



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 72-2021

**LEASE OF CITY-OWNED PROPERTY LOCATED AT 50 PROVENCHER
BOULEVARD**

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal

PART B - BACKGROUND AND GENERAL INFORMATION

B1. Contract Title	1
B2. Submission Deadline	1
B3. Introduction	1
B4. Location	1
B5. Council Directive	1
B6. Property Information	1
B7. Building Information	1
B8. Property Showings	2
B9. Enquiries	2
B10. Errors and Discrepancies	2
B11. Disclosure	2
B12. Conflict of Interest and Good Faith	3

PART C - DEVELOPMENT PARAMETERS

C1. Development Plan / OurWinnipeg	1
C2. Zoning	1
C3. Services	1

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

Material Information to be Supplied by Proponents

D1. Proposal Submission Information	1
D2. General Conditions of RFP	1
D3. Evaluation of Proposals	2
D4. Opening of Proposals and Release of Information	3
D5. Contact Person	3

PART E - APPENDICES

General

E1. List of Appendices	1
------------------------	---

PART B - BACKGROUND AND GENERAL INFORMATION

B1. CONTRACT TITLE

B1.1 LEASE OF CITY-OWNED PROPERTY LOCATED AT 50 PROVENCHER BOULEVARD

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, **April 16, 2021** and in accordance with the details provided in **PART D** - Instructions to Proponents, General Conditions and Evaluation of Proposals.

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 proposed lease of 50 Provencher Boulevard (herein called the "Subject City Property").

B3.2 The Subject City Property is currently developed as a restaurant space; however, the City encourages bid submissions for any potential use (seasonal or year-round).

B3.2.1 Based on the necessary time to market the RFP, obtain Council approval, and enter into a lease, it is anticipated that a seasonal lease proposal may not have the opportunity to open in 2021.

B4. LOCATION

B4.1 The Subject City Property is located on the south side of the Esplanade Riel Pedestrian Bridge, to the east of The Forks, and identified as "SUBJECT CITY PROPERTY, Area: 372± m² (4,000± ft²) on Misc. Plan 12675/4 attached as Schedule "A".

B5. COUNCIL DIRECTIVE

B5.1 Acceptance of Proposals may be subject to approval by City Council, or its delegated authority.

B6. PROPERTY INFORMATION

B6.1 The Subject City Property is located on the Esplanade Riel Pedestrian Bridge and was constructed in 2005.

B6.2 The Subject City Property has formerly been occupied by restaurant operators and is currently comprised of a commercial kitchen and restaurant seating area, along with supplementary operational spaces.

B7. BUILDING INFORMATION

B7.1 The Subject City Property is being offered for lease and is comprised of a commercial building (herein called the "Building"). The Building consists of:

B7.2 Building details are as follows:

(a) Size: 4,000 sq. ft.+/- sq. ft.

B7.3 Proponents are to indicate in their proposals that the proposed lease terms would include responsibility for property taxes and operating costs of the building, or indicate whether the proponent requests support from the City.

Estimated property taxes: \$15,000 per annum

Estimated historical annual operating costs include, but are not limited to:

- (a) Electrical: \$38,500 per annum
- (b) Water: \$2,500 per annum
- (c) Waste and Recycling: Not Available
- (d) Repairs and Maintenance: \$10,000 per annum

Note: Proponents are encouraged to complete their own due diligence to estimate operating costs for their respective use and operations.

B8. PROPERTY SHOWINGS

- B8.1 Proponents are encouraged to view the video tour of the Subject City Property:
https://youtu.be/qQXXaphGZ_o
- B8.2 In-person showings of the Subject City Property will 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 the showing appointment.

B9. ENQUIRIES

- B9.1 All enquiries shall be directed to the Contact Person identified in D5.
- B9.2 Any enquiries concerning submitting through 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) N/A

B12. CONFLICT OF INTEREST AND GOOD FAITH

B12.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B12.2 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.

B12.3 In connection with its Proposal, each entity identified in B12.2 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.

B12.4 Without limiting B12.3, 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.

B12.5 Without limiting B12.3, 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 B12.4 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.

B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

PART C - DEVELOPMENT PARAMETERS

C1. DEVELOPMENT PLAN / OURWINNIPEG

- C1.1 On July 21, 2010, City Council adopted the OurWinnipeg Plan By-Law No. 67/2010 ("OurWinnipeg").
- C1.2 OurWinnipeg is the official development plan, guiding growth and change as the 25-year vision for the entire City.
- C1.3 Proponents are encouraged to include reference to OurWinnipeg in their Proposals,
- C1.4 Below are a few examples of the OurWinnipeg Plan that may be applicable to the subject City-owned property:

01-03 Prosperity Direction 4:

- Collaborate with all public, private and community economic development agencies to advance economic advantages.
- Support a thriving and vibrant Downtown as a citywide destination and Winnipeg's window to the world.

- C1.5 Details of the OurWinnipeg Plan by-law can be found at:

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

- C1.6 For information regarding land use, please contact Andrew Ross, Planner at 204-986-5235.

C2. ZONING

- C2.1 Proponents should contact the Zoning and Permits Branch at 204-986-5140 to ensure that their Proposal falls within the current zoning category. Any re-zoning, conditional use or variance will be at the Proponent's sole cost and expense.

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) The Subject City Property is serviced by existing lot line connections.
- (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) The Subject City Property is serviced by standard electrical and gas services.
- (b) 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 following shall be required:

- (a) Form A: Proposal;
- (b) The name of the organization and names of all Principals associated with the proposal;
- (c) Description of key staff/team member roles to be involved in the Proponent's project, their associated professional qualifications, and prior related experience;
- (d) A list and description of successful projects or endeavors carried out by the Proponent, if any;
- (e) Detailed information regarding the proposed use of the Subject City Property (ie: continued operation as a restaurant, or other);
- (f) A summary of any proposed improvements to the Subject City Property (ie: construction / modification of the interior building, etc.);
- (g) Material financial information about the Proponent and evidence of available funding to complete the Proposal;
- (h) A list of any existing chattels that are to be included; and
- (i) Any other information which the Proponent considers pertinent to its proposal.

D1.2 Details of the proposed lease of the Subject City Property shall include:

- (a) The offering price (lease rate), 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 72-2021
Sale of City-owned Property Located at 50 Provencher Boulevard

D2.2 Proposals shall be submitted electronically through MERX at 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 lease 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 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 Evaluation of Proposal shall be based on the following criteria:
 - (a) Lease Terms: Rent, Taxes, Term, Renewals, Commencement Date, Operating Costs, Fixturing Period, Other (40%);
 - (b) Detailed plan outlining any proposed development / improvements, including any anticipated construction costs and the timeframe to complete (15%);
 - (c) Business Plan (20%);
 - (d) Promotion of economic development and/or tourism which offers public access to the building and/or bilingual service (15%); and
 - (e) Experience and/or history of successful projects and endeavors carried out by the Proponent (10%).

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 lease 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 price and/or any other terms after closing date of the lease 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
- 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

RFP No. 72-2021

Template Version: eRealEstateServices-RFP20210101

Bridget Peterson
Property Administrator

Phone: (204) 986-8389

Email: bpeterson@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. 12675/4