



**Holy Trinity Roman Catholic Separate School Division No. 22**

## **INVITATION TO TENDER**

**FOR THE SUPPLY OF:**

**1 Used – 71 Passenger Bus**

**1 Used – 65 Passenger Bus**

**Responses to this Tender shall be in the hands of the undersigned:  
before 4:00 p.m., CST, on Friday, June 23, 2017 at  
the address below**

**Holy Trinity Roman Catholic School Division #22**

**502 6<sup>th</sup> Ave North East**

**Moose Jaw, SK**

**S6H 6B8**

**Attention: Doug Sears**

## 1. Introduction

Holy Trinity Roman Catholic School Division No 22, is conducting a tender for **2 USED buses**, One (1) 71 Passenger Bus and One (1) 65 Passenger Bus. As a result of this competition Holy Trinity Roman Catholic School Division #22 expects to issue a purchase order to the successful bidder to provide these goods to Holy Trinity School Division, Moose Jaw

You, a potential supplier of these goods, are invited to submit a bid to provide any or all buses as detailed in this document, in accordance with the terms, conditions and response guidelines contained herein.

## 2. Tender Process

Please submit one complete signed hard copy of your bid including a completed electronic copy of the bid in an electronic format of either, CD Rom, DVD Rom, or USB Flash Drive **before 4:00 p.m., CST, on Friday, June 23, 2017**, in a sealed envelope. Your bid should indicate "Bus Tender" and be sent to:

**Holy Trinity Roman Catholic School Division #22**  
**502 6<sup>th</sup> Ave North East**  
**Moose Jaw, SK**  
**S6H 6B8**  
**Attention Doug Sears**

Late, Emailed or Faxed Bids will NOT be considered.

The tenders will be opened after closing, in a closed session and will be evaluated to ensure compliance with the specifications as outlined and identified in this tender. The tender will be awarded no later than 9:00 a.m., CST, June 27, 2017.

### **3. Inquiries**

Inquiries, interpretations and questions regarding the procurement process or requirements of this tender are to be in writing and directed, to:

[Doug.sears@htscd.ca](mailto:Doug.sears@htscd.ca)

Final submission of vendor questions regarding the tender is:

**Before 4:00 p.m., CST, on Monday, June 19, 2017**

The bidder may be disqualified from the process if contact is attempted in other methods.

### **4. Requirements**

The detailed specifications for the Buses are provided in **Appendix A.**

The product is to be manufactured by a supplier whose primary business is the production of the items listed in the tender document.

The successful bidder must supply fully operational units for immediate use upon delivery. Delivery of buses is to be no later than August, 2017.

The successful bidder must have an authorized service and warranty depot within the province of Saskatchewan.

The successful bidder must provide buses that meet or exceed all Saskatchewan and Canada Motor Vehicle Safety Standards.

### **5. Instructions to Bidders**

Bidders are to complete and submit the following:

- Appendix A - Requirement Sheet – indicate compliance with requirements (yes or no) and provide any details or explanations as necessary.

- Appendix B – Cost Sheet – indicate cost, which is to include all shipping and delivery costs, PST and GST. Price quoted is to be F.O.B. (Freight on Board) to Estevan, Sask., and in Canadian dollars.
- Appendix C – Certificate of Acceptance – bidders are to review all terms and conditions outlined in Appendix C and indicate their acceptance by signing and submitting the Certificate of Acceptance.
- Warranty – bidders shall submit a hard copy and an electronic copy (CD Rom, DVD Rom or USB Flash Drive) of the manufacturer's warranty.
  - It is the expectation of the Holy Trinity Roman Catholic School Division #22 that under normal circumstances from the time of notification of a warranty issue that a one month turnaround time for the completion of the repair will be met.
- Service Locations – bidders are to provide a list of contact names, addresses and phone numbers for each suggested service location(s).

A bid will be considered non-compliant if it fails to provide sufficient detail necessary to evaluate the bid against the requirements outlined in this document. Bidders are required to follow the communication guidelines which were clearly set out above under *Inquiries* to obtain a clear understanding of the requirements, prior to completing their bid.

## **6. Evaluation**

The award will be based on the following criteria:

- Appendix A – Requirements – 40%
- Appendix B – Costs – 30%
- Warranty – 30%

## **7. Terms and Conditions**

The terms and conditions of this tender are included in Appendix C.

## Appendix A – Requirement Sheet

(please attach an additional sheet if you require more room for explanations)

<b>1 (used)– (71 Passenger)</b>			
<b>Mandatory Requirements</b>	<b>Compliance</b>		<b>Details/Explanations</b>
	<b>Yes</b>	<b>No</b>	
Automatic Transmission			
Propane			
11 R Tires			
Air suspension			
Block Heater			
Batteries – 675 or greater cca each			
Resettable Fuses			
Tilt/Adjustable Steering			
Cruise Control			
AM/FM Radio			
Cup Holder			
Overhead Compartment In Cab			
100 US gal fuel tank			
4 camera SEON DVR system			
Electric over air Door Opener			
Grey Floor			
Cell Phone Charger Plug In Outlet			
Bug Screen and Winter Front			
Tinted Windows for Passenger Compartment			
Traction Control			

Noise Suppression Switch			
2 way radio system. Freq will be supplied by HTCSO			
Top Body Seal Protection			
Adequately Sealed (as most driving is on rural gravel roads)			
Regulation Lettering "Holy Trinity School Division" in vinyl letters installed on side of bus.			
2 Digit Bus Number (ex: XX) as designated in vinyl numbers on both cowls and rear door			
4 – Integrated Child Seats In Front c/w lap belts and shoulder harness			
Warranty/service within Saskatchewan			
<b>Delivery</b>			
Is delivery F.O.B. to Moose Jaw, SK?			
Will the unit supplied by fully operational and ready for immediate use upon delivery?			
Is the product being manufactured by a supplier whose primary business is the production of the item listed?			
Please indicated earliest expected delivery date to Moose Jaw, SK			

<b>1 (used)- (65 Passenger)</b>			
<b>Mandatory Requirements</b>	<b>Compliance</b>		<b>Details/Explanations</b>
	<b>Yes</b>	<b>No</b>	
Automatic Transmission			
Propane			
11 R Tires			
Block Heater			
Batteries – 675 or greater cca each			
Resettable Fuses			
Tilt/Adjustable Steering			
Cruise Control			
AM/FM Radio			
Cup Holder			
Overhead Compartment In Cab			
4 camera SEON DVR system			
Grey Floor			
Cell Phone Charger Plug In Outlet			
Bug Screen and Winter Front			
Tinted Windows for Passenger Compartment			
Traction Control			
Control Switch to Activate and Deactivate Traction Control			



Noise Suppression Switch			
2 way radio system. Freq will be supplied by HTCSO			
Top Body Seal Protection			
Adequately Sealed (as most driving is on rural gravel roads)			
Regulation Lettering "Holy Trinity School Division" in vinyl letters installed on side of bus.			
2 Digit Bus Number (ex: XX) as designated in vinyl numbers on both cowls and rear door			
Warranty/service within Saskatchewan			
<b>Delivery</b>			
Is delivery F.O.B. to Moose Jaw, SK?			
Will the unit supplied by fully operational and ready for immediate use upon delivery?			
Is the product being manufactured by a supplier whose primary business is the production of the item listed?			
Please indicated earliest expected delivery date to Moose Jaw, SK			

## Appendix B – Cost Sheet

(Please attach an additional sheet if you require more room for explanations)

Description	Quantity	Price	Details/Explanations
<b>71 Passenger</b> <i>As detailed in Appendix A, F.O.B. Moose Jaw SK, including all shipping and delivery costs.</i>	1		
<b>65 Passenger</b> <i>As detailed in Appendix A, F.O.B. Moose Jaw SK, including all shipping and delivery costs.</i>	1		
<b>Sub-total</b>			
<b>Goods &amp; Services Tax (GST)</b>			
<b>Provincial Sales Tax (PST)</b>			
<b>TOTAL</b>			

<b>All Bids Must Be Signed</b>	
<b>Authorized Signature and Title:</b>	<b>Date:</b>

## Appendix C – Terms and Conditions

### General Limitations:

1. Emailed or faxed bids will not be accepted.
2. Incomplete or unclear bids may be rejected by the Holy Trinity Roman Catholic School Division #22; however, the Holy Trinity Roman Catholic School Division #22 reserves the right to contact the bidder in such cases to obtain clarification after bid opening. It is the responsibility of the bidder to ensure that the bid has reached the Holy Trinity Roman Catholic School Division #22.
3. The Holy Trinity Roman Catholic School Division #22 will not assume any responsibility or liability for costs incurred by any bidder in the preparation of a tender.
4. It is the responsibility of all bidders to read all instructions, information, specifications and terms and conditions of the tender document. If clarification is required, it is the bidder's responsibility to obtain such clarification from the Transportation Administrator prior to the closing of the tender.
5. Any revision to a tender that has been submitted must be in writing and received prior to the tender closing date, and submitted in accordance with these instructions for submitted tenders.
6. Tenders are irrevocable after the time of closing, and are open for acceptance for a period of 30 days following the closing.
7. Tenders may be withdrawn at any time prior to the closing only, by written notice to the Transportation Administrator.
8. The Holy Trinity Roman Catholic School Division #22 of Education reserves the right to reasonably extend the submission deadline and will advise bidders prior to the submission deadline should this become necessary.
9. Tenders will be opened at the School Division Central Office in Moose Jaw, Saskatchewan.
10. The final decision of the Holy Trinity Roman Catholic School Division #22 of Education in accepting or rejecting any tender will be made at a date thereafter, and the bidders will be notified by the Holy Trinity Roman Catholic School Division #22 of its decision.
11. In addition to filling out the bid bidders should include a detailed listing of the specifications of the specific bus they intend to supply.

The following terms and conditions have been prepared to guide the bidders in understanding the expectations and tendering process of the Holy Trinity Roman Catholic School Division #22 (herein referred to as the Division). It is not intended to embody all the possible conditions that may arise; Canadian Law and legal precedence should be observed. Division representatives will adhere to all Canadian Laws governing contracts and conduct.

## **1. INTERPRETATION OR CORRECTION OF SPECIFICATIONS**

- 1.1 Bidders will not take advantage of errors and omissions in the specifications. Bidders shall promptly notify the School Division of any ambiguity, inconsistency or error which they may discover upon examination of the bid document.
- 1.2 Bidders desiring clarification or interpretation of the bid documents shall contact the School Division at least two (2) days prior to the date and time for receipt of the bids.
- 1.3 Interpretations, corrections and changes to the bid document will be made by written addendum which then shall become part of the tender documentation. Any other manner of notification will not be binding.
- 1.4 Addenda shall not be issued later than one (1) days prior to the date and time of bid closing except an addendum withdrawing the request for bids or one which postpones the closing date and time.
- 1.5 Each bidder shall acknowledge the receipt of addenda, if applicable, on the final page attached to the "Invitation to Bid".
- 1.6 When a brand name is indicated as part of the product specification, it shall mean "brand name and equal". The intent is to be descriptive, not restrictive, and to indicate the quality and characteristics desired. If proposing a product other than that specified, the vendor may be required to furnish descriptive literature and a sample of the product proposed. Failure to comply with the request within four (4) days may result in the rejection of the quote.
- 1.7 Bidders should consider the educational environment and the end use of the product when selecting a suitable product for quotation, so as to prevent possible liability to the Holy Trinity Roman Catholic School Division #22.

## **2. BIDDING PROCEDURE**

- 2.1 Form and Style of Bid
  - 2.1.1 Bids shall be completed on the "Appendix A, B, & C" documents provided.
  - 2.1.2 Any interlineations, alteration or erasure shall be initiated by the signer of the bid.
  - 2.1.3 Prices are to be quoted, excluding taxes.
  - 2.1.4 The final page ("Certificate of Acceptance") must be signed by the person(s) legally authorized to bind the bidder to a contract and returned with the tender submission.
  - 2.1.5 Additional costs not identified to the Division will not be paid by the Division.
  - 2.1.6 Bidders shall include an electronic copy in the form of CD Rom or DVD Rom or USB Flash Drive along with the hard copy of the bid.

- 2.2 Standards
  - 2.2.1 Buses must meet or exceed applicable CSA and CMVSS standards for buses
- 2.3 Submission of Bids
  - 2.3.1 The bid and any other documents submitted shall be submitted in a sealed envelope addressed to Holy Trinity Catholic School Division #22 502-6<sup>th</sup> Ave NE Moose Jaw, SK. S6H 6B8 Attn: Doug Sears, along with the tender name and closing date and time.
  - 2.3.2 The bidder shall assume full responsibility for timely delivery at the location designated.
  - 2.3.3 Bids received after the bid closing time and date will be rejected and filed unopened. The bidder will be notified by letter of the rejection due to the late receipt.
  - 2.3.4 Prices quoted, excluding applicable taxes, must remain the same for the term of the contract unless the specifications allow for a price adjustment and/or an extension. The adjusted price must then remain constant for the extension period.
- 2.4 Modification or Withdrawal of Bid
  - 2.4.1 All submitted bids are irrevocable; however, a request for modification, withdrawal or cancellation of the submitted bid will be accepted prior to closing time and date only if request is submitted in writing to the Manager of Transportation. The submission will then be withdrawn and held sealed which can be returned to bidder, if so requested, after the bid opening.
  - 2.4.2 Withdrawn bids may be resubmitted up to the designated time of bid closing.
  - 2.4.3 At time of bid closing, all submitted bids will be accepted and are irrevocable after bid closing.
- 2.5 Bidder's Representation
  - 2.5.1 Each bidder by making a bid represents that the bidder has read and understands the bid documents.
  - 2.5.2 Each bidder will provide prices according to laws of the land governing Contract Law, competitive bidding process and proper conduct.

### **3.0 CONSIDERATION OF BIDS**

- 3.1 Opening of Bids
  - 3.1.1 There will not be a public opening unless stated in the "Instruction to Bidders" document. In all cases, the properly identified bids which have been received on time will be opened in the presence of the Manager of Transportation and another designated member of the Division.
  - 3.1.2 Information contained in the bid submission will be kept confidential by all parties until the evaluations and awarding process has been completed and all bidders notified of award.
- 3.2 Rejection of Bids

3.2.1 The Division shall have the right to reject any or all bids not in compliance with the said conditions governing the tendering process.

3.2.2 The Division reserves the right to reject any and all bids based on budget limitations.

3.2.3. The Division reserves the right to reject any and all bids where there has been collusion between bidders or any other misconduct as defined by Canadian Law.

3.3 Bid Award

3.3.1 Unless otherwise indicated in the "Invitation to Bid", the Division reserves the right to award the contract in whole or in part, by group of items or by section where such action serves in the best interest of the Division.

3.3.2 Bids submitted on an "all or none" basis or similar basis will be evaluated against the total of the low bids for the individual items.

3.4 Low-Tied Bid

3.4.1 The Division will resolve the low-tied bids in a manner which, in the judgement, is in the best interest of the Division.

**4. POST-AWARD PROCESS**

4.1 Purchase Orders will be issued as the contract to successful bidders thus formalizing the award. Subsequent requirements, if applicable, will be contracted by the issuance of Purchase Orders until the expiry of specified term.

4.2 Shipping Instructions

4.2.1 A packing slip or other suitable shipping document shall accompany each shipment. The document shall contain the following information:

- a. Name and address of contractor;
- b. Name and address of delivery location;
- c. Purchase Order number;
- d. Description of material shipped including item number and quantity

4.2.2 All shipments must be F.O.B. destination, freight prepaid.

4.2.3 The contractor shall be liable for shipping charges or any differences incurred in freight charges arising from its failure to follow the shipping instructions or to properly describe the shipment.

4.2.4 The Division and contractor shall give reasonable assistance to each other in obtaining documents and other information necessary for prosecution of claims against carriers.

4.3 Invoicing

4.3.1 All invoices shall be forwarded to the Transportation Department of the Holy Trinity Roman Catholic School Division #22 at 502 – 6<sup>th</sup> Ave NE. Moose Jaw, Saskatchewan S6H 6B8.

4.3.2 No payment shall be made for items shipped in excess of the quantity ordered.

4.3.3 An invoice will be withheld for payment if commodities and/or services provided are unsatisfactory until the resolution thereof has been completed.

## **5. RIGHTS AND REMEDIES**

- 5.1 If the contractor refuses or fails, except in cases for which extension of time and/or prices is provided, to furnish commodities or services in accordance with the requirements of the contract or within the time limits specified, the Division may, in addition to and without prejudice to any other right or remedy, purchase such commodities or services from other sources on the open market. The Division also reserves the right to cancel the contract.
- 5.2 If the cost of the commodities or services purchased on the open market exceeds the cost of such commodities or services under this contract, the contractor shall pay the difference to the Division, in addition to any other costs incurred by the Division.
- 5.3 The duties and obligations imposed by the contract documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by the laws of Canada and the Province.
- 5.4 Commodities received under this contract shall be subject to inspection by Division personnel within a reasonable time after delivery. Defective products or products received not conforming to awarded specification, will be returned at the contractor's expense.
- 5.5 The contractor warrants that title to all commodities, materials, equipment and/or software covered by an application for payment will be free and clear of liens, claims, security interests or encumbrances.

**Holy Trinity Roman Catholic School Division #22**  
**"CERTIFICATE OF ACCEPTANCE"**  
***Tender Closes: 4:00 p.m. (CST) Friday, June 23, 2017***

**I/We have carefully examined these documents and have obtained a clear and comprehensive understanding of the materials and/or services required.**

**I/We understand that if area(s) of the bid are incomplete or unclear, the Division reserves the right to reject the bid in part or in whole.**

**If applicable, Addenda Receipt:**

**In addition to this tender documentation, I/We have received addenda and acknowledge the information contained therein,**

**Dated \_\_\_\_\_**

**"As and When Required" Purchases:**

**I/We hereby agree to hold our prices for subsequent requirements from the award period until**

**Dated \_\_\_\_\_**

**I/We the undersigned hereby submit my/our tender and agree to supply all the materials and/or services as quoted herein for the execution and completion of this contract and in accordance with the terms, conditions and specifications of this tender.**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**(Legal Name of Firm)**

\_\_\_\_\_  
**(Contact Name)**

\_\_\_\_\_  
**(Phone Number)**

\_\_\_\_\_  
**(Company Address)**

\_\_\_\_\_  
**(Authorized Signature)**