



NEGOTIATED REQUEST FOR PROPOSALS FOR:

REALTY FIRM TO MARKET AND SELL VACANT LAND PARCELS IN BRIDGWATER TRAILS, WINNIPEG, MANITOBA AND REPRESENT MANITOBA HOUSING ON POTENTIAL PURCHASES OF LAND AND RESIDENTIAL BUILDINGS

NRFP #: 2024-0008-LD

Issued By: Manitoba Housing

Issue Date: June 19, 2024

Submission Deadline: by no later than July 19, 2024 2:00:00 P.M. Central Time

TABLE OF CONTENTS

	<u>Page</u>
1.0 INTRODUCTION.....	1
1.1 PURPOSE AND SCOPE	1
1.2 DEFINITIONS	1
2.0 SCOPE OF SERVICES	2
2.1 SERVICE STAGES.....	2
2.2 BASIC SERVICES	2
2.3 PROJECT MILESTONE SCHEDULE.....	2
2.4 STATUS IN RELATION TO MANITOBA	2
2.5 LICENSING AND REGISTRATION REQUIREMENTS.....	3
3.0 PROPONENT'S INSTRUCTIONS	3
3.1 SUBMISSION DEADLINE.....	3
3.2 PROPOSAL INQUIRIES	3
3.3 PROPOSAL FORMAT	4
3.4 PROPOSAL CONTENT	4
3.5 AMENDMENT OF PROPOSAL	7
3.6 WITHDRAWAL OF PROPOSAL.....	7
3.7 PROPOSAL OWNERSHIP AND CONFIDENTIALITY.....	7
3.8 SUPPLIER CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT.....	7
3.9 NRFP ACKNOWLEDGEMENT FORM	7
3.10 AMENDMENT OF NRFP.....	7
3.11 COST OF PROPOSALS.....	8
3.12 NO CONTRACT A AND NO CLAIMS	8
3.13 CONTRACT UNTIL EXECUTION OF WRITTEN AGREEMENT	8
3.14 NON-BINDING PRICE ESTIMATES	8
3.15 CANCELLATION OF NRFP	8
3.16 INTERPRETATION AND GOVERNING LAW	8
4.0 PROPOSAL EVALUATION AND SELECTION	8
4.1 EVALUATION COMMITTEE.....	8
4.2 EVALUATION PROCESS AND CRITERIA	9
4.3 NEGOTIATION OF AGREEMENT	12
4.4 NOTIFICATION TO PROPONENTS.....	12

APPENDICES TO THE NRFP:

- APPENDIX 1 – SCOPE OF SERVICES
- APPENDIX 2 - SUBMISSION FORM
- APPENDIX 3 – STATUS IN RELATION TO MANITOBA FORM
- APPENDIX A – RECENT SALES EXPERIENCE
- APPENDIX B – LOCATION MAP
- APPENDIX C – ACKNOWLEDGEMENT FORM

1. INTRODUCTION

1.1 Purpose and Scope

With this Negotiated Request for Proposals (“**NRFP**”), The Manitoba Housing and Renewal Corporation (“**MHRC**”) is aiming to select a qualified and licensed realty firm to market and sell up to four (4) vacant land parcels located in Bridgwater Trails, in Winnipeg, Manitoba as well as represent MHRC on potential land and or residential building purchases within the term of the contract with MHRC (minimum eighteen month contract with option to extend). Three of the four land parcels in Bridgwater Trails areas are currently zoned Residential Multi-Family – Medium (RMF-M) and one parcel is zoned Residential Multi-Family Large (RMF-L). Manitoba Housing will apply to consolidate and re-zone of two of the multi-family parcels from Residential Multi-Family – Medium (RMF-M) to Residential Multi-Family – Large (RMF-L) by fall 2024.,

Conditions on the sale of the Bridgwater Trails land parcels will include that: 30% of the total units built on each site be rented as affordable as defined by Manitoba Housing’s Affordable Rental Rates for a minimum of 10 years, building permits for development be applied for by June 2025, and the exterior design of the building to be approved by MHRC’s architectural design consultant. Additional conditions may be added at time of sale.

Bridgwater Trails is a residential area within the Bridgwater Neighbourhoods. The Bridgwater Neighbourhoods, have a distinct vision and specific architectural guidelines that must be adhered to when building in the neighbourhood. MHRC requires that the vision of the entire development is carried through appropriately in the development of Bridgwater Trails multi-family parcels.

The successful Proponent must be a member in good standing of the Winnipeg Real Estate Board and of the Manitoba Real Estate Association Inc., and duly registered and authorized under The Real Estate Services Act (Manitoba).

MHRC will enter into a Listing Agreement with the successful Proponent whose Proposal is judged to best serve the interest of MHRC when evaluated in accordance with the stated evaluation criteria.

See Section 2.0 – Scope of Services of this NRFP for a full description of the services sought.

1.2 Definitions

In this NRFP:

- “**Prime Consultant**” means the Proponent who enters into the Agreement with Manitoba Housing and Renewal Corporation to provide the Services that are contemplated in this NRFP;
- “**Proponent**” means the entity or person that makes a Proposal;
- “**Proposal**” means the response to this NRFP made by a Proponent;
- “**MHRC**” means the Manitoba Housing and Renewal Corporation;
- “**NRFP**” means this Request for Proposals in respect of the Services which includes all addenda that may be issued in respect of the NRFP prior to the Submission Deadline;
- “**Sales Agent**” or “**Sales Agents**” means the individual(s) employed by or associated with the Proponent to perform the Services described in this NRFP;
- “**Services**” means the work, tasks, activities, materials, and other deliverables to be performed or provided by the Proponent as more particularly described in this NRFP;

- **“Sub-consultant”** means a person or entity having a direct contract with the Prime Consultant to perform a part or parts of the Services that are subject of this NRFP;
- **“Submission Deadline”** means the date and time set out on the title page of this NRFP or any amendment to that date and time made by MHRC by way of addendum to that date and time.

2.0 SCOPE OF SERVICES

2.1 Service Stages

The Services to be performed by the Prime Consultant will be provided in stages as follows for the multi-family parcels in Bridgwater Trails:

- Stage 1 – Site visit/ data collection;
- Stage 2 – Determine list price and prepare marketing plan for all parcels (list price and marketing plan to be approved by MHRC);
- Stage 3 – Activate listing; and
- Stage 4 – Close sale

2.2 Basic Services

The Proponent will be required to provide services for the marketing and sale of up to four (4) vacant land parcels located in Bridgwater Trails, in Winnipeg, Manitoba in accordance with the full scope of basic services as specified in Appendix 1 – SCOPE OF SERVICES.

The Proponent will be required when instructed by MHRC to show properties to the corporation and/or land for sale that MHRC has interest in acquiring. The Proponent will be required to negotiate and close on properties where MHRC has interest. Commission on MHRC purchased land and or buildings will be paid by the seller. No commission to be paid by MHRC on acquisitions_ See Appendix 1 – SCOPE OF SERVICES.

2.3 Project Milestone Schedule

The following proposed schedule dates are targets for each task only. Proposed schedule dates are subject to change at the sole discretion of MHRC:

No	Task	Anticipated Duration (in weeks)
1	Evaluation of Proposals	1
2	Interview Proponents – Top Three Evaluated Proposals (MHRC discretion)	1
3	Negotiations/Award NRFP to Successful Proponent	2

2.4 Status in Relation to Manitoba

The Proponent and the project team members will be prohibited from either directly, or indirectly, purchasing the Bridgwater Trails multi-family properties.

Proponents must submit a completed and signed copy of the Status in Relation to Manitoba Form (Appendix 3).

2.5 Licensing and Registration Requirements

The Proponent shall be in good standing with the Winnipeg Real Estate Board and the Manitoba Real Estate Association Inc. and duly registered and authorized under The Real Estate Services Act (Manitoba) to provide the necessary professional services to the full extent that may be required by provincial law and professional associations in the Province of Manitoba at the time of the Submission Deadline.

The successful Proponent shall be required to maintain such license and registration requirements throughout the period of the Project.

3.0 PROPONENT'S INSTRUCTIONS

3.1 Submission Deadline

MHRC may extend the Submission Deadline by issuing an addendum at any time before the Submission Deadline or before the date and time previously specified in any addendum extending the Submission Deadline.

Proposals must be received no later than the Submission Deadline (as indicated on the front page of the NRFP).

The Proponent will submit three (3) hard copies of its Proposal no later than July 19, 2024, at 2:00 p.m. CST to:

Jennifer Rogers, Land Development Planner
Land Development
Manitoba Housing, Addictions and Homelessness
200-352 Donald Street
Winnipeg, Manitoba, R3B 2H8
Email: jennifer.rogers@gov.mb.ca
Phone: (204) 945-2158
Fax: (204)948-4733

Proposals must be signed in ink, by the appropriate signing officer or officers of the Proponent. Proposals, once submitted, become the property of MHRC. All Proposals will be kept in the strictest of confidence subject to such disclosure as may be required under the provisions of The Freedom of Information and Protection of Privacy Act or the Personal Health Information Act. It is solely the Proponent's responsibility to ensure that the Proposal is received at the designated location prior to the Submission Deadline.

3.2 Proposal Inquiries

All inquiries related to this NRFP must be directed, in writing or by e-mail, **at least 5 business days** before the Submission Deadline to:

Trevor Jaworski, Real Estate Officer
Land Development
Manitoba Housing, Addictions and Homelessness
200-352 Donald Street
Winnipeg, MB R3B 2H8
Phone: (204) 451-3960
E-mail : Trevor.jaworski@gov.mb.ca

Inquiries should be received no later than the inquiry deadline as noted above. If an inquiry is received later than that inquiry deadline date, MHRC may respond but is not obligated to provide a response.

If a Proponent has sent an inquiry and has not received an acknowledgement, the Proponent should follow up with MHRC. In any event, MHRC is not responsible if a Proponent's inquiry does not reach MHRC by the requisite date shown above.

Only information provided in writing by the Manitoba Housing Contact identified above will be binding on MHRC. Information provided verbally will not be binding on MHRC.

If MHRC, in its sole discretion, determines that an inquiry will be of interest to all Proponents, it will be communicated in writing to all registered Proponents. The source of the inquiry will be kept confidential.

Proponents shall be solely responsible for obtaining all information that may be necessary to understand the requirements of this NRFP and submit a Proposal in accordance with the terms and conditions of this NRFP. No allowance shall be made for the failure of a Proponent to obtain such information or to make such investigations.

3.3 Proposal Format

A Proponent should ensure that information provided in its Proposal is stated clearly and concisely. Simplicity and clarity of responses are important. Proponents should avoid including extraneous or irrelevant information.

The Proposal content should be organized in the same sequence as the documents and information set out in Section 3.4 below.

If the Proposal does not comply with this Section 3.4, the Proposal shall be given a lower evaluation rating.

3.4 Proposal Content

3.4.1 Submission Form (complete Appendix "2")

The Submission Form provided in Appendix "2", must be fully completed and signed by a representative of the Proponent with the authority to bind the Proponent. The form may be put on a Proponent's letterhead and a different font may be used but must not otherwise be modified.

3.4.2 Covering Letter

The cover letter shall include the following:

- a. NRFP number;
- b. Identification of the Proponent;
- c. Name, address, contact numbers and email address of the primary contact for the NRFP;
- d. Locations of the primary and all other offices of the Proponent.

3.4.3 Proponent's Qualifications

The Proposal must set out information about the Proponent's qualifications, including:

- a. A description of the Proponent, including how long it has been in operation, how it is organized, the number of Salespeople and full-time employees, and its service specialization (i.e.) multi-family residential or commercial real estate);
- b. A description of the Proponent's knowledge of the local real estate market in Winnipeg and the Bridgwater Neighbourhoods;
- c. The Sales Agent or Salespeople (along with CV's) who will be assigned to listing the vacant parcels, and potential acquisitions.
- d. Details of recent sales experience of the Sales Agent or Salespeople who will be assigned to listing the vacant parcels and representing Manitoba Housing on the purchase of vacant land

and or residential buildings, as set out in the attached Appendix “A”. Include information pertaining to sales experience with multi-family vacant land sales and purchases if those experiences were theirs alone or as part of a team. If part of a team, provide information on specific role of the individual.

3.4.4 Marketing Plan

The Proponent must provide a detailed Marketing Plan for marketing the vacant parcels, including:

- a. Details on activities of Sales Agent (s) and support staff, anticipated expenditures on marketing activities, and other resources to carry out the proposed marketing plan;
- b. Specific details of the marketing tools and methods to be used, including internet presence, signage, advertising, and statistical analysis;
- c. A description of how the Proponent will promote listings to other realty firms and salespeople;
- d. Proposed duration of Marketing Plan; and
- e. Any additional features that add value to the Marketing Plan and separates the Proponent from its competition.

Proponents should note that the Listing Agreement requires a minimum thirty (30) day listing period prior to the presentation of any offers to purchase to MHRC.

3.4.5 Minimum Sale Price and Commission Structure

The Proponent must provide, in their opinion the minimum price per acre the vacant land parcels will sell for:

- \$ _____ per acre for Residential Multi-Family-Medium (Lots 3, 4, and 40)
- \$ _____ per acre for Residential Multi-Family – Large (Lots 3 & 4 if consolidated and rezone from RMF-M to RMF-L successful)
- \$ _____ per acre for Residential Multi-Family – Large (Lot 2)

The Proponent must set out the details of its proposed sales commissions as a percentage of the listing price (this may include a set commission rate for all sales or a commission structure as identified below) If using the commission structure below, the structure shall apply to the cumulative total of the sale at any given time. For example, this may apply to the sale of one parcel or three parcels:

- Re: _____ % on the first \$ _____, and
- Re: _____ % on the next \$ _____, and
- Re: _____ % on the balance of \$ _____.

The Proponent must agree that their commission structure includes payment to another buyer’s agent who is not being paid by their client. The Proponent must agree that the commission structure does not pertain to MHRC on acquisitions. Commission on acquisitions to be paid by the seller.

3.4.6 Manitoba Resources:

Proponents should identify any resources or inputs that must be provided by either MHRC or the Government of Manitoba for the Proponent to ensure timely completion of the Services.

3.4.7 Risk Assessment and Mitigation Plan:

Proponents should provide a detailed assessment of the potential risks and a mitigation plan for ensuring the Services are delivered in accordance with the requirements of this NRFP.

3.4.8 References

The Proponent must list at least three (3) and up to a maximum of five (5) reference projects, preferably of projects that are comparable in size, scope, nature, and complexity to the Services requested in this NRFP. Provide the address, year the project was listed in, list price, sale price, sale to list price ratio, and days listed on the market for each reference project. Also provide for each reference the name of the seller's primary contact, position, telephone number, and email addresses if available.

The Proponent must also provide the number of vacant land sales that he/she has had and closed within the last five years. These vacant land sales may include residential, commercial, or mixed-use parcels.

MHRC may contact the references to make inquiries regarding the Proponent's performance and expertise or to confirm information contained in the Proposal. MHRC reserves the right to contact anyone else known to Manitoba to have been provided with services by the Proponent regarding the Proponent's performance and expertise or to confirm information contained in the Proposal. Information obtained by MHRC pursuant to inquiries will be considered part of the Proposal for evaluation purposes.

In addition to contacting the references for the purpose of checking the Proponent's record of past performance, MHRC, at its discretion, reserves the right to check the Proponent's record of past performance with any other sources identified by MHRC without prior notice to the Proponent. If the references provide information that overall discloses a material discrepancy between what the Proponent has indicated and what the references indicate, MHRC may disqualify the Proponent and check the references of the next ranked Proponent.

3.4.9 Status in Relation to Manitoba (complete Appendix 3)

The Proponent must provide a completed and signed Status in Relation to Manitoba Form (using the form provided in Appendix 3).

This form includes a statement about real, potential, or perceived conflicts of interest of any entity that will provide the Services including all proposed Sub-consultants of the Proponent. If a Proponent is in doubt as to whether individuals or circumstances give rise to a conflict of interest, the Proponent should consult the person identified in Section 3.2 of this NRFP prior to submitting a Proposal.

MHRC certifies that the Services, for which an Agreement will be established, will be purchased under the Agreement by MHRC with Crown funds and therefore will not be subject to the federal goods and services tax (GST). The Proponent must not include GST in any fees, prices or estimates quoted.

Please note: When delivering the Services, the successful Proponent is required to have the appropriate insurance coverage which will be specified by MHRC in the Listing Agreement that will be executed by both parties. Proof of insurance will be required before an Agreement is signed.

3.4.10 Mandatory Requirements

Proponent to provide proof of the following:

- a. The Proponent must be a realty firm that is a member in good standing of the Winnipeg Real Estate Board and of the Manitoba Real Estate Association;
- b. The Proponent must be a realty firm that is duly registered and authorized under The Real Estate Services Act (Manitoba) to perform the Services contemplated in the NRFP;
- c. Completed and Signed Status in Relation to Manitoba Form (Appendix 3); and
- d. The Proposal must have been submitted prior to the Submission Deadline.

Proponents are advised to carefully review the evaluation criteria (see Section 4.0) and mandatory requirements prior to preparing their Proposals in response to this NRFP.

3.5 Amendment of Proposal

Proponents may amend Proposals submitted prior to the Submission Deadline by submitting an amendment clearly identifying the change or by submitting a new Proposal that clearly indicates it is to replace the Proposal previously submitted by the Proponent.

All such amendments must be signed by the Proponent or a representative of the Proponent who has the authority to bind the Proponent. Any amendment received after the Submission Deadline will not be accepted. It is solely the Proponent's responsibility to ensure that any amendment is submitted to MHRC prior to the Submission Deadline.

MHRC may amend or clarify this NRFP by one or more addenda issued before the Submission Deadline. MHRC will not issue an addenda later than 48 hours before the Submission Deadline except for an addenda which extends the Submission Deadline.

3.6 Withdrawal of Proposal

A Proponent may withdraw a submitted Proposal at any time throughout the NRFP process prior to the execution of the Agreement. To withdraw a Proposal before the Submission Deadline, Proponents may withdraw a Proposal by submitting a request in writing to MHRC at any time prior to, but not after, the Submission Deadline.

A Proponent must clearly understand, and by submitting a Proposal agrees, that its Proposal is subject to the following terms and conditions, in addition to any other terms and conditions set out in this NRFP:

3.7 Proposal Ownership and Confidentiality

Proposals, once submitted, become the property of MHRC. All Proposals will be kept in confidence by MHRC subject to such disclosure as may be required for internal approvals and process or under the provisions of *The Freedom of Information and Protection of Privacy Act* or *The Personal Health Information Act* or other law, or to satisfy a court order.

3.8 Supplier Confidentiality and Non-Disclosure Agreement

Proponents will acquire certain non-public, confidential, or proprietary information pertaining to a project. Such information must be kept confidential and must not be disclosed to any employee, consultant or third party unless they have executed and agreed to be bound by the terms of the agreement. MHRC grants no rights to the confidential information. All confidential information shall remain the sole property of MHRC.

Prior to awarding, the successful Proponent must provide a completed and signed Supplier Confidentiality and Non-Disclosure Agreement. The Supplier Confidentiality and Non-Disclosure Agreement will be provided to the successful proponents.

3.9 NRFP Acknowledgement Form

Proponents wishing to receive any further information about this NRFP that do not have access to MERX, must complete the NRFP Acknowledgement Form attached to the NRFP as Appendix "C" and forward the document by email or by mail to the individual identified on the NRFP Acknowledgement Form.

3.10 Amendment of NRFP

MHRC may amend or clarify this NRFP by one or more addenda issued before the Submission Deadline. MHRC will not issue an addenda later than 48 hours before the Submission Deadline except for an addenda which extends the Submission Deadline.

3.11 Cost of Proposals

Proponents are responsible for all costs incurred by them in preparing and submitting Proposals.

3.12 No Contract A and No Claims

This NRFP 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) this NRFP 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 MHRC shall have the right to make any claims (in contract, or otherwise) against the other with respect to the outcome of the NRFP process, including any decision by MHRC to enter into an Agreement with a Proponent, any decision by MHRC not to enter into an Agreement with a Proponent or a decision by a Proponent to withdraw its Proposal.

3.13 Contract until Execution of Written Agreement

This NRFP process is intended to identify prospective service providers 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 MHRC by this NRFP process until the successful negotiation and signing of a written Agreement for the acquisition of the Services.

3.14 Non-binding Price Estimates

While the pricing information provided in Proposals will be non-binding prior to the signing of a written Agreement, the Commission Structure information will be assessed during the evaluation of the Proposals and the ranking of the Proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of MHRC to enter into an Agreement for the Services.

3.15 Cancellation of NRFP

MHRC may cancel this NRFP at any time, with no liability whatsoever to any Proponent.

3.16 Interpretation and Governing Law

These NRFP Terms and Conditions:

- (a) are intended to be interpreted broadly and independently (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 as applicable.

4.0 PROPOSAL EVALUATION AND SELECTION

4.1 Evaluation Committee

The evaluation committee will be comprised of representatives from MHRC but may include other government departments as deemed necessary.

By submitting a Proposal, the Proponent understands that all decisions on the degree to which a Proposal meets the evaluation criteria are solely within the purview and judgment of the evaluation committee. The decision of the evaluation committee is final.

4.2 Evaluation Process and Criteria

Step 1: Assessment of Mandatory Submission Requirements

Proposals received by the Submission Deadline will be assessed to determine which fulfil the mandatory submission requirements.

The mandatory submission requirements are as follows:

Section	Mandatory Submission Requirements	Pass/Fail
3.4.10	Member of Good Standing with the Winnipeg Real Estate Board and the Manitoba Real Estate Association Inc.	
3.4.10	The Proponent must be a realty firm that is duly registered and authorized under The Real Estate Services Act (Manitoba) to perform the Services contemplated in this NRFP.	
3.4.10	Completed and Signed Status in Relation to Manitoba Form (Appendix 3)	
3.4.10	The Proposal was submitted prior to the Submission Deadline.	

If a Proposal fails to satisfy any of the mandatory submission requirements in sections 3.4.10 in the chart above, MHRC will issue a rectification notice to the Proponent. The rectification notice will identify the deficiencies and provide the Proponent with a period of three (3) business days (the “**Rectification Period**”) to rectify the identified deficiencies. If the Proponent fails to satisfy these mandatory submission requirements within the Rectification Period, its Proposal will be excluded from further consideration.

Step 2: Evaluation of Proposals and Ranking of Proponents

Each Proposal that fulfils the mandatory submission requirements will be evaluated in accordance with the criteria and points allocated to each criterion as follows:

Section	Evaluation Criteria	Points
3.4.3	<p>Qualifications of the Proponent</p> <ul style="list-style-type: none"> a) Description of the Proponent, including how long it has been in operation, how it is organized, the number of Salespeople and full-time employees, and its service specialization (i.e.) multi-family residential or commercial real estate; b) Description of the Proponent’s knowledge of the local real estate market in Winnipeg and in the Bridgwater Neighbourhoods; c) Salespeople assigned to listing the vacant parcels and potential acquisitions and their specific experience with multi-family vacant land sales. Include CVs for all individuals who will be assigned to the listing and d) Details of recent sales experience of the Sales Agent or Salespeople who will be assigned to listing the vacant land parcels and representing Manitoba Housing on the purchase of vacant land and or multi-family parcels, as set out in the attached Appendix “A”. Include sales information pertaining to experience with multi-family vacant land sales and purchases if those experiences were theirs alone or as part of a team. If part of a team, provide information on specific role of the individual within the team; 	30

3.4.3	<p>Marketing Plan</p> <ul style="list-style-type: none"> a) Proposed Marketing Plan, including details on activities of Sales Agent (s) and support staff, anticipated expenditures on marketing activities, and other resources to carry out the proposed marketing plan; b) Specific details of the marketing tools and methods to be used, including internet presence, signage advertising and statistical analysis; c) Description of how the Proponent will promote listings to other realty firms and salespeople; d) Proposed duration of Marketing Plan; e) Any additional features that add value to the Marketing Plan and separates the Proponent from its competition; f) Provide estimated price per acre for all Bridgwater Trails parcels. 	30
3.4.5	<p>Commission Rate</p> <p>The Proponent must set out the proposed sales commissions as a percentage of the listing price for the vacant multi-family parcels in Bridgwater Trails as set out under Section 3.4.5: Commission Rate of this NRFP.</p> <p>The Proponent must agree that their commission structure includes payment to another buyer's agent who is not being paid by their client. The Proponent must agree that the commission structure does not pertain to MHRC on acquisitions. Commission on acquisitions to be paid by the seller.</p>	20
3.4.6	<p>Manitoba Resources</p> <ul style="list-style-type: none"> a) Identification of resources or inputs that must be provided by Manitoba Housing or the Government of Manitoba for the Proponent to ensure timely completion of the Services. 	5
3.4.7	<p>Risk Assessment and Mitigation Plan</p> <p>Detailed assessment of the potential risks and a mitigation plan for ensuring the Services are delivered in accordance with the requirements of this NRFP</p>	5
3.4.8	<p>References</p> <ul style="list-style-type: none"> a) Provide a minimum of three (3) to a maximum of five (5) reference projects, Projects should be comparable in size, scope, nature, and complexity to the services requested in this NRFP. b) Provide address, year listed, list price, sale price, sale to list price ratio and days listed on the market for each reference project. c) Provide for each reference the name of the customer (primary contact), position, telephone number and email address if available. 	10
Total Available Points		100

Total points will be calculated for each Proposal and Proponents will be ranked in order of highest to lowest total points.

Step 3: Concurrent Negotiations and Best and Final Offer (BAFO) Process

MHRC may enter concurrent negotiations with up to the top three (3) highest scoring Proponents. During these concurrent negotiations, MHRC will provide each Proponent with any additional information and will seek, further information and proposal improvements from each Proponent. MHRC may at its sole discretion conduct interviews with the top three (3) highest scoring Proponents. After the expiration of the

concurrent negotiation period, each of the highest scoring Proponents may be invited to revise its initial proposal and submit its Best and Final Offer (BAFO) to Manitoba Housing.

Each BAFO will be evaluated against the same criteria set out in Section 4.2 Evaluation Criteria, with the addition of the interview, if applicable which is worth an additional 10 points. The Proposals will be ranked in order of highest to lowest total points.

Option not to Engage in Concurrent Negotiations and BAFO

MHRC may choose not to engage in the BAFO process and may proceed directly to final negotiations with the top-ranked Proponent as set out in Section 4.2 of this NRFP.

Step 4: Assessing Status in Relation to Manitoba and Past Performance

A Proponent's status in relation to Manitoba and record of past performance will be a factor in MHRC's determination of the Proponent's qualifications to provide the Services. The status in relation to Manitoba and record of past performance of the top-ranked Proponent will be assessed.

Status in Relation to Manitoba (Appendix 3)

If money is owed to MHRC, the Government of Manitoba or any Crown corporation of Manitoba by a Proponent or proposed Sub-Consultant or if MHRC, in its sole discretion, determines that a conflict of interest or perceived conflict of interest or a dispute or pending dispute is of such a nature that, it would be inadvisable for MHRC to enter into an agreement with the Proponent, MHRC may disqualify a Proponent.

If a Proponent is disqualified on the basis of its status in relation to Manitoba, MHRC may proceed to assess the status in relation to Manitoba of the next-best-ranked Proponent. If the top ranked Proponent passes this review, past performance will be assessed.

Past Performance

At a minimum, MHRC will contact the first three references provided by the top-ranked Proponent and may consult staff of a department, branch, or division of the Government of Manitoba; a Manitoba Crown corporation or agency; or an academic institution, health authority or other entity providing education, health or social services funded by Manitoba; who have had dealings with the Proponent or proposed Sub-consultants.

MHRC may determine, in its sole and absolute discretion, that a Proponent's record of past performance is unsatisfactory based on any of the following factors:

- (a) a Proponent or proposed Sub-consultant is or has been debarred from participating in the public procurement process of any of the following:
 - (i) a department, branch, or division of Manitoba;
 - (ii) a Manitoba Crown Corporation or agency; or
 - (iii) an academic institution, health authority or other entity providing education, health or social services funded by Manitoba.
- (b) a Proponent's performance of a project or agreement for which a reference was checked by MHRC was unacceptable, deficient, improper, incomplete, or late according to such reference.
- (c) a Proponent or proposed Sub-consultant is a party to a legal proceeding that discloses or concerns improper, incomplete, or negligent implementation of a project or part of a project or failure to comply with the term or condition of the agreement governing the project, and such legal proceeding has been initiated by any of the following:
 - (i) a department, branch, or division of Manitoba;

- (ii) a Manitoba Crown Corporation or agency; or
 - (iii) an academic institution, health authority or other entity providing education, health or social services funded by Manitoba.
- (d) a Proponent or proposed Sub-consultant has initiated a legal proceeding against any entity listed in clauses (c)(i), (c)(ii) or (c)(iii) above, and MHRC is of the opinion that its existence is likely to adversely affect working relationships on the Project or under the Agreement.

If MHRC determines that a Proponent's record of past performance is unsatisfactory, MHRC may in its absolute discretion, disqualify the Proponent and reject its Proposal.

If a Proponent is disqualified on the basis of past performance, MHRC may proceed to assess the past performance of the next-best-ranked Proponent.

4.3 Negotiation of Agreement

MHRC may invite the top-ranked Proponent, as determined through the evaluation process, to enter negotiations to finalize the Agreement.

Negotiations may include requests by MHRC 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 MHRC for improved pricing or performance terms from the Proponent.

MHRC intends to conclude negotiations with the top-ranked Proponent within a period of 30 days commencing from the issuance of the invitation to enter negotiations. If the parties cannot conclude negotiations and finalize the Agreement within that time period, MHRC may discontinue negotiations with the top-ranked Proponent and invite the next-best-ranked Proponent to enter negotiations. This process shall continue until:

- (a) an Agreement is successfully negotiated and finalized;
- (b) there are no more eligible Proponents remaining; or
- (c) MHRC elects to cancel the NRFP process.

If MHRC and a Proponent successfully negotiate the Agreement, MHRC will prepare the finalized Agreement for signing by both parties. There will be no legally binding relationship created with any Proponent prior to the signing of the Agreement, and the performance of the Services will not commence until the Agreement is fully signed by both the Proponent and MHRC.

4.4 Notification to Proponents

A Proponent that is disqualified during the evaluation process will be notified of the disqualification.

MHRC will notify all Proponents of the outcome of the NRFP process, after the Agreement is signed.

If MHRC decides not to enter into an Agreement with any Proponent, all Proponents will be given written notice of decision.

APPENDIX 1 SCOPE OF SERVICE

With this Negotiated Request for Proposals (“**NRFP**”), The Manitoba Housing and Renewal Corporation (“**MHRC**”) is seeking a qualified and licensed realty firm to market and sell up to four (4) vacant land parcels located in Bridgwater Trails, in Winnipeg, Manitoba as well as represent Manitoba Housing on potential land and or residential building purchases within the term of the contract. The term of the contract will be for 18 months with the option to extend for an additional 6 months. Three of the parcels in Bridgwater Trails are zoned Residential Multi-Family – Medium (RMF-M), and one is zoned Residential Multi-Family – Large (RMF – L). Manitoba Housing plans to apply to consolidate Lot 3, Block 18, Plan 55769 and Lot 4, Block 18, Plan 55769, and rezone the consolidated parcel to Residential Multi-Family – Large (RFM-L).

The Proponent will be required when instructed by MHRC to show properties to the corporation and/or land for sale that MHRC has interest in acquiring. The Proponent will be required to negotiate and close on properties where MHRC has interest. Commission on MHRC purchased land and or buildings will be paid by the seller. No commission to be paid by MHRC on acquisitions.

The Proponent must be a member in good standing of the Winnipeg Real Estate Board and of the Manitoba Real Estate Association Inc., and duly registered and authorized under The Real Estate Services Act (Manitoba).

Manitoba will enter into a Listing Agreement with the Proponent whose Proposal is judged to best serve the interests of Manitoba when evaluated in accordance with the stated evaluation criteria.

MHRC will provide the legal services required to close the sales.

The legal descriptions of the four (4) parcels are as follows:

Legal descriptions and roll numbers:

Lot 2 Block 18 Plan 55769 on Bridge Lake Drive, Winnipeg, MB
Roll Number 03092986055

Lot 3 Block 18 Plan 55769 on Bridge Lake Drive, Winnipeg, MB
Roll Number: 03092986060

Lot 4 Block 18 Plan 55769 on Bridge Lake Drive, Winnipeg, MB
Roll Number: 03092986065

Lot 1 Block 40 Plan 55770 on Bridge Lake Drive, Winnipeg, MB
Roll Number 03092986610

**APPENDIX 2
SUBMISSION FORM
NRFP 2024-0008-LD**

Project Name: REALTY FIRM TO MARKET AND SELL VACANT LAND PARCELS IN BRIDGWATER TRAILS, WINNIPEG, MANITOBA AND REPRESENT MANITOBA HOUSING ON POTENTIAL PURCHASES OF LAND AND RESIDENTIAL BUILDINGS

Proponent:

Full legal name of entity making Proposal

Usual business name of Proponent (if different from above)

Street

City

Province

Postal Code

Facsimile number

Telephone number

1. Contact:

Contact Person

Title

Address

Facsimile number

Telephone number

Email

2. Acknowledgment of Non-binding Procurement Process

We acknowledge that the NRFP process will be governed by the terms and conditions of the NRFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any goods or services shall be created between the Proponent and MHRC unless and until the Proponent and MHRC sign a written Agreement for the Services.

3. Ability to Provide Deliverables

We have carefully examined the NRFP documents and have a clear and comprehensive understanding of the Services required. The Proponent can provide the Services in accordance with the requirements of the NRFP for the price as set out in the Commission Rate.

4. Non-binding Price Estimates

We have submitted our pricing in accordance with the instructions in the NRFP. We acknowledge that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of the Proposal or the Proponent's eligibility for future work.

5. Addenda

We acknowledge that we have received the following addenda and that they have been considered in the preparation of the Proposal:

Addendum No. _____ dated _____ (pages) _____

Addendum No. _____ dated _____ (pages) _____

Addendum No. _____ dated _____ (pages) _____

Addendum No. _____ dated _____ (pages) _____

Signature(s): I/We have the authority to bind the Proponent:

Printed name

Signature

Date

Printed name

Signature

Date

**APPENDIX 3
STATUS IN RELATION TO MANITOBA FORM
NRFP 2024-0008-LD**

Project Name: REALTY FIRM TO MARKET AND SELL VACANT LAND PARCELS IN BRIDGWATER TRAILS, WINNIPEG, MANITOBA AND REPRESENT MANITOBA HOUSING ON POTENTIAL PURCHASES OF LAND AND RESIDENTIAL BUILDINGS

The Proponent must submit this form with its Proposal.

Company Name: _____
Address: _____
City, Province: _____
Telephone: _____

Part 1: Disputes or Pending Disputes with Manitoba

Do you or your proposed Sub-consultant(s) have any dispute or pending dispute with Manitoba Housing, the Government of Manitoba, or any Crown corporation of Manitoba?

Yes or No (circle the answer that applies to you)

If your answer is "Yes" please describe:

Part 2: Monies owed to Manitoba

Do you or your proposed Sub-consultant(s) owe any monies to Manitoba Housing, the Government of Manitoba or any Crown corporation of Manitoba that are overdue, in arrears or otherwise delinquent?

Yes or No (circle the answer that applies to you)

If your answer is "Yes" please describe:

Part 3: Conflict of Interest

Is there a conflict of interest or possible conflict of interest or perceived conflict of interest that would exist if you were to provide the Services either directly or through a Sub-consultant? For the purpose of this Form, a perceived conflict of interest includes the employment by you or your proposed Sub-consultants of an individual(s) who was previously employed by Manitoba Housing within the last six (6) months.

Yes or No or Not sure (circle the answer that applies to you)

If your answer is "Yes" please describe:

If a perceived conflict of interest may arise by reason of the employment by you or your proposed Sub-consultants of an individual(s) who was previously employed by Manitoba Housing within the last six (6) months, the individual(s) should be identified.

Authorized representative

Printed name

Signature

Date

APPENDIX "A"
Recent Sales Experience

Please complete for each salesperson listed on your team:

1. Individual:

a) Length of time you have been a full time Sales Agent:
_____ years _____ months.

b) Number of Vacant Land Listings (Commercial/Multi-Family) and Sales closed between January 1, 2021, and December 2023:

#of Listings: _____

of Sales: _____

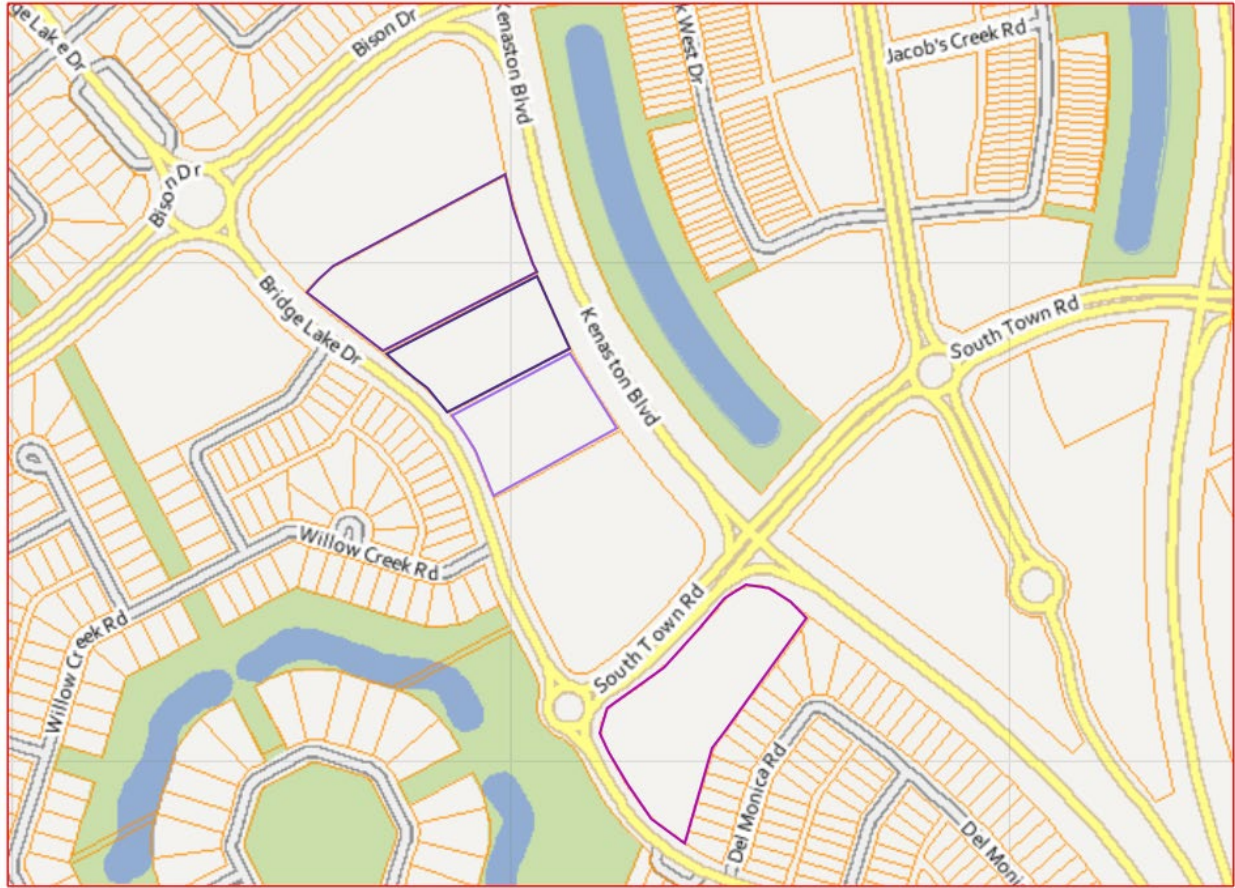
of units in each Listing/Sale: _____


c) Average Sale Price for all properties sold: \$ _____


d) Average Days on the Market (from listing date to sale date):
_____ days _____


e) Average sale to list price ratio: _____


**APPENDIX "B"
LOCATION MAP**



 Lot 2 Block 18 Plan 55769
Roll Number 03092986055
Zoned RMF-L

 Lot 4 Block 18 Plan 55769
Roll Number: 03092986065
Zoned RMF-M
MB Housing will apply to consolidate
with lot 3 and rezone to RMF-L

 Lot 3 Block 18 Plan 55769
Roll Number: 03092986060
Zoned RMF-M
MB Housing will apply to
consolidate with lot 4 and rezone to RMF-L

 Lot 1 Block 40 Plan 55770
Roll Number 03092986610
Zoned RMF-M

APPENDIX "C"
ACKNOWLEDGEMENT FORM

Project Name: REALTY FIRM TO MARKET AND SELL VACANT LAND PARCELS IN BRIDGWATER TRAILS, WINNIPEG, MANITOBA AND REPRESENT MANITOBA HOUSING ON POTENTIAL PURCHASES OF LAND AND RESIDENTIAL BUILDINGS

Company Name: _____

Contact Name: _____

Address: _____

Phone Number: _____

Email Address: _____

If you do not have access to MERX but wish to receive information related to this NRFP, including addendums, please return this form as soon as possible to:

Manitoba Housing
200-352 Donald Street
Winnipeg, Manitoba
R3B 2H8

Attention: Jennifer Rogers, Land Development Planner
Email: jennifer.rogers@gov.mb.ca