

REQUEST FOR PROPOSALS

LISTING REALTOR - BIG EDDY LOTS - 2018

SALE OF LOTS - FORMER BIG EDDY SCHOOL SITE
IN THE CITY OF REVELSTOKE, B.C.

Issued by:

**BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 19 (REVELSTOKE)**



School District 19
(Revelstoke)

September 27, 2018

1. SUMMARY OF KEY INFORMATION

TITLE	The title of this RFP is: LISTING REALTOR - BIG EDDY LOTS - 2018 Please use this title on all correspondence.
CONTACT PERSON	The Contact Person for this RFP is: Anne Cooper Superintendent (ret.) Project Coordinator, Disposition of Big Eddy School Site Board of Education of School District No. 19 (Revelstoke) Email: acooper@sd19.bc.ca Phone: 250-814-4807
CLOSING TIME	The closing time for this RFP is 2:00:00pm (local time) on October 25, 2018 as determined by the clock at the School District office Reception Desk.
SUBMISSION LOCATION & ADDRESSEE	All proposals <u>must</u> be submitted in a sealed envelope and addressed and delivered to: Mr. Mike Hooker Superintendent Revelstoke Board of Education School District No. 19 (Revelstoke) 501 11 th Street Revelstoke, BC V0E 2S0 Do not submit your proposal to the School District by mail, fax or email. Proposals submitted by mail, email or fax will not be accepted or considered.

2. GLOSSARY OF TERMS

“**City**” means the City of Revelstoke;

“**Closing Time**” means 2:00:00pm (local time) on October 25, 2018, as determined by the clock at the School District office Reception Desk;

“**Contact Person**” means Anne Cooper, Superintendent (ret.), Project Coordinator, Disposition of Big Eddy School Site, Board of Education of School District No. 19 (Revelstoke);

“**Big Eddy School Site**” or “**Site**” means the lot located at 970 Begbie Road and legally described as - Lot 20, Plan 2904, District Lot 7, Kootenay Land District; and the lots located at 1000 Begbie Road, legally described as - Lots 12 & 13, Plan 2904, District Lot 7, Kootenay Land District, all in the City of Revelstoke;

“**Proponent**” means a company or other legal entity that submits, or intends to submit a proposal in response to this Request for Proposals;

“**RFP**” means this Request for Proposals;

“**School District**” means the Board of Education of School District No. 19 (Revelstoke); and

“**Submission Location**” means Revelstoke Board of Education School District No. 19 (Revelstoke), 501 -11th Street, Revelstoke, BC, V0E 2S0

3. BACKGROUND

An elementary school was in operation on the Big Eddy Site until June 2002. The School District received approval for the disposition of the Big Eddy Site from the Minister of Education on February 15, 2012. Subsequent to all ancillary uses of the Big Eddy School being terminated, the school facilities were demolished, all hazardous materials removed, and the site restored as of August 2013.

Rezoning of the Site was approved by the City on May 9, 2017. Preliminary Layout Approval for the subdivision was granted February 23, 2018. The School District is awaiting final subdivision approval and is proceeding with servicing in accordance with an approved works and services agreement with the City.

Through this RFP, the School District is seeking to engage the services of a qualified and licenced realtor to list, market and manage the sale of the seven (7) fee simple residential building lots created on the Big Eddy School Site. The successful proponent must agree to submit the property listings to the Multiple Listing Service (MLS).

4. OVERALL SITE CONSIDERATIONS

The Big Eddy Site is located in a developed residential setting. An aerial view of the site is provided in Appendix A.

The School District has completed the rezoning of the Big Eddy Site to R2A Special Low Density Residential. This zoning will facilitate uses including single or two-family dwellings as well as home occupations, accessory buildings and bed & breakfast businesses.

The Site will consist of seven (7) fee simple lots. Final lot layouts are provided in Appendix B with lot sizes and boundaries determined by way of legal survey as part of the subdivision process.

The School District is awaiting final subdivision approval and will complete the servicing of the Site this fall in order to provide clear title for the seven (7) fee simple lots.

5. MUNICIPAL SERVICES AND SITE CONDITIONS

To the knowledge of the School District, there are no environmentally sensitive areas on the Big Eddy Site or any known environmental hazards.

Existing services to the Site include the following:

- a. 150 mm looped water line along Begbie Road; each lot will be provided with a City water service connection with a curb stop connection at the lot boundary adjacent to Begbie Road. The connection points will be located at the mid-point of each lot boundary,
- b. overhead hydro service along Begbie Road,
- c. street lights attached to overhead power poles along Begbie Road,
- d. fire hydrant located on Begbie Road central to the lots being developed, and
- e. paved Begbie Road.

A Sewage Dispersal Assessment dated September 3, 2013 was performed by Deans Tech Consulting and describes that, for each of the proposed seven lots, a dispersal field area equal to 254 m² (2736 ft²) or 11.5m by 22m (38 feet by 72 feet) is required with a 3m (10 ft) setback on all sides. The School District provides no representations or warranties, of any kind whatsoever regarding the accuracy or applicability of this assessment.

6. PROPOSAL PROCESS, TERMS & CONDITIONS

6.1 Proposal Requirements

Proponents responding to this RFP should provide the following with their proposal.

1. COVER LETTER

A written statement confirming the Proponent's understanding of the RFP and the services required by the School District and how the Proponent meets the mandatory response requirements. The cover letter must be signed by an authorized representative of the Proponent.

2. PROPONENT PROFILE

- a. Letter of introduction with an overview of the Proponent's background and profile including the length of time the business has been established.
- b. Legal name, business address and hours of operation.
- c. All certifications and licenses currently held by the Proponent.

- d. Names and biographies of key personnel to be involved.
- e. Number of licensed realtors.
- f. Names and profiles of any partnerships, alliances, consortiums or subcontractors that the Proponent may involve in the marketing and sale of the lots.
- g. Any planned future undertakings that might impact the Proponent's operations or ability to market and sell the lots on the Site.

3. MARKET ASSESSMENT AND SALES STRATEGY

- a. Details on the expertise and experience of the Proponent in the residential real estate market.
- b. Outline of the type of marketing strategies and sales tools that would be employed by the Proponent, including confirmation to file the listings with the MLS
- c. A detailed description of how the Proponent would assist the School District to receive and assess offers.

4. FINANCIAL STABILITY

The Proponent must identify whether it, or any of its realtors has received any regulatory infractions or materially defaulted on contractual commitments and provide a detailed explanation of the specific infraction or default situation, including how the situation was resolved.

5. CLIENT BASE AND MUNICIPAL EXPERIENCE

The Proponent should provide information regarding the Proponent's customer base, and in particular, information regarding customers with requirements similar to those of the School District.

6. REFERENCES

The Proponent must provide the names and contact information for a minimum of three (3) references for whom the Proponent has provided services of a similar nature to those described in this RFP.

The School District may but shall not be required to conduct reference checks relevant to this RFP and the work to be provided by the Proponent to verify any and all information regarding a Proponent's experience, operations and ability to provide the required services.

6.2 Proposal Evaluation Criteria

The School District may review and evaluate proposals received in relation to this RFP using the following criteria, that include but are not limited to:

- a) Proponent's profile, qualifications, and expertise;
- b) Proponents proposed fee structure/schedule;
- c) Proponent's experience, reputation, and references;
- d) Proponent's local presence in Revelstoke and knowledge of local market conditions; and
- e) Proponent's ability to provide the services: proposed resources, strategies and personnel.

The School District may request that Proponents provide a presentation to the School District. If the School District requests a presentation(s), the Proponent(s) will be responsible to ensure that those attending and giving the presentation are able to respond to detailed business and/or technical questions on behalf of the Proponent.

6.3 Reservation of Rights

The School District will review all proposals received in relation to each other.

The School District reserves the right, in the sole discretion of the School District, to:

- a) to seek clarification or further information in respect of any proposal, or part thereof after the Closing Time;
- b) reject any or all proposals, with or without discussion, even if it is the only proposal received;
- c) negotiate with one or more Proponent to arrive at a mutually agreeable arrangement with a Proponent with respect to any matter relating to this RFP and the services sought hereunder including, but not limited to, matters such as:
 - i. Price adjustments;
 - ii. Minor changes to scope of services;
 - iii. Payment details; and
 - iv. Service requirements.
- d) terminate and resume negotiations with any proponent;
- e) accept a proposal that may not be the lowest priced proposal or represent the highest monetary proposal to the School District;
- f) amend, terminate or cancel this RFP at any time for any reason and, if terminated or cancelled, thereafter issue a new RFP for the required services; and
- g) undertake an entirely different procurement and selection process for a listing realtor.

The School District reserves the right to consider, without limitation, other factors as it deems appropriate before accepting a proposal, including past performance, capability, reputation, and expertise.

The School District may but is not bound or obliged to provide Proponents reasons for rejecting all or any proposals or for terminating or cancelling this RFP process.

6.4 Delivery of Proposal

Proponents must submit one hard copy of their proposal, signed by an authorized signatory of the Proponent and one electronic copy of the signed proposal on a USB drive, in sealed envelope and addressed to:

Mr. Mike Hooker
Superintendent
Revelstoke Board of Education
School District No. 19 (Revelstoke)
501 11th Street
Revelstoke, BC V0E 2S0

Proposals must be delivered to and received at the Submission Location before the Closing Time. Proposals received after the Closing Time will be marked late and not considered or evaluated. THE SCHOOL DISTRICT WILL NOT ACCEPT PROPOSALS VIA MAIL, EMAIL OR FAX.

6.5 Proposals are Irrevocable

All proposals shall be irrevocable and remain open for acceptance for ninety (90) days after the Closing Time or until execution of an Agreement.

6.6 Changes to Proponent's Proposal

A Proponent may amend or withdraw its proposal prior to the Closing Time by delivering a clear and detailed written notice to the Contact Person at the Submission Location. In the event the School District offices are closed, Proponent's may deliver a notice to the Contact Person via email to the email address set out above for the Contact Person. The School District will be under no obligation to receive further information, whether written or oral, from any Proponent.

6.7 Acceptance of Proposals

Proponents must comply with all mandatory terms and conditions set out in this RFP. Neither acceptance of any proposal nor the entering into of an agreement subsequent to the acceptance of a proposal will constitute approval of any activity or work contemplated in any proposal that requires any approval, permit or licence pursuant to any applicable laws, regulations or bylaws.

This RFP should not be construed as an agreement to purchase goods and services. The School District is not bound to enter into an agreement with any Proponent, including a Proponent that submits the lowest price proposal.

6.8 Ownership of Proposals

All proposals submitted to the School District become the property of the School District. They will be received and held in confidence by the School District, subject to the provisions of this *Freedom of Information and Protection of Privacy Act* and this RFP.

6.9 Proponent's Expenses

Proponents are solely responsible for their own costs and expenses in preparing and submitting their proposal, responding to any requests for clarifications or further information and for any meetings, negotiations or discussions with the School District or its representatives and consultants relating to or arising from this RFP.

If the School District decides to terminate or cancel this RFP, or reject all proposals received, the School District will not be liable to any Proponent for any claims, whether for costs or damages incurred by a Proponent in preparing its proposal, loss of anticipated profit in connection with this RFP or any agreement that might have arisen through this RFP, or any other matter whatsoever.

6.10 Independent Investigations

The School District makes no representation or warranty with respect to the accuracy of information contained in this RFP and Proponents are responsible for verifying any and all information on which they may rely in submitting their proposals.

It is each Proponent's responsibility to have conducted its own analysis and review of the Big Eddy Site and, before submitting a proposal, to have taken all steps the Proponent considers necessary to satisfy itself as to the accuracy, completeness and applicability of any information provided by the School District upon which the Proponent used to assess all risks related to its proposal.

By delivery of a proposal, each Proponent represents, warrants and agrees that:

- it has fully investigated the Big Eddy Site and satisfied itself of any and all conditions relating to, affecting or that may affect the proposal or the services to be provided;
- its investigation is based on its own independent examination, experience, knowledge, information and judgment and not upon any statement, representation or information provided by or on behalf of the School District;
- neither the School District, its representatives or consultants nor any other person on behalf of the School District is in any way responsible or liable for the completeness, interpretation or accuracy of any information contained in this RFP or provided to Proponents; and
- all costs incurred by a Proponent in the preparation and submission of a proposal, all responses to requests for clarification or further information and for any meetings, negotiations or discussions with the School District or its representatives and consultants relating to this RFP or any agreement arising therefrom, are and will be the sole responsibility of that Proponent and the School District shall have no liability for or obligation to pay any such costs.

6.11 Limitation of Damages

Each Proponent, by submitting a proposal:

- irrevocably agrees that it will not bring any claim, demand, suit, action or cause of action, whether arising in contract, tort or otherwise against the School District or any of its employees, advisors or representatives for expenses, costs or damages incurred directly or indirectly by the Proponent in preparing and submitting its proposal or for any matter arising out of or in connection with this RFP including, without limitation, in the event the School District terminates or cancels the RFP process, rejects or disqualifies any or all Proponents, accepts a noncompliant proposal or otherwise breaches or fundamentally breaches the terms of this RFP; and
- expressly waives any claim against the School District or any of its employees, advisors or representatives for any loss of anticipated profits or other economic loss if no agreement is entered into between the School District and the Proponent for any reason, including but not limited to the School District accepting a noncompliant proposal or otherwise breaches or fundamentally breaches the terms of this RFP.

6.12 No Collusion

By submitting a proposal, each Proponent represents, warrants and confirms to the School District, with the knowledge and intention that the School District may rely on such representation, warranty and confirmation, that its proposal has been prepared without collusion or fraud and in fair competition with proposals from other Proponents.

6.13 Dispute Resolution

Each Proponent, by submitting a proposal, irrevocably agrees that if the Proponent has any claim or dispute arising in connection with this RFP, it will not apply for injunctive relief or make any demand that the RFP be postponed, cancelled or suspended;

6.14 Confidentiality

All documents submitted to the School District in connection with this RFP become the property of the School District and will not be returned. Note that the School District is subject to the *Freedom of Information and Protection of Privacy Act* and may be required to disclose information received by it, notwithstanding any requests for confidentiality.

6.15 Contact Person

Proponents seeking responses to specific questions relating to this RFP should address such questions to the Project Coordinator as follows:

Anne Cooper
Superintendent (ret.)
Project Coordinator, Disposition of Big Eddy School Site
Revelstoke Board of Education
Telephone: 250-814-4807
Email: Anne Cooper (acooper@sd19.bc.ca)

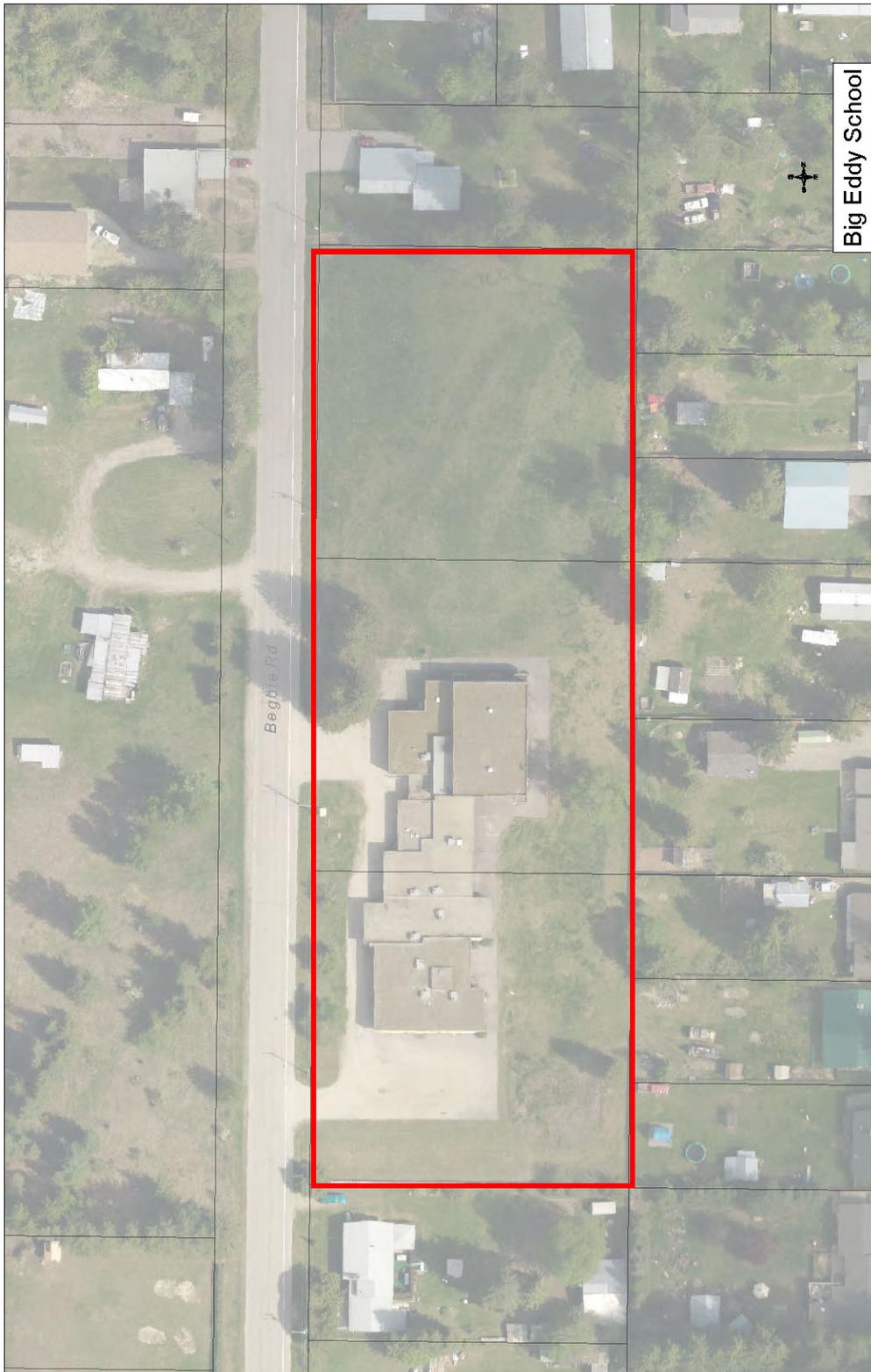
Appendix A

Big Eddy Site Aerial View

Appendix B

Big Eddy Site Lot Survey Certificate – May 22, 2018

Appendix A



Appendix B

