THE CORPORATION OF THE CITY OF LONDON

REQUEST FOR EXPRESSION OF INTEREST 14-08
ADAPTIVE RE-USE OF LORNE AVENUE PUBLIC SCHOOL

SUBMISSIONS MUST BE RECEIVED BY PURCHASING AND SUPPLY IN A SEALED ENVELOPE CLEARLY MARKED WITH THE NAME AND ADDRESS OF THE RESPONDER, TITLE OF FILE, AND FILE NUMBER. COMPLETED SUBMISSIONS CAN BE MAILED TO PURCHASING AND SUPPLY, P.O. BOX 5035, LONDON, ONTARIO N6A 4L9 OR HAND DELIVERED TO PURCHASING & SUPPLY, 267 DUNDAS STREET, 4TH FLOOR., LONDON, ONTARIO. FAILURE TO SUBMIT AS REQUESTED WILL RESULT IN IT BEING DISQUALIFIED.

DOCUMENTS ARE AVAILABLE FOR DOWNLOAD FROM BIDDINGO (WWW.BIDDINGO.COM) OR PICK-UP AT THE CITY OF LONDON’S PURCHASING AND SUPPLY OFFICE. ONLY SUBMISSIONS RECEIVED FROM RESPONDENTS WHO HAVE OBTAINED THE DOCUMENTS DIRECTLY FROM BIDDINGO OR THE CITY OF LONDON’S PURCHASING AND SUPPLY OFFICE WILL BE CONSIDERED. RESPONDENTS WHO HAVE NOT OBTAINED THEIR DOCUMENTS THROUGH EITHER OF THESE TWO (2) ACCEPTABLE METHODS SHALL HAVE THEIR SUBMISSION DISQUALIFIED.
REQUEST FOR EXPRESION OF INTEREST CHECKLIST

1. Signature Page – Original Signature in Ink

2. Have you acknowledged the number of addenda issued in the appropriate space provided in section 12.6 of the Signature Page

3. Have you purchased the Bid Documents at the City of London’s Purchasing and Supply Office (hard copy) or from Biddingo @ www.Biddingo.com (electronic copy)?

FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA ON THE SIGNATURE PAGE WILL RESULT IN YOUR SUBMISSION BEING REJECTED
1. **DEFINITIONS PERTAINING TO THE CONDITIONS, INSTRUCTIONS & INFORMATION LISTED BELOW**
   
   Request for bids: is used in place of request for tender, quote, proposal, and information in the appropriate context
   
   Bidder: a person, corporation or other entity that responds, or intends to respond to a request for bids
   
   Successful Bidder: a person, corporation or other entity that is awarded the contract or purchase order resulting from a request for bids

2. **WARRANTIES FOR USAGE**
   
   Whenever requests for bids are issued, seeking a source of supply for materials or services, the quantities or usage shown are estimated ONLY unless otherwise stated. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for Bidder’s information ONLY and will be used for tabulation and presentation of bid prices and the City reserves the right to increase or decrease quantities as required.

3. **BRAND NAMES**
   
   If and wherever in the specification a brand name, make, name of any manufacturer, trade name or vendor catalogue number is mentioned, it is for the purpose of establishing a grade or quality of material only, unless specified otherwise. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR APPROVED EQUAL" may be added. However, if a product other than the specified is bid, it is the Bidder’s responsibility to name such product within the submitted document and to prove to the City that said product is equal to the specifications and to submit brochures, samples and/or specifications in detail on item(s) bid. The City shall be the judge concerning the merits of bids submitted.

4. **SAMPLES AND DEMONSTRATIONS**
   
   Evidence in the form of samples may be requested. Such samples are to be furnished after the date of request for bids opening, only upon request of the City, unless otherwise stated in the document. If samples are requested, samples must be received by the City no later than seven (7) days after formal request is made. When required, the City may request full demonstrations of any unit/s bid prior to the award of any contract. Samples, when requested, must be furnished free of expense to the City and, if not used in testing, or destroyed, will, upon request within thirty (30) days of award, be returned at the Bidder’s expense. Samples are not to be mailed with bid submission, but must be mailed under separate cover, addressed to Purchasing & Supply, 267 Dundas Street, or P.O. Box 5035, London, Ontario N6A 4L9.

5. **QUALITY**
   
   All materials used for the manufacture or construction of any supplies, materials or equipment covered by this request for bids shall be new. The items must be new, the latest model, of the best quality and highest grade workmanship.

6. **ACCEPTANCE OF MATERIAL**
   
   The material delivered under this request for bids shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein and be fully in accord with the specifications and of the highest quality. In the event the material and/or service supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller’s expense.

7. **VARIATIONS TO SPECIFICATIONS**
   
   For purposes of evaluation, Bidders MUST indicate any variances from our specifications, terms and/or conditions, no matter how slight. If variations are not stated or referenced in the space provided on the Form of Tender / Quotation / Proposal, it will be assumed the product or service fully complies with the City’s specifications, terms and conditions.

8. **DELIVERY**
   
   Time will be of the essence for any orders placed as a result of this requests for bids. The City reserves the right to cancel such orders, or any part thereof, without obligations if delivery is not made at the time(s) specified.

9. **DEFAULT PROVISION**
   
   In cases of default by the Successful Bidder, the City may take such action as it deems appropriate, including the procurement of the articles or services from other sources and holding the Successful Bidder responsible for any excess costs occasioned or incurred thereby.

10. **COPYRIGHTS OR PATENT RIGHTS**
    
    The Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

11. **SAFETY STANDARDS**
    
    The Bidder warrants that the product supplied to the City conforms in all respects to the standards set forth by Federal and Provincial agencies and failure to comply with this condition will be considered a breach of contract.

12. **MANUFACTURER’S CERTIFICATION**
    
    The City reserves the right to request from the Bidder separate manufacturer’s certification of all statements made in the bid document.
13. **SIGNED BID TO BE CONSIDERED AN OFFER**

The submission of an originally signed bid document to the City shall be deemed to constitute an "Offer" which may be accepted, at the option of the City by:

a) written acknowledgement of acceptance, OR
b) the issuance of a “purchase order”

And upon such acceptance the terms, conditions and specifications herein set forth shall be confirmed and binding upon the City and the Bidder.

Upon acceptance of the bid, both parties hereto agree to do everything necessary to ensure that the terms of this agreement take effect.

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to enforce such provision or to seek damages for the breach thereof. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform his undertakings hereunder when such delay or failure is due to fires, strikes, floods, Acts of God or the Queen's enemies, lawful acts of public authorities or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

14. **ORAL INSTRUCTIONS OR SUGGESTIONS**

The City will assume no responsibility for oral instruction or suggestions. All official correspondence in regard to the specifications should be directed to and will be issued by the Manager of Purchasing & Supply.

15. **DISCREPANCIES AND OMISSIONS**

Should the Bidder find discrepancies in, or omissions from the specifications, or should he be in doubt as to their meaning, he shall notify the Manager - Purchasing & Supply who may, if necessary, issue Addenda through Biddingo.com.

16. **SPECIFICATIONS**

No Successful Bidder is relieved from supplying all components necessary to render the material(s) and/or service(s) fit for the use specified in the governing documents merely because detailed specifications on the various components are not set out in the documents.

17. **RESERVATIONS FOR REJECTION AND AWARD**

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities and to request rebids on the required material(s). It further reserves the right to award the contract on split-order basis, lump sum or individual item basis or such combination as shall best serve the interests of the City in the opinion of the Manager - Purchasing & Supply and the applicable Department, unless otherwise stated.

The City also reserves the right to waive minor variations to specifications (interpretation of minor variances will be made by the applicable Department personnel).

18. **BID ATTACHMENTS**

A response to a request for bids which has attached a condition of sale or any other attachment which alters the specifications, conditions or terms, or makes it subordinate, may be cause for rejection.

19. **ADDITIONAL GENERAL CONDITIONS**

Instructions to Bidders and Information for Bidders dealing with the specific requirements of this request for bids are included in the attached request for bid documents.

20. **SUCCESSORS AND ASSIGNS**

The contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

21. **SUB-CONTRACTS**

The Successful Bidder shall not, without the written consent of the City, make any assignment or sub-contract for the provision of any goods or services hereby bid on.

22. **WARRANTY**

In supplement of, and not by way of substitution for the terms and conditions or any warranty stipulated or implied by law and notwithstanding prior acceptance by the City, the Successful Bidder will at any time within 3 months of delivery thereof, and at their expense replace any goods which are or become defective as a result of faulty or inefficient manufacture, materials or workmanship.

23. **LAWS**

It is agreed that the goods and services supplied shall comply with all Federal laws and other Province of Ontario laws applying thereto.
REQUEST FOR EXPRESSION OF INTEREST 14-08
ADAPTIVE RE-USE OF LORNE AVENUE PUBLIC SCHOOL

Sealed submissions for the Adaptive Re-Use of Lorne Avenue Public School, will be received by Purchasing and Supply, in a sealed envelope up to Monday, February 17, 2:00 pm, Local Time,
MONDAY, MARCH 17, 2014

1.0 PURPOSE

The Corporation of the City of London (hereinafter referred to as the City) is issuing this Request for Expression of Interest (hereinafter referred to as REOI) from businesses and organizations who are interested in leasing and maintaining all, or a portion of, the surplus space within Lorne Avenue Public School.

2.0 THE OPPORTUNITY

Lorne Avenue Public School, located at 723 Lorne Avenue, is situated within the heart of the Old East Village neighbourhood. While the school was founded at this location in 1875, the original building was demolished in 1969 and the existing building was constructed in 1972. Enrollment peaked at over 950 students in the early 1970’s, but has dropped to less than 300 in 2014.

The Thames Valley District School Board has declared a portion of the school building surplus (a total of approximately 30,000 square feet on three (3) floors and twenty (20) vehicle parking spaces), which is no longer required for the school and existing childcare programs within the school. Under Regulation 444/98 of the Education Act, the School Board has issued a proposal, and circulated it to the City, to determine whether the Municipality would like to make an offer to either purchase or lease these surplus portions of the school property. The remaining portion of the school and the existing childcare programs would continue to operate as a public school.

The City may be willing to purchase or lease the surplus portion of the school if it is able to secure a long-term lease agreement with one or more third parties to occupy and maintain the space over an extended period of time. The City will occupy 5,000 square feet of this surplus space with the operation of a neighbourhood family center.

3.0 THE CITY’S OBJECTIVES

Lorne Avenue Public School is a community anchor and an important part of the revitalization efforts in Old East Village and the surrounding neighbourhood. The objective of this REOI is to identify the level of interest that may exist in the community for leasing the surplus space within the Lorne Avenue Public School building.

Key objectives are:

- To ensure that the Lorne Avenue Public School remains in operation at its current location, continuing to function as an educational and community hub for the Old East Village and the surrounding neighbourhood;
3.0 THE CITY’S OBJECTIVES … cont’d

- To identify an adaptive re-use of the available portion of the existing building that will allow for the surplus Lorne Avenue Public School space to be economically viable to occupy and maintain for the long term;
- To identify businesses and organizations with uses that will be compatible with the continued use of Lorne Avenue Public School as a public school and childcare;
- To minimize the City’s capital investment and mitigate the City’s business risk in the purchase or lease and upgrading of Lorne Avenue Public School;
- To identify businesses and organizations with the demonstrated capacity and financial capability to operate and maintain the available portion of Lorne Avenue Public School;
- To enter into a purchase or long-term leasing agreement for the use of the available portion of the Lorne Avenue Public School; and
- To encourage innovative partnerships between the private and/or non-profit sectors that will be successful over the long term.

4.0 WHO SHOULD SUBMIT AN REOI

Businesses and organizations should apply who are interested in leasing all or a portion of the surplus space and who will:

- Be compatible with the surrounding neighbourhood, the ongoing operation of the school and childcare, and the operation of a neighbourhood family center; and
- Be able to enter into a long-term (e.g. 20 year) lease agreement with the City to occupy and maintain the space.

Preference will be given to businesses and organizations that can demonstrate that they may create a positive synergy with the school, childcare and family center uses that will continue to operate within the building.

5.0 TWO PHASE PROCESS

This REOI is part of a two-phase process. The purpose of Phase 1 is to determine the level of interest in the community to long-term lease the surplus space within the Lorne Avenue Public School from the City. Respondents who wish to express their interest will be required to provide necessary information to describe their interest, explain their proposed use of the building, and demonstrate their ability to implement their proposal in general terms. If there is insufficient interest exhibited by the community, the process may be discontinued and Phase 2 may not be implemented.

Phase 2 of this process will be for the City to release a more specific Request for Proposals (RFP) complete with more robust information for Proponents to understand the parameters of a long-term lease. This phase will also include a request for more detailed information from Proponents wishing to lease the surplus portions of the school from the City. It is hoped that a long-term lease agreement will be the outcome of this process for one or more third parties to occupy and maintain the surplus portion of the school. The Request for Proposal will not necessarily be limited to those who have participated in Phase 1 of the REOI Process.
6.0 CONTEXT

6.1 The Old East Village

The Old East Village is an important urban neighbourhood in London. It includes the Old East Village Main Street Corridor, the Western Fair complex (including the Western Fair Farmers’ Market), the Aeolian Hall, the Palace Theatre, the London Clay Art Centre and Potters Guild and a host of vibrant restaurants, businesses and organizations.

The Old East Village and the surrounding neighbourhood has been experiencing a renaissance of revitalization and regeneration, receiving significant private sector investment in both its residential community and its commercial corridor. Over the past decade, the area has received private sector investment of well over $150 million and new units are expected to accommodate an increase in population of approximately 1,200 people.

6.2 The Surrounding Neighbourhood

The Lorne Avenue Public School is located in the heart of the Old East Village neighbourhood. This established neighbourhood was designated as a Heritage Conservation District in 2006, with the majority of houses constructed between 1860 and 1930. It has enjoyed a significant amount of investment by homeowners in the area since the designation of the Heritage Conservation District.

The Lorne Avenue Public School site is immediately surrounded by single-detached dwellings, with the exception of a convenience store to the immediate north. Two blocks south of the site is Dundas Street East, which has a mix of commercial and residential uses, many of which are in listed heritage buildings.

Lorne Avenue Public School is as an anchor to the revitalization efforts of Old East Village and the surrounding neighbourhood. Strong community support exists for keeping the school open and as enrollment declined and space vacated, other community services, such as the YMCA Childcare and School Community Intervention Program, have since occupied the excess space. The school now operates with approximately one third of the current enrollment capacity of 880 pupils. It is believed that disposing of a portion of the building, through lease or sale, could help to resolve this issue by functionally reducing the enrollment capacity of the building and generating long-term lease revenue for the Thames Valley District School Board.

6.3 The Continuation of the School

The Thames Valley District School Board has deemed a portion of land associated with Lorne Avenue Public School as surplus. At its December 17, 2013 meeting the Board passed the following resolution:

*That Lorne Avenue Public School at 723 Lorne Avenue, London, Ontario, N5W 3K7 remain open to accommodate the projected enrollment for its current attendance area and that any existing space not required for the school and existing day care programs within the school be declared surplus and a proposal for sale or lease of the surplus space be circulated to the preferred entities pursuant to Ontario Regulation 444/98. Senior Administration is directed to prepare a proposal which would include the terms and conditions to ensure student safety, be fiscally responsible and to detail suitable uses of the surplus space given the operation of an elementary school and the remaining portion of the facility.*
6.0 CONTEXT ... cont’d

6.3 The Continuation of the School ... cont’d

If the Board is unable to negotiate a satisfactory sale or lease of the surplus space with a preferred entity by April 30, 2014 Lorne Avenue Public School will be closed as of June 30, 2015, and the remainder of the facility be declared surplus no earlier than June 30, 2014 unless directed by the board so that during the period from April 30, 2013 to June 30, 2015 the board may explore alternative plans for the use of the facility by the board, the city of London and/or community agencies. The above motion is subject to the approval of the Ministry of Education with respect to the capital funding for the addition and renovation to Bishop Townsend Public School.

Under the context of this request for expression of interest, the City would purchase or lease the surplus portions of the school building from the Thames Valley District School Board and then lease this space to one or more third parties. The public school and the childcare program will continue to operate within the remainder of the school building.

6.4 The City of London Family Centre

Of the 30,000 square feet of surplus school space, Municipal Council has approved and set-aside a budget envelope to support the long-term lease of 5,000 square feet for the purpose of operating a family center. The family center would provide information and referral, early childhood education, recreation, health and wellness programs for a variety of family needs.

7.0 SITE AND BUILDING OVERVIEW

Lorne Avenue Public School is currently owned by the Thames Valley District School Board. The site contains a single three-story school building, constructed in 1969 and a playground area which is primarily asphalt as well as on-site parking for 20 vehicles. The school has frontage on Lorne Avenue and English Street.

The Thames Valley District School Board has identified a surplus of approximately 2,174 square metres (23,400 square feet) of land, which includes a portion of the existing three-story building with a total floor area for sale of approximately 2,690 square metres (28,955 square feet) or for lease of 3,145 square metres (33,855 square feet), respectively.

The Thames Valley District School Board has presented the following two options for purchase and lease of surplus space:

**Option 1 - Purchase:**
- Ground floor 878 square metres (9,451 square feet)
- Second floor 934 square metres (10,050 square feet)
- Third floor 878 square metres (9,451 square feet)
- **TOTAL** 2,690 square metres (28,955 square feet)

**Option 2 - Lease:**
- Ground floor 700 square metres (7,535 square feet)
- Second floor 915 square metres (9,848 square feet)
- Third floor 1,530 square metres (16,469 square feet)
- **TOTAL** 3,145 square metres (33,855 square feet)

Appendix 2 through 9 show a series of building outlines and floor plans that demonstrate the configuration of this space.
7.0 SITE AND BUILDING OVERVIEW … cont’d

7.1 Building Renovation

Certain works will be required by the Thames Valley District School Board to make the surplus school space usable by tenants, while keeping the remainder of the school separate and secure. These building renovations will be financed, in whole or in part, by the long-term lease.

7.2 Parking

The surplus lands offered by the Thames Valley District School Board includes twenty (20) vehicle parking spaces within a parking lot, allowing for a significant amount of off-street parking. There is also on-street parking at various locations surrounding the school site. The Thames Valley District School Board intends to establish its own parking facilities to serve its portion of the school building more directly.

7.3 Site Access and Transit

The portion of the site deemed surplus has frontage onto Lorne Avenue and English Street (both local streets). Parking for the site is accessed off of English Street and there is no direct road access to the parking lot from Lorne Avenue.

The site is presently served by London Transit; bus routes 7, 2, 16, and 20 have stops within 400 metres of the site.

7.4 Land Use Planning

As shown in Appendix 10 and 11, the Lorne Avenue site is designated Low Density Residential in the Official Plan and zoned Neighbourhood Facility (NF) which allows for: elementary schools, childcare centres and churches. The City of London will initiate any Official Plan and Zoning By-law amendments that may be necessary to accommodate a proposed use within the school. A full planning process, as required under the Planning Act, will be executed and the Municipal Council will consider such amendments based on the Official Plan and appropriate planning principles.

Any uses proposed for this site should be compatible with the surrounding residential neighbourhood and complementary to the uses that will continue to operate in the school. This does not preclude the expression of interest for establishing uses in the surplus space that are beyond those uses currently permitted by the existing zoning applied to the site, recognizing that the City will initiate an application for amendment to the zoning by-law to seek approval for proposed uses that are not currently permitted.

8.0 REOI SCHEDULE

The following is a tentative schedule:

<table>
<thead>
<tr>
<th>Sequence</th>
<th>Event</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>EOI Release Date</td>
<td>Wednesday, February 19, 2014</td>
<td></td>
</tr>
<tr>
<td>Information Meeting and Site Tour</td>
<td>Wednesday, March 5, 2014 at 4:00 p.m.</td>
<td></td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>Monday, March 10, 2014</td>
<td></td>
</tr>
<tr>
<td>REOI Closing Date</td>
<td>Monday, March 17, 2014</td>
<td></td>
</tr>
</tbody>
</table>
9.0 INFORMATION MEETING AND SITE TOUR

An information meeting will be held on site (723 Lorne Avenue), on Wednesday, March 5, 2014 at 4:00PM. All addendum materials will be posted at Biddingo.com. It is the Respondent’s sole responsibility to check this Web Site regularly to inform itself of any posted Addendum.

10.0 SUBMISSION INSTRUCTIONS

10.1 Closing Date and Time

Proponents are required to submit one (1) signed original copy of the Request for Expression of Interest. In addition, Proponents are required to submit four (4) hard copies. Respondents submission (original and copies) must be in a sealed envelope clearly identified as Request for Expression of Interest 14-08 Adaptive Re-Use of Lorne Avenue Public School. Completed submission can be mailed to Purchasing and Supply, P.O. Box 5035, London, Ontario N6A 4L9 or hand delivered (in person or by courier) to Purchasing & Supply, 267 Dundas Street, 4th Floor, London, Ontario N6A 1H2 and must be received before Monday, March 17, 2014 AT 2:00 P.M., local time, Failure to submit the Signature Page (page 9) will result in your submission being rejected.

Respondents are solely responsible for ensuring bids are received by Purchasing & Supply prior to the closing date and time.

10.2 Late Submissions

REOI will be received by Purchasing and Supply later than the specified closing time will be returned, unopened, to the Respondent.

10.3 Questions/Inquiries

a) Inquiries regarding this REOI are to be directed to City of London, Purchasing and Supply, Terri Sue Wyatt, Procurement Officer, by facsimile at 519 661-5030 or e-mail to purch@london.ca. Inquiries must not be directed to other City employees or Elected Officials. Directing inquiries to other than Purchasing and Supply may result in your submission being rejected.

b) All clarification requests are to be sent in writing to the individual mentioned above. No clarification requests will be accepted by telephone. Responses to clarification requests will be provided to all Respondents in writing in the form of Addenda which will only be distributed by Biddingo.com.

c) The City assumes no responsibility for any verbal (spoken) information from any City staff or from any Consultant firms retained by the City, or from any other person or persons who may have an interest in this Proposal. Amendments or changes to this REOI prior to the closing date and time stated herein will only be in the form of written addenda and said addenda will be issued by the Purchasing & Supply Team of the City of London. Any Addendum will be posted at Biddingo.com. It is the Respondent’s sole responsibility to check this Web Site regularly to inform itself of any posted Addendum. The City makes no promise or guarantee that addenda will be delivered by any means to any Respondent. By submitting a proposal in response to this REOI, the Respondent acknowledges and agrees that addenda shall only be available at Biddingo.com and it is the sole responsibility of the Respondent to check this Web Site for said addenda. FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA ON THE SIGNATURE PAGE WILL RESULT IN YOUR SUBMISSION BEING REJECTED

d) Each Respondent must review all proposal documents and promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency, or omission contained therein. Any such request must be submitted to the City in writing, prior to Monday, March 10, 2014 at 2:00 p.m.
10.0 SUBMISSION INSTRUCTIONS … cont’d

10.3 Questions/Inquiries … cont’d

e) Where a request results in a change or a clarification to the REOI, the City will prepare and issue an Addendum to this REOI as stated in 10.3c) No Addendum will be issued within the forty-eight (48) hours prior to closing - not including Saturdays, Sundays and Statutory Holidays observed by the City of London for regular business hours.

10.4 Rights Reserved by the City

a) The City is not liable for any costs incurred by the Respondent in the preparation of their response to the REOI or selection interviews, if required. Furthermore, the City shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Respondent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the City of any R EOI, or by reason of any delay in the award of the REOI.

b) The City reserves the right to request specific requirements not adequately covered in their initial submission and clarify information contained in the REOI.

c) The City reserves the right to modify any and all requirements stated in the REOI at anytime.

d) The City reserves the right to cancel this REOI at any time, without penalty or cost to the City.

e) In the event of any disagreement between the City and respondent regarding the interpretation of the provisions of the REOI, the Manager of Purchasing and Supply or an individual acting in that capacity, shall make the final determination as to interpretation.

10.5 Access to Information

a) The information submitted in response to this REOI will be treated in accordance with the relevant provisions of the Municipal Freedom of Information and Protection of Privacy Act and in accordance with Council Policy – The Procurement of Goods and Services Policy section 21.4.

b) The Proponent does, by the submission of a proposal, accept that the information contained in it will be treated in accordance with the process set out in this section of the REOI.

10.6 Treatment of Information

a) The information submitted in response to this REOI will be treated in accordance with the relevant provisions of the Municipal Freedom of Information and Protection of Privacy Act and in accordance with Section 8.11, “Confidentiality of Proprietary Information”, of Council Policy 21 (1). The information collected will be used solely for the purposes stated in this request.

b) The Respondent does, by the submission, accept that the information contained in it will be treated in accordance with the process set out in this section of the REOI.

11.0 SUBMISSIONS REQUIREMENTS

11.1 General

a) The City is requesting an REOI from businesses and organizations who are both interested in leasing and maintaining all, or a portion of, the surplus space within Lorne Avenue Public School.
11.0 SUBMISSIONS REQUIREMENTS…cont’d

11.1 General…cont’d

b) The response to this REOI should provide sufficient information to allow an examination of the interested Respondent’s interest and intended use for the property, the amount of space that the Respondent intends to occupy, the number of off-street parking spaces required, and a description of any partners involved in the proposed use.

c) Phase 2 the Request for Qualifications (RFQUAL) and Request for Proposal (RFP) will require more detailed financial information and descriptions of any partnerships, more detailed plans regarding the intended use and any changes that may be required to the building, as well as business plans for the on-going operation and maintenance of the facility. It should be clear that the Request for Proposal will not necessarily be limited to those who have participated in Phase 1 of the REOI Process.

11.2 Specific Requirements

Please follow the following format:

a) Title page which will include the Individual legal name, address, telephone and fax numbers, e-mail address and name of primary contact and date.

b) Page of this REOI, containing one (1) original signature.

c) A profile of the respondents (if the respondent is to be a consortium for the purpose of providing an R EOI) that provides information regarding the ability of the Respondent to lease and maintain such a facility.

d) The Respondent should identify how the building is to be used (describing the amount of space and the floor(s) to be utilize) and the parking required (describing the number of vehicle parking spaces and where they will be located), including the use by any other tenants who are intended to share and/or use the building with the Respondent.

e) A description of how the proposed use responds to the City’s objectives listed in Section 3.0 of this REOI.

f) Respondents are not required to submit a detailed financial and business plan regarding the operation and maintenance of the property with this submission. However, Respondents should identify any expectations regarding any municipal financial participation in this project, and how they intend to secure the funding necessary to undertake any works associated with the project.

Terri Sue Wyatt, CPPB
Procurement Officer

Manager／／／／／／／／／／／／／／
12.0 SIGNATURE PAGE

AT LEAST ONE ORIGINAL COPY OF THIS REOI MUST BE INCLUDED IN YOUR SUBMISSION

12.1 I/WE, the undersigned authorized signing officer of the Interest Party, HEREBY DECLARE that no person, firm or corporation other than the one represented by the signature (or signatures) of proper officers as provided below, has any interest in this REOI.

12.2 I/WE further declare that all statements, schedules and other information provided in this EOI are true, complete and accurate in all respects to the best knowledge and belief of the Respondent.

12.3 I/WE further declare that this REOI is made without connection, knowledge, comparison of figures or arrangement with any other company, firm or persons making an REOI and is in all respects fair and without collusion for fraud.

12.4 I/WE further declare that the undersigned is empowered by the Respondent to negotiate all matters with the Corporation representatives, relative to this REOI.

12.5 WE further declare that the agent listed below is hereby authorized by the Respondent to submit this REOI and is authorized to negotiate on behalf of the Respondent.

12.6 I/WE have allowed for Addenda numbered as follows: #_____ through to #______.

Failure to acknowledge all addenda will result in your submission being rejected.

COMPANY NAME:

ADDRESS:

CITY/PROVINCE:

POSTAL CODE/ZIP CODE:

AUTHORIZED SIGNATURE: ___________________________ TITLE: ___________________________

NAME (Please print or type): ___________________________

TELEPHONE NUMBER: (____)_____________ FAX NUMBER: (____)_____________

HST REGISTRATION NUMBER:

EMAIL ADDRESS: ___________________________

DATE OF REOI: ___________________________

NOTE: Please return page 9 on or before 2:00 pm, Local time, MONDAY, MARCH 17, 2014.
Appendix 2 – Purchase Option Site Plan

Sellable Area: 2,690 square metres
(28,952 square feet)

Note: The drawing above is preliminary and may be revised depending on a structural review of the existing building.
Appendix 3 – Purchase Option Ground Floor Plan

Note: The drawing above is preliminary and may be revised depending on a structural review of the existing building.
Appendix 4 – Purchase Option Second Floor

Second floor: 934 square metres (10,050 square feet)

Note: The drawing above is preliminary and may be revised depending on a structural review of the existing building.
Appendix 5 – Purchase Option Third Floor

Third floor: 878 square metres (9,451 square feet)

Note: The drawing above is preliminary and may be revised depending on a structural review of the existing building.
Note: The drawing above is preliminary and may be revised depending on a structural review of the existing building.
Ground floor: 700 square metres
(7,535 square feet)

Note: The drawing above is preliminary and may be revised depending on a structural review of the existing building.
Appendix 8 – Lease Option Second Floor

Note: The drawing above is preliminary and may be revised depending on a structural review of the existing building.
Third floor: 1,530 square metres
(16,469 square feet)

Note: The drawing above is preliminary and may be revised depending on a structural review of the existing building.
Appendix 10 – Land Use Schedule, City of London Official Plan

Low Density Residential Designation

723 Lorne Ave
3.2. **LOW DENSITY RESIDENTIAL**

The Low Density Residential designation is applied to lands that are primarily developed or planned for low-rise, low density housing forms including detached, semi-detached, and duplex dwellings. Where appropriate, some multiple-attached dwellings at densities similar to neighbouring detached units may be permitted. Policies in this Plan promote development which shall enhance the character of the residential area. Certain secondary uses of a non-residential nature which are integral to, and compatible with, a neighbourhood environment, are also permitted.

3.2.1. **Permitted Uses**

The primary permitted uses in areas designated Low Density Residential shall be single detached; semi-detached; and duplex dwellings. Multiple-attached dwellings, such as row houses or cluster houses may also be permitted subject to the policies of this Plan and provided they do not exceed the maximum density of development permitted under policy 3.2.2. Residential Intensification may be permitted subject to the provisions of policy 3.2.3. Zoning on individual sites would not normally allow for the full range of permitted uses.

Existing Multi-Family Buildings

i) Existing multi-family residential buildings that are compatible with adjacent low density residential uses are recognized as permitted uses within the Low Density Residential designation, and will be recognized as permitted uses in the Zoning By-law. Proposals for the significant expansion of these uses shall require an amendment to the Official Plan to re-designate these lands to the Multi-Family, Medium Density or Multi-Family, High Density Residential designation, as appropriate.

Existing Homes for the Aged, Rest Homes and Nursing Homes

ii) Existing homes for the aged, rest homes, and nursing homes, which are compatible with adjacent low density residential uses, are recognized as permitted uses within the Low Density Residential designation and may be recognized as permitted uses in the Zoning By-law. Proposals for the significant expansion of these uses shall require an amendment to the Official Plan to re-designate the lands to Multi-Family, Medium Density Residential; Multi-Family, High Density Residential; or Regional and Community Facilities as appropriate.
iii) Existing rooming and boarding houses which are compatible with adjacent low density residential uses may be recognized as permitted uses in the Zoning By-law. New rooming and boarding houses are encouraged to locate in the Multi-Family, Medium Density and Multi-Family, High Density Residential designations. Proposals to allow a new rooming or boarding house in the Low Density designation shall be subject to a Zoning By-law amendment on the basis of the following criteria:

a) The physical potential of the existing building stock can adequately accommodate a lodging house;

b) The existing services can support new lodging houses in the subject area;
SECTION 33
NEIGHBOURHOOD FACILITY (NF) ZONE

33.1 GENERAL PURPOSE OF THE NF ZONE
This Zone provides for and regulates public and private facility uses which primarily serve a neighbourhood function. They include small to medium scale uses which have minimal impact on surrounding land uses and may be appropriate adjacent to or within residential neighbourhoods. The NF Zone variation permits the lowest impact uses permitted in the zone and typically uses are developed independently. The NF1 Zone variation permits the NF uses plus uses which are generally larger and generate more traffic and activity. Generally, uses are combined on any one site. The NF2 Zone variation is typically applied to facility uses in rural areas where larger lot areas are required because of servicing constraints. (Z-1-051390)

33.2 PERMITTED USES
No person shall erect or use any building or structure, or use any land or cause or permit any building or structure to be erected or used, or cause or permit any land to be used, in any NF Zone variation for any use other than the following uses:

1) NF

The following are permitted uses in the NF Zone variation:

a) Churches;
b) Elementary schools
c) Day Care Centres. (Z-1-132222)
Appendix 13 – Old East Village Heritage Conservation District Architectural Assessment Ratings