plan was approved in 2010, and outlines the vision and goals for development of sites within the concept plan area. The subject site represents one site within the concept plan area.

The South Caswell Concept Plan Land Use Map is detailed in describing areas and locations for various land uses such as residential, mixed-use, park space, and public realm within the plan area.

Through discussions with developers and stakeholders, they have indicated that the level of detail in the SCCP Land Use Map may restrict the ability of developers to propose creative ideas of their own while still conforming to the over goals of the approved SCCP plan.

The South Caswell Concept Land Use Map can be downloaded from Saskatoon Land RFP resource page. <https://www.saskatoon.ca/business-development/land-development/infill-and-tax-title>

Alignment with the vision and goals of the SCCP, and with updated Community Stakeholder Feedback gathered in January 2018 will be part of the criteria with which proposals are evaluated, however, alignment with the current SCCP Land Use Map does not form part of the evaluation criteria.

As a result, it is likely that any developer-conceived plan will require an amendment to the Concept Plan Land Use Map, which will involve community and stakeholder engagement, and a public hearing at a future City Council meeting.

Zoning

The site is currently zoned IL1 - General Light Industrial District. The purpose of the IL1 District is to facilitate economic development through a wide variety of light industrial activities and related businesses that do not create land use conflicts or nuisance conditions during the normal course of operations. The IL1 district permits a number of uses that could align with the desired forms of development for this site, such as limited retail and office uses, however, an amendment to the concept plan is likely required in any case, amending the IL1 zoning district to a district better-suited to the Concept Plan vision and proposed development will likely be necessary. Any required amendments to the zoning district should proceed concurrently with amendments to the SCCP Land Use Map.

With respect to the above, Saskatoon Land has committed to working with the successful proponent to support any required zoning and concept plan amendments. However, the approval of concept plan amendments and re-zonings by City Council cannot be presumed. Chances of success can be increased through the suitability and quality of the project itself, and through meaningful public engagement with the community that addresses any potential concerns and successfully explains positive aspects of the proposed development.

Furthermore, as the subject site and buildings represent only one site within the overall SCCP area, any rezoning and concept plan amendments in support of the redevelopment of this site will have implications for desired and actual redevelopment of the remaining sites within the SCCP area, likely resulting in future land use amendments in the area. This being the case, proponents should be aware that the location and areas of land uses identified within the SCCP Land Use Map on the adjacent site to the south are subject to change, therefore, the success, viability and functionality of submitted proposals should not be dependent on the adjacent uses identified in the current SCCP Land Use Map.

Building Condition

In 2014, a Structural Review was undertaken to determine the conditions of the buildings. The report recommends that a full structural analysis of this building be undertaken prior to any occupancy taking place. In general, the assessment determined that all buildings were expected to be able to continue to perform adequately in their intended function in the future provided regular maintenance is provided. Due to the unknown future use and occupancy of the buildings, the assessment could not identify whether the existing facilities or portions thereof might be considered appropriate for that occupancy. The structural assessment report is included in the list of reports and information available as part of this RFP. Detailed building information including floor plans, ceiling plans, electrical plans, plumbing and mechanical plans, and fire system plans are also available for download by contacting the RFP Contact and providing contact information as outlined further down in this section

An Asbestos Survey Report was completed on the subject buildings in 2014. Materials inspected included insulation materials, floor covering materials, mechanical insulation materials, ceiling tiles, tool boards, sealant materials, and gasket materials.

Asbestos was detected in the following forms:

- Transite Roof Drain Pipe is located in areas 104, 105, 108, 109, 111, and 117. The Asbestos Drain Pipe has been identified with an “ASBESTOS” stencil signifying the entire pipe is to be considered Asbestos Containing Material.
- The Block Walls were tested for Vermiculite Content throughout the facility. No Vermiculite was found to sample during the survey but further investigation may be required prior to demolition of the building. Although it is unlikely due to sample results and investigation, any material located within ceilings, wall cavities, pipe chases or other inaccessible areas or areas of limited access shall be considered asbestos-containing until testing of the material can determine the presence or absence of asbestos.

The full Asbestos Survey Report is available upon request by contacting the RFP Contact and providing contact information, as outlined further below in this section.

Environmental Conditions

There have been several environmental studies, assessments and minor remedial activities conducted onsite over the years. All work has been completed by qualified environmental professionals. For reference, all applicable environmental studies that apply to the site and buildings are available for download by contacting the RFP Contact.

The primary contaminants of concern include petroleum hydrocarbons (PHC), resulting from decades of onsite fuel storage, and from the use of oil products, lubricants, and other petroleum-based substances. Ongoing monitoring of soil vapor wells and groundwater related to the PHC contaminants is underway to investigate extent and actual site-specific risk, with results expected to be complete in early 2019.

The secondary source of contaminants is related to the buried historic trolley tracks, ties and former trolley maintenance pits located within the north portion of the property. There are limited risks associated with this source of contamination in its current buried and capped condition.

It is expected that the most environmentally sustainable and cost-effective means of addressing site environmental conditions is through minimizing excavation and capping impacted soils and other materials. The final results of the risk assessment will provide recommendations for ongoing mitigation, if any, for the contaminants of concern located beneath the building.

Studies and other background documents including environmental assessment reports, asbestos survey, and building information including structural reports, floor plans, electrical plans, etc. are available for download upon request by contacting the RFP Contact and providing contact information including company name, email address, and telephone number.

The SCCP, SCCP Land Use Map, and updated Community Stakeholder Feedback are available directly from the RFP resource page. <https://www.saskatoon.ca/business-development/land-development/infill-and-tax-title>

Site Servicing

The existing buildings and site are fully serviced, however, upgrades to existing services including water, electrical infrastructure, and stormwater services may be required depending on the occupancy and requirements of the successful project.

As the City is expecting to receive fair market value for the land and buildings as a fully serviced site, the City will complete upgrades to the existing water service necessary to accommodate typical uses anticipated for the site. Should the successful project include uses which require greater capacity than those currently anticipated, i.e. high volume water user, the developer will be required to enter into negotiations with the City, and may be responsible for additional costs to fund extra capacity.

Existing electrical service to the site is expected to be sufficient to accommodate anticipated forms of redevelopment, however, should a use that requires extensive upgrades to the electrical network be proposed and ultimately selected, negotiations may be required to determine responsibility for the costs of any required upgrades.

Proponents should contact the relevant utility to enquire regarding the availability and provision of data and telephone services to the site.

Currently, on-site stormwater management is considered adequate, however, the impacts of any improvements to the site that decrease permeability will need to be assessed through upgraded on-site stormwater management such as installation of catch basins and connections to the adjacent underground stormwater system.

Surface infrastructure adjacent to the site is relatively deteriorated, and as part of the redevelopment of this site and the surrounding area, improvements in roadways, sidewalks and other public realm elements will occur as sites are redeveloped and funds raised through land sales are re-invested in area improvements.

The successful proponent will be responsible for funding and installation of or improvements to all direct service infrastructure connections to the site.

For further information on existing services and capacities, the Respondent should contact the relevant City Department or Utility Agency.

Development Incentives

The site falls within an area identified by the City as an Established Neighbourhood, and may be eligible for a grant or tax abatement through the City's Vacant Lot and Adaptive Reuse Program (VLAR).

In accordance with the VLAR, the *Maximum Incentive Amount* is determined by the increment between the existing taxes at a particular site and the taxes that would be paid upon project completion, multiplied by five years. The final *Earned Incentive Amount* is determined through an evaluation system based on points linked to policy objectives in the Official Community Plan. The points are used to determine which percentage of the Maximum Incentive Amount is awarded. Applicants may choose either a Five-Year Tax Abatement or a one-time cash grant paid on project completion. A final incentive amount is determined upon a final inspection and assessment following project completion. One-time cash grants are capped to a maximum of \$200,000 for Commercial, Industrial, and Mixed-Use developments, \$75,000 for Multiple Unit Dwellings, and \$15,000 for One and Two Unit Dwellings. For more information regarding potential incentives please contact the City of Saskatoon Neighbourhood Planning at 306-975-2645.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

2. Pricing (Appendix C)

Each proposal must include pricing information that complies with the instructions contained in Pricing (Appendix C).

3. Other Submission Requirements

N/A

D. MANDATORY TECHNICAL REQUIREMENTS

N/A

E. PRE-CONDITIONS OF AWARD

N/A

F. RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria of the RFP.

#	Category	Weighting (%)
1	Pricing	20
2	Experience and financial capacity	20
3	Alignment with SCCP and Community Stakeholder Feedback	20
4	Benefit to the City	20
5	Quality of Design	20
Total Points		100

1. Pricing

See Appendix C Pricing

2. Experience and Financial Capacity

The proponent shall:

1. Demonstrate successful track record including examples of similar projects where the Proponent rehabilitated, developed and operated facilities similar to the proposed concept.
2. Demonstrate experience in remediating and/or managing contaminated sites.
3. Demonstrate ability to operate and maintain a property of similar size, including the ability to maintain tenancy and sustain ongoing operational needs.
4. Probability of obtaining approvals for the proposed project.
5. Demonstrated understanding, ability, and flexibility to obtain regulatory approvals and community support through engagement.
6. Demonstrate expertise of staff and consultants to deliver the project.
7. Proponent's financial condition and capability to finance the development of the project. The City is interested in information that provides evidence of the proponent(s) financial resources used in prior similar projects, financing sources and structures of past projects, and experience developing projects of a similar nature to the concept proposed.
8. Indicate if the lead Proponent or any partner with equity has filed for bankruptcy or has had projects that have been foreclosed, transferred to creditor in lieu of foreclosure, or

renegotiated or refinanced debt which resulted in relaxation of financial or other terms of existing debt.

3. Alignment with SCCP and Community Stakeholder Feedback from January 2018

The proponent shall details on the following:

1. Provide a proposed concept that is consistent with the project goals discussed in within Section A of Appendix D.
2. Overall vision for the rehabilitation and reuse of the Building(s) and how it responds to the goals and key terms contained in this RFP. Detail the concept, activities that will occur in the building, partners or collaborators and target market.
3. The project furthers a mix of land uses in the area.
4. The project furthers the establishment of creative community and industry.
5. Compatibility with adjacent residential land uses.
6. Re-use and sympathetic renovation of the 1948-constructed building located on the southwest corner of the site.

4. Benefit to the City

The proponents shall provide details on the following:

1. Alignment with the City's Official Community Plan.
2. Alignment with the goals of the City's Growth Plan.
3. Quantifiable economic benefits to the City in terms of capital investment, employment, and local business participation.
4. Investments in local public realm improvements
5. Project Schedule and Time to Completion

5. Quality of Design

The proponents shall provide details on the following:

1. Potential for the proposed Building(s) use(s) and improvements to integrate with current and anticipated future adjacent uses – particularly adjacent roadways and site directly south.
2. Extent and quality of site improvements including landscaping and parking areas
3. Quality of existing building façade improvements and external site improvements.
4. Quality of architectural design of any new construction planned as part of the project.
5. Plans and illustrative materials including building and site renderings to communicate the concept.