



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 756-2020

**SALE OR JOINT VENTURE OF A PORTION OF CITY-OWNED PROPERTY
LOCATED AT 4540 PORTAGE AVENUE**

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PART B - BACKGROUND AND GENERAL INFORMATION

B1. CONTRACT TITLE

B1.1 SALE OR JOINT VENTURE OF A PORTION OF CITY-OWNED PROPERTY LOCATED AT 4540 PORTAGE AVENUE

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 or joint venture of a portion of 4540 Portage Avenue (herein called the "Subject Property").

B3.2 The Property located at 4540 Portage Avenue as shown on the attached Misc. Plan 14454/3 is a larger land holding owned by the City, which includes the John Blumberg Golf course and the John Blumberg Soccer Fields. A Plan of Subdivision and a Development Application for Plan of Subdivision and Rezoning will be required to create the Subject Property as a separate land parcel. Misc. Plan No. 14454/4 shows the boundaries required for the subdivision to create Lots 1 and Lot 2. Lot 1 is the Subject Property, Lot 2, will be retained by the City. These Misc. Plans are attached as "Appendix A and A1" respectively.

B3.3 Notwithstanding anything contained herein, the Subject 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 Property. Any Proponent or interested party is required to satisfy themselves as to the suitability of the Subject Property for their purposes and conduct their own due diligence. The City provides no representations or warranties related to the Subject Property of any kind whatsoever.

B4. LOCATION

B4.1 The Subject Property is located in the RM of Headingley, in close proximity to the City of Winnipeg, at approximately 1.7 kilometers from the City of Winnipeg's west boundary and 15.5 kilometers from the City of Winnipeg's Central Business District. The Subject Property at 4540 Portage Avenue is bounded by the Assiniboine River to the south, and fronts onto Portage Avenue to the north. The Subject Property is shown as "**SUBJECT CITY PROPERTY – Area 80.6± hectares (199± acres)**" on Misc. Plan No. 14454/3, attached as "Appendix A".

B5. COUNCIL DIRECTIVE

B5.1 On May 29, 2013, Council declared the Subject Property surplus to the City's requirements and that any proposed disposition of the Subject Property be referred back to Council for its consideration in accordance with Section 205(2) of The City of Winnipeg Charter.

B6. PROPERTY INFORMATION

B6.1 The Subject Property is part of a larger land holding owned by the City.

B6.2 Property details are as follows:

(a) Site Size:

- i) Lot 1 – Subject City Property – John Blumberg Golf Course (To be Sold by the City) – 80.6± hectares (199± acres);
- ii) Proposed Right-of-Way – 0.9± hectares (2.3± acres).
- (b) Current Zoning: PR – Parks Open Space Recreation zoning designation (see Appendix C)
- (c) Assessment: Part of Roll 103900.000
- (d) Legal Description: Please see Appendix B.
- (e) Certificate of Title(s): 2007819 – There are no active caveats registered against the title.

B6.3 The Proponent will accept title to the Property subject to all exceptions, reservations and encumbrances expressed or implied.

B7. BUILDING INFORMATION

B7.1 The Subject Property contains a clubhouse and restaurant building, built in 1968. The building has an interior gross floor building area of approximately 7,573 sq. ft. and is in good to above average condition. There is a reception area, small sales area, restaurant kitchen and washrooms. In addition, there is a large parking area adjacent to the building. (Please see Appendix F for available building plans).

B7.2 Four maintenance buildings are included in the offer, these being:

- (a) 2,400 square foot heavy steel warehouse built in 1968;
- (b) 1,938 square foot concrete block warehouse built in 1968;
- (c) 576 square foot frame warehouse built in 1976; and
- (d) 512 square foot frame warehouse built in 1969.

B7.3 In addition to the buildings, there is an irrigation system in place which pumps river water to all 27 holes of the existing golf course.

B7.4 Current Use

- a) The property and buildings at 4540 Portage Avenue are currently utilized as a golf course operation and are under a management agreement which expires on March 31, 2020, with a provision for 3 one-year extensions.

B8. PROPERTY SHOWINGS

B8.1 Due to current Province of Manitoba COVID restrictions, no open houses will be scheduled. Proponents are advised they may be permitted to view the premises by contacting the Contact Person named in D5, and inspections will be done by appointment only and according to Provincial COVID guidelines.

B8.1.1 Proponents are encouraged to view the interior and exterior property photos attached as Appendix H.

B8.1.2 Proponents are encouraged to view the property video tour:

<https://www.dropbox.com/s/9u5ib59b0ydsq1b/Blumberg%20virtual%20tour.mp4?dl=0>

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) N/A

B12. DISCLOSURE OF KNOWN INFORMATION ABOUT THE PROPERTY OR THE BUILDING

B12.1 Environmental Assessments

- (a) The City has not conducted any environmental site assessments for the potential presence of contaminants, including without limitation soil contaminants, on the Subject Property.
- (b) A review of the Contaminated Sites Registry maintained by the Department of Conservation – Province of Manitoba, file no. 20824 refers to the presence of an underground storage tank which was removed in 2009. No other known issues exist with the site. Should further details be required, a qualified environmental professional should be consulted.

B12.2 Asbestos Assessments

- (a) The City has conducted an Asbestos Inventory Assessment for the Subject Property, and has enclosed the most recent report as Appendix E.
- (b) The Buildings are 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 Rural Municipality of Headingley Development Plan 2014

The RM of Headingley's official development plan, *By-law No. 6-2014* provides fundamental planning policies that apply to the development of lands and their growth vision for the entire Municipality (By-law No. 6-2014). The plan designates the area in which the Subject Property is located as a "*Neighbourhood*" overall land-use area, with the portion of land fronting Portage Avenue designated as "*General Business*" within the Overall Land Use Plan (Appendix D).

- a) This designation within the development plan identifies areas to promote, protect and enhance existing neighbourhoods through the accommodation of a mix of residential and community service developments.
- b) In addition, the area offers a subordinate role to provide local commercial use and other compatible land uses subject to meeting design and development criteria.
- c) The General Business designation provides general and highway commercial developments that serve local and non-local residents, such as general retail stores, professional office, household repair stations, service stations, hotels and motels and various support services. These developments support other uses such as business technology centres, mixed-use commercial/residential developments and forms of agri-commercial and agri-business.

C1.2 Proponents should review the RM of Headingley Development Plan By-law No. 6-2014 and indicate how the Subject Property would be utilized or redeveloped for an intended use, in line with the aforementioned development strategies.

C1.3 For information regarding planning, zoning and land use, please contact Ray Muller, RM of Headingley at 204-837-5766 or rmuller@rmofheadingley.ca.

C2. CURRENT ZONING

C2.1 The Subject Property is currently zoned PR – Parks – Open Space Recreational (see Appendix C).

C2.2 A subdivision and re-zoning of the Subject Property will be required. Additional details are provided in Section C4.

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

The City advises that there are existing water/sewer services to the existing building on the Subject Property. Please view the following link for further information regarding sewer and water services within the RM of Headingley:

<http://www.rmofheadingley.ca/p/sewer-water>

C3.3 Electrical and Gas

- (a) Supplied to the existing building on the Subject Property.
- (b) For additional detailed information on specific servicing requirements contact Manitoba Hydro.

C4. SUBDIVISION, REZONING AND RIGHT-OF-WAY OPENING

- C4.1 A Plan of Subdivision and Rezoning will be required at the Proponents sole cost and expense to:
- Do all things as are necessary, including, but not limited to, submitting or cause to have submitted a Development Application and cause to have prepared a Plan of Subdivision to facilitate the creation of Lots 1 and 2 as shown on Misc. Plan No. 14454/4.
- a) Lot 1 is the Subject Property, to be sold.
 - b) Lot 2, will be retained by the City of Winnipeg;
- C4.2 Due to the split zoning that the subdivision will create, Proponents are required to rezone the Subject Property to have a zoning district that is consistent with their proposed use.
- C4.3 The RM of Headingley will require a dedication of significant public reserve along the river to accommodate a riverfront drive, active transportation corridor, and park area, from the eastern limit of the sportsplex lands to the western limit. Please contact Ray Muller at 204-837-5766 for further details.
- C4.4 Any residential development proposal would be considered in relation to the 5% growth rate limitation contained in the Development Plan and existing and proposed subdivisions being considered by the municipality.
- C4.5 The Developer would be required to construct a service road along the frontage, as no accesses would be permitted onto Portage Avenue.
- C4.6 The Proponent is advised that zoning variances may be required depending on the Proponent's intended use of the Subject Property.
- C4.7 Any interested party should contact the RM of Headingley, Development Officer Ray Muller, at 204-837-5766 to ensure that their intended use and / or development falls within the required zoning category.
- C4.8 Rezoning, and any 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.
- C4.9 A Right-of-Way Opening will be required to legally open the private road at the Blumberg intersection, at the Proponents sole cost and expense to:
- Do all things as are necessary to facilitate creation of the required Public Right of Way (ROW) as shown on Misc. Plan No. 14454/4, Appendix A1.
- a) The placement, width and construction of this public Right-of-Way shall be to the satisfaction of Manitoba Infrastructure and the RM of Headingley.
- C4.10 Both the Opening for the Proposed Right-of-Way and the Subdivision / Re-Zoning may be submitted to the RM of Headingley through a Development Application and Re-zoning Form (Appendix G).

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 and Redevelopment of the Property shall include:

- (a) The offering price (sale), letter from Realtor detailing any commission payable on the offer, financial terms, conditions, if any, related to the development of the Subject Property, a detailed plan outlining the proposed development and / or business operation, potential involvement with community groups / non-profit organizations, 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 756-2020
Sale or Joint Venture of City-Owned Property Located at 4540 Portage Avenue

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

The City will consider proposals for a joint venture or which intend to purchase and / or develop:

- a) The Subject Property as shown in Misc. Plan No. 14454/3, Appendix A;

The City will consider proposals for reasonable commission payable on the Offer to Purchase. Should the Purchaser choose to submit an Offer to Purchase through a Registered Real Estate

Broker, the City of Winnipeg will recognize the participation of Real Estate Brokers. The Purchaser shall attach a Schedule "B" to the Request for Proposal advising that the Offer is being submitted through a Real Estate Agent and indicate the expected real estate commission payable. The Purchaser acknowledges that the commission payable will be taken into consideration by the City of Winnipeg when evaluating the Offers received.

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 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 and financial terms offer for the proposed development (40%);
- (b) Alignment to the RM of Headingley Development Plan; including but not limited to a provision for a future green parkway along the riverbank (10 %);
- (c) Experience and/or history of successful projects and endeavors carried out by the Proponent (30%);
- (d) Source of proposal funding and financial wherewithal of the Proponent (20%).

D3.3.4 Contact for the RM of Headingley is:

Chris Fulsher (CAO)
Phone: 204-837-5766
Email: cfulsher@rmofheadingley.ca

D3.3.5 Details of the Headingley Development Plan (by-law 6–2014) can be found at:

<http://www.rmofheadingley.ca/p/development-plan-2014-1>

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).

D3.5.2 In the event a Proponent requires access to the Subject Property to perform due diligence (e.g. geotechnical study or environmental assessment), the Proponent will be required to sign a Release of Liability and Permit and/or Consent to Enter to Construct Agreement.

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

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

Leah Furedi, Senior Negotiator

Phone: (204) 986-4127
Email: lfuredi@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. 14454/3 |
| (b) Appendix A1 | Misc. Plan No. 14454/4 |
| (c) Appendix B | Legal Description |
| (d) Appendix C | Map – Zoning |
| (e) Appendix D | Overall Land Use Plan |
| (f) Appendix E | Asbestos Inventory Control – 4540 Portage Avenue |
| (g) Appendix F | Buildings Main Floor Plans |
| (h) Appendix G | Rural Municipality of Headingley Re-Zoning Application |
| (i) Appendix H | Property Photos |
| (j) Appendix I | Phases of RFP |