



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 84-2024**

**SALE OF CITY-OWNED PROPERTY LOCATED AT THE NORTHWEST CORNER OF  
THE PERIMETER HIGHWAY AND WYPER ROAD**

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

### **B1. CONTRACT TITLE**

B1.1 SALE OF CITY-OWNED PROPERTY LOCATED AT THE NORTHWEST CORNER OF THE PERIMETER HIGHWAY AND WYPER ROAD

### **B2. SUBMISSION DEADLINE**

B2.1 The Submission Deadline is 12:00 pm Winnipeg time, March 1, 2024 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 of the property located at the northwest corner of the Perimeter Highway and Wyper Road (herein called the "Subject City Property").

B3.2 The City of Winnipeg considers the Subject City Property to be a Transformational Employment Opportunity Site ("TEOS"). A TEOS refers to a unique and highly impactful type of economic development initiative that occurs infrequently, typically once in a generation. These opportunities are highly strategic, economically significant, and an efficiently executed approach to economic development, marked by considerable government investment, high performance in key metrics, and alignment with expert insights on land utilization.

B3.3 The City of Winnipeg seeks a major employer to develop the Subject City Property with a compact and efficient operation that creates significant employment opportunities. Complete Communities Direction Strategy 2.0 provides additional direction with respect to the development of vacant property.

B3.4 The Subject City Property is presently zoned for an agricultural use. Subject to a successful evaluation and award, the Public Service will recommend to City Council that the Subject City Property be rezoned to an industrial classification. The rezoning process may require other applications or processes to carry out the intent of the RFP.

B3.5 It is acknowledged that the Subject City Property does not include a full range of municipal services and development of the Subject City Property will require the Proponent's contribution toward servicing costs. Details of the Proponent's servicing requirements are required to properly analyse and evaluate RFP responses.

B3.6 The sale and development of the Subject City Property will be conditional upon a number of factors. If a contract is entered into with a proponent (subsequent to award as this RFP is non-binding), performance standards will be enforced. Failure to meet performance standards could result in penalties or forfeiture of property. A non-refundable deposit will be required prior to award to ensure that only serious responses are recommended to the award authority.

B3.7 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 at the northwest corner of the Perimeter Highway and Wyper Road, fronting on both roadways. Misc. Plan 7912/18, attached as "Appendix A", identifies the Subject City Property.

**B5. COUNCIL DIRECTIVE**

B5.1 On January 25, 2024, the Subject City Property located at the northwest corner of the Perimeter Highway and Wyper Road was declared surplus to the City's needs.

**B6. PROPERTY INFORMATION**

B6.1 The Subject City Property is part of a larger City holding that includes the West End Sewage Treatment Plant and the Winnipeg Police Service shooting range. The Subject City Property excludes both of those facilities and is vacant agricultural land, the majority of which is under lease to a local farmer. The irregular shape of the Subject City Property is also due to a possible snow dump site which will be located northeast of the Subject City Property.

B6.2 The Subject City Property was recently appraised under a variety of scenarios, indicating a market value of anywhere between \$7,000,000 to \$70,000,000. As noted in the Introduction, the City of Winnipeg intends to maximize the value of its asset, through a high sale price and significant jobs per acre.

B6.3 Property details are as follows:

- (a) Site Size: approximately 464 acres, a detailed survey has not been completed
- (b) Building Size: none, the Subject City Property is vacant land which is partially cultivated
- (c) Current Zoning: "A" – Agricultural, significant job creation will require the land to be rezoned
- (d) Assessment: Roll: part of #01005856400
- (e) Legal Description: All that portion of:

*Firstly:* OTM LOTS 71 TO 79, BOTH INCLUSIVE, PARISH OF ST. CHARLES

*Secondly:* LOTS 1 TO 19, BOTH INCLUSIVE, BLOCK 1 PLAN 1611 WLTO

*Thirdly:* STANMER STREET PLAN 1611 WLTO (CLOSED BY INSTRUMENT F67772)

*Fourthly:* LOTS 1 TO 19, BOTH INCLUSIVE, BLOCK 2 PLAN 1611 WLTO

*And Fifthly:* OTM LOT 82 AND 83 OF ST CHARLES

*As shown hatched and identified as "SUBJECT CITY PROPERTY Area: 464± on a drawing on file in the City's Planning, Property and Development Department as Misc. Plan No. 7912/18*

- (f) Certificate of Title: part of Certificate of Title 3163746/1

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

- (a) Caveat 4258368/1
- (b) A proposed easement with Manitoba Hydro outlined in Appendix B.

**B7. BUILDING INFORMATION**

B7.1 The Subject City Property is vacant land (any City-owned structures will be removed).

**B8. PROPERTY PHOTOS**

B8.1 Proponents are encouraged to view the photos attached as Appendix C.

B8.2 Proponents are advised that a property tour will not be provided by the City of Winnipeg. The Subject City Property is vacant land which can be viewed from Wyper Road. No direct access or approach is available to the Subject City Property.

**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. 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.

**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 their 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 their 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 their 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 their 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 their 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 their 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.

**B13.6** The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in their sole discretion.

## **PART C - DEVELOPMENT PARAMETERS**

### **C1. PLANNING & LAND USE**

- C1.1 On May 26, 2022, City Council adopted OurWinnipeg 2045 By-law No. 120/2020("OurWinnipeg"). OurWinnipeg is the City's long-range development plan which sets a vision for the next 25 years. The Complete Communities Direction Strategy 2.0 ("CCDS 2.0") is a citywide secondary plan that guides growth, development, and land use in the City. Proponents are encouraged to include reference to OurWinnipeg and CCDS 2.0 in their Proposals. The Subject City Property is currently designated as Rural and Agricultural and identified as a Greenfield Supply Area. It is the intention of the Public Service to apply for an OurWinnipeg 2045 and CCDS 2.0 amendment that will convert the Subject City Property into Employment Lands.
- C1.2 Details of OurWinnipeg 2045 By-law 120/2020, and the CCDS 2.0 By-law 119/2020 can be found at:
- [OurWinnipeg 2045 By-law 12/2020](#)
- [CCDS 2.0 By-law 119/2020](#)
- C1.3 For additional information regarding land use, please contact James Platt, Planner at 204-986-6918.

### **C2. ZONING**

- C2.1 The Subject City Property is currently zoned "A" - Agricultural.
- C2.2 It is the intention of the Public Service to apply for a rezoning of the Subject City Property, and have the Subject City Property transition to an industrial classification.
- C2.3 The Proponent is advised that zoning variances may be required depending on the Proponent's intended use of the Subject City Property.

### **C3. SERVICES**

- C3.1 Due to the size of the Subject City Property and the potential scale of the associated development, servicing information will not be provided. Proponents are expected to outline their servicing needs for the Subject City Property.
- C3.2 **Water & Wastewater Servicing**
- (a) The Proponent is responsible, at their sole cost, to satisfy itself of the potential servicing requirements for their 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) The Subject City Property is located adjacent to the West End Sewage Treatment Plant (WEWPCC)
  - (c) Regional and local water services are unavailable in the immediate area. Extending water services may cost in excess of \$20,000,000.
  - (d) Regional wastewater services are available, subject to proposed wastewater flows and parameters.
  - (e) Local wastewater services are unavailable in the immediate area. Extending sewer services to regional facilities is at the expense of the developer.
  - (f) For detailed information on specific servicing requirements contact: [WWD-LandDevelopmentRequests@winnipeg.ca](mailto:WWD-LandDevelopmentRequests@winnipeg.ca).
- C3.3 **Electrical & 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 (phone number and email address);
- (f) Financial information about the Proponent;
- (g) How the Proponent intends to deliver a compact and efficient employment operation;
- (h) A detailed summary of the Proponent's servicing needs;
- (i) Any other information which the Proponent considers pertinent to their Proposal; and

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

- (a) The offering price (sale) , financial terms, conditions (if any), a detailed plan outlining the proposed development and / or business operation, an outline of the 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 84-2024  
Sale of City-owned Property Located at the northwest corner of the Perimeter Highway  
and Wyper Road

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 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 their own due diligence in this regard.

#### **D3.3 Evaluation**

D3.3.1 The City shall evaluate each Proposal on their 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 including contribution toward site servicing, and potential tax revenue generated by the proposed development (20%);
- (b) Evidence of significant funding from the Province of Manitoba and/or Federal Government (10%);
- (c) Full description of the proposed development, including servicing requirements for water, sewer, transportation and electricity (20%);
- (d) Estimated number of jobs created per acre and number of jobs created per year until full build out (25%);
- (e) Experience and/or history of successful projects and endeavors carried out by the Proponent (10%);
- (f) Proposed Development being in alignment with Complete Communities Direction Strategy 2.0, Section B1 Goals 4.9 & 4.10. Section E1 Goals 4.5 & 4.6 and the Winnipeg Climate Action Plan (15%).

#### **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 the Proponents which it believes has the most merit. The Proponent 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 City Solicitor/Director of Legal Services to Protect the interests of the City.
- D3.6.2 A non-refundable deposit will be required prior to negotiating a Contract. The purchase and sale agreement will include provisions to protect the City's interest and ensure the intent of the RFP response is carried out (e.g. reversionary interest in favour of the City).
- D3.6.3 All matters of negotiations must be finalized and the purchase and sale agreement signed by the Proponents(s) before the recommended proposal is presented to the City's Chief Administrative Officer for consideration and final approval.

### **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 their 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 their submission upon written request to the Contact Person.

**D5. CONTACT PERSON**

Gord Chappell, Real Estate Administrator  
City of Winnipeg  
Planning, Property and Development Department  
Phone (204) 986-7514  
Email: [gchappell@winnipeg.ca](mailto:gchappell@winnipeg.ca)

## **PART E - APPENDICES**

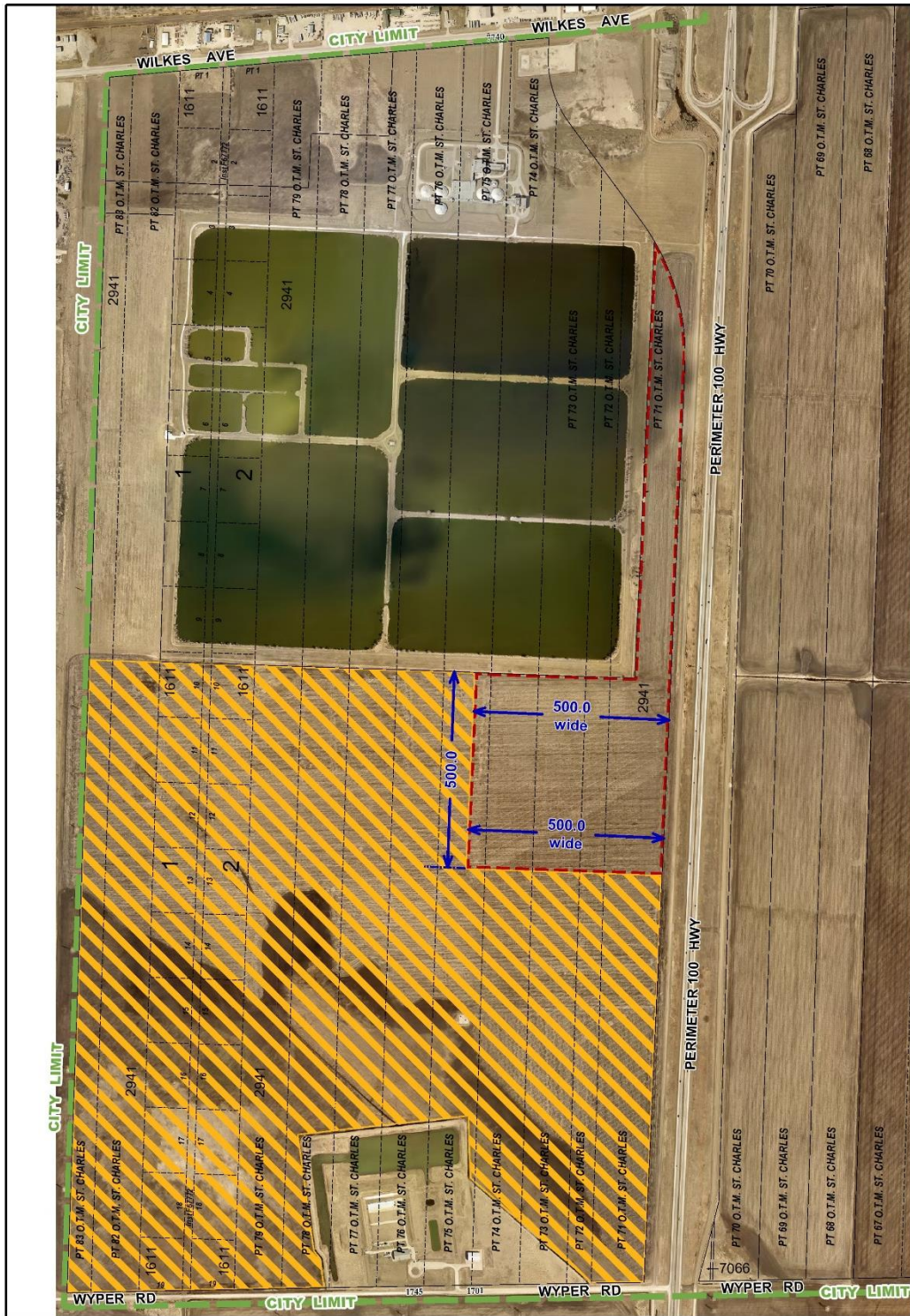
### **GENERAL**

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

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

- |                |                                  |
|----------------|----------------------------------|
| (a) Appendix A | Misc. Plan No. 7912/18           |
| (b) Appendix B | Proposed Manitoba Hydro Easement |
| (c) Appendix C | Property Photos                  |
| (d) Appendix D | RFP Phases                       |

APPENDIX A: MISC. PLAN 7912/18 – “SUBJECT CITY PROPERTY”



**SUBJECT CITY PROPERTY**  
Area: 464± acres

Date: 2023-JUL-19  
District: ASBA  
File: Not Available  
Scale: 1:12000  
Requested by: GC  
Drawn by: IP  
Reference Dwg No.:  
Misc. Plan No. 7912/16



**AERIAL  
(2021)  
METRIC**

NOTE: Information displayed hereon has been compiled or computed from a variety of sources and should be used as a general guide only. No warranty is expressed or implied regarding the accuracy of such information.

**CITY OF WINNIPEG  
PLANNING, PROPERTY AND DEVELOPMENT  
DEPARTMENT  
LAND INFORMATION SERVICES**

**MISC. PLAN NO. 7912/18**

APPENDIX B: PROPOSED MANITOBA HYDRO EASEMENT



Date of Assessment	Legend	Additional Notes	
11/28/2023	<ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: yellow; border: 1px solid black; margin-right: 5px;"></span> Proposed Subdivision</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: pink; border: 1px solid black; margin-right: 5px;"></span> Proposed Easements</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: lightblue; border: 1px solid black; margin-right: 5px;"></span> Registered Easements</li> </ul>	Obtain a 4.25 m wide easement on the south-east corner of the proposed lot as shown above.	
		Project No. 2023-2324	Sheet No. 01/01

## APPENDIX C: PROPERTY PHOTOS



View of the Subject City Property Looking West (from the East Boundary)



View of the Subject City Property Looking West (from the East Boundary)





View of the Subject City Property Looking North (from the Southeast Boundary)



View of the Subject City Property Looking Northwest (from the Southeast Boundary)



View of the Subject City Property Looking North (from the South Boundary)



View of the Subject City Property Looking East (from the South Boundary)



View of the Subject City Property Looking Northwest (from the South Boundary)



View of the Subject City Property Looking North (from the South Boundary)

#### APPENDIX D: RFP PHASES

The following schedule identifies the anticipated scheduling of activities concerning RFP 84-2024:

- a) January to March 2024 – RFP marketing
- b) March 2024 – Phases I & II
- c) April to May 2024 – Phase III
- d) Subsequently, approval will be sought from the City's Chief Administrative Officer to approve the RFP award.

The City reserves the right to amend the foregoing schedule at any time and without notice.