WETASKIWIN
REGIONAL DIVISION
NO. 11

REQUEST FOR TENDERS
FOR
PURCHASE OF FORMER ROSEBRIER SCHOOL
PROPERTY LOCATED AT:

S.E. ¼ Sec. 31-44-22 W4M
COUNTY OF WETASKIWIN, ALBERTA

Please note that responses to this Request for Tenders must be received by 4:00 pm MDT, November 30, 2016 at the address below.

Wetaskiwin Regional Division No.11
5515-47A Avenue
Wetaskiwin, Alberta
T9A 3S3

Attention: Mrs. Sherri Senger, CPA, CMA, CSBO
Associate Superintendent, Business
REQUEST FOR TENDERS

Wetaskiwin Regional Division No.11 is inviting prospective purchasers to submit Tenders for the purchase of the lands and buildings comprising the former Rosebrier School property, legally described as:

Title No: 162 256 379

LEGAL DESCRIPTION
PLAN 1623340
BLOCK 1
LOT 6
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 2.95 HECTARES (7.29 ACRES) MORE OR LESS

MUNICIPALITY: COUNTY OF WETASKIWIN NO.10

(the "Property")

- Maps of the Property intended for information purposes only are attached to this tender as Schedule “A”.

Tenders will only be accepted when submitted in accordance with the requirements set out herein for the submission of Tenders

The sale of the Property described herein are subject to the Disposition of Property Regulation. Alta. Reg. 181/2010, a copy of which is attached as Schedule “B”, and to the extent that the Regulation applies fulfillment of its requirements is a condition precedent to any sale of the Property [see particularly section 9 (5) regarding Ministerial Approval]. In addition, it is the practice of the Government of Alberta to require a purchaser to indemnify the Board and the Government in respect of certain matters which are set out in the form of indemnification immediately following the Regulation in Schedule “B”. This form is mandatory and an executed copy must accompany the completed Tender.

1. VENDOR Wetaskiwin Regional Division No. 11 (“the Vendor”)
2. PURCHASER <Please insert your organization’s name>
3. REQUEST FOR TENDER ISSUE DATE October 21, 2016
4. **PROPERTIES**

**Title No:** 162 256 379

**LEGAL DESCRIPTION**
PLAN 1623340
BLOCK 1
LOT 6
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 2.95 HECTARES (7.29 ACRES) MORE OR LESS

**MUNICIPALITY:** COUNTY OF WETASKIWIN NO.10

5. **VENDOR CONTACTS**

5.1. For further information regarding this Request for Tenders, contact:

Name: Mrs. Sherri Senger, CPA, CMA, CSBO
Associate Superintendent, Business
Phone: (780) 352-6018

Email: sengers@wrps.ab.ca

5.2. For Property viewing arrangements contact:

Name: Mr. Bryan Rabel, Director of Plant Facilities
Phone: (780) 352-8078 ext. 22

Email: rabelb@wrps.ab.ca

6. **TENDER CLOSING DATE**

6.1. Sealed Tenders for the purchase of the Property **must be delivered to and actually be received at the following address no later than 4:00 p.m. MDT on November 30, 2016** (“the Closing Date”):

Attention: Sherri Senger, CPA, CMA, CSBO
Associate Superintendent, Business
Wetaskiwin Regional Division No.11
5515-47A Avenue
Wetaskiwin AB T9A 3S3

and shall also be plainly marked as follows:

Re: Rosebrier School Property Tender
6.2. Purchasers are required to submit one (1) copy of their Tender.

6.3. Tenders will be date stamped and the time of receipt will be noted on the tenders. The time of receipt shall be determined by the person receiving the Tenders and the notation as to time of receipt made by that person shall be deemed correct for all purposes and will not be challenged by any purchaser.

6.4. It shall be the sole responsibility of the Purchaser to ensure that the Tender is received at the aforementioned location prior to the specified time for closing. Tenders received after the specified time for closing WILL NOT be considered and will be placed in a folder marked “Rejected”.

7. **ACCEPTANCE OF TENDERS**

7.1. The Vendor reserves to itself the right to not accept any or all tenders.

7.2. If only one tender is received, the Vendor reserves the right to accept or reject it.

7.3. No tender will be considered unless submitted in writing in accordance with the instructions, terms, conditions, and specifications stipulated in this Request for Tenders.

7.4. Oral, telephoned, or electronically transmitted tenders or modifications to tenders will not be considered.

7.5. Ambiguous, unclear or unreadable tenders may be cause for rejection.

7.6. The following must be provided in each Tender in order for it to be considered responsive to this Request for Tenders:

7.6.1. Deposit by way of certified cheque in the amount of 10% of the Purchase Price, as that term is defined in the form of Offer attached hereto as Schedule “C”.

7.6.2. Completed Offer in the form attached hereto as Schedule “C”, including all conditions of the Purchaser and Purchaser’s Condition.
Date, but specifically excluding the Completion Day and the Vendor’s Condition Day.

7.6.3. Completed indemnity agreement in the form attached hereto as Schedule “B”.

7.7. The highest Purchase Price will not necessarily be accepted.

7.8. The Purchaser must quote in its Tender the Purchase Price in Canadian dollars, GST excluded (any applicable GST will be added to quoted prices).

7.9. It is the responsibility of the Purchaser to read all instructions, terms, conditions, specifications and addenda attached herein. If clarification is required, it is the responsibility of the Purchaser to obtain such clarification from the Vendor’s Associate Superintendent, Business prior to the submission of the Tender.

7.10. Each Offer must be properly executed by the Purchaser. The person(s) signing the Tender on behalf of the Purchaser shall have full and complete knowledge of all of the matters set forth therein and shall be duly authorized and responsible for the signing and approving of such Tender. All signatures shall have the name printed underneath.

7.11. The issuance of this Request for Tenders does not constitute a commitment by the Vendor to award a contract or to pay any costs incurred in the preparation of a Tender in response to this Request for Tenders to the Purchaser, or any other person. The Vendor will not assume any responsibility or liability for any costs incurred by the Purchaser in the preparation of the Purchaser’s Tender or any modification nor shall any purchaser seek to recover same under any circumstances even if the Vendor should be found to be in breach of any obligation to the Purchaser.

7.12 The Purchaser agrees that by submitting a Tender the Tender shall remain open for acceptance by the Vendor for at least a period of thirty (30) calendar days from the Closing Date of December 30, 2016.
8. **AMENDMENTS AND WITHDRAWAL OF TENDERS**

8.1. An application by a Respondent to alter, amend, or withdraw its entire tender or any parts thereof shall be delivered to the Vendor at the address specified in section 6.1 of this Request for Tenders and prior to the Closing Date and time of closing stipulated.

9. **SCREENING AND EVALUATION CRITERIA**

9.1. Upon receipt of Tenders in response to this Request for Tenders, the Vendor will screen each Tender to ensure the Purchaser’s compliance with the requirements of this Request for Tenders. The Vendor will use evaluation criteria to rate each Tender.

9.2. The following criteria will be considered in the evaluation:

9.2.1. Total Purchase Price.

9.2.2. In the event that two or more Tenders are received at the same Purchase Price, the order in which the Tenders were received as verified by the date and time stamp applied at the time of receipt of the Tender.

9.2.3. The conditions, if any, of the Purchaser.

9.2.4. Such other considerations as the Vendor may consider appropriate.

9.3. The evaluation procedure may include a shortlist based on the stated criteria. The short-listed Purchasers may be asked to prepare a presentation at their cost prior to the final selection.

9.4. Subject to the requirements of the *Freedom of Information and Protection of Privacy Act* (Alberta), (the "FOIP Act") such ratings shall be confidential, and no totals or scores of such ratings shall be released to any party.
10. **NEGOTIATION OF OFFER**

10.1 Following the final evaluation and upon acceptance of a Tender by the Vendor, the successful Purchaser and the Vendor shall be required to finalize any uncertain terms in the Offer. The Vendor may negotiate the terms of the Offer, excluding the Purchase Price, with the successful Purchaser.

10.2 This Request for Tenders and the Tender submitted by the successful Purchaser shall form part of the Offer. In the case of any conflicts, discrepancies, errors or omission among this Request for Tenders, the Tender submitted by the successful Purchaser and the Offer, the documents, and any amendments to them, shall take precedence and govern in the following order: the Offer, the Request for Tenders, the successful purchaser’s Tender.

10.3 The Purchaser acknowledges and agrees that it is a condition of the Offer that the Vendor obtain the following prior to concluding the Offer with the successful Purchaser:

10.4.1. ratification of the Offer by the Board of Trustees of the Vendor; and
10.4.2. approval of the sale of the Property by the Alberta Minister of Education.

10.4 The Purchaser acknowledges and agrees that if the Vendor fails to notify the successful Purchaser of its intention to proceed with the Offer by the Purchaser’s Condition Day, the Offer shall be null and void and of no further effect, and the Deposit shall be returned to the successful Purchaser.

11. **LIABILITY FOR ERRORS**

11.1. While the Vendor has used considerable efforts to ensure an accurate representation of information in this Request for Tenders, the information contained in this Request for Tenders is supplied solely as a guideline for purchasers. The information is not guaranteed or warranted to be accurate by the Vendor nor is it necessarily comprehensive or exhaustive. Nothing in this
Request for Tenders is intended to relieve Purchasers from forming their own opinions and conclusions in respect of the matters addressed in this Request for Tenders.

12. **CONFIDENTIALITY**

12.1. This Request for Tenders shall remain the property of the Vendor and is provided to select prospective purchasers for the exclusive purpose of preparing and submitting a tender. Reproduction and/or distribution in whole or in part of any or this entire Request for Tenders without the express written consent of the Vendor is forbidden.

12.2. The Purchaser shall keep confidential all information concerning the Vendor and/or third parties or any business activities of the Vendor or third parties acquired as a result of participation in this Request for Tenders.

12.3. The Purchaser acknowledges that the *FOIP Act* applies to all information and records relating to or obtained, generated, collected or provided under or pursuant to the terms and conditions of this Request for Tenders and agrees to abide by the requirements of the *FOIP Act* in so far as it is applicable to the Purchaser and the carrying out of the Purchaser’s duties or other obligations under or in connection with this Request for Tenders, the Offer or the Purchaser’s Tender.

13. **OWNERSHIP OF TENDERS**

13.1. All documents submitted to the Vendor in respect of this Request for Tenders become the property of the Vendor.

13.2. The Purchaser consents, and has obtained the written consent (where applicable) of any individuals identified in its tender submission, to the use of the information in the tender by the Vendor, its employees and agents, to enable the Vendor to evaluate the tender or use the information for a consistent purpose.
14. **INSPECTION**

14.1. The Purchaser acknowledges that it has been given the opportunity to inspect the Property, whether or not it has availed itself of that opportunity, and understands that **the Property is being sold AS IS**.

14.2. The Purchaser agrees that neither the Vendor nor any of the Vendor's employees or agents has made any representation, warranty, collateral agreement or condition regarding the Property or any other adjacent lands or lands in close proximity to the Property or otherwise, which may in any way directly or indirectly affect the Property or regarding this Request for Tenders other than is contained herein.

15. **PROPERTY**

15.1. The plan showing the site of the Property is enclosed as Schedule A.

16. **ASSESSMENTS**

16.1. There are no outstanding assessments owing on this Property. For further information regarding the property tax assessments on the property, contact County of Wetaskiwin No.10.

17. **ACKNOWLEDGMENT**

17.1. The Purchaser further acknowledges that it has read and understands the terms and conditions of this Request for Tenders and hereby accepts and agrees to be bound by such terms and conditions.

17.2. The Purchaser acknowledges that submission of a Tender does not create any contract and agrees that the Vendor is not bound by any duty of fairness to any purchaser in relation to its Tender or the tender process.
18. INTERPRETATION

18.1. This Request for Tenders and the Tender process shall be governed by the laws of the Province of Alberta and any action in relation thereto shall be commenced and all steps therein taken in the Judicial District of Wetaskiwin.

18.2. Capitalized terms used in the Offer and not otherwise defined herein have the meaning ascribed to them in the Offer.

18.3. Words importing the singular number include the plural and *vice versa* and words importing gender shall include all genders.

18.4. Each of the provisions contained in this Request for Tenders is distinct and severable and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Agreement.

DATED at ______________________, Alberta on ___________________, 2016.

Per: ____________________________

Per: ____________________________
SCHEDULE “A”

Site Plan
SCHEDULE “B”

Disposition of Property Regulation
SCHEDULE “C”

Form of Offer