



**Expression of Interest:
The Pavilion at The Forks**



The Forks is seeking an entrepreneur to develop a concept and sustainable business model for The Forks Pavilion space. With 4 million visits a year to The Forks, we see an opportunity for a new business concept to support our strong and growing clientele who visit The Forks for recreation purposes - they skate, ski, run, walk, bike, and more...

We will entertain expressions of interest (EOI) from applicants who have the capacity and creativity to develop a new business concept at The Forks Pavilion (formerly occupied by Muddy Waters). A wide range of recreation lovers visit The Forks and use of our trails and connection amenities. We see an opportunity for an entrepreneur to offer diverse, high-quality products and services to support the range of all-season outdoor activities that already happen at, to, and through The Forks.

If you have an idea that you think is worth developing and if you have the demonstrated experience and capacity to pull it off, then we invite you to submit an Expression of Interest (EOI). Some information:

1. The facility is 1292 square feet.
2. The Forks is open to the public 365 days a year. The Forks Market business hours vary throughout the year but at minimum are Monday to Sunday 10am-8pm
3. Proposals will be evaluated based on:
 - a. Quality of products and services
 - b. Uniqueness of concept
 - c. Alignment with the values of The Forks

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

- Explanation of:
 - Concept
 - Vision
 - Values
 - Products and/or services

Please send your submission to leasing@theforks.com. **Submissions are due October 26, 2019.**

Amelia Laidlaw
Manager, The Forks Market
The Forks North Portage





GENERAL TERMS & CONDITIONS FOR SUBMISSION OF PROPOSAL

All respondents should clearly understand, and by submitting an expression of interest, agree that any part of the proposal 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 proposal 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 proposal 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 proposals; 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 proposals and in the proposal process; and to negotiate with successful respondents; to reject any and/or all proposals for any reason, in the committee's sole discretion.

AWARD / REJECTION

FRC reserves the right to act in the best interests of FRC. The award of any contract may not result from this Expression of Interest (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 proposal. FRC, in its entire discretion, may reject or accept all or any part of a proposal or any of the proposals submitted in response to this EOI. Any proposal which is submitted in response to this EOI, and is accepted by FRC, shall not constitute a contract between the parties. The submission of a proposal, the receipt of a proposal by FRC and the opening of a proposal, or any one of those, does not constitute acceptance, in any way whatsoever, of a proposal. A proposal 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 EOI. A proposal, or any part of a proposal, 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 proposal. The decision as to whether a deficiency will be waived or will require that a proposal be rejected will be made by FRC, in its sole discretion. FRC reserves the right to request clarification in any proposal to enable FRC to determine whether



the Respondent's proposal 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 a proposal where the proposal 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 proposal. All decisions on the degree to which a proposal meets the stated criteria assigned to a Respondent or to part of a proposal 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 Respondents' proposal, 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 proposal.

RIGHT TO REISSUE

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 PROPOSAL

All proposals 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 proposals in response to this EOI will be borne by the Respondent. The selection of any proposal, the rejection of any or all proposals, 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 proposal. 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 proposal and/or any resulting contract/agreement(s) to supply the requirements of the EOI.



NEWS RELEASES

News 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 PROPOSALS

Respondents may submit more than one proposal, or may be a sub-contractor or consultant listed in more than one proposal. However, it is FRC's preference for a party to only submit one proposal as the Respondent. Should a Respondent submit more than one proposal, each proposal shall be submitted as a separate package. Each proposal will be evaluated as a separate proposal, 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 a proposal meets the stated criteria or the score assigned to a Respondent or to part of a proposal will be determined solely by The 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 RFP 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.