



Board of Education of  
***School District No. 27 (Cariboo-Chilcotin)***

P: 250.398.3833  
F: 250.392.3600  
350 Second Avenue N  
Williams Lake, BC V2G 1Z9

# REQUEST FOR OFFERS

Poplar Glade Property  
845 11<sup>th</sup> Avenue N.,  
Williams Lake B.C.  
V2G 2M5

***“Learning, Growing and Belonging Together”***



## **REQUEST FOR OFFERS (RFO)**

The Board of Education of School District No. 27 (Cariboo-Chilcotin) (“School District”) is requesting offers for the following parcel of Land:

### **Known as Poplar Glade Site**

**Civic Address:** 845 11<sup>th</sup> Avenue N., Williams Lake B.C. V2G 2M5

**Legal Description:** Lot 12, District Lot 588, Cariboo District Plan 15518  
PID: 015-756-190

**Current Zoning:** P-1 Civic, Assembly, and Institutional.

**Date:** April 13, 2022

**Contact:** School District No. 27 (Cariboo-Chilcotin)  
Harinder Singh, Secretary-Treasurer  
[Harinder.singh@sd27.bc.ca](mailto:Harinder.singh@sd27.bc.ca)



## Aerial Photograph



***“Learning, Growing and Belonging Together”***



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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 properties have been deemed surplus. The School District's objective through this Request for Offers ("RFO") is to identify interested and qualified potential purchasers to whom the School District may sell the property.

The subject parcel of land is approximately 6.0 acres. The School District is offering this property for sale on an as-is-where-is basis. The potential buyer is responsible to conduct 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 advise, environmental due diligence.

The baseline price for this lot is Nine Hundred Seventy-Five Thousand Dollars (\$975,000). We will not consider any offers that are less than the baseline price. In their submission, the interested parties must outline their future plans for the lot. If the intent is to develop the lot, then share a note on the proposed development, the timeline for the development, purchaser's conditions.

All inquiries related to this transaction must only be address to Secretary-Treasurer ([harinder.singh@sd27.bc.ca](mailto:harinder.singh@sd27.bc.ca)) or to the Superintendent Chris van der mark ([chris.vandermark@sd27.bc.ca](mailto:chris.vandermark@sd27.bc.ca))

RFO will be issued on April 13<sup>th</sup> and remain open until 1:00pm on May 13<sup>th</sup>. The Board of Education will review the offers in May-June, results of the purchase process will share before end of June 2022. The successful buyer must deposit a sum equal to 25% of their bid price within two business days of them being informed of the decision by the Secretary-Treasurer. The transaction shall close within 60 days of intimation of successful bid by the Secretary- Treasurer.

The Board of Education may at their sole discretion decide to not accept any offers or accept a particular offer.



## **SECTION II**

### **Response Process**

1. The property will be sold only on an “as-is, where-is” basis only. Buyer must conduct their own due diligence. It is deemed that by submitting, the offer party submitting the bid has satisfied itself with all due diligence and shall hold School District 27 harmless against all claims.
2. Offers will be received by email, courier or mail addressed to:

Harinder Singh, Secretary-Treasurer  
Subject: Poplar Glade Site RFO  
School District No. 27 (Cariboo-Chilcotin)  
350 North 2<sup>nd</sup> Avenue  
Williams Lake, BC V2G 1Z9

Phone: 250-398-3824

Email: [Harinder.Singh@sd27.bc.ca](mailto:Harinder.Singh@sd27.bc.ca)

Offers must be submitted by May 13<sup>th</sup>, 2022, at 1:00PM (closing date)

3. Interested parties must submit offers using the Offer to Purchase Form in this RFO package and make as few changes as possible. The School District will decide whether changes made to the Offer to Purchase Form are acceptable. If changes are deemed unacceptable, the Secretary-Treasurer may or may not decide to negotiate with the potential purchaser making the changes.
4. Offers should state completion, adjustment, and possession dates of \_\_\_\_\_, 2022 or later, (completion date).
5. Within two business days of notification of acceptance of the offer by the School District (thereby forming a contract of Purchase and Sale), the purchaser shall make a deposit of 25% of the purchase value by certified cheque or bank draft made payable to School District No. 27 (Cariboo-Chilcotin).



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**SECTION III**  
**Terms and Conditions**

1. The School District is not liable for any costs of offer preparation or submission.
2. Inquiries concerning the RFO may be directed to the Secretary-Treasurer or Superintendent; 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 offer.
4. The School District has the right to cancel this Request for Offers at any time without incurring any liability or claim from any potential purchaser.
5. Potential purchasers may withdraw their offer at any time prior to entering a signed contract of Purchase and Sale.
6. A potential purchaser may be asked to provide further clarification with respect to their offer.
7. Offers will be evaluated as soon as possible after the closing date. No detail of any offer will be made public. Unsuccessful purchasers will not be offered a debriefing of their offer's relative strengths and weaknesses.
8. The offer and any information submitted by the potential purchaser are the property of the School District and will not be returned.
9. Additional information (by means of example only, purchase intention of use of land and the proposed timeline) may be submitted with the offer, but the School District may or may not consider it in their evaluation of the offer.
10. The School District reserves the right to enter into negotiations with none, one or more potential purchasers at any time. In the event of two or more offers of the same net benefit to the School District, the School District may, but need not, ask for further offers from the parties, and if further equal offers are received the process may, but need not, continue until one offer 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 purchasers from this RFO at any time, without prior notification.
12. The Secretary-Treasurer of the School District may accept this offer on behalf of the School District but the School District may alter or cancel the agreement formed upon acceptance of this offer if the Board of Education has not, by bylaw, approved this



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offer on or before September 28, 2022 (in which case the School District must return the deposit without interest) and the School District will have no further liability.

13. Unless rejected by the Board of Education deposits are non-refundable.
14. The School District may unilaterally, and in its sole discretion, choose to waive in favour of any one or more potential purchasers any and all non-compliance with the RFO in any offer without any obligation to do so for potential purchasers. In addition, the School District may, either prior to or subsequent to acceptance of any offer, negotiate changes to the terms and conditions of the RFO or to the purchase and sale of the property with any one or more potential purchasers without having any duty or obligation to advise any other potential purchasers or to allow them to amend their offers as a result of such changes.
15. The School District makes no representations or warranties concerning the completeness or accuracy of any information contained in the Request for Offers, which is provided for convenience only, and the School District is not responsible for any errors or omissions in the Request for Offers or the Offer to Purchase Form. It remains the sole and exclusive responsibility of potential purchasers to carry out, through professional advisors where deemed appropriate, all due diligence inquiries concerning the nature and characteristics of the lands and improvements.
16. All potential purchasers, by submitting an offer, 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 Offers 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 purchasers an agreement deemed acceptable by the School District or its responsible employee or employees.
17. If, with respect to anything relating to this Request for Offers 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.
18. Potential purchasers working with a real estate agent are encouraged to respond to this RFO but any compensation for the realty services is the sole responsibility of the potential purchaser. 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.



19. Each potential purchaser, by submitting a response, warrants that to the best of the potential purchaser'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):

- Family<sup>1</sup> 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 Associates<sup>2</sup> 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.

<sup>1</sup> Family includes parents, spouse, children, and anyone living in your household

<sup>2</sup> Business associate includes partnership, shareholder, or an incorporated company

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

- Request for Offers Notice April 13, 2022
- Receipt of Offers/Closing Date May 13, 2022
- Estimate date Offer presented to School Board End of May, 2022
- Estimated date Offer accepted, by bylaw, by the Board of Education, June, or July of 2022
- Deposit of 25% to be paid within 2 business days of receipt of written confirmation that the offer was accepted
- Estimate completion/possession date no later than 60 days upon receipt of written confirmation from Secretary-Treasurer that their bid was successful.





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**SECTION IV**  
**Offer to Purchase Form**

Offer to purchase:

**Poplar Glade Property**

Civic Address: 845 11<sup>th</sup> Avenue N., Williams Lake B.C.

Legal Description: Lot 12, District Lot 588, Cariboo District Plan 15518

PID: 015-756-190

(this parcel and the improvements thereon are collectively called the "Property") otherwise known as "Poplar Glade Site."

The undersigned (the "Purchaser") hereby offers to purchase the Property from the School District for the price of:

\$ \_\_\_\_\_ (Canadian funds).

The Purchaser shall, in addition, pay all applicable taxes, including GST and Property Transfer Tax.

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 Offer (RFO) package, which are hereby incorporated into this offer.

Within two (2) business days of the Offer to Purchase Form signed by both the Purchaser and the School District (thereby forming a contract of Purchase and Sale) a deposit of twenty five percent (25%) must be submitted by certified cheque or bank draft made payable to the School District. If the deposit has not been received by the School District within two (2) business days of a signed offer, the offer may, at the School District's sole discretion, be considered null and void. No interest will be payable on any deposit, whether or not the offer is accepted. If an offer is accepted and the Purchaser fails to carry out its obligations under this agreement, then the deposit 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 deposit will be retained by the School District and credited towards the purchase price.

The Property 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 Purchaser 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 sale will be completed at the earliest on \_\_\_\_\_, 2022 (the “completion date”) at the appropriate Land Title Office. Tender or payment of monies by the undersigned to the School District will be by way of certified cheque, bank draft or lawyer's trust cheque.

All documents required to give effect to the agreement formed upon acceptance of this offer will be delivered in registrable form by the Purchaser and shall be lodged for registration in the appropriate Land Title Office on or before the Completion date.

Time shall be of the essence.

The Purchaser will bear all costs of the conveyance (including but not limited to documents to be deposited at the Land Title Office and a statement of adjustments) and any costs related to arranging a mortgage.

The Purchaser will have possession of the property at 12:01 pm on the completion date.

The Purchaser will assume and pay all taxes, rates, local improvement assessments, fuel, utilities, and other charges from and including the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of the completion date.

The Property will be and remain at the risk of the School District until 12:00pm (noon) on the completion date. After that time, the Property will be at the risk of the Purchaser.

The purchase price includes all buildings, improvements, fixtures, appurtenances and attachments, and all window coverings, appliances and furniture located on the Property on the completion date.

The Purchaser acknowledges, covenants, and agrees that:

- (a) the Property is sold to it “as is, where is” on the completion date;
- (b) it has reviewed and accepted the state of title, including all permitted encumbrances;
- (c) in entering into this Agreement, 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;



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- (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;
- (d) There are no representations, warranties, guarantees, promises or agreements other than those set out herein;
- (e) it will, from and after the Completion date:
- (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



as a result of any default by the Purchaser under the Permitted Encumbrances, from and after the Completion date; and

- (v) without limiting the foregoing, enter into any agreement required by the terms and conditions of any of the Permitted Encumbrances, including an agreement to be bound by the terms and conditions of the Permitted Encumbrance, from and after the completion date;
- (f) the School District is under no obligation, express or implied, to provide financial assistance or to contribute, in any way, to the Purchaser's cost of purchasing, servicing, or developing the Property or to assist the Purchaser in obtaining any permits or approvals in connection with the Property;
- (g) nothing in this Agreement constitutes the Purchaser as the agent, joint venturer, or partner of the School District.

Upon the School District and the Purchaser signing this document, a binding contract of purchase and sale will come into existence.

If the Purchaser is relying upon a new mortgage to finance the purchase price, the Purchaser, who will still be required to pay the purchase price on the completion date, may wait to pay the purchase price to the School District until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office but only if, before such lodging, the Purchaser has made available for tender to the School District that portion of the purchase price not secured by the new mortgage and fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration and made available to the School District, a lawyer's undertaking to pay the purchase price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds. It will be a condition of the closing that all matters of payment, execution and delivery of documents and acceptance for registration of the appropriate documents in the appropriate offices of public record all under the terms of this Agreement will be considered to be concurrent requirements, and it is agreed that nothing will be completed at the closing until everything required as a condition precedent at the closing has been paid, executed and delivered and until the Freehold Transfer and New Mortgage, if any, has been accepted for registration as provided above.

The Secretary-Treasurer of the School District may accept this offer 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 this offer on or before \_\_\_\_\_, 2022 (in which case the School District must return the deposit without interest) and the School District will have no further liability.

The Purchaser agrees not to revoke this offer prior to \_\_\_\_\_, 2022. The consideration moving from the School District to the Purchaser in return for the Purchaser's agreement not to revoke this offer prior to \_\_\_\_\_, 2022 is the agreement by the School District to pay the purchaser \$150.00 on demand if the School District does not, by bylaw, approve this offer on or before \_\_\_\_\_, 2022.



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The purchaser will not, on or before the completion date, assign, transfer or dispose of its rights under this Agreement, in whole or in part,

- (a) without the prior written consent of the School District, which consent may be withheld by the School District in its sole discretion, and
- (b) unless the assignee or transferee of such rights has entered into a binding written agreement pursuant to which it covenants and agrees with the School District to be bound by all of the conditions, covenants, obligations, and agreements of the Purchaser under this Agreement.

In this Agreement, the singular includes the plural, and vice versa.

Any communication to the School District must be made through:

Harinder Singh, Secretary-Treasurer  
School District No. 27 (Cariboo-Chilcotin)  
350 North 2<sup>nd</sup> Avenue  
Williams Lake, BC V2G 1Z9

Phone: 250.398.3824  
Email: [harinder.singh@sd27.bc.ca](mailto:harinder.singh@sd27.bc.ca)

**Please note:**

Only the notices and communications sent via email and courier shall be valid and binding.



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**This Offer to Purchase Form is submitted and authorized by:**

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Signature of Authorized Purchaser

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Date

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Signature of 2<sup>nd</sup> Authorized Purchaser

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Date

**Purchaser Information**

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Name of Organization (please print)

---

Organization Phone

---

Authorized Purchaser Name (please print)

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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):

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Harinder Singh  
Secretary-Treasurer

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Date