



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 254-2020**

**SALE OF CITY-OWNED PROPERTY LOCATED AT 700 ST. JEAN BAPTISTE**

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## **PART B - BACKGROUND AND GENERAL INFORMATION**

### **B1. CONTRACT TITLE**

B1.1 SALE OF CITY-OWNED PROPERTY LOCATED AT 700 ST. JEAN BAPTISTE

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, March 31, 2021 and in accordance with the details provided in PART D -

B2.2 The Contact Person or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

### **B3. INTRODUCTION**

B3.1 The City of Winnipeg (the "City") invites Proposals from Proponents (each a "Proponent"), with respect to the sale and redevelopment or rehabilitation of 700 St Jean Baptiste (herein called the "Subject City Property").

B3.2 Notwithstanding anything contained herein, the Subject City Property will be sold on an "as is, where is" basis. The data contained herein is considered to be approximate information only and is not intended to fully describe the Subject City Property. Any Proponent or interested party is required to satisfy themselves as to the suitability of the Subject City Property for their purposes and conduct their own due diligence. The City provides no representations or warranties related to the Subject City Property of any kind whatsoever.

### **B4. LOCATION**

B4.1 The Subject City Property is located on the north east corner of Rue St Jean Baptiste and Rue Dumoulin, and shown outlined in a dashed line and identified as "SUBJECT CITY PROPERTY, Area: 1,123.9± m<sup>2</sup> (12,098± ft<sup>2</sup>) on Misc. Plan 15443 attached as Schedule "A".

### **B5. COUNCIL DIRECTIVE**

B5.1 On April 9, 2020 the Subject City Property located at 700 St Jean Baptiste Street was declared surplus to the City's needs.

### **B6. PROPERTY INFORMATION**

B6.1 The Subject City Property was acquired in tax sale.

B6.2 The Subject City Property is being offered with two (2) of the five (5) units are currently under lease.

B6.3 Property details are as follows:

(a) Site Size: 12,098 sq. ft.+/- sq. ft.

(b) Current Zoning: RMF-M.

(c) Assessment: Roll #06060442000.

(d) Legal Description:

FIRSTLY: SP LOT 53 PLAN 29635 WLTO IN RL 76 AND 77 PARISH OF ST BONIFACE.

SECONDLY: LOTS 5 AND 6 PLAN 217 WLTO (W DIV) IN SAID RL 77

(e) Certificate of Title: Part of 2959774/1.

B6.4 The Proponent will accept title to the Property subject to all exceptions, reservations and encumbrances expressed or implied, including without limitation:

**B7. BUILDING INFORMATION**

B7.1 A building is located on the Subject City Property that is being offered for sale. The two and a half storey building with a basement was constructed in 1906 (herein called the "Building"). The Building consists of:

- (a) Main floor +/- 1,368 sq. ft.
- (b) Second Floor +/- 1,368 sq. ft.
- (c) Third Floor +/- 820 sq. ft.
- (d) Total Living Area +/- 3,556 sq. ft.
- (e) Basement +/- 1,368 sq. ft.

B7.2 If the Proponent's proposal involves the demolition of the Building, then the cost of demolition and remediation, including any required removal of hazardous materials, will be at the Proponent's sole cost and expense.

**B8. PROPERTY SHOWINGS**

B8.1 Proponents are encouraged to view the interior and exterior property photos attached as Appendix B.

B8.2 Proponents are advised that a property video tour may be added as an Appendix at a later date.

B8.3 Property showings may be accommodated by appointment only, if necessary. COVID-19 protocols will be in place and details of such protocols will be provided by the Contact Person to the Proponent in advance of any appointment.

**B9. ENQUIRIES**

B9.1 All enquiries shall be directed to the Contact Person identified in D5.

B9.2 Further to B9.1, enquiries regarding submitting on MERX should be addressed to MERX Customer Support

phone: 1-800-964-6379

email: merx@merx.com

**B10. ERRORS AND DISCREPANCIES**

B10.1 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contact Person of the error, discrepancy or omission at least five (5) Business Days prior to the submission deadline.

B10.2 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the submission deadline.

B10.3 Responses to enquiries which, in the sole judgment of the Contact Person, require a correction to or a clarification of the Request for Proposal will be provided by the Contact Person to all Proponents by issuing an addendum.

B10.4 Responses to enquiries which, in the sole judgment of the Contact Person, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contact Person only to the Proponent who made the enquiry.

B10.5 The Proponent shall not be entitled to rely on any response or interpretation unless that response or interpretation is provided by the Contact Person in writing.

**B11. DISCLOSURE**

B11.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B11.2 The Persons are:

- (a) Tenants of the building.

**B12. DISCLOSURE OF KNOWN INFORMATION ABOUT THE PROPERTY OR THE BUILDING****B12.1 Environmental Assessments**

- (a) The City has not conducted any environmental investigations or environmental site assessments for the potential presence of contaminants, including without limitation soil contaminants, on the Subject City Property.

**B12.2 Asbestos Assessments**

- (a) The Building located on the Subject City Property could contain various forms of asbestos throughout.
- (b) The Building is offered on an "as-is, where is" basis, and it is the responsibility of the Proponent to conduct its own due diligence in this regard.

**B13. CONFLICT OF INTEREST AND GOOD FAITH**

B13.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B13.2 Conflict of Interest means any situation or circumstance where a Proponent has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals; or
  - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract.
- (e) has obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process; or
  - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B13.3 In connection with its Proposal, each entity identified in B13.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contact Person; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any

additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

- B13.4** Without limiting B13.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B13.5** Without limiting B13.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent;
  - (b) disqualify a Proponent that fails to comply with any requirements prescribed by the City pursuant to B13.4 to avoid or mitigate a Conflict of Interest; and
  - (c) disqualify a Proponent if the Proponent, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

## PART C - DEVELOPMENT PARAMETERS

### C1. PLANNING & LAND USE

- C1.1 According to OurWinnipeg, the Property is located in an Area of Stability. Key Direction of OurWinnipeg and Complete Communities pertaining to Areas of Stability:
- (a) Enhance the quality, diversity, completeness and sustainability of stable neighbourhoods and expand housing options for Winnipeg's changing population.
- C1.2 Select policies of Complete Communities and Recent Communities pertaining to Areas of Stability:
- (a) Support low to moderate change in low-density neighbourhoods through development and redevelopment that is complementary to the existing scale, character and built form;
  - (b) Promote the form of buildings and spaces that are sensitive to the community context and address the transition between new and existing developments;
  - (c) Promote a quality public realm with a high level of accessibility to community services and amenities and opportunities for gathering and social interaction;
  - (d) Encourage intensification to occur at centres and along corridors;
  - (e) Focus housing growth to areas that have municipal service capacity to support intensification, in addition to commercial and recreational amenities;
  - (f) Support Complete Communities by ensuring diverse and high-quality housing stock;
  - (g) In order to meet the full life-cycle of housing needs within the community, promote a mix of housing type and tenure, such as duplexes, low rise apartments, secondary suites, semi-detached homes, townhouses;
  - (h) Support a mix of commercial services and employment uses that serve the local community; and
  - (i) Support the subdivision of a parcel of land into two or more lots when it is done in a context sensitive manner.
- C1.3 Under the North St. Boniface Secondary Plan, the subject property falls within the Medium Density Residential Policy Area. The objectives of this policy area are:
- (a) To provide single-family housing options.
  - (b) To accommodate two-family and small scale multi-family housing options in a context sensitive manner.
- C1.4 The policies guiding development within the Medium Density Residential Policy Area include:
- (a) Single-family dwellings are permitted.
  - (b) Two-family residential uses may be supported if the property is adjacent to a public lane and the property is at least 30 feet wide.
  - (c) Residential multi-family uses may be supported where there is a public lane and the property is at least 30 feet wide.
  - (d) Parking areas shall not be established in the front yard of residential multi-family buildings; all parking areas shall be accessed from a public lane.
  - (e) Attached secondary suites will be encouraged for properties not adjacent to a rail line.
  - (f) Detached secondary suites will be encouraged for properties abutting a public lane and not adjacent to a rail line.
  - (g) Public, institutional, and recreational uses may be supported within the Medium Density Residential Policy Area where it is determined to be compatible with adjacent uses.
  - (h) New commercial uses shall not be established when incompatible with low to medium density residential properties.

- (i) Industrial uses shall not be permitted.
- (j) Home-based businesses may be permitted and will be evaluated on a case-by-case basis for compatibility with adjacent uses.
- (k) All development applications for residential multi-family uses that seek to reduce the parking standards shall provide an analysis of how their project will minimize its impact of on-street parking capacity within the immediate area.
- (l) The minimum lot area per dwelling unit for a multi-family residential development within the Medium Density Residential Policy Area should not be less than 800 square feet.
- (m) The maximum height for development within the Medium Density Residential Policy Area should not exceed 35 feet.

C1.5 The North St. Boniface Secondary Plan also includes objectives and policies specific to historical buildings under Section 5, *Historical Buildings and Places*. The policy most pertinent to the subject application includes:

- (a) 5.2.2 The adaptive re-use of existing buildings on the City of Winnipeg's Commemorative List and List of Historic Resources will be encouraged.

C1.6 Per Section 3.7 of the North St. Boniface Secondary Plan all development, redevelopment, expansion, demolition, signage or exterior alteration visible from public rights-of-way is subject to urban design review and must be approved by the Riel Community Committee or the Director prior to commencement.

C1.7 For information regarding land use, please contact Elise Finnigan, Planner at 204-986-8602.

## **C2. ZONING**

C2.1 The Subject City Property is currently zoned "RMF-M".

C2.2 The Proponent will be required, at its sole cost, to apply for and receive Council approval in the event that its proposed development for the Subject City Property is not a defined use within the RMF-M zoning category.

C2.3 The Proponent is advised that zoning variances may be required depending on the Proponent's intended use of the Subject City Property.

C2.4 Any interested party should contact the Zoning and Permits Branch at 204-986-5140 to ensure that their intended development falls within the current zoning category. Any re-zoning, conditional use or variance will be at the Proponent's sole cost and expense. The Property is being sold on an "as is, where is" basis.

## **C3. SERVICES**

C3.1 The information supplied below is to be considered as a guideline. It is the responsibility of the Proponent to satisfy itself that sufficient services are available to utilize the Subject City Property for their intended use.

### **C3.2 Watermain & Wastewater Sewer**

- (a) Any proposed development outside of the RMF-M Zoning category may have different servicing requirements. The Proponent is responsible, at its sole cost, to satisfy itself of the potential servicing requirements for its intended development and then be responsible to implement the servicing requirements to the satisfaction of the Director of the City's Water and Waste Department.
- (b) For detailed information on specific servicing requirements contact: Mr. Marek Gajda, Water and Waste Department at 204-986-7626.

### **C3.3 Electrical and Gas**



- (a) For additional detailed information on specific servicing requirements contact Manitoba Hydro.

## **PART D - INSTRUCTIONS TO PROPONENTS, GENERAL CONDITIONS, AND EVALUATION OF PROPOSALS**

### **MATERIAL INFORMATION TO BE SUPPLIED BY PROPONENTS**

#### **D1. PROPOSAL SUBMISSION INFORMATION**

D1.1 The Proposal Submission should include:

- (a) Form A: Proposal;
- (b) The name of the organization and names of all Principals associated with the proposal;
- (c) A list and description of successful projects carried out by the Proponent, if any;
- (d) Description of key staff/team member roles to be involved in the Proponent's project, their associated professional qualifications, and prior related experience;
- (e) Contact (s) concerning previous projects;
- (f) Financial information about the Proponent;
- (g) Any other information which the Proponent considers pertinent to its proposal; and

D1.2 Details of the Proposed Purchase of the Property shall include:

- (a) The offering price (sale), financial terms, conditions, if any, related to the development of the Subject City Property, a detailed plan outlining the proposed development and / or business operation, an outline of the development timing, and any other relevant terms or assumptions.

#### **D2. GENERAL CONDITIONS OF RFP**

##### **Proposal Documents**

D2.1 Proposals should be clearly marked as follows:

Request for Proposal 254-2020  
Sale of City-owned Property Located at 700 St. Jean Baptiste

D2.2 Proposals shall be submitted electronically through MERX at [www.merx.com](http://www.merx.com)

D2.2.1 Proposals will **only** be accepted electronically through MERX.

D2.3 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

D2.4 The City may at any time prior to the submission deadline, issue addenda correcting errors, discrepancies or omissions in the RFP, or clarifying the meaning or intent of any provisions therein.

(a) Addenda will be available on the MERX website at:

<http://www.merx.com>

(b) The Proponent is responsible for ensuring that it has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the submission deadline, as may be amended by addendum.

#### **D2.5 Proposals on all or part of the Lands**

(a) The City will only consider proposals which intend to purchase the Subject City Property referred to herein.

#### **D3. EVALUATION OF PROPOSALS**

##### **D3.1 Right to Reject**

D3.1.1 The City reserves the right to reject all or any Proposal(s).

### **D3.2 Caveat Emptor**

D3.2.1 The City makes no representations or warranty with respect to the quality, condition or sufficiency of the Subject City Property.

D3.2.2 The City has not conducted a legal survey of the Subject City Property to determine the nature and extent of any structure thereon or to determine if there are any encroachments from adjoining lands.

D3.2.3 The Subject City Property will be sold or leased on an “as is, where is” basis, subject to the conditions as outlined within this RFP. It is the responsibility of the Proponent to conduct its own due diligence in this regard.

### **D3.3 Evaluation**

D3.3.1 The City shall evaluate each proposal on its own merit and price alone may not be the sole determining factor that the City considers in the evaluation of each and every proposal.

D3.3.2 Purchase price, anticipated municipal tax revenue, overall development layout, building design and quality, and proposed use of the land and buildings will all be critical factors within the evaluation.

D3.3.3 Evaluation of Proposal shall be based on the following criteria:

- (a) Total offering price, financial terms, and potential tax revenue generated by the proposed development (30%);
- (b) Detailed plan outlining the proposed development, including timeframe to complete (20%);
- (c) Experience and/or history of successful projects and endeavors carried out by the Proponent (20%);
- (d) Proposed Development being in alignment with Our Winnipeg Plan By-Law No. 67/2010 and the North St. Boniface Secondary Plan 30/2017(20%);
- (e) Adaptive re-use of commemorative and historical building. (10%).

D3.3.4 Details of OurWinnipeg Plan By-law can be found at:

<https://www.winnipeg.ca/interhom/CityHall/OurWinnipeg/pdf/OurWinnipeg.pdf>

Details of the North St. Boniface Secondary Plan By-law can be found at:

<http://clkapps.winnipeg.ca/DMIS/bylaw.asp?id=30-2017O>

### **D3.4 Phase I – RFP Evaluation**

D3.4.1 The Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal. The City will only negotiate with the Proponents submitting, in the City’s opinion, the most advantageous and thorough proposal.

D3.4.2 The Planning, Property and Development Department (herein called the Department) will review all Proposals on the basis of financial, operational and strategic merit to the City.

D3.4.3 If, after this Phase I review, the Department deems the Proposals to be unacceptable, the Proponents will be notified and no further discussions will be held.

D3.4.4 Upon completion of the Phase I review, the Department will short list those Proposals that are worthy of additional discussions and proceed to the Phase II of the evaluation process.

### **D3.5 Phase II – Detailed Proposal Solicitation and Evaluation**

D3.5.1 The Department will notify all Proponents of their status within the short listing process, and will invite the short listed Proponents to submit additional or clarifying details, regarding their Proposal(s).

**D3.6 Phase III – Negotiations**

- D3.6.1 The Department will enter into detailed negotiations with one or more short listed Proponents which it believes have the most merit. The recommended proposal(s) will be finalized for submission to and consideration by the Standing Policy Committee on Property and Development and/or the Council of the City of Winnipeg.
- D3.6.2 The Proponent with the successful proposal will be required to enter into a purchase and sale agreement or other agreement(s) with the City outlining the terms and conditions of their proposal and any other terms and conditions deemed necessary by the Council or the City Solicitor/Director of Legal Services to protect the interests of the City.

**D3.7 No Contract**

- D3.7.1 The RFP is an inquiry only. By responding to this RFP and participating in the process as outlined in this document, Proponents expressly understand and agree that no contract of any sort is implied or formed under, or arises from this RFP and that no legal obligations between parties has, or will be, pre-determined.
- D3.7.2 The City will have no obligation to enter into negotiations or a contract with any Proponent as a result of this RFP.

**D3.8 Confidentiality**

- D3.8.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contact Person. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
  - (b) becomes publicly known other than through the Proponent; or
  - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- D3.8.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the RFP to the media or any member of the public without the prior written authorization of the Director of the Planning, Property and Development Department.
- D3.8.3 Disclosure of a successful Proposal by a Proponent is the sole responsibility of the Council of the City of Winnipeg, or its Designated Authority. The City may be obligated to disclose the final purchase price after closing date of the sale of the Subject City Property.

**D4. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

- D4.1 Proposals will not be opened publicly.
- D4.2 After award of Contract, the name of the successful Proponent and their address(es) will be available on the MERX website at [www.merx.com](http://www.merx.com)
- D4.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- D4.4 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- D4.5 Following the award of the Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contact Person.

**D5. CONTACT PERSON**

Julian Roberts, Senior Negotiator

Phone (204) 986-4456

Email: [jroberts@winnipeg.ca](mailto:jroberts@winnipeg.ca)

## **PART E - APPENDICES**

### **GENERAL**

#### **E1. LIST OF APPENDICES**

E1.1 The following Appendices are provided for the convenience of the Proponent only:

- |                |                      |
|----------------|----------------------|
| (a) Appendix A | Misc. Plan No. 15443 |
| (b) Appendix B | Property Photos      |