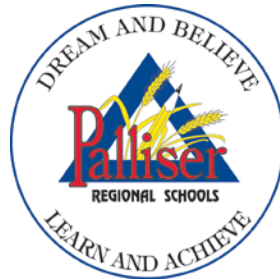


INSTRUCTIONS TO TENDERERS

**PALLISER REGIONAL
DIVISION NO. 26**

SCHOOL BUS PURCHASE



INSTRUCTIONS TO TENDERERS

1 BACKGROUND

- 1.1 Palliser Regional Division No. 26 is a rural school jurisdiction in Southern Alberta. The geographical area stretches from just south of Lethbridge to the Bow River south of Calgary. The division has six elected Trustees. Palliser Centre is located in Lethbridge and provides central office administration, transportation and maintenance services. A satellite maintenance shop is located in Vulcan. In keeping with the jurisdiction's strong belief in the value of education partnerships, Palliser Centre also provides lease space to Alberta Distance Learning and Southwest Alberta Child and Family Services.

The division offers full public education services to approximately 7,400 students Preschool through Grade 12. As of the 2013-2014 school year, Palliser has 15 community schools, 17 Hutterian colony schools, 10 Christian alternative schools, 4 outreach programs, an online school and 2 Low German Mennonite alternative programs. Please refer to Appendix B for a map of school locations.

An extensive Inclusive Education program is provided for children and students from Preschool to Grade 12 with mild, moderate and severe disabilities, as well as gifted students. Additional support services provided include behavior management, personal counseling, English as a Second Language and early literacy programming.

Palliser Regional Division provides transportation services using a fleet of 93 buses to cover 61 routes, totaling a yearly distance of approximately 1.7 million kilometers. With respect to operations and maintenance, Palliser is funded for all school sites.

- 1.2 Palliser Regional Division No. 26 ("Palliser") is seeking tenders for the purchase of CSA D250 Type C Conventional School Buses (72 passenger and 70 passenger) (the "Buses").
- 1.3 Palliser will receive sealed tenders until **12:00:00 NOON local time on April 25, 2014** ("Tender Closing"). Faxed tenders will not be accepted and will be returned to the Tenderer. The clock in the Palliser office, where Tenders are to be delivered, shall be deemed the designated clock for the purpose of conclusively determining the time of a tender submission.

2 SUBMISSION OF TENDERS

- 2.1 Each Tender shall be addressed to Palliser in a sealed envelope clearly marked with the Tenderer's name, address, and **labeled "School Bus Purchase"**. The sealed envelope containing the Tender shall be delivered **before** the Tender Closing to Palliser in accordance with the Invitation to Tender and the Instructions to Tenderers at:

Palliser Regional Division No. 26
Central Office
Suite 101, 3305 – 18 Avenue North
Lethbridge, Alberta T1H 5S1

Attention: Dale Backlin, Acting Corporate Treasurer

- 2.2 In the event of a dispute or issue about whether or not a tender complies with the Instructions to Tenderers, Palliser reserves the right to retain and open a copy of the tender in question in order to seek and obtain a legal opinion in relation thereto. The opening of, reading out and recording of a tender does not in any way constitute an admission by Palliser as to the compliance, or not, of the subject tender.

3 TENDER FORM

- 3.1 Each Tenderer shall submit a complete tender on the Tender Form which forms part of the Tender Documents with the blank spaces filled in. The tender sum must be presented in figures, and must be for a sum in Canadian Dollars including all tariffs, freight, duties and taxes other than the Goods and Services Tax which must be shown as a separate amount unless otherwise specifically stipulated (hereinafter referred to as the "Tender Sum"). Tenders shall be written in English.
- 3.2 Notwithstanding the foregoing, Palliser shall be entitled to accept a Tender in such form as Palliser in its sole and unfettered discretion deems acceptable irrespective of irregularities whether of a trivial or substantial nature, or whether the Tender is noncompliant in a trivial or substantial manner.
- 3.3 Palliser shall not be obligated to accept Tenders that are unsigned, incomplete, conditional, illegible, unbalanced, obscure, contain irregularities of any kind, or contain mathematical or calculation errors of any kind. On Unit Price Tenders, if there is a discrepancy found between the unit price and the extended amount, the unit price shall be deemed to represent the intention of the Tenderer. Discrepancies between the indicated sum of any figures and the correct sum thereof will be resolved in favour of the correct sum. Any discrepancies between the Tender Form and a post Tender Closing submission required by the Tender Documents will be resolved in favour of the post Tender Closing submission.
- 3.4 Tenders shall not be withdrawn, modified or clarified after being delivered in accordance with the Tender Documents unless such withdrawal, modification or clarification is made in writing and actually received by:

Dale Backlin, Acting Corporate Treasurer

prior to the Tender Closing. Any withdrawal, modification or clarification of the Tender must be followed by a letter of confirmation signed and sealed in the same manner as the Tender and delivered to the address for Palliser in the Invitation to Tender within 48 hours of the Notice of the Withdrawal, Modification or Clarification.

4 THE FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 4.1 All documents submitted to Palliser will be subject to the protection and disclosure provisions of Alberta's *Freedom of Information and Protection of Privacy Act* ("FOIP"). FOIP allows persons a right of access to records in Palliser's custody or control. It also prohibits Palliser from disclosing the Tenderer's personal or business information where disclosure would be harmful to the Tenderer's business interests or would be an unreasonable invasion of personal privacy as defined in sections 16 and 17 of FOIP. Tenderers are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its

disclosure. However, Palliser cannot assure Tenderers that any portion of the Tenderer's documents can be kept confidential under *FOIP*.

5 TENDER DOCUMENTS

5.1 The documents for the Tender are:

- Invitation to Tender
- Instructions to Tenderers including Appendix A and B
- Tender Form including Appendix 1, 2 and 3
- Contract

(hereinafter collectively referred to as the "Tender Documents")

By submitting its Tender, the Tenderer acknowledges and agrees that it has received and reviewed the Tender Documents.

6 VARIATION IN TENDER DOCUMENTS AND NO IMPLIED OBLIGATIONS

6.1 The Tenderer shall carefully examine the Tender Documents. Any errors, omissions, discrepancies or clauses requiring clarification shall be reported in writing to Palliser at least 10 calendar days prior to the Tender Closing. Where necessary Palliser shall respond to reported errors, omissions, discrepancies or clauses requiring clarification by way of Addenda.

6.2 Should a Tenderer fail to report any such errors, omissions, discrepancies or clauses requiring clarification at least 10 calendar days prior to the Tender Closing, Palliser shall be the sole judge as to the intent of the Tender Documents.

6.3 No implied obligation of any kind by or on behalf of Palliser shall arise from anything in the Tender Documents, and the express covenants and agreements contained in the Tender Documents and made by Palliser, are and shall be the only covenants and agreements that apply.

6.4 Without limiting the generality of Article 6.3, the Tender Documents supercede all communications, negotiations, agreements, representations and warranties either written or oral relating to the subject matter of the Tender made prior to the Tender Closing, and no changes shall be made to the Tender Documents except by written Addenda.

7 ADDENDA

Any changes to the Tender shall be in writing in the form of Addenda. Any Addenda issued to the Tender shall form part of the Tender Documents, whether or not the receipt of same has been acknowledged by a Tenderer, and the cost for doing the Buses therein shall be included in the Tender Sum. Verbal representations shall not be binding on Palliser nor form part of the Tender Documents.

Technical inquiries into the meaning or intent of the Tender Documents must be submitted in writing to:

Dale Backlin, Acting Corporate Treasurer – dale.backlin@pallisersd.ab.ca or 403-328-4111

Palliser reserves the right to make any or all questions and answers available to all other Tenderers at its discretion.

Palliser will respond to requests for clarification as soon as is reasonably possible. Palliser will respond in writing or orally as deemed appropriate in the circumstances. Generally, only substantial questions and answers of a clarification nature will be distributed.

8 TENDER

- 8.1 Tenderers submitting Tenders shall be actively engaged in the line of work of supplying and delivering of Buses of the type as required by the Tender Documents and shall be able to refer to previous experience in supplying and delivering of Buses of a similar nature to other customers. They shall be fully conversant with the general technical phraseology in the English language in relation to what is involved in supplying and delivering the Buses as required by the Tender Documents.
- 8.2 Each Tenderer shall review the Tender Documents provided by Palliser and confirm that it is in possession of a full set of Tender Documents when preparing its Tender.
- 8.3 Tenders shall be properly executed in full compliance with the following requirements:
 - 8.3.1 The signatures of persons executing the Tender must be in their respective handwriting; and
 - 8.3.2 If the Tender is made by a limited company, the full name of the company shall be accurately printed immediately above the signatures of its duly authorized officers and the corporate seal shall be affixed;
 - 8.3.3 If the Tender is made by a partnership, the firm name or business name shall be accurately printed above the signature of the firm and the Tender shall be signed by a partner or partners who have authority to sign for the partnership;
 - 8.3.4 If the Tender is made by an individual carrying on business under the name other than its own, its business name together with its name shall be printed immediately above its signature or
 - 8.3.5 If the Tender is made by a sole proprietor who carries on business in its own name, the proprietor shall print its name immediately below its signature.
- 8.4 Tenders received from agents representing principals must be accompanied by a Power of Attorney signed by the said principals showing that the agents are duly authorized to sign and submit the Tender and have full power to execute the Contract on behalf of their principals. The execution of the Contract will bind the principals and have the same effect as if it were duly signed by the principals.

9 COMMENCEMENT AND COMPLETION OF BUSES

9.1 The Successful Tenderer shall commence the work to supply and deliver the Buses within 10 working days after receipt of the Letter of Intent from Palliser and shall complete the Purchase by the dates specified in the Contract.

10 GOODS AND SERVICES TAX

10.1 The Goods and Services Tax shall be shown as a separate amount.

11 SUCCESSFUL TENDERER

11.1 Award of Contract by Palliser occurs once the Tenderer receives a Letter of Intent duly executed by the Board of Trustees of Palliser after Dale Backlin, Acting Corporate Treasurer has been duly and legally authorized by Palliser to send such Letter of Intent.

11.2 Within 10 working days of receipt of the Contract from Palliser, the Successful Tenderer shall duly execute the Contract and return the Contract to Palliser.

13 TENDER EVALUATION CRITERIA

13.1 Each Tender will be evaluated on the basis of the criteria listed below.

13.2 By submitting its Tender, each Tenderer acknowledges and agrees that it waives any right to contest in any legal proceedings, the decision of Palliser to award the tender in respect of the criteria noted below. The criteria are as follows:

1. **Technical requirement as outlined in the specifications (Appendix 1)**
2. **Cost (Tender Form)**
3. **References (Appendix 2)**
4. **Warranty provision (Appendix 3)**

14 REGISTRATION

14.1 Prior to commencing the work for the supply and delivery of the Buses, the Successful Tenderer shall obtain all authorizations required by the laws of the Province of Alberta and of the Country of Canada enabling it to carry on business to complete the work involved in the supply and delivery of the buses required under the Contract. Failure to be properly authorized to carry out this work shall entitle Palliser to forthwith terminate the Contract without compensation.

15 TENDERS EXCEEDING BUDGET

15.1 In addition to the rights contained within Article 15 herein, if the Tender Sum of every Tenderer exceeds the amount Palliser has budgeted for the Buses, Palliser may reject all Tenders or attempt to negotiate a lower price with the Tenderer who, in the sole and unfettered discretion of Palliser, has submitted the most advantageous Tender.

- 15.2 Each Tenderer acknowledges and agrees that Palliser has the sole and unfettered discretion to employ any criteria in order to determine the Tender most advantageous to Palliser, that Palliser has no obligation to disclose such criteria nor employ the criteria listed outlined in Article 13 Tender Evaluation Criteria.
- 15.3 By submitting its Tender, each Tenderer waives its right to contest in any action, application, case or legal proceeding in any court, the decision which Palliser may pursue under Article 15.1 and 15.2 herein.
- 15.4 If the Tender Sum of every Tenderer exceeds the amount budgeted for the Buses and Palliser negotiates with the Tenderer who has submitted the Tender considered most advantageous to Palliser:
- 15.4.1 All statements made by either side in the course of negotiation are without prejudice and confidential;
 - 15.4.2 In particular, Palliser's attempt to negotiate with such Tenderer does not constitute a rejection of its Tender; and
 - 15.4.3 Palliser will not attempt to obtain a lower price for the same Buses that the Tenderer originally bid on, but may attempt to obtain a lower price for an altered scope of Buses. In no event will Palliser be obliged to disclose the amount budgeted for the Buses.

16 AGREEMENT ON INTERNAL TRADE AND NEW WEST PARTNERSHIP TRADE AGREEMENT

- 16.1 The provisions of the Agreement on Internal Trade, Part IV, Chapter Five – Procurement and Annex 502.4, (“AIT”) and the New West Partnership Trade Agreement (“NWPTA”) apply to this Tender.

17 ACCEPTANCE OR REJECTION OF TENDERS

- 17.1 As it is the purpose of Palliser to obtain the Tender most suitable and most advantageous to the interests of Palliser, notwithstanding anything else contained within the Tender Documents, Palliser reserves the right, in its sole and unfettered discretion, to reject or accept any Tender, including the right to reject all Tenders. Without limiting the generality of the foregoing, any Tender which
- a) is incomplete, obscure, irregular or unrealistic;
 - b) is non-compliant in a trivial/immaterial or substantial/material manner, or conditional;
 - c) has erasures or corrections;
 - d) omits a price on any one or more items in the Tender;
 - e) fails to complete the information required in the Tender,

may at Palliser's sole and unfettered discretion be rejected or accepted. Further, a Tender may be rejected or accepted on the basis of Palliser's unfettered assessment of its best interest, which includes Palliser's unfettered assessment as to a Tenderer's past work performance for Palliser or for anyone else or as to a Tenderer's financial capabilities, completion schedule, or ability to perform the work of supply and delivery of the Buses. Palliser reserves the right to negotiate after

Tender Closing time with the Tenderer that Palliser deems has provided the most advantageous Tender; in no event will Palliser be required to offer any modified terms to any other Tenderer prior to entering into a Contract with the successful Tenderer and Palliser shall incur no liability to any other Tenderers as a result of such negotiation or modification.

18 LAW AND FORUM OF TENDER

18.1 The law to be applied in respect of the Tender Documents and the Contract shall be the law of the Province of Alberta and all civil actions commenced in relation to the Tender Documents or Contract shall be adjudicated by the Courts of the Province of Alberta and by submitting Tenders, Tenderers are taken to have agreed to attorn to the jurisdiction of the Courts of the said Province.

19 ACCEPTANCE PERIOD

19.1 The Tender shall be irrevocable and open for acceptance by Palliser for the period of time contained in the Invitation to Tender, namely, ninety (90) days following the end of the day of the Tender Closing. The time and date of the Tender Closing is as defined in the Invitation to Tender.

APPENDIX A **SPECIFICATIONS**

Chassis

- 240 to 270 hp Cummins or Cat in-line six cylinder diesel engine
- 6-speed Automatic Allison Transmission
- 8,000 lbs front axle
- Minimum of 17,500 lbs rear axle
- Single speed rear differential appropriate to 300 hp engine
- Oil filled front hubs
- Engine oil pan heaters
- Low coolant level warning system
- Hand throttle/electronic high idle control
- 4 wheel hydraulic disc brakes
- Fibreglass tilt front end
- No Air Suspension, brakes or park brakes (leaf spring only)
- 11R x 22.5 tires (no Michelin)
- Engine block heaters
- Minimum 135 amp charging system
- Auto-reset circuit breakers
- Largest fuel tank available
- Front and rear tow hooks
- Day time running lights
- Winter front/bug screen

Body

- Must meet new D250 standards
- Windows and glass to meet CSA standards
- Tinted band windshield
- 8 light warning system – solid state flasher
- Front and side directional signal lights
- 2-speed wet arm, intermittent wipers
- Heated exterior mirrors
- LED brake/tail/rear signal/back-up lights
- Electronic stop arm
- Electric pedestrian crossing arm
- White roof mounted strobe light with dash panel (to left of driver) indicator light
- Electric Horn
- Under body perimeter sealed
- Mud flaps front and rear
- Heaters:
 - Front left 98,000 BTU or equivalent
 - Step well 60,000 BTU or equivalent
 - Rear 84,000 BTU or equivalent

- 2-speed overhead defrost fan
- Push out sash/2 per side per CSA D250
- Roof hatch – specialty low pro with lever style release handle
- Insulation in roof bows
- Outward opening entrance door (if power, switches in dash (to left of driver), not steering wheel)
- One handrail in front entrance
- Interior mirror 6" x 30" with visor
- Forward storage compartment overhead
- High back driver's seat with cloth insert and seat/shoulder belt
- No Passenger seatbelts; child car seat anchors in front Passenger seats
- Seatbelt ready construction for first and second row of Passenger seats
- Light Grey Passenger seats
- Grey marble floor/grey dash/grey interior (or light colored interior)
- First aid kit/fire extinguisher and hazard kit
- Back-up alarm
- Hard-wired for an internal video camera
- Roughed-in wiring for 2-way radio and installed antenna
- Power outlet for cell phone
- Radio with CD player

Optional Items

- LED 8-way lights
- LED clearance lights
- Extended Warranty
- Towing Warranty (minimum \$500 per trip)
- Back-up warning sensors
- Back-up camera
- Blue Tooth capability
- Wireless Internet capability
- Parts Manual for Bus (electronic version is acceptable)
- Service Manual for Bus (electronic version is acceptable)
- Technical Training

APPENDIX B
SCHOOL LOCATIONS

