



THE CORPORATION OF
THE TOWNSHIP OF MUSKOKA LAKES
Request for Proposal
Professional Real Estate Services

Reference No. RFP-2026-01

Issue Date:	Thursday, February 5 th , 2026
Closing Date & Time:	Monday, March 2 nd , 2026 at 4:00 p.m.
Closing Locations	Township of Muskoka Lakes 1 Bailey Street, P.O. Box 129 Port Carling, Ontario POB 1J0
Contact	Crystal Best-Sararas 1 Bailey Street, P.O. Box 129 Port Carling, Ontario POB 1J0 crystal.best-sararas@muskokalakes.ca
Notice:	Late submissions will not be accepted

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1 INTRODUCTION

The Township of Muskoka Lakes is located in the District of Muskoka with a permanent population approaching 7,700 people and a seasonal population of an estimated 26,000; being the largest within the District. The Township of Muskoka Lakes is situated at the southern point of the Canadian Shield with a geographic area characterised by cliffs, numerous lakes and an abundance of wildlife making the area a premier tourist destination. The Township contains several small communities, waterfront properties and rural areas . For further information on the attributes of our Township, please visit our web site at www.muskokalakes.ca.

2 SCOPE OF WORK

The successful proponent will provide Professional Real Estate Services for all Township properties, on an as needed basis to the Corporation of the Township of Muskoka Lakes by applying creative solutions to maximize sales of Township owned property for a 3 year term.

The proponent must be a licensed Real Estate Broker or Real Estate Sales Representative in good standing in the Province of Ontario and must have experience as well as currently operate in listing, selling and leasing industrial/commercial/residential property within the Township.

Interviews

The Township may, at its discretion, invite some or all of the Proponents to provide clarification of their Proposals. If presentations are required, the purpose of the presentation shall be to:

- Determine in greater detail the qualifications and relevant experience
- Explore in further detail the marketing strategy
- Address any questions that the Township may have after review and evaluation of the submission

It is the Township's expectation that the personnel to be assigned to the project will attend any interview / presentation meeting.

3 REQUIREMENTS OF THE SUBMISSION

The following information is required and must accompany your proposal in the order listed below:

1. COVER LETTER (not to exceed 1 page): Provide a cover letter indicating your interest in serving as the Township of Muskoka Lake's Realtor of Record. By signing the cover letter you are representing that you are authorized on behalf of your organization to enter into an agreement with the Township of Muskoka Lakes and are bound by the terms and conditions within said agreement.

2. **BACKGROUND INFORMATION:** List years in business with a description of your firm including size of firm, location, number and nature of the professional staff to be assigned to this contract, with a brief resume for each key person listed.
3. **EXPERIENCE SUMMARY:** Describe your firm's pertinent real estate experience (minimum five years previous relevant experience with proven effectiveness) and how they propose to coordinate with the TWSP (for example intake, prioritization, communication with staff, negotiation approaches, ability to respond based on municipal timelines, understanding of public sector transparency, processes, etc.)
4. **FAMILIARITY WITH LOCAL MARKET:** List years in business with a description of your brokerage including size, location, number of agents/staff. Describe your experience in handling transactions within the Township.
5. **MARKETING METHODS:** Describe the methods of identifying target user groups and a description of the marketing materials and the strategy for presenting the sites to a local, regional and national marketplace (when appropriate).
6. **ADDITIONAL SERVICES:** Describe additional relevant/unique services offered through your firm.
7. **FEE SCHEDULE:** State your commission rate(s) for listing and selling of properties. The commission rate should be specified as a percentage (%) upon completion of the final sale price and should outline any additional fees or costs to the Township.
8. **REFERENCES:** Provide a list of three (3) applicable references. Include name, title, and contact information for each reference as well as a brief description of the specific services provided.
9. **GOOD STANDING:** Your firm must be in compliance with all levels of government, which specifically includes good tax payment status, good corporate registration status and in good standing with the Real Estate Council of Ontario. Additionally, please provide your firm's legal corporate name and business number.

Failure to submit the above will result in the submission being disqualified without further review.

4 SUBMISSION OF BID

The submission is to be submitted in a sealed envelope clearly marked with the submissions name (Appendix B – Submission Label) and submitted to the individual

noted below on or before the closing date and time. Your submission must be written in ink or type written. Erasure, overwriting or strike-outs must be initialed by the person signing on behalf of the proponent.

Note: Should you decide not to use Submission Label on your envelope in lieu of the label provided, the front of your envelope must indicate ALL of the information as shown on Appendix B.

If you are sending your submission by courier, please put the label on the outside of the courier package.

The Township of Muskoka Lakes cannot be held responsible for documents submitted in envelopes that are not labeled in accordance with the above instructions.

Email submissions to crystal.best-sararas@muskokalakes.ca can be accepted.

Submissions shall not be accepted after the closing date and time. Proponents may not make modifications to their submissions after the closing date and time.

All submissions shall become the property of The Township of Muskoka Lakes.

It is the responsibility of each proponent to submit all required documents as outline in this RFP. Failure to provide a submission on all options set out will disqualify your submission.

<p style="text-align: center;">Crystal Best-Sararas Director of Legislative Services / Clerk 1 Bailey Street, P.O. Box 129 Port Carling, ON, P0B 1J0 Reference: CONFIDENTIAL RFP-2026-01 Professional Real Estate Services</p>
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4.1 **QUESTIONS AND ANSWERS**

To ensure fairness to all Proponents, any and all questions that require detailed clarification or that may materially alter this submission shall be submitted in writing (email form is acceptable) by Monday, February 16th, 2026 at 9:00 a.m.

The Township reserves the right to not respond to any questions after this date.

Should any error, ambiguity, divergence, omission, oversight, contradiction, or item subject to interpretation be identified in this submission, the Proponent shall, as it is discovered, notify the primary contact (in writing) requesting instruction, decision,

direction or clarification of same. The primary contact will determine the extent of resolution required.

Questions and requests for clarification can be directed to:

Crystal Best-Sararas
Director of Legislative Services / Clerk
1 Bailey Street, P.O. Box 129
Port Carling, ON, P0B 1J0
crystal.best-sararas@muskokalakes.ca

Any revision to this RFP will be issued as an addendum to all proponents.

4.2 REFUSAL OF BID RESPONSE

The Township, within its sole discretion, will not accept a bid response from:

Any entity which has initiated a legal proceeding against the Township, or against which the Township has initiated a legal proceeding with respect to any previous contract, bid submission or business transaction, with the Township;

Any entity which is considering or proposing to initiate litigation against the Township, or against which the Township is considering or proposing to initiate litigation with respect to any previous contract, bid submission or business transaction, with the Township; and

Any entity which has either breached, or has failed to perform satisfactorily in, a previous Township contract in the last five (5) years, and which has been notified by the Township of:

- (i) its failure to have performed satisfactorily; and
- (ii) the fact that the Township will not accept a bid response. The Township will notify such entity of its breach or failure to perform as soon as is reasonably practicable in the circumstances.

5 GENERAL INSTRUCTIONS TO PROPONENTS

5.1 CLOSING DATE/TIME

Submissions must be received by the Director of Legislative Services / Clerk no later than Monday, March 2nd, 2026 at 4:00p.m.

Submissions received later than the specified closing date and time will be returned unopened to the proponent.

On the closing day, the electronic quotes and/or tenders will be opened and the quote and/or tender amounts will be recorded publicly through the Township's Bidding System, as soon as possible thereafter.

5.2 OPTION TO RENEW CONTRACT

If it is mutually agreeable between the Township and the Proponent, the contract entered into between the two parties may be renewed for an additional 3 year Term.

5.3 IDENTIFICATION

Each submission shall contain the full name of the proponent, and be duly signed by a person with binding corporate authority.

5.4 CONFLICT OF INTEREST

The proponent hereby declares by submitting a bid that they do not and will not have any conflict of interest, actual or potential, by providing a submission.

5.5 ACKNOWLEDGEMENT

The proponent acknowledges that they have carefully reviewed this RFP, including any and all other related relevant documents, and understands the scope of work proposed; further, they confirm that their submission is based entirely on the terms, specifications, requirements and conditions as set out in the RFP document.

Upon awarding the RFP, the RFP will be deemed to be a "Contract" between the Successful Proponent ("Proponent") and the Township of Muskoka Lakes ("Township").

5.6 ACCEPTANCE OR REJECTION OF SUBMISSIONS

It is the intention of the Township to award the contract arising from this RFP process to One (1) qualified Respondent.

The Township reserves the right to reject any and/or all submissions received. The Township is not under any obligation to award a contract, and reserves the right to terminate the RFP at any time for any reason, and to withdraw from discussions with all or any of the proponents who have responded.

The Township reserves the right to waive formalities for the acceptance of submission as the interests of the Town may require.

The receipt and opening of a submission does not constitute acceptance of any submission. Further, any incomplete information, not properly signed/dated, submissions received after the closing date/time, will be rejected as incomplete.

5.7 AMENDMENT OR WITHDRAWAL OF SUBMISSIONS

The proponent may amend or withdraw their submission prior to the closing date and time by submitting a clear and detailed written notice to the RFP contact. All submissions become irrevocable after the closing date and time.

5.8 ACCEPTANCE OF SUBMISSION

If the proponent's submission is accepted, the proponent agrees to undertake the scope of work as defined in this RFP within 30 (thirty) days of Notice of Award to the successful proponent.

The successful Proponent will be required to provide the following documentation within (7) days of notification of award.

- Certificate of Insurance naming the Corporation of the Township of Muskoka Lakes as "an additional insured"
- WSIB Clearance Certificate
- Completed Contractor Health and Safety Responsibility Agreement form (Appendix A)

5.9 BINDING AGREEMENT

All submissions shall be final and binding on the proponent for a period of 45 (forty-five) days from the closing date and time and may not be altered by a subsequent offerings, discussions, or commitments unless the proponent is requested to do so by the Township.

5.10 SUBMISSION COST

The Township will not reimburse any proponent for any costs related to the preparation of a submission response to this RFP. Without foregoing any generalities, this shall extend to any onsite review, presentations, and any supplemental information provided, and shall also extend to subsequent negotiations, if any, with the Township.

5.11 ADDENDA

In the event that questions/responses to the RFP require amendments or modifications to the original document, such amendments shall be posted on the Township of Muskoka Lakes Website. It is the proponent's sole responsibility to review the aforementioned website for any amendments/modifications to this RFP.

6 EVALUATION CRITERIA

The Township will not necessarily accept the lowest price or any submission. Any implication that the lowest price or any submission will be accepted is hereby expressly negated.

Each response to this RFP will be evaluated by a selection committee to determine the degree to which it responds to the requirements as set out. Other factors in addition to price will be considered when submissions are evaluated.

The following scoring system will be used to evaluate the responses to the RFP:

Qualifications & Experience (30 points)

Marketing Strategies (10 points)

References (5 points)

Familiarity and currently operating within the local market (20 points)

Fees (30 points)

Additional Services (5 points)

7 GENERAL CONDITIONS

7.1 INVOICING & PAYMENTS

Any commission that is payable to the Realtor will be reflected in the Agreement of Purchase and Sale and will be payable to the Realtor at the time the transaction closes.

8 QUALITY ASSURANCE

8.1 CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any written commitment by contractor within the scope of this contract shall be binding upon contractor. Failure of contractor to fulfill such a commitment may constitute breach and shall render contractor liable for damages and other remedies under the terms of this contract.

9 CONTRACT TERMINATION

The Township of Muskoka Lakes respectively reserve the right to immediately terminate the Contract for sufficient cause, including but not limited to such items as non-performance, errors, inferior quality, pricing problems, etc.

Should Township of Muskoka Lakes or the successful proponent wish to terminate the contract, they shall provide written notice of the termination not less than 90 days from the date of termination.

Failure to maintain the required documentation during the term of this contract may result in suspension of the work activities and/or cancellation of the contract.

10 CONFIDENTIALITY AND FREEDOM OF INFORMATION

All correspondence, documentation and information provided to staff of the Township by any proponent in connection with, or arising out of this request for procurement

will become the property of the Municipality and as such is subject to the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA), and may be released, pursuant to the Act.

All correspondence, documentation and information provided to the Evaluation Team may be reproduced for the purposes of evaluating the Proponents' response to this Request for procurement.

11 OCCUPATIONAL HEALTH AND SAFETY ACT

The Proponent's attention is drawn to the regulations issued by the Ministry of Labour for the Province of Ontario under the Occupational Health and Safety Act. The contractor acknowledges that they will comply with these regulations and that they will be the Contractor under said Act as it relates to the completion of this procurement.

The Successful Respondent shall provide the Township with a copy of the Workplace Safety and Insurance Board's Clearance Certificate (or Independent Operator Certificate, as applicable) indicating the Respondent's good standing with the Board, by providing a clearance number to the Township, at any time when requested by the Township. If WSIB coverage is not deemed to be required by the WSIB, proof must be provide to the Town directly from WSIB

12 INSURANCE AND RISK MANAGEMENT

12.1 PROTECTION OF PROPERTY

The Proponent will be responsible for any damage that may occur relative to the execution of all operations arising from the Contract. Any damage done to the Township or surrounding property must be made good to the satisfaction of the Township of Muskoka Lakes.

12.2 CONTRACTORS' RESPONSIBILITY

The Proponent shall indemnify and hold harmless the Township, their agents and employees from and against claims, demands, losses, costs, damages, actions, suits or proceeding arising out of the Contractor's performance of the Contract which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the Place of Work.

12.3 INSURANCE REQUIREMENTS

The successful proponent, and each and every sub-contractor (if applicable) shall, for the term of the contract, maintain full, necessary and adequate insurance with insurers licensed to carry on business in the Province of Ontario, at their own expense.

- Such coverage must be maintained and in effect continuously while the work is in progress, and renewal certificates must be provided prior to the policy expiry.
- Certificates must provide; for thirty (30) days' notice to the Municipality in the event of cancellation or in the event of non-renewal of an Insurance Policy or pertinent coverage.
- Certificates to name The Corporation of the Township of Muskoka Lakes as additional insured with respect to work performed.

The Successful Respondent shall, throughout the Term, obtain and maintain in force:

General Liability

- (a) General Liability Insurance of not less than Five Million Dollars (\$5,000,000) (per occurrence) inclusive, to indemnify and hold harmless the Township of Muskoka Lakes respectively against any liability which may arise from the Respondent's operations under this Contract. Coverage shall include but not limited to bodily injury, personal injury, property damage, contractual liability, products and completed operations liability and shall contain a cross liability severability of insured clause. The Township of Muskoka Lakes shall be named as additional insured.

Professional Liability

- (a) Professional liability insurance in an amount not less than Two Million Dollars (\$2,000,000) (per claim). Such insurance shall provide coverage for all errors and omissions made by the professional in the rendering of, or failure to render, professional services in connection with the Contract. Upon completion of the work the policy shall remain in force for twelve (12) months.
- (b) The Successful Respondent must confirm that any property damage, personal injury or bodily injury resulting from an error or omission is considered an insurable loss whether coverage is under the General liability policy or the Professional Liability Policy.

General Conditions

- (a) Prior to execution of the contract and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the Successful Respondent shall promptly provide the Township of Muskoka Lakes with confirmation of coverage and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the contract.

- (b) All applicable deductibles under the above required insurance policies are at the sole expense of the Successful Respondent.
- (c) All policies shall apply as primary and not as excess of any insurance available to the Township of Muskoka Lakes.
- (d) It is expected by the Township of Muskoka Lakes that the Certificate(s) of Insurance will provide confirmation that all insurance requirements have been met as stated above.

Certificate of Insurance

- (a) At the commencement of the work, the Proponent shall provide the Municipality of The Township of Muskoka Lakes with a Certificate of Insurance. (Not required for E&O and Auto)

12.4 COMPLIANCE WITH THE ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005

The Successful Respondent will ensure that all its employees, agents, volunteers, or others for whom the Successful Respondent is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with the Accessibility for Ontarians with Disabilities Act, 2005, as amended the "Act").

The Successful Respondent will ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, as well as instruction regarding all matters set out in the Regulation.

The Successful Respondent will submit to the Township, as required from time to time, documentation describing its customer service training policies, practices and procedures, and a summary of its training program, together with a record of the dates on which training was provided and a list of the employees, agents volunteers or others who received such training. The Township reserves the right to require the Successful Respondent to amend its training policies to meet the requirements of the Act and the Regulation.

13 APPENDIX A – SUBMISSION LABEL

Firm Name: _____

Address: _____

Phone Number: _____

Email: _____

Crystal Best-Sararas
Director of Legislative Services / Clerk
1 Bailey Street, P.O. Box 129
Port Carling, ON, POB 1J0
Reference: CONFIDENTIAL
RFP 2026-01
Professional Real Estate Services

APPENDIX "B"

THIS PAGE MUST BE RETURNED AS PART OF THE PROPOSAL SUBMISSION

RESPONDENT'S DECLARATION

The Respondent has carefully examined the conditions attached to this Request for Proposal and is prepared to perform the work as outlined in this document in an expedient, professional and workmanlike manner, promptly and as directed by the Chief Administrative Officer.

No person, firm or corporation, other than the Respondent, has any interest in this proposal or in the proposed services for this proposal.

This proposal is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a proposal for the same Service and is in all respect fair and without collusion or fraud.

No member of the staff of the Township of Muskoka Lakes is, or will become interested directly or indirectly; as a contracting party, partner, shareholder, surety or otherwise; or in the performance of the Service; or in the supplies, service or business to which it relates; or in any portion of the profits thereof; or in any of the monies to be derived there from.

The content and requirements of this RFP have been read and understood. All prices are quoted in Canadian funds.

DATED AT _____ THIS _____ DAY OF _____ 2026.

SIGNATURE OF WITNESS

SIGNATURE OF RESPONDENT

THIS PAGE MUST BE RETURNED AS PART OF THE PROPOSAL SUBMISSION

APPENDIX “C”

Fee Schedule

Service	Commission Rate (s) & Explanation of Rate(s)
When acting as our Agent for municipal property PURCHASE — <i>and there is no listing agreement in place for the subject property and provided that the transaction is successfully completed</i>	Residential: _____% of selling price Industrial / Commercial / Institutional: _____% of selling price Vacant Land: _____% of selling price
When acting as our Agent for municipal property SALE – and provided that the transaction is successfully completed. *You acting as our agent will be responsible to pay any commission payable to the purchaser’s agent.	Residential: _____% of selling price Industrial / Commercial / Institutional: _____% of selling price Vacant Land: _____% of selling price
When acting as our Agent for municipal property lease agreements - (i.e. property rental agreements where the Township is the landlord or tenant)	
Contract Term: (Confirm contract term the proponent is willing to guarantee commission rates)	____ Years.

Additional Comments from Proponent (if any):

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