

**The Corporation of the Township of Manitouwadge**  
Manitouwadge, Ontario  
P0T 2C0  
(807) 826-3227  
[www.manitouwadge.ca](http://www.manitouwadge.ca)

## **REQUEST FOR PROPOSAL (RFP)**



**- Former Zero 100 Motel -**  
45 Manitou Road East  
Manitouwadge, Ontario

**Issue Date:**      November 24, 2011

**Closing Date:**    January 25, 2012

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## Introduction

Manitouwadge is a full-service community located north of Lake Superior, in the center of Ontario, Canada, within 100 km access to both rail and freshwater port infrastructure. Combine its prime location with extremely affordable real estate, outstanding municipal infrastructure, first class healthcare facilities, excellent educational institutions, and it could just be the perfect place to call home. Most importantly, with the exceptional quality of life and low cost of doing business, businesses will thrive in a community in which their employees want to live.

With a population of approximately 2,300, the Township of Manitouwadge is a welcoming and fun-loving community full of opportunity for businesses. The township is the first fully-planned community in Ontario -- meaning that it was designed as a microcosm of a larger center. Its downtown commercial district is only one block away from the shores of beautiful Lake Manitouwadge and close to a full-service industrial park.

The current inventory of overnight accommodations is limited. There is no ‘proper hotel’ in the market, although we note the existence of smaller bed and breakfasts as well as overnight home rentals which provide accommodation service in the community. There is nothing that can be interpreted as contemporarily-designed commercial accommodations, or a product that reflects the market’s tendency towards staying in a branded hotel or motel with modern features. We believe there is sufficient demand in Manitouwadge to support a motel.

Join the number of people from across North America who are looking for an alternative to the congested city but need access to the same quality infrastructure you would expect to find in one. Manitouwadge has everything your business will need to grow at a price that you can afford and a quality of life for you and your employees that is second to none.

## Property Description



The former Manitouwadge Motor Inn is located at 45 Manitou Road East in Manitouwadge, Ontario. The property is centrally located within walking distance to the downtown core, hospital, Manitouwadge Golf course and Manitouwadge Recreation Centre.

Full Address: 45 Manitou Rd East  
Manitouwadge, Ontario  
P0T 2C0

Legal Description: Plan M163 BLK L & PT UMSUBD RP PAR 84 Parts 1 & 2 TBF Zoning:  
C2 - Highway Commercial.

Size of Property: Approximately 4 Acres

Building Size: Approximately 11,500 sq/ft

Municipal Services: Water, Sewer, Waste Collection

The motel is currently closed and has not operated since 2008. The accommodation component is comprised of 27 units with a central corridor and is deemed a reasonably suitable building, in a good location and, if it could be redeveloped, would provide much needed accommodations to the community. The re-development of the motel provides an opportunity for interested parties to take advantage of the existing structure and save time in bringing a motel business into service for the community.

## Information for Bidders

1. All Proposals must be submitted on the form of offer attached. The proposal to purchase must be submitted in a sealed envelope clearly marked “PROPOSAL TO PURCHASE, 45 MANITOU RD East, MANITOUWADGE” and be received at the Township of Manitouwadge Municipal Office at 1 Mississauga Drive, Manitouwadge, ON P0T 2C0, by 12:00 noon on January 25, 2012 (the “Official Closing Time”). To be considered a valid and complete bid, each page of this Request for Proposal document (executed as per the instructions below); each page of the Request for Proposal must be initialled and the bid deposit referred to in paragraph 3 below, must also be placed in the sealed envelope.
2. All Proposals received will be opened in public on January 25, 2011 at 2:00 p.m. local time in the Council chambers within the Township Municipal Office located at 1 Mississauga Drive, Manitouwadge Ontario.
3. The Proposal to purchase must include the following:
  - Proposal to Purchase Form
  - Minimum 10% deposit of the purchase price, by certified cheque or money order payable to the Township of Manitouwadge in Canadian currency
  - Business Plan Summary
    - a) Full contact information.
    - b) Resume of potential owner and operator.
    - c) Conceptual plans for building and property.
    - d) Operational summary.
    - e) Anticipated capital investment.
    - f) Anticipated number of employment generated.
    - g) Timeline for investment and operations.
    - h) Credit reference check

### NOTE:

- The minimum purchase price which the Municipality will consider for this property is \$10,000.00 in Canadian currency.

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4. The Township reserves the right to:
  - a) Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addendum;
  - b) Negotiate with any proposal submitted;
  - c) Cancel the RFP process at any time;
  - d) Re-issue the RFP or revise the terms at any time by issuing an addendum
  - e) Reject any or all bids at its sole discretion, with or without cause;
  - f) Make public the names of all Proponent and the total amount of bid received;
  - g) Request written clarification relation to a Proponent's submission
  - h) Waive irregularities in any RFP submission if at the Township's sole discretion such irregularities are of a minor or technical nature
  - i) Verify with any Proponent or with a third party any information set out in the bid
5. The Township shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Proponent or any third party resulting from the Township exercising any of its express or implied rights under this RFP.
6. It is the Proponent's responsibility to inspect the building and property prior to the closing date of this tender. The Township makes no representations to the Proponent regarding the condition of the building or property. Responsibility for ascertaining these matters rests solely with the Proponent. Contact Owen Cranney to view the property at (807) 826-3227 ext. 245 or email: owen@manitouwadge.ca
7. By responding to this RFP and submitting a bid, all proponents are deemed to have acknowledged and agreed that the property described above is being sold by the Township of Manitouwadge strictly on an "as is, where is" basis. Accordingly, prior to submitting an Proposal each proponent is strongly urged to engage the assistance of legal counsel in order to have all usual title and off-title searches completed along with any other inquiries or investigations as he or she may deem necessary. The Township will not respond to any requisitions or other requests relating to title or other matters.
8. Save and except for any representations or warranties contained in this document or the form of Proposal attached, the Township of Manitouwadge makes no representations or warranties with respect to the physical or environmental condition of or any other matter affecting the property described above including, without limitation, any implied warranties of fitness for a particular purpose or otherwise, and/or any title issues that might be identified through a title search conducted by a lawyer.

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9. The Township wishes to disclose to any and all prospective proponents the fact that the Township undertook a designated substance report of the building which is available to the proponent upon providing a written request for a copy of the report from the Township. Consistent with paragraphs 7 and 8 above, and without limiting the generality of its terms, all bidders are responsible for satisfying themselves in respect of the environmental condition of the property prior to submitting a bid. The information contained in the designated substance report should not be relied upon for full satisfaction as to the building's current state or projected use and that a proponent should undertake a site visit to satisfy themselves of its condition and potential future use.
10. An Accommodation Study which was undertaken by the Township of Manitouwadge is available for proponents on written request. The information contained in the accommodation study should not be relied upon for full satisfaction as to the building's current state or projected use and that a proponent should undertake a site visit to satisfy themselves of its condition and potential future use. The accommodation report remains the Township's and should not be used by a proponent for any other purpose but preparation of their proposal.
11. The Township of Manitouwadge reserves the right to be the sole judge of acceptability of any proposal, and also any alternative proposed, which in its opinion most closely meets the requirements of the Business Plan Summary under Paragraph 3 and which is the best proposal for the community.
12. After evaluation of all bids, the Township will retain the Deposit of up to two bids and all other deposits will be returned, without interest. Once the Township notifies the successful proponent, the deposit of the unsuccessful Proponent will be returned, without interest. The Deposit of the successful proponent will be retained by the Township and credited towards the purchase price on completion of the sale.
13. The design and construction unless noted otherwise, shall comply with the latest edition of the Ontario Building Code, Fire Code, Electrical Code, relevant standards from the Canadian Standards Association and TSSA, the Occupational Health and Safety Act and regulation for industrial establishments and for construction projects and all applicable codes, act and Regulation of Authorities having jurisdiction. Design, construction, transportation and installation shall adhere to all relevant industry standards and practices.

All construction under this contract must be in strict accordance with all applicable federal, provincial and municipal codes and by-laws.

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The successful proponent is responsible for obtaining Building/Plumbing Permits or any other approvals or permits required for the installations of the building.

Since the proponent is responsible for all other applicable permits. No work shall start until the required building permit has been issued.

14. A Proposal may be withdrawn unopened after it has been deposited, if such request is received in writing by the Municipal Manager Clerk prior to the time specified for the opening of RFP's.
15. The Purchaser agrees to accept title to the Lands subject to Municipal and Provincial requirements, including building and zoning by-laws, easements for hydro, telephone and like services to the Lands or any part thereof, and to restrictions and covenants that run with the Lands or any part thereof.
16. The Purchase Price does not include Harmonized Sales Tax ("HST"). If the transaction is subject to HST and the Purchaser is not a HST Registrant, the Purchaser agrees to pay the applicable HST to the Municipality in addition to the purchaser price herein.

If the Purchaser is a HST Registrant and the Municipality is not required to collect or remit the applicable HST, the Purchaser irrevocably undertakes to file the "Harmonized Sales Tax Return or Acquisition of Real Property (HST/GST Form 60 or its equivalent) with Canada Customs and Revenue Agency. The Purchaser certifies that his HST Registration Number is\_\_\_\_\_.

17. This RFP may be amended by an addendum in accordance with this section. If the Township, 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 posting the addenda on the Township's website. Each addendum shall form an integral part of this RFP. Such addenda may contain important information including significant changes to this RFP. Addenda will be provided to all who have registered with the Township of Manitouwadge.
18. Proponents shall disclose to the Township any potential conflict of interest. If a potential conflict of interest does exist, the Township may, in its sole discretion, withhold the award until the matter is resolved, or may be awarded to another compliant bid if the matter cannot be resolved. Elected or appointed officials, officers or employees of the Township are permitted to submit bids provided that the conflict of interest has been disclosed and that individual or individuals are not involved in the evaluation or decision making process.



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19. If the Township accepts a bid, then such acceptance shall be communicated to the successful Proponent by notice in writing sent by the Township to the Proponent at the address set forth in its bid, such notice to be given by prepaid registered mail or personal delivery. The Township will enter into negotiations of terms for the agreement of purchase and sale but that the building must be taken on the “where is, as is” basis.
20. The selected Proponent will be required to complete the transaction based on the terms and conditions of the negotiated agreement and pay the balance of the purchase price by certified cheque, bank draft or wire transfer to the Township of Manitouwadge legal counsel on the anticipated Closing Date.
21. If the successful Proponent fails to complete the transaction on the Closing Date, or other date as may be amended by agreement, then the Proponent’s deposit will be forfeited, as liquidated damages, in addition to any other right or remedy to which the Township may be entitled. The Township may, in its sole and absolute discretion and without incurring any liability, rescind the award of that Proponent and proceed with the selection of another Proponent.
22. The Proponent shall bear all costs associated with or incurred in the preparation of its bid including, if applicable, costs incurred for site inspections. Except as expressly and specifically permitted herein, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a RFP each Proponent shall be deemed to have agreed that it has no claim.
23. It will be the Proponent’s responsibility to seek clarification of any matter that it considers unclear before submitting a bid. All communication regarding the tender (including requests for information, instructions or clarification) shall be in writing and be directed to:

Cecile Kerster  
Municipal Manager Clerk  
1 Mississauga Drive  
Manitouwadge, Ontario  
P0T 2C0  
Telephone: (807) 826-3227 ext. 223  
Email: [ckerster@manitouwadge.ca](mailto:ckerster@manitouwadge.ca)

Any questions must be received in writing no later than seven (7) working days before the closing date. Written answers or clarifications shall be shared with all Bidders and issued in the form of an addendum. The Township shall not be bound by any oral instruction, amendment, clarification, information, advice or suggestion from any member of the Township’s staff.

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## Proposal to Purchase Form

I/We, the undersigned, having the authority to bind the company and certify that I/We have examined the Guidelines, Information for Proponents, Proposal to Purchase Form, and do hereby offer and agree to enter into an agreement with the Township of Manitouwadge, to purchase the Lands as described herein.

**Addendum / Addenda** (If applicable must be filled in by Bidder)

I/We, the undersigned, acknowledge that I/We have received Addendum / Addenda numbers \_\_\_\_ to \_\_\_\_ inclusive, and that all changes specified therein have been included in the tender submitted.

**Purchase Proposal:** \$ \_\_\_\_\_ (Plus HST if applicable)

**Amount in words:** \_\_\_\_\_

**Proponent Name / Company Name:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Contact Phone Number:** \_\_\_\_\_ **Fax Number:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name and Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name and Title:** \_\_\_\_\_

**(I/We signed above have the authority to bind the Corporation)**

**Witness Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_