



**Expression of Interest:
Retail and Services at The Forks Market**



The Forks has opportunities available for creative, locally-focused retail and service concepts.

We're looking for businesses that create a unique experience and complement our current retail community.

To complement our current retail and service selection, we're always open to your business ideas. We will entertain Expressions Of Interest (EOI) from applicants whose concepts are truly unique and whose products offer a representation of the diverse, high-quality offerings in Winnipeg. During the selection process, our committee of experts will give weighted consideration to owners who are also operators, to local and hand-crafted products, services that provide unique experiences to our guests and to respondents whose brand story meshes with ours. Fresh ideas inspired by local, sustainable, experience-driven and active-living concepts are what we're after. We're looking for concepts that will help drive vitality and draw crowds from near and far.

If you feel that you and your concept are a good fit, then The Forks Renewal Corporation (FRC) invites you to submit an EOI for the lease of a retail space. Your submission should consider the following:

1. The facilities range in size from 130 to 2,500 square feet.
2. We are now open Christmas Day. Tenant hours may vary throughout the year but at minimum are:
 - Daily 10am-6pm
3. Proposals will be evaluated by an external committee of food and business experts with directed consideration of the following:
 - a. Quality of product
 - b. Uniqueness of concept
 - c. Fit with existing tenants
 - d. Track record of proprietor
 - e. Alignment with the values of The Forks
 - f. Strength of marketing plan
 - g. Financial projections and capacity

Please address the criteria above by submitting a business plan in pdf format, no greater than five pages in length that includes the following:

- Explanation of concept, vision, values
- Sample of product or services with approximate range of pricing
- Marketing plan
- Pro-forma income statements by quarter for your first year of operation, explain any assumptions

Please send your submission to leasing@theforks.com.





GENERAL TERMS & CONDITIONS FOR SUBMISSION OF EOI

All respondents should clearly understand, and by submitting an expression of interest, agree that any part of the EOI is subject to the following conditions, in addition to any other terms and conditions set out in this request for expressions of interest:


DISQUALIFICATION

No EOI will be considered which does not meet the mandatory requirements. No proposal will be considered from an applicant where The Forks Renewal Corporation (FRC), in its sole discretion, determines that a potential conflict of interest exists. No EOI will be considered that is in any way conditional or that proposes to impose conditions on FRC that are inconsistent with the requirements of this request for expressions of interest and the terms and conditions stipulated herein.

FRC reserves the right to reject any or all EOIs; to select one or more Respondents; to void this request for expressions of interest and the review process and/or terminate negotiations at any time; to revise any conditions and stipulations contained herein, as convenient or necessary; to further negotiate fees, rates and financial arrangements, etc; to establish further criteria for selection; to ask Respondents to submit additional information or evidence of their qualifications and experience; to waive informalities in the EOIs and in the EOI process; and to negotiate with successful Respondents; to reject any and/or all EOIs for any reason, in FRC's sole discretion.

AWARD / REJECTION OF EOI

FRC reserves the right to award this EOI in whole or in part, in the best interests of FRC. The award of any contract may not result from this EOI, and FRC reserves the right to withdraw this EOI at any time, for any reason. FRC is under no obligation whatsoever to accept any EOI. FRC, in its entire discretion, may reject or accept all or any part of an EOI or any of the EOIs submitted in response to this proposal. Any EOI which is submitted in response to this proposal, and is accepted by FRC, shall not constitute a contract between the parties. The submission of an EOI, the receipt of an EOI by FRC and the opening of an EOI, or any one of those, does not constitute acceptance, in any way whatsoever, of a proposal. An EOI is not and shall not be deemed in any way to be a unilateral contract. It is an offer by the Respondent to FRC to carry out the provisions set out in this proposal. An EOI, or any part of an EOI, is not accepted unless FRC accepts it in writing and the written acceptance has been delivered to the selected Respondent. FRC reserves the right to waive deficiencies in any EOI. The decision as to whether a deficiency will be waived or will require that an EOI be rejected will be made by FRC, in its sole discretion. FRC reserves the right to request clarification in any EOI to enable FRC to determine whether the Respondent's EOI merits further consideration.



FRC may request clarification where any Respondent's intent is unclear, or may waive or request amendment where, in the opinion of FRC, there is a minor irregularity or omission in the information that is submitted. The right to clarify does not impose upon FRC a requirement to clarify any part of an EOI where the EOI is unclear or otherwise not acceptable in any aspect. FRC may, prior to and after awarding this EOI, negotiate changes to the scope of work, specifications, or any conditions with the successful Respondent without having any duty or obligation to advise any other Respondent. FRC shall have no liability to any other Respondent as a result of such negotiations or modifications. If there is any evidence of misleading or false information having been given by a Respondent, FRC may, in its sole discretion, reject its EOI. All decisions on the degree to which an EOI meets the stated criteria assigned to a Respondent or to part of an EOI will be determined solely by FRC. FRC determinations in this regard are final and may not be appealed by a Respondent. In the event of any conflict, inconsistency, or discrepancy in the contents of the original, the copies, and the soft copies of the Respondent's EOI, the contents of the original shall prevail. The award of any contract may not result from this EOI, and FRC reserves the right to withdraw this EOI at any time, for any reason. FRC is under no obligation whatsoever to accept any EOI.

RIGHT TO REISSUE EOI

FRC reserves the right to reissue the EOI where, in FRC's sole opinion, none of the proposals submitted in response to the EOI warrant acceptance or where it would be in the best interest of FRC to do so.

OWNERSHIP AND COST OF EOI

All EOIs submitted become the property of FRC and will not be returned to the Respondent. All costs and expenses incurred by Respondents in the development, preparation, submission or presentation of EOIs in response to this EOI will be borne by the Respondent. The selection of any EOI, the rejection of any or all EOIs, the termination of this EOI process, or initiation of a new EOI process shall not render FRC liable to pay or reimburse any such costs or damages incurred by any Respondent or any partner or associate of such Respondent participating in this EOI process.

CONFIDENTIALITY

The contents of this EOI and all information, data, or material obtained by the Respondent in connection with this EOI process is the property of FRC and must not be used for any other purpose than replying to this EOI. Upon request by FRC, all such information shall be returned to FRC, or the Respondent shall certify that the information, including copies and records thereof, is destroyed. All information, data, and material gained through the EOI process, is to remain strictly confidential. Respondents must not disclose this information, or any portion thereof, to anyone not specifically involved in the preparation of the Respondent's EOI. The Respondent shall not disclose any such information in whole or in part to anyone without the prior, express written consent of FRC. This obligation of each Respondent to maintain confidentiality shall survive the evaluation, selection/negotiation/rejection of their EOI and/or any resulting contract/agreement(s) to supply the requirements of the EOI.



MEDIA RELEASES

Media releases in any form of media shall not be permitted with respect to the terms and conditions of this EOI or any ensuing contract without prior written approval from FRC.

MULTIPLE EOIS

Respondents may submit more than one EOI, or may be a sub-contractor or consultant listed in more than one EOI. However, it is FRC's preference for a party to only submit one EOI as the Respondent. Should a Respondent submit more than one EOI, each EOI shall be submitted as a separate package. Each EOI will be evaluated as a separate EOI, and each must meet the mandatory requirements of this EOI.

AMENDMENTS

A Respondent may amend or withdraw its proposal at any time prior to the Closing Time. No alteration to a proposal will be accepted after the Closing Time.

DECISIONS OF THE COMMITTEE

All decisions on the degree to which an EOI meets the stated criteria or the score assigned to a Respondent or to part of an EOI will be determined solely by a committee. The committee's determinations in this regard are final and may not be appealed by a Respondent.

FRC PREMISES

If a Respondent is awarded a contract that requires work to be performed on FRC premises or on premises under FRC control, the Respondent must comply with all reasonable directions and requests of FRC and with FRC work and safety rules, and must require its employees, agents, contractors and subcontractors to so comply. FRC has the right to exclude personnel from FRC premises who do not comply with such directions, requests or rules and, at FRC option, to terminate the contract if the Respondent or its employees, agents, contractors or subcontractors fail to comply with this provision.

GOVERNING LAW

This Expression Of Interest shall be governed by, and construed in accordance with, the laws of the City of Winnipeg, the Province of Manitoba and the federal laws of Canada applicable therein. Any legal proceedings relating to the subject matter of this EOI shall be submitted to the exclusive jurisdiction of the courts of the Province of Manitoba.