



Proposal Package for Purchase and Development of the Lot described as “Lots 3-9 Block 5 Plan 33408” as shown on Schedule “A”

SUBMISSION INSTRUCTIONS

Proposals will be received at:

Chief Administrative Officer
Box 160, Carman, MB
ROG 0B0
Attention: Susan Stein

Proposals will be received on or before the closing deadline of **May 18th, 2025 - 12:00:59 P.M.**, local time (the “Closing Time”).

All proposals should be in a sealed envelope, signed and marked as follows: **“Purchase and Development of the Lot described as “Lots 3-9 Block 5 Plan 33408”**

Proposals must be received by the submission deadline outlined above. For practical reasons, proposals received after the submission deadline will be returned unopened and will not be considered. The official time of receipt shall be determined by the central system telephone clock. Proposals shall be time-stamped and initialled upon receipt by the Town of Carman. The Town of Carman will not accept proposals by fax or email.

This Request for Proposals (the “RFP”) is issued by the Town of Carman (the “Town”) and consists of the following sections:

Section 1 – Terms of Reference

Section 2 – Instructions to Proponents and RFP Procedural Rules

1. Introduction

This Request for Proposals (the “RFP”) is an invitation by the Town to submit non-binding proposals for Purchase and Development of the lots described as Lots 3-9 Block 5 Plan 33408 (the “Development”) with a desired Project completion date of September 30, 2025, as specifically described under Section 3 – Project Scope and Deliverables below. The selected proponent will be requested to negotiate an acceptable Development Agreement with the Town for a development of the Property.

2. Background Information

The Property is part of a 6-Lot parcel located on 1st street SW in the Town of Carman. The Property is currently zoned Commercial Corridor (see Table 4.4-2 of the Town of Carman Zoning By-law 04-2014). If a proponent wishes to rezone the property it must be part of the proposal however there is no guarantee that the rezoning may be approved as rezoning requires a public hearing and council may not approve based on the response of the public.

Each proponent shall be responsible to conduct their own research and to inspect the Property at their own expense to determine the condition, value, and nature of any improvements on the Property.

The Property previously housed the Town of Carman water treatment tower. The tower was removed in 2022. Part of the underground concrete reservoir was left underground on the property underneath lot 6. Any removal or environmental concerns will be the responsibility of the proponent if required.

3. Project Timeline

The development of the Property is required to be started by **September 30, 2026** (the "Starting Date").

The successful proponent will be required to enter into a Development Agreement with the Town that will provide, among other things, that if development is not substantially started by the **September 30, 2026**, the Property will be transferred back to the Town without compensation to the proponent for any investments, improvement, or fixtures added to the Property or any expense incurred by the proponent to acquire the property or as owner of the Property. Substantial starting shall be determined in the sole and absolute discretion of the Town, acting reasonably.

4. Proposal Requirements

4.1 Mandatory Requirements:

Proposals that do not meet the following mandatory requirements shall be disqualified without further consideration:

- a. Submission must be received on or before the Closing Time.

4.2 Rated Requirements

Please include the following information in sufficient detail in the proposal submission in order for the rated requirements to be evaluated and scored:

- a. Proponents Capabilities and Experience
 - i. Provide a summary of your Development Proposal (this is information only and will not be scored);

- ii. Describe any specialized resources, strengths, and distinct competitive advantages related to the development of the Property;
- b. Development Plan
 - i. Identify the anticipated cost of completing the development of the Property;
 - ii. Provide references if possible, for projects completed in the last five years that are similar in size, scope and complexity including full client contact information. References will not be scored but may be used to validate and confirm proposal scoring for short-listed proponents. Please note it is the proponents' responsibility to ensure the availability and appropriateness of individual reference contacts. The Town reserves the right to contact any current or previous.
- c. Intended Use
 - i. Describe the intended use of the Property;
 - ii. Identify the expected number of employees who will be employed directly at the Property during the development of the Property;
 - iii. Identify the expected number of employees who will be employed directly at the Property for the proponents intended use of the Property;
- d. Innovative and Value-Added Benefits (not scored)
 - i. Describe if and any innovative or value-added benefits that could enhance the Property, the Commercial Development, or the Town.
- e. Purchase Price
 - i. Identify your proposed purchase price for the Property;

All pricing is to be shown in Canadian dollars, exclusive of all taxes

- f. Understanding of Key Municipal Objectives
 - i. Describe your approach and vision for the Project, including challenges and opportunities.

5. Evaluation

The evaluation process will occur in the following stages:

5.1 Stage I

Stage I will consist of a review to determine which proposals comply with all the mandatory requirements. Proposals that do not comply with all the mandatory requirements as of the submission deadline will, subject to the express and implied rights of the Town, will be disqualified and not evaluated further.

5.2 Stage II

Stage II will consist of a review of all compliant proposals to determine the highest-ranking proponents based on the rated criteria and pricing evaluation set out below.

Rated Criteria Category - Weighting (Points)

Proponents Capabilities and Experience – 10 points

Inclusivity and Accessibility – 10 points

Intended Use – 20 points

Proposal Pricing – 20 points

Esthetics – 20 points

Local support for materials/labour etc. – 20 points

Total: 100 points

5.4 Stage III

The top-ranked proponents from Stage II may be required to participate in an Interview with a representative(s) of the Town. The interview will not be scored separately but will be used to validate proposal contents, re-evaluate scoring and re-rank proponents.

5.5 Tie Score

In the event of a tie score, the selected proponent will be determined by the proponent with the highest Pricing score. If the score is still tied, the top-ranked proponents will be determined by way of a coin toss.

6. Selection

6.1 Selection

The top-ranked proponent will receive a written invitation to enter into direct negotiations with the Town for a Development Agreement.

6.2 Timeframe for Negotiation

The Town intends to conclude negotiations with the top-ranked proponent within thirty (30) days commencing from the date the Town invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

6.3 Process Rules for Negotiation

Any negotiations will be subject to the process rules contained in this RFP and will not constitute a legally binding offer to enter into a contract on the part of the Town or the proponent.

Negotiations may include requests by the Town for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Town for improved or more detailed pricing from the proponent.

6.4 Terms and Conditions

The terms and conditions found in Section 9 (below) will form the starting point for negotiations between the City and the selected proponent.

6.5 Failure to Enter into Agreement

Proponents should note that if the parties cannot complete the negotiation of a Development Agreement within the allotted thirty (30) days, the Town may invite the next-best-ranked proponent to enter into negotiations. There will be no legally binding relationship created with any proponent prior to the execution of a written agreement.

7. RFP Process Timelines

Issue Date of RFP – **April 30th, 2025**

RFP Closing Deadline – **June 3rd, 2025**

Notification of Intent to Award – **July 17th, 2025**

The RFP timetable is tentative only and may be changed by the Town at any time.

8. Agreement Terms

The successful proponent will be invited to enter into direct negotiations with the Town. The Town's standard development agreement will form the starting point of the negotiations. The Town will negotiate the terms and conditions of the resulting development agreement with the successful proponent, including but not limited to, the nature of the development, the timeline for completion of the development, and the consequence of failing to complete the development of the Property by the Completion Date.

Section 2 – Instructions to Proponents and RFP Procedural Rules

a. Applicable Trade Treaties

Proponents should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade but that the rights and obligations of the parties shall be governed by the specific terms of each particular proposal call.

b. Procurement Process Non-Binding

- i. The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the RFP shall not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the proponent nor the Town shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to the RFP.
- ii. The RFP process is intended to identify prospective vendors for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and the Town by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.
- iii. While the pricing information provided in responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the responses and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

c. RFP Communications and Confidential Information

- i. Proponents are advised that only those individuals identified below should be contact with respect to any inquiries about this RFP.

Susan Stein Email: cao@townofcarman.com Phone :204-745-2443

The proponent shall not engage in any communications that may give rise to an actual or perceived conflict of interest.

- ii. A proponent may not at any time directly or indirectly communicate with the media in relation to the RFP or any contract awarded pursuant to the RFP without first obtaining the written permission of the Town Contact.
- iii. All information provided by or obtained from the Town in any form in connection with the RFP either before or after the issuance of the RFP, is the sole property of the Town and must be treated as confidential; is not to be used for any purpose other than replying to the RFP and the performance of any

subsequent contract; must not be disclosed without prior written authorization from the Town; and shall be returned by the proponents to the Town immediately upon the request of the Town.

iv. A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Town. The confidentiality of such information will be maintained by the Town, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis, to the Town's advisers retained for the purpose of evaluating or participating in the evaluation of their proposals. If a proponent has any questions about the collection and use of personal information pursuant to the RFP, questions are to be submitted to the contact listed above. Any proposal submitted is subject to the Freedom of Information and Protection of Privacy Act.

v. Proposals will be retained by the Town and will not be returned to proponents.

vi. The Town may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to the following: (a) submissions containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of the supplier to honour its pricing or other commitments made in its proposal; or (c) any other conduct, situation or circumstance, as solely determined by the Town, that constitutes a Conflict of Interest.

d. Addenda

The RFP may be amended only by an addendum in accordance with this section. If the Town, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated to all proponents by addenda. Each addendum forms an integral part of the RFP. Such addenda may contain important information, including significant changes to the RFP. Proponents are responsible for obtaining all addenda issued by the Town.

e. Evaluation and Selection

i. Proponents should carefully note the mandatory requirements listed in Section 2. Proposals that do not meet the mandatory requirements at the submission deadline will be disqualified.

ii. The successful proponent will be determined by evaluation criteria as set out in Section 2 of this RFP and advised in writing by the Town. The Town may cancel or amend this RFP without liability at any time.

iii. When evaluating proposals, the Town may request further information from the proponent or third parties in order to verify, clarify, and supplement the information provided in the proponent's proposal. The Town may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

f. Past Performance, References and Misrepresentation

i. The Town's evaluation may include information provided by the proponent's references and may also consider the proponent's past performance on previous contracts with the Town or other institutions. The Town may disqualify the proponent or rescind a contract subsequently entered into if the proponent's response contains misrepresentations or any other inaccurate, misleading or incomplete information.

ii. The Town's policy is to refuse to do business with parties who do not act in good faith towards the Town, whether by failing to live up to the terms of their agreements or by entering into frivolous or vexatious litigation with the Town. Accordingly, the Town will review proposals based on past performance and any history of litigation in accordance with its policies.

g. Proponent Costs

Proponents shall bear their own costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

Proponents will be required to provide a Geotechnical report of the property that will comply with the Dufferin Carman Planning District Requirements and The Town of Carman Zoning Requirements.

Proponents will be required to meet any and all erosion and flood control mitigation of the study and the 1/200-year flood requirements as required by Provincial regulations.

Proponents will be required to cover any water and sewer costs associated with the development as per the Town of Carman water and sewer connection policies.

An easement agreement will be required on the Northwest corner of Lot 9 for the possible purpose of a walking path in the future.

Any subdivision fees and legal fees will be at the proponent's cost if required based on their proposal.

h. Debriefing

Proponents may request a debriefing after receipt of a notification of award. All requests must be in writing to the Town and must be made within thirty (30) days of notification of award. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

i. Governing Law

Procedural terms of the RFP Process (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and (c) are to be governed by and construed in accordance with the laws of the province of Manitoba and the federal laws of Canada applicable therein.

