Request for Proposals

For

Demolition of the Former Johnson Tarbutt Public School and/or Sale of Properties Surplus to the Board’s Needs

Request for Proposals No.: 201609-001

Issued: Monday, September 12, 2016

Submission Deadline: Friday September 30, 2016 – 4:00 p.m local time
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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Algoma District School Board (“ADSB”) to prospective proponents to submit proposals for the provision of the demolition of the former Johnson Tarbutt Public School and/or Sale of Properties Surplus to the Board’s Needs, as further described in the RFP Particulars (Appendix C) (the “Deliverables”).

The goal of the Board is to divest itself of buildings that have been declared surplus to the Board’s needs as determined through its Capital Plan. At this time, this means that the Board would like to demolish one building:

- (Former Johnson Tarbutt Public School - 5 Margaret St., Desbarats, ON P0R 1E0) and keep the property.

As well, the Board would like to sell the following properties and/or buildings:

2. Former Adult Education Centre, 50 Roman Ave, Elliot Lake, ON P5A 1R9 (It is understood by the Bidder that a bid cannot be accepted formally by the Board until following the circulation period of 90 days to designated agencies within the Ministry of Education regulation 444/98, which is after the date of November 29, 2016).

As a teaching and learning organization, the Algoma District School Board exists to help all learners reach their fullest potential as “confident learners, caring citizens.” We are dedicated to providing a pathway for every learner in a public education system that is open, accessible and welcoming to all.

The Algoma District School Board has schools and serves communities located in an area that runs from Horneypayne, north of Sault Ste. Marie, to Spanish, east of Sault Ste. Marie and points in between.
List of schools and other information for Algoma District School Board available at: www.adsb.on.ca

The Algoma District School Board serves a geographic area of 70,534 square kilometers and encompasses communities along the north shore of Lake Huron from Spanish to Sault Ste. Marie and the communities of Central Algoma from Bruce Mines to Echo Bay and along the east coast of Lake Superior from Sault Ste. Marie to Hornepayne.

1.2 RFP Contact
For the purposes of this procurement process, the “RFP Contact” will be:

Joe Santa Maria, Superintendent of Business {santamj@adsb.on.ca}

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of ADSB, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

1.3 Type of Contract for Deliverables
The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with ADSB for the provision of the Deliverables.

1.4 RFP Timetable

<table>
<thead>
<tr>
<th>Issue Date of RFP</th>
<th>Monday, September 12, 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deadline for Questions</td>
<td>Wednesday, September 21, 2016</td>
</tr>
<tr>
<td>Deadline for Issuing Addenda</td>
<td>Thursday, September 22, 2016</td>
</tr>
<tr>
<td>Submission Deadline</td>
<td>Friday, September 30, 2016 – 4:00 P.M. Local Time</td>
</tr>
</tbody>
</table>
The RFP timetable is tentative only, and may be changed by ADSB at any time.

Interested Parties can inquire and view properties in question by contacting our Plant Department at (705)945-7313 and speaking with David Steele, Manager of Plant Department {steeled@adsb.on.ca}.

1.5 Submission of Proposals

1.5.1 Proposals to be Submitted at the Prescribed Location
Proposals must be submitted at:

ADSB Plant Department, 190 Northern Avenue, Sault Ste. Marie, On P6B 4H6

1.5.2 Proposals to be Submitted on Time
Proposals must be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected.

1.5.3 Proposals to be Submitted in Prescribed Format
Proponents should submit 3 hard copies of their proposal. Proposals should be prominently marked with the RFP title and number (see RFP cover), with the full legal name and return address of the proponent.

1.5.4 Amendment of Proposals
Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

1.5.5 Withdrawal of Proposals
At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent. ADSB is under no obligation to return withdrawn proposals.

[End of Part 1]
PART 2 – EVALUATION AND NEGOTIATION

2.1 Stages of Evaluation and Negotiation
ADSB will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I – Mandatory Submission Requirements
Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, ADSB will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be excluded from further consideration. The Rectification Period will begin to run from the date and time that ADSB issues a rectification notice to the proponent. The mandatory submission requirements are as set out below.

2.2.1 Submission Form (Appendix A)
Each proposal must include a Submission Form (Appendix A) completed and signed by an authorized representative of the proponent.

2.2.2 Pricing Form (Appendix B)
Each proposal must include a Pricing Form (Appendix B) completed according to the instructions contained in the form.

2.2.3 Other Mandatory Submission Requirements
N/A

2.3 Stage II – Evaluation
Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements
ADSB will review the proposals to determine whether the mandatory technical requirements as set out in Section C of the RFP Particulars (Appendix C) have been met. Questions or queries on the part of ADSB as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.2 Rated Criteria
ADSB will evaluate each qualified proposal on the basis of the rated criteria as set out in Section D of the RFP Particulars (Appendix C).

2.4 Stage III – Pricing
Stage III will consist of a scoring of the submitted pricing in accordance with the price evaluation method set out in the Pricing Form (Appendix B). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

2.5 Stage IV – Concurrent Negotiations and the Best and Final Offer (BAFO) Process

2.5.1 Initial Ranking of Proponents
After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores.
2.5.2 Concurrent Negotiations and BAFO Process
ADSB reserves the right to invite the top 3 ranked proponents to enter into concurrent negotiations. During these concurrent negotiations, ADSB will provide each proponent with any additional information and will seek further information and proposal improvements from each proponent. After the expiration of the concurrent negotiation period, each proponent will be invited to revise its initial proposal and submit its BAFO to ADSB.

2.5.3 Evaluation of BAFO and Final Ranking of Proponents
Each BAFO will be evaluated against the criteria set out in Appendix B and C and will be assigned a final ranking using the same process set out above. The top-ranked proponent based on the evaluation of the BAFOs will receive a written invitation to enter into a final round of negotiations to finalize the agreement with ADSB. In the event of a tie, the selected proponent will be the proponent with the lowest price. The second tie breaker option will be scores on rated criteria. The third tie breaker option will be by way of coin toss.

2.5.4 Option not to Engage in BAFO
If after the completion of Stage III, ADSB may choose not to engage in the concurrent negotiations and BAFO process and may proceed directly to contract negotiations with the top-ranked proponent.

2.6 Stage V - Contract Negotiations

2.6.1 Contract Negotiation Process
Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of ADSB or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Scope of Work/ Demolition Requirements (Appendix D) and the bids for properties (Appendix B) are to form the basis for commencing negotiations between ADSB and the selected proponent. Negotiations may include requests by ADSB for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by ADSB for improved pricing or performance terms from the proponent.

2.6.2 Time Period for Negotiations
ADSB intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date ADSB invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

2.6.3 Failure to Enter into Agreement
If the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, ADSB may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until ADSB elects to cancel the RFP process.

2.6.4 Notification to Other Proponents
Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent. Once an agreement is finalized and executed by ADSB and a proponent, the other proponents will be notified by public posting in the same manner that this RFP was originally posted.

[End of Part 2]
PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions
Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.2 Proposals in English
All proposals are to be in English only.

3.1.3 No Incorporation by Reference
The entire content of the proponent’s proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent’s proposal but not attached will not be considered to form part of its proposal.

3.1.4 References and Past Performance
In the evaluation process, ADSB may include information provided by the proponent’s references and may also consider the proponent’s past performance or conduct on previous contracts with ADSB or other institutions.

3.1.5 Information in RFP Only an Estimate
ADSB and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent’s responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 Proponents to Bear Their Own Costs
The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Proposal to be Retained by ADSB
ADSB will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.8 Trade Agreements
Proponents should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade are subject to that trade agreement but that the rights and obligations of the parties will be governed by the specific terms of this RFP.

3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract
ADSB makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. ADSB may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.
3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP
Proponents should promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. ADSB is under no obligation to provide additional information, and ADSB is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. ADSB is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda
This RFP may be amended only by addendum in accordance with this section. If ADSB, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by ADSB. In the Submission Form (Appendix A), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline
If ADSB determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, ADSB may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement
When evaluating proposals, ADSB may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent’s proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section C of the RFP Particulars (Appendix C). ADSB may revisit and re-evaluate the proponent’s response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents
Once an agreement is executed by ADSB and a proponent, the other proponents may be notified directly in writing and will be notified by public posting in the same manner that this RFP was originally posted of the outcome of the procurement process.

3.3.2 Debriefing
Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.3.3 Procurement Protest Procedure
If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact within twenty (20) days of being notified of the outcome of the procurement process. The
notice must provide a detailed explanation of the proponent’s concerns with the procurement process or its outcome. ADSB will acknowledge receipt of the notice and will review and provide a written response to the proponent’s concerns within twenty (20) days of receipt. Proponents are strongly encouraged to request and attend a debrief prior to initiating a protest. ADSB’s protest procedures are separate and distinct from the dispute resolution process under the Agreement on Internal Trade (AIT) or any other applicable trade agreement. If a proponent wishes to dispute a matter or bring a complaint under an applicable trade agreement, the proponent must follow the process set out in the trade agreement, which may differ from the process described here.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest
ADSB may disqualify a proponent for any conduct, situation or circumstances, determined by ADSB, in its sole and absolute discretion, to constitute a Conflict of Interest, as defined in the Submission Form (Appendix A).

3.4.2 Disqualification for Prohibited Conduct
ADSB may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if ADSB determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.3 Prohibited Proponent Communications
Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix A).

3.4.4 Proponent Not to Communicate with Media
Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.5 No Lobbying
Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

3.4.6 Illegal or Unethical Conduct
Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of ADSB; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.7 Past Performance or Past Conduct
ADSB may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:
(a) illegal or unethical conduct as described above;
(b) the refusal of the supplier to honour its submitted pricing or other commitments; or
(c) any conduct, situation or circumstance determined by ADSB, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of ADSB
All information provided by or obtained from ADSB in any form in connection with this RFP either before or after the issuance of this RFP

(a) is the sole property of ADSB and must be treated as confidential;
(b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
(c) must not be disclosed without prior written authorization from ADSB; and
(d) must be returned by the proponent to ADSB immediately upon the request of ADSB.

3.5.2 Confidential Information of Proponent
A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by ADSB. The confidentiality of such information will be maintained by ADSB, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by ADSB to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

3.6 Procurement Process Non-binding

3.6.1 No Contract A and No Claims
This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

(a) this RFP will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and

(b) neither the proponent nor ADSB will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.
3.6.2 No Contract until Execution of Written Agreement
This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and ADSB by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-binding Price Estimates
While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of ADSB to enter into an agreement for the Deliverables.

3.6.4 Cancellation
ADSB may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation
These Terms and Conditions of the RFP Process (Part 3):

(a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);

(b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and

(c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]
APPENDIX A – SUBMISSION FORM

1. Proponent Information

Please fill out the following form, naming one person to be the proponent’s contact for the RFP process and for any clarifications or communication that might be necessary.

<table>
<thead>
<tr>
<th>Full Legal Name of Proponent:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any Other Relevant Name under which Proponent Carries on Business:</td>
</tr>
<tr>
<td>Street Address:</td>
</tr>
<tr>
<td>City, Province/State:</td>
</tr>
<tr>
<td>Postal Code:</td>
</tr>
<tr>
<td>Phone Number:</td>
</tr>
<tr>
<td>Fax Number:</td>
</tr>
<tr>
<td>Company Website (if any):</td>
</tr>
<tr>
<td>Proponent Contact Name and Title:</td>
</tr>
<tr>
<td>Proponent Contact Phone:</td>
</tr>
<tr>
<td>Proponent Contact Fax:</td>
</tr>
<tr>
<td>Proponent Contact Email:</td>
</tr>
</tbody>
</table>

2. Acknowledgment of Non-binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between ADSB and the proponent unless and until ADSB and the proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in the completed Pricing Form (Appendix B).

4. Non-binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in the Pricing Form (Appendix B). The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.
5. **Addenda**

The proponent is deemed to have read and taken into account all addenda issued by ADSB prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word “None”, on the following line: ____________________________. If this section is not completed, the proponent will be deemed to have received all posted addenda.

6. **No Prohibited Conduct**

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

7. **Conflict of Interest**

For the purposes of this RFP, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

(a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of ADSB in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or

(b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

For the purposes of section (a)(i) above, proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; AND (b) were employees of ADSB within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

☐ The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.
If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

8. Disclosure of Information
The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by ADSB to the advisers retained by ADSB to advise or assist with the RFP process, including with respect to the evaluation this proposal.

_________________________________________  ______________________________________
Signature of Witness  Signature of Proponent Representative

_________________________________________
Name of Witness  Name of Proponent Representative

_________________________________________
Title of Proponent Representative

_________________________________________
Date
I have the authority to bind the proponent.
APPENDIX B – PRICING FORM

1. Instructions on How to Complete Pricing Form
   (a) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
   
   (b) Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

   Please see Section D of Appendix C below.

   Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated in accordance with the following formula:

   \[
   \text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}
   \]

3. Pricing Form

   There shall be 3 options for submission:

   1. Submit a Price for the demolition only
   2. Submit offers for the sale of individual Properties interested in only
   3. Submit a Price for the demolition and a separate offer for each property (does not necessarily mean all properties require an offer).
Appendix B – Pricing Form

To Bidder: Please complete one copy of this form.

1. Demolition of former Johnson Tarbutt Public School
   5 Margaret St. Desbarats, ON P0R 1E0

2. Offers for Properties {Points assigned only to be measured against a
   combined proposal bid}:
   a. Former Manitou Park Public School (PS)
      Property and Building, 92 Manitou Drive,
      Sault Ste. Marie, ON P6B 5K6 {25 Points}
   b. Former Adult Education Centre, 50 Roman Ave.
      Elliot Lake, ON P5A 1R9 {25 Points}

   (It is understood by the Bidder that a bid cannot
   be accepted formally by the Board until following
   the circulation period of 90 days to designated
   agencies within the Ministry of Education
   regulation 444/98, which is following the date
   of November 29, 2016)

Name of Bidder:

Address (with Postal Code):

Telephone:

The deadline for submitting offers is 4:00pm (local time) on Friday September 30, 2016.
The lowest or any Proposal for the demolition portion may not necessarily be accepted. The highest or any offer for purchase of surplus properties may not necessarily be accepted. The Board is bound by Ministry of Education regulation to sell property at Fair Market Value. Bidders should consider this stipulation when submitting their bid. The Board reserves the right to negotiate with bidders to achieve Fair Market Value, satisfactory to the Board and the Ministry of Education.

Envelopes must be sealed and marked **RFP # 201609-001 “Request for Proposals For Demolition of former Johnson Tarbutt Public School and/or Sale of Properties”** and addressed to:

Algoma District School Board  
Plant Department  
190 Northern Avenue  
Sault Ste. Marie, ON P6B 4H6  
ATTENTION: Superintendent of Business

__________________________  
**Date**

__________________________  
**Name of Bidder**

__________________________  
**Signature**
A. THE DELIVERABLES

The goal of the Board is to divest itself of buildings that have been declared surplus to the Board’s needs as determined through its Capital Plan. At this time, this means that the Board would like to demolish one building:

- Former Johnson Tarbutt Public School - 5 Margaret St., Desbarats, ON P0R 1E0) and keep the property.

As well, the Board would like to sell the following properties and/or buildings:

2. Former Adult Education Centre, 50 Roman Ave, Elliot Lake, ON P5A 1R9 (It is understood by the Bidder that a bid cannot be accepted formally by the Board until following the circulation period of 90 days to designated agencies within the Ministry of Education regulation 444/98, which is after the date of November 29, 2016).

The successful proponent will be required to demolish the building according to the ADSB Scope of Work attached.

### ALGOMA DISTRICT SCHOOL BOARD
### DISPOSAL OF SURPLUS PROPERTIES

<table>
<thead>
<tr>
<th>Location</th>
<th>Former School Name/Address</th>
<th>PIN/Roll Number</th>
<th>Description</th>
<th>Size of Property</th>
<th>Legal Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elliot Lake, ON</td>
<td>Former Elliot Lake Adult Education Centre</td>
<td>574100000717</td>
<td>Main Building and Land</td>
<td>2.76 Acres</td>
<td>PLAN M153 BLOCK P. PARCEL 5015 ALGOMA EAST SECTION</td>
</tr>
<tr>
<td></td>
<td>50 Roman Avenue Elliot Lake, ON P5A 1R9</td>
<td>2000000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sault Ste. Marie, ON</td>
<td>Former Manitou Park Public School 92 Manitou Drive Sault Ste. Marie, ON P6B 5K6</td>
<td>576103000203</td>
<td>Main Public School and Land</td>
<td>3.92 Acres</td>
<td>PLAN h436 LOT131 TO 137 BLK A</td>
</tr>
<tr>
<td></td>
<td>92 Manitou Drive</td>
<td>2000000</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
B. MATERIAL DISCLOSURES

N/A

C. MANDATORY TECHNICAL REQUIREMENTS

The mandatory technical requirements that apply to this RFP, if any, are set out below.

1. A copy of the ADSB Scope of Work (Appendix D), is attached. Arrangements to review existing building drawings and to obtain designated substance reports if required can be made by contacting the ADSB Plant Department at (705)945-7313 and speaking with David Steele, Manager of Plant.

2. Proponents shall furnish evidence satisfactory to ADSB of their financial ability to complete the proposed work properly within the specified time. The evidence provided may, without being limited thereto, include the following:

   (a) Past performance record listing work of a similar character and proportions which he has demolished, giving the name of the owner, date and cost.

   (b) An itemized list of the Proponent’s equipment available for use on the proposed demolition.

   (c) A listing of the major parts of the work which are proposed to be sublet.

   (d) Evidence that the Proponent is licensed to do business in the Province of Ontario.

D. RATED CRITERIA

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

I: Rating Criteria for Demolition

<table>
<thead>
<tr>
<th>Rated Criteria Category</th>
<th>Weighting (Points)</th>
</tr>
</thead>
<tbody>
<tr>
<td>D.1 Experience and Qualifications for Demolition</td>
<td><strong>25 points</strong></td>
</tr>
<tr>
<td>D.2 References</td>
<td><strong>15 points</strong></td>
</tr>
<tr>
<td>Pricing</td>
<td><strong>60 points</strong></td>
</tr>
<tr>
<td>Total Points</td>
<td><strong>100 points</strong></td>
</tr>
</tbody>
</table>

II. Rating Criteria for Sale of Property/Land (Points for individual properties will only be measured against a combined proposal. If there is no combined proposal then the highest price for the property will govern selection)

<table>
<thead>
<tr>
<th>Rated Criteria Category</th>
<th>Weighting (Points)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pricing (as long as the purchaser meets the Board’s expectations in line with Board mission, vision and values (i.e. Future intentions for use))</td>
<td><strong>100% of points</strong></td>
</tr>
<tr>
<td>Total Points</td>
<td><strong>100 points</strong></td>
</tr>
</tbody>
</table>
III. Rating for Combined Proposals

Where a combined proposal is submitted for the acquisition of a property and demolition work, the following ranking process will be applied:

After the submission of best and final offers, a combined bid will be selected if the total score for the properties included in that combined bid exceeds the total score when adding together the best individual scores for each property contained in the combined bid.

D.1 Experience and Qualifications for Demolition
Each proponent should provide the following in its proposal:

(a) a brief description of the proponent;

(b) a description of the goods and services the proponent has previously delivered and/or is currently delivering, with an emphasis on experience and qualifications relevant to the Deliverables;

(c) the roles and responsibilities of the proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise;

(d) its knowledge, skills and expertise with demolition.

D.2 References
Each proponent is requested to provide three (3) references from clients who have obtained goods or services similar to those requested in this RFP from the proponent in the last 4 years.
APPENDIX D – SCOPE OF WORK/DEMOLITION REQUIREMENTS

1. Contractor shall perform all work required to completely demolish the former Johnson Tarbutt Public School facility. Removal of the main building including all footings, slabs, foundations, structures and appurtenances, this will include but not limited to all other buildings, parking lots, curbs, underground utilities, fences, etc. on the property as required.

Removal and disposal of all designated substances and hazardous materials within the building are also to be included.

Contractor will be responsible for all costs associated with organizing, disconnecting and abandoning all existing utility services at the property line including permits if required.

A Designated Substance and Hazardous Material Survey can be provided for reference only. The ADSB does not warrant the accuracy of the information when provided. The Proponent must satisfy himself that quantities noted within the report are accurate and encourage them to determine the full scope of the work by visiting the site. Contractor may arrange for a site visit by contacting the ADSB Plant Department.

Soil remediation due to contaminated soils is not known at this time and shall not be included in the scope of work.

2. The work will also include for the removal and disposal of all building and construction materials off site in accordance with all related Acts, Regulations, Bylaws, Guidelines and Legislation. The work will also include the removal and disposal of any debris/waste, appliances, furniture, etc. that has been left within the premises.

3. When finished the site is to be left properly graded complete with a 75 mm layer of topsoil and seed.

4. The ADSB requires that all work be completed using qualified licensed contractors capable of performing such work and in accordance with all Municipal, Provincial and Federal Acts and Regulations. Demolition of building is to be completed by, December 1, 2016 with all final site restoration complete by May 1, 2017.

5. If the proposal is accepted the Contractor will be required to enter into a formal agreement with the ADSB and follow ADSB Standard Demolition General Requirements. Form of contract shall be the standard CCDC 2 (2008) as amended by the ADSB.

6. The Contractor will be required to submit a Certificate of Clearance from the WSIB proving that they are in good standing prior to starting work and agree to provide regular declarations for the duration of the work.

7. The Contractor must be able to provide and maintain minimum a $5,000,000 liability Insurance coverage for the duration of the work.
8. Prior to starting any work the Contractor will be required to provide adequate surety to guarantee the work is completed, acceptable form of surety shall be performance bond, certified check or other means as agreed to by the ADSB in the amount of 20 (twenty) % of the final contract price.

9. After the contract has been awarded the following documents will be required from the Contractor for review and or approval prior to any demolition related activities being carried out:

   a) Demolition Schedule
   b) List of subcontractors
   c) Abatement and/or Encapsulation Plan
   d) Demolition Permit
   e) Waste Audit and Waste Reduction Work Plan

In order to avoid any misunderstanding as to the nature of the work to be performed herein, the Contractor by executing this contract unequivocally acknowledges that he is the constructor within the meaning of the "Occupational Health and Safety Act, 2007, and Regulations for Construction Projects", and the Contractor undertakes to carry out the duties and responsibilities of a constructor with respect to the work.

   It is specifically drawn to the attention of the tenderer that the Occupational Health and Safety Act provides in addition to other matters that,

   "A constructor shall ensure on a project undertaken by the constructor that,

   a) The measures and procedures prescribed by the Act and the regulations are carried out on the project;
   b) Every employer and every worker performing work on the project complies with this Act and the regulations; and
   c) The health and safety of workers on the project is protected."

   The "Constructor" shall notify the Ministry of Labour of the project prior to the commencement of work. A copy of such notification is to be forwarded to the ADSB.

The Contractor will agree to save harmless the ADSB during the term of the contract, from all fines, claims, demands, losses, costs, damages, actions, suits or proceedings of any kind whatsoever for which the ADSB shall or may become liable or suffer by reasons of, or in any way relating to awarding this proposal.