

100 Mile Jr Secondary Properties

REQUEST FOR INTEREST

The Board of Education of School District No. 27 (Cariboo-Chilcotin) ("School District") is requesting the submission of proposals for interest in acquiring the following parcels of Land:

Known as the former 100 Mile Jr Secondary Site

Civic Addresses: 485 and 495 Cedar Ave 100 Mile BC

Legal Description: Lot A / Lot 1
PID - 009-640-444 / 008-689-482

Current Zoning: Multi-Family Development Site

Date: December 21, 2023

Contact: School District No. 27 (Cariboo-Chilcotin)
Brenda Hooker, Secretary-Treasurer

Aerial Photograph

485 Cedar Ave – PID # 009-640-444

(Note: the buildings, with the exception of the Child Care center, have been demolished)



495 Cedar Ave – PID # 008-689-482



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SECTION I

The Board of Education of School District No. 27 (Cariboo-Chilcotin) is a public-school board established under the legislative authority of the School Act of BC, providing K-12 education. As part of ongoing facility planning, some of the District properties have been deemed surplus. The School District's objective through this Request for Interest ("RFI") is to identify interested and qualified potential proponents to whom the School District may consider selling the 100 Mile Jr properties.

The subject parcels of land are approximately 10.92 acres. After public consultation, the School District is intending on offering the properties for sale on an as-is-where-is basis. The potential buyer is responsible for conducting their own due diligence including but not limited to land title search, availability of services, servicing costs, development cost charges, zoning, independent legal and accounting advice, environmental due diligence.

Current Fair Market Value (FMV) appraisals list the combined value at \$1,550,000. We will not consider any proposals that are less than FMV. In their submission, the interested parties must outline their future plans for the lots. If the intent is to develop the lot, then please include details on the proposed development, the value to the public of proposal, the timeline for the development, and purchaser's conditions. These details are crucial in determining the next steps for the District in disposing of publicly acquired property.

Please refer to: <https://www2.gov.bc.ca/gov/content/education-training/k-12/administration/capital/asset-management> This website outlines the transparent process required prior to repurposing surplus school district property.

All inquiries related to this Request for Interest must be addressed to Secretary-Treasurer (Brenda.Hooker@sd27.bc.ca) or to the Superintendent Chris van der mark (chris.vandermark@sd27.bc.ca)

RFI will be issued on December 20, 2023, and remain open until 1:00 pm on January 17, 2024. The Board of Education, in consultation with the Ministry of Education and Child Care, will review the interest submissions in January.

Once the initial proposals have been reviewed, the next steps in the process will be determined by the Board of Education in a public meeting.

SECTION II

Response Process

1. If/when the properties are sold, they will be released on an “as is, where is” basis. The Buyer must conduct their own due diligence. It is deemed that by submitting a proposal, the proponent submitting the proposal has satisfied itself with all due diligence and shall hold School District 27 harmless against all claims.
2. Proposals will be received by email, courier or mail addressed to:

Brenda Hooker, Secretary-Treasurer
100 Mile Jr. Secondary Site RFI
School District No. 27 (Cariboo-Chilcotin)
350 North 2nd Avenue
Williams Lake, BC V2G 1Z9
P: 778-799-2442
F: 250-392-4625
E: Brenda.Hooker@sd27.bc.ca

Proposals must be submitted by January 17, 2024, at 1:00 PM (closing date)

3. Interested parties must submit proposals using the Request for Interest Form in this RFI package and make as few changes as possible. The School District will decide if submitted proposals are acceptable and will be considered further in the process. If the submission is deemed unacceptable, the Secretary-Treasurer may or may not decide to negotiate with the potential proponent and make changes to the submission.
4. Proposals should state the proposed use, funding source, along with a sense of timing for completion, and possession dates of the properties.

SECTION III

Terms and Conditions

1. The School District is not liable for any costs of proposal preparation or submission.
2. Inquiries concerning the RFI may be directed to the Secretary-Treasurer; however verbal responses are not binding on either party.

*** Note: all communication including questions and clarifications may be relayed to other potential purchasers.*

3. The School District is not bound to accept any submitted proposal.

4. The School District has the right to cancel this Request for Interest at any time without incurring any liability or claim from any potential proposed use or proponent.
5. Potential proposals may withdraw their submission at any time prior to completing negotiations for a signed contract of Purchase and Sale.
6. A potential proponent may be asked to provide further clarification with respect to their submission of interest.
7. Proposals will be evaluated as soon as possible after the closing date. Details of next steps in the disposal of the properties will be made public. Unsuccessful proposals **will not** be offered a debriefing of their submissions' relative strengths and weaknesses.
8. The proposal and any information submitted by the proponent are the property of the School District and will not be returned.
9. Additional information may be submitted with the offer, but the School District may or may not consider it in their evaluation of the proposal.
10. The School District reserves the right to enter into negotiations with none, one or more potential proponents at any time. In the event of two or more proposals of the same net benefit to the School District, the School District may, but need not, ask for further proposals from the parties, and if further equal proposals are received the process may, but need not, continue until one proposal is of the highest net benefit to the School District.
11. The School District reserves the right to discontinue negotiations with any of the potential proponents from this RFI at any time, without prior notification.
12. The School District may unilaterally, and in its sole discretion, choose to waive in favour of any one or more potential proponents for any and all non-compliance with the RFI in any proposal without any obligation to do so for other potential proponents. In addition, the School District may, either prior to or subsequent to acceptance of any proposal, negotiate changes to the terms and conditions of the RFI or to the process for the purchase and sale of the property with any one or more potential proponents without having any duty or obligation to advise any other potential proponents or to allow them to amend their proposals as a result of such changes.
13. The School District makes no representations or warranties concerning the completeness or accuracy of any information contained in the Request for Interest, which is provided for convenience only, and the School District is not responsible for any errors or omissions in the Request for Interest Form. It remains the sole and exclusive responsibility of potential proponents to carry out, through professional advisors where deemed appropriate, all due diligence inquiries concerning the nature and characteristics of the lands and improvements.

14. All potential proponents, by submitting a proposal, release the School District and its employees from all claims, demands, expenses, damages, liabilities, proceedings and judgements arising out of or in any way related to inaccuracies or incompleteness in any of the information contained in the Request for Interest or anything done or not done by the School District or any of its employees in the course of negotiating or attempting to negotiate with any one or more potential proponents an agreement deemed acceptable by the School District or its responsible employee or employees.
15. If, with respect to anything relating to this Request for Interest or subsequent negotiations, acts, decisions or awards, the School District or its employees are found to have breached any duty or obligation of any kind to any or all of the potential purchasers or is or are found liable to any or all of the potential purchasers on any basis or legal principle of any kind, the School District's liability is limited to a maximum of \$150.00 CDN.
16. Potential proponents working with a real estate agent are encouraged to respond to this RFI but any compensation for the realty services is the sole responsibility of the potential submission. The School District is not offering any compensation or reimbursement for realty fees as a result of entering into a successful contract of purchase and sale.
20. Each potential submission, by submitting a response, warrants that to the best of the potential proponent's knowledge, no current or past corporate, personal, or other interests give rise to an actual or potential conflict of interest. It is a mandatory requirement of full and complete disclosure of any potential Conflicts of Interest (if applicable):
- Family¹ members in the employ of the School District;
 - Family members holding political office in Cariboo-Chilcotin;
 - Family members in the employ of the City of Williams Lake, the City of 100 Mile House or the Cariboo Regional District;
 - Business Associates² with family members in the employ of the School District;
 - Business Associates holding political office in Cariboo-Chilcotin;
 - Business Associates in the employ of the City of Williams Lake, the City of 100 Mile House or the Cariboo Regional District;
 - Any other known associates that may be in conflict of interest with the School District or the sale of School District properties.
- ¹ Family includes parents, spouse, children, and anyone living in your household
- ² Business associate includes partnership, shareholder, or an incorporated company

21. The following milestones are provided for information purposes only. The School District reserves the right to amend the schedule as required.

- Request for Interest Notice issued: December 21, 2023
- Receipt of proposals/Closing Date: January 17, 2024
- Estimate date proposals discussed with the Ministry of Education and Child Care and the School Board: End of January 2024
- Determination of next steps in the process: February 2024
- Estimate completion of consultation and process to dispose of the surplus properties no later than the end of 2024.

SECTION IV

Request for Interest Form

Proposals for public uses of two properties:

Known as 100 Mile Jr Secondary Site

Civic Address: 485 and 495 Cedar Ave 100 Mile BC

Legal Description: Lot A / Lot 1

PID - 009-640-444 / 008-689-482

(these parcels and the improvements thereon are collectively called the “Property”) otherwise known as “100 Jr Site.”

Proponent is the individual, community group, First Nation, or Municipality either jointly or severally who prepares a submission for repurposing the Property for other public use/usage.

The Proponent acknowledges that the School District has declared the Property surplus and intends to offer the lots for sale.

The Proponent acknowledges that if the submitted proposal is considered by the Board, they are prepared to purchase the Property at FMV plus all applicable taxes, including GST and Property Transfer Tax.

If sold, the Property will be purchased and accepted "as is, where is" without any representations or warranties from the School District. The undersigned acknowledges and agrees that it has had full opportunity to view the Property and to ascertain the condition of the Property and accepts full responsibility with regard to the physical and legal characteristics of the Property.

The undersigned has read and acknowledges the terms of the Request for Interest (RFI) package, which are hereby incorporated into this proposal.

If a proposal is accepted by the District and the Proponent fails to carry out its obligations under this agreement, then any negotiations or exchange of consideration will be forfeited on account of damages without prejudice to the School District's rights in law or equity. If a successful purchase and sale occurs, the consideration will be retained by the School District and credited towards the purchase price.

The Property, when sold, will be conveyed free and clear of all registered liens, charges and interests save for subsisting conditions, provisos, restrictions, exceptions, and reservations, including royalties, contained in the original grant, or contained in any other grant, transfer, or disposition from the Crown or otherwise (the “Permitted Encumbrances”). The Proponent hereby waives any right to a site profile under the provisions of the Environmental Management Act and all similar or substituted legislation and all regulations under all of them.

The Proponent acknowledges that the District is required to obtain approval of the Ministry of Education and Child Care (MOECC) before any proposed disposal. MOECC in turn is bound by The Province of BC - Surplus Property Program (SPP), which applies to all Ministries. A key component of the SPP is an Enhanced Referral Process (ERP). The ERP is a process that includes public consultation which matches demand by Ministries/Broader Public Sector to available surplus properties.

Time shall be of the essence.

The Property will be and remain at the risk of the School District until the completion date, should negotiations result in a sale of the Property. After that time, the Property will be at the risk of the successful Proponent.

The Proponent acknowledges, covenants, and agrees that:

- (a) the Property if sold will be “as is, where is” on the completion date;
- (b) it has reviewed and accepted the state of title, including all permitted encumbrances;
- (c) in submitting a proposal, it has not relied on any warranty or representation given by or on behalf of the School District concerning any matter whatsoever, including:
 - (i) the condition of the Property (including surface and groundwater), environmental or otherwise, including the presence or absence of any toxic, hazardous, dangerous, or potentially dangerous substances on or under the Property and on or under any surrounding or neighbouring land and the current and past uses of the Property and any surrounding or neighbouring land;
 - (ii) the fitness of the Property for any particular use, including the intended use thereof by the Purchaser;
 - (iii) the general condition and state of all utilities or other systems on or under or which will serve the Property;
 - (iv) the zoning of the Property and the bylaws of any governmental body which relate to the development, use and occupation of the Property;
 - (v) the application of any federal or provincial statute or law to the Property; and
 - (vi) the economic feasibility of the development of the Property;
 - (vii) has considered including the existing Child Care facility in the proposed use;
- (d) There are no representations, warranties, guarantees, promises or agreements other than those set out herein;

- (e) it will, from and after acceptance of the Proposal and subsequent sale:
 - (i) assume all environmental liabilities relating to the Property including, but not limited to, all liability for the clean-up of any toxic, hazardous, dangerous, or potentially dangerous substances or conditions on or under the Property or migrating from the Property (including surface water and groundwater);
 - (ii) indemnify and save harmless the School District and its employees, servants, deputies, delegates, representatives and agents from and against all claims, demands, liabilities, losses, damages, costs or expenses suffered or incurred by them arising out of or in connection with all environmental liabilities relating to the Property, including, but not limited to, any contamination or any other toxic, hazardous, dangerous or potentially dangerous substances on, under or migrating from the Property;
 - (iii) release the School District and its employees, servants, deputies, delegates, representatives, and agents from and against all claims, demands, liabilities, losses, damages, costs, actions, causes of action, suits and proceedings by the Purchaser with respect to all environmental liabilities relating to the Property, including, but not limited to, any contamination or any other toxic, hazardous, dangerous or potentially dangerous substances migrating from the Property;
 - (iv) assume the School District's obligations under, and be bound by the terms of, the Permitted Encumbrances, and indemnify and save harmless the School District from and against any claims, demands, liabilities, losses, damages, costs, or expenses suffered or incurred;
- (f) the School District is under no obligation, express or implied, to provide financial assistance or to contribute, in any way, to the Proponent's cost of implementing the proposal, purchasing, servicing, or developing the Property or to assist the Proponent in obtaining any permits or approvals in connection with the Property;
- (g) nothing in this Agreement constitutes the Proponent as the agent, joint venturer, or partner of the School District.

Upon acceptance of a proposal by the School District and the MOECC, a separate negotiation will be undertaken to secure a binding contract of purchase and sale for the Property.

The Secretary-Treasurer of the School District may accept this proposal on behalf of the School District but the School District may terminate the agreement formed upon acceptance of this offer if the Board of Education has not, by bylaw, approved a

sale on or before December 31, 2024 (in which case the School District must return any consideration without interest) and the School District will have no further liability.

In this Notice of Interest, the singular includes the plural, and vice versa.

Any communication to the School District must be made through:

Brenda Hooker, Secretary-Treasurer
100 Mile Jr. Secondary Site RFI
School District No. 27 (Cariboo-Chilcotin)
350 North 2nd Avenue
Williams Lake, BC V2G 1Z9

P: 778-799-2442

F: 250-392-4625

E: Brenda.Hooker@sd27.bc.ca

Notices and communications sent via email and courier shall be valid and binding.

This Expression of Interest is submitted and authorized by:

Signature of Authorized Proponent

Date

Signature of 2nd Authorized Proponent

Date

Proponent Information

Name of Organization (please print)

Organization Phone

Authorized Proponent Name (please print)

Phone Number

Address

Fax Number

City and Postal Code

e-mail address

Received by: THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 27 (CARIBOO-CHILCOTIN):

Brenda Hooker
Secretary-Treasurer

Date