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1. SUMMARY

SPEC NOTE: Use this article to identify the project and to bring to the Bidders' attention any 'unusual' requirements. Refer Bidders to appropriate parts of the specification for details of such 'unusual' requirements. Do not specify or repeat such requirements in this Section.

* 1. The intent of this bid call is to solicit and receive formal offers to perform the required Services, generally described as follows:

[ ]

[ ]

[ ]

[ ]

SPEC NOTE: Include the following clause only if the Province will be entering into the Contract but the facility has an Owner other than the Province.

* 1. [The Owner is [ ]; however, Her Majesty the Queen in right of Alberta, as represented by the Minister of Infrastructure (the “Province”) is duly authorized to enter into Contract for the purposes of this bid call.]
  2. Bids shall be prepared and submitted and the bidding process shall be administered in accordance with these bidding requirements.
  3. Refer to Section 01 00 15 – General Requirements for a summary of Services.

1. BID SUBMISSION
   1. Bids will be received before 2:00 p.m. local time on [ ], 20[ ] (the “bid closing time”) by:

*SPEC NOTE: Modify the following information only if the bids are to be received at another location. Ensure that the name or role of the person receiving the bids is included*

Tender Administrator

Infrastructure

2nd Floor, (2700)

Infrastructure Building

6950 - 113 Street NW

Edmonton, Alberta T6H 5V7

Fax: 780-422-9686

* 1. For bid closing purposes, the official time of receipt of bids shall be as determined by the time recorder clock used to time and date stamp bids upon submission to the above location.
  2. Submit bids on forms provided in the Bid Documents.
  3. When a pre-addressed envelope is not available, include the following information on a Bidder supplied envelope:

.1 Labeled as a “Bid”.

.2 Name of the Project/Service specified in 1.1.

.3 Address for receipt of bids, as specified in 2.1.

.4 Bidder’s Name

* 1. Seal envelope and deliver to address specified in 2.1.
  2. Oral, telephoned, fax, or e-mail bids will not be accepted nor acknowledged.

1. INVITATION TO BID

SPEC NOTE: Include this article for invitational bid calls only, where bidding is limited to invited Bidders. If Bidders have been formally prequalified, so state. Otherwise delete reference to prequalification.

* 1. This bid call is by invitation only [to prequalified Bidders].
  2. Bids submitted from Bidders not invited to bid, may cause the bid to be declared invalid and rejected.

1. BASIS OF BID - UNIT PRICE
   1. Bids shall be on a unit price basis.
   2. The sum of the unit price extensions, lump sums and allowances stated in the Unit Price Schedule of the Unit Price Bid and Contract Form shall be the bid price.
   3. Make entries in Schedule of Prices in figures only. Ensure that figures are legible.
   4. Where, in the Province's opinion, there is a question as to the legibility of figures entered by the Bidder, the Province will make a determination as to legibility. The Province may, at the Province’s sole discretion, declare as invalid and reject any bid that contains figures, which in the Province’s opinion, are illegible or open to dispute.
   5. Extensions of unit prices and addition of extended unit prices, lump sums and allowances entered in Schedule of Prices will be checked by the Province. If arithmetical errors are discovered, the unit prices shall be considered as representing the Bidder's intentions and the unit price extensions and the total amount entered in the Schedule of Prices and the Bid Form will be corrected accordingly by the Province. The Bidder shall be bound to such corrected amounts.
   6. If no unit price is stated for an item, but an extended amount is stated, a unit price determined by dividing the extended amount by the estimated quantity shall be considered as representing the Bidder's intentions.
   7. The total amount of the bid shall be the arithmetically correct sum of the arithmetically correct unit price extensions, lump sums and allowances in the Schedule of Prices.
   8. Each unit price stated in the Schedule of Prices shall be the total price for that item of work.
   9. Unless otherwise indicated, quantities specified in Schedule of Prices are estimated quantities and shall not be considered as actual quantities of work to be performed. Subject to Contract terms, unit prices stated in Schedule of Prices shall be applied to actual quantities of work performed as measured in accordance with the Contract.
2. SUFFICIENCY OF BID
   1. The submission of a bid shall constitute an incontrovertible representation by the Bidder that:
      1. the Bidder has complied with all bidding requirements,
      2. the Bidder is qualified and experienced to perform the Work in accordance with the Bid Documents,
      3. the bid is based upon performing the Work in accordance with the Bid Documents, without exception, and
      4. the price or prices stated in the bid cover all the Bidder's obligations under the Contract and all matters and things necessary for the performance of the Work in accordance with the Bid Documents.
3. BID DOCUMENTS
   1. The Bid Documents are the documents issued or made available to Bidders by the Province for the purpose of preparing a bid. The Bid Documents consist of the following Sections or documents:

SPEC NOTE: Edit list to ensure that it accurately reflects all documents issued or made available to Bidders.

* + 1. Instructions to Bidders.
    2. [Pre-Bid Meeting.]
    3. [Information Documents.]
    4. Unit Price Bid and Contract Form.
    5. General Conditions of Contract.
    6. [Supplementary Conditions.]
    7. Public Works Act Claims.
    8. Addenda issued during bid period.
    9. [Letter of Invitation to Bid.]

1. BID AND CONTRACT FORM
   1. Complete the Unit Price Bid and Contract Form in its entirety and sign. Any required information that is omitted or illegible, any alterations to the text, or any conditions added on or submitted with the Form, may cause the bid to be declared invalid and rejected.
   2. The Province will not consider unsolicited supplementary or clarifying information received from Bidders unless such information is requested by the Province.
2. BID MODIFICATION
   1. A submitted bid may be modified, provided the modification:
      1. is in the form of a fax transmittal received at the fax number specified in 2.1, before the bid closing time, and
      2. states the project title, plan number, name of the Bidder, the nature of the modification, and is signed by an authorized person.
   2. For bid closing purposes, the official time of receipt of faxed bid modifications shall be the time of receipt automatically printed on the fax transmission by the receiving fax machine.
   3. When submitting a modification directing a change in a bid amount, do not reveal the original amount nor the revised amount. State only the amount to be added to or deducted from an original bid amount.
   4. When submitting a second or more modifications related to a single bid amount, ensure that there is no ambiguity as to the intended bid price.
   5. The Province will assume no responsibility or liability for the content of modifications, or for modifications that are, for any reason, delayed, illegible, unclear as to intent, ambiguous, contrary to these instructions, or otherwise improperly received. The Province may disregard improperly received modifications.
3. BID WITHDRAWAL AND ACCEPTANCE
   1. At Bidder’s written request, a bid may be withdrawn at any time before the bid closing time.
   2. A bid may not be withdrawn at or after bid closing time and shall be open to acceptance by the Province until:
      1. some other Bidder has entered into a contract with the Province for performance of the Service, or
      2. 35 days after the bid closing time,
      3. whichever occurs first.
   3. The 35 day acceptance period referred to above shall commence at midnight of the date of bid closing and shall terminate at midnight of the 35th day thereafter. If the 35th day falls on a statutory holiday, such day(s) shall be omitted from the computation.
   4. The 35 day acceptance period referred to above may be extended at the Province's request and subject to the Bidder's written agreement to the extension.
   5. The Contract shall be established once the Province signs the Bid and Contract form of the successful Bidder.
   6. The lowest or any bid will not necessarily be accepted and the Province may reject any and all bids.

*SPEC NOTE: Include .1 and .2 below only if there will be a bid opening. Delete otherwise.*

1. BID OPENING
   1. A public bid opening will commence no later than 90 minutes after the bid closing time, at the address specified in Article 2. All bidders are invited to attend.
   2. The legal name of each Bidder and the bid price stated on the Unit Price Bid and Contract Form will be read aloud. The reading aloud of a bid price shall not be considered a representation or warranty that the price is correct or that the bid is valid.

OR

*SPEC NOTE: Include .1 below only if the bid call is issued by the Facilities Manager / Facilities Coordinator.*

* 1. There will not be a public bid opening.

1. POSTING OF BID RESULTS AND AWARD INFORMATION

*SPEC NOTE: Include .1 below for tenders that are posted on the Alberta Purchasing Connection (APC) or COOLNet. Delete otherwise.*

* 1. Bid results and bid award information for public procurements will be made available on Alberta Purchasing Connection. Unit prices will not be disclosed.

OR

*SPEC NOTE: Include .1 below for “invitational” tender. Delete otherwise.*

* 1. Bid results and bid award information for invitational procurements will be provided to all bidders. Unit prices will not be disclosed.

1. IRREGULARITIES
   1. A bid that is informal, incomplete, qualified, non-compliant with the requirements of the Bid Documents, or otherwise irregular in any way, may be declared invalid and rejected.
   2. The Province may accept or waive a minor and inconsequential irregularity.
   3. The determination of what is, or is not, a minor and inconsequential irregularity; the determination of whether to accept, waive, or require correction of an irregularity; and the final determination of the validity of a bid, shall be at the Province's sole discretion.
2. AVAILABILITY OF BID DOCUMENTS

SPEC NOTE: Use only .1 below if this article is for “invitational” tenders and delete remainder of this article.

* 1. This article is left intentionally blank.

**OR**

SPEC NOTE: Use .1 below if service is NOT construction related and delete the other .1 options in this article.

* 1. Bid Documents are only available through Alberta Purchasing Connection (APC) at [www.purchasingconnection.ca](http://www.purchasingconnection.ca/)

OR

SPEC NOTE: Use .1 below if service is construction related and delete the other .1 options in this article.

* 1. Bid Documents are made available in electronic form, from COOLNet Alberta at [www.coolnetalberta.com](http://www.coolnetalberta.com). Bid Documents are also available in hard copy, at no charge, to the bidders, at the following location only:

Tender Administrator

Infrastructure

2nd Floor, (2700)

Infrastructure Building

6950 – 113 Street NW

Edmonton, Alberta T6H 5V7

Telephone: 780-427-3962

Fax: 780-422-9686

Toll free (within Alberta): 310-0000 followed by above telephone or fax number.

* 1. The Province will assume no responsibility or liability for the completeness of any Bid Documents obtained from a source other than the sources identified above.
  2. In the event of a discrepancy between Bid Documents obtained from the sources identified above and any other versions of the Bid Documents, the Bid Documents obtained from the sources identified herein shall be deemed to be correct.
  3. Promptly notify the Province at the office identified under “Inquiries” upon discovery of any discrepancies.

1. GST EXCLUDED
   1. Bidders shall not include GST in their bid.
2. EXAMINATION OF BID DOCUMENTS AND SITE
   1. Bidder shall, before submitting a bid:
      1. examine and read the Bid Documents thoroughly;
      2. visit site and its surroundings and other locations to become familiar with local and other conditions affecting the Services;
      3. consider the effect of regulatory requirements applicable to the Services;
      4. study and correlate Bidder's observations with the Bid Documents;
      5. immediately notify Province of all perceived omissions and discovered conflicts, errors, and discrepancies in the Bid Documents; and
      6. be satisfied that Bidder understands the Bid Documents and is competent to undertake and complete the Services.
   2. Claims for extra payment will not be considered in respect to conditions which could have been ascertained by an inspection of the site prior to Bid Closing Date and Time.
3. APPLICABLE LEGISLATION RELATED TO CLAIMS

SPEC NOTE: Edit this article to include the Builder’s Lien Act (Alberta) where the land on which the Work takes place does not belong to Her Majesty the Queen in the right of Alberta

* 1. *The Public Works Act* (Alberta) applies to this Project; the *Builder’s Lien Act* (Alberta) [does not] [may also] apply.
  2. Public Works Act claim procedures shall be in accordance with Section 00 73 90.
  3. [Lien claim procedures shall be in accordance with the *Builders' Lien Act*.]

1. ALLOWANCES
   1. Include in bid price all allowances specified in Section [01 21 13 and Section] 01 21 16.
2. AGREEMENT
   1. The successful Bidder will be required to enter into a formal Agreement with the Province for performance of the Services.
3. CONFLICT OF INTEREST
   1. Any business entity or individuals that could create a conflict of interest or a perceived conflict of interest shall not submit a Bid.
   2. If a Bidder considers that a particular relationship or association does not create a real or apparent conflict of interest and will not create a perception of conflict of interest, but is concerned that the Province could arrive at a different conclusion, the Bidder shall:
      1. fully disclose the circumstances to the Province at the earliest possible date, and
      2. request that the Province provide an interpretation before the Bid Closing as to whether the relationship or association creates a conflict of interest or a perception of conflict of interest.
   3. In assessing whether a conflict of interest or a perceived conflict of interest exists; the Province will consider in the exercise of his discretion whether any submissions include:
      1. individuals who through their current employment or association with the Government of Alberta have had involvement with or knowledge of the Project,
      2. firms or individuals currently retained by the Province in relation to the Projects,
      3. any individual that is a member of the Legislative Assembly of Alberta or an associated person as set out in the Conflicts of Interest Act, or
      4. any business entity that consists of or contains current employees of the Government of Alberta.
   4. At the Province’s sole discretion, the Province may disqualify a Bid where a conflict of interest or a perceived conflict of interest exists, or where there is evidence of collusion. The decision of the Province is final and binding.
4. INFORMATION DISCLOSURE
   1. The Bidder acknowledges that:
      1. The FOIP Act applies to all information and records relating to, or obtained, generated, created, collected, or provided under, Contract and which are in the custody or under the control of the Province. The FOIP Act allows any person a right of access to records in the Province custody or control, subject to limited and specific exceptions as set out in the FOIP Act; and
      2. The Bidder, if it considers portions of its Bid to be confidential, shall identify those parts of its Bid to the Province considered to be confidential and what harm could reasonably be expected from disclosure. The Owner does not warrant that this identification will preclude disclosure under the FOIP Act.
   2. The purpose of collecting Personal Information for this Bid is to enable the Province to ensure the accuracy and reliability of the information, to evaluate the Bid, and for other related purposes of the Province. Authority for this collection is the *Government Organization Act* (Alberta), as amended from time to time and section 33 (c) of the *FOIP Act*.
5. CONFIDENTIALITY
   1. Subject to Article “20. - Information Disclosure”
   2. The Bidder and their employees, subcontractors, and agents shall:
      1. keep strictly confidential all information concerning the Province or third parties, or any of the business or activities of the Province or third parties acquired as a result of participation in this Bid process; and
      2. only use, copy or disclose such information as necessary for the purpose of submitting a Bid or upon written authorization from the Province.
   3. The Bidder shall maintain security standards, including control of access to data and other information consistent with the highest standards of business practice in the industry.
   4. No press release or other public announcement relating to this Bid shall be issued without the prior written consent of the Province.
   5. If a Bidder becomes aware of any situation whereby a breach of confidentiality may have or has occurred, the Bidder shall notify, as soon as is practicable, the contact listed on the front cover of this Bid package and provide details of the situation. The Bidder shall cooperate with the Province with respect to any directions provided by the Province.
   6. If the Bidder, employees, subcontractors, or agents fail to maintain confidentiality or security of information in addition to any other remedies available in law, the result may be suspension of the Bidder, its officers, directors, partners, employees, agents, and representatives from future Province’s opportunities for a period of up to 12 months, as decided in the sole discretion of the Province. Such suspension shall begin when the Bidder is notified by the Province.
6. TRADE AGREEMENTS
   1. This procurement is subject to Chapter 5 (Government Procurement) of the Canadian Free Trade Agreement, and the New West Partnership Trade Agreement.
7. LEGAL JURISDICTION
   1. This Bid process shall be governed and interpreted in accordance with the laws in force in Alberta and the Bidder irrevocably attorns to the exclusive jurisdiction of the Courts in Alberta.
8. LANGUAGE
   1. All Bids, including attachments and other information, must be in English.
9. INTERPRETATION AND MODIFICATION OF BID DOCUMENTS
   1. Submit questions about the meaning and intent of the Bid Documents to the Province at the office identified under "Inquiries".
   2. If an inquiry requires an interpretation or modification of the Bid Documents, the response to that inquiry will be issued in the form of a written addendum only, to ensure that all bidders base their bids on the same information.
   3. Addenda may also be issued by the Province to modify the Bid Documents as considered necessary by the Province.
   4. Any replies to inquiries or interpretations or modifications of the Bid Documents made verbally, by e-mail, or by any manner other than in the form of a formal written addendum, shall not be binding.
   5. Headings are used for convenience only, and they do not affect the meaning or interpretation of the clauses.
   6. Words in singular include the plural and vice versa.
10. ADDENDA
    1. Bidders who obtained Bid Documents from APC or COOLNet are advised that it is their responsibility to check that specific website to obtain any addenda that been issued.
    2. The Province will email, fax or courier addenda to all parties who have been recorded as having obtained hardcopy Bid Documents from the Province.
    3. In the event of an invitational bid call, the Province will email addenda to all invited parties.
    4. Addenda shall become part of the Bid and Contract Documents.
    5. Each Bidder shall ascertain before bid submission that it has received all addenda issued by the Province and shall, by signing the Bid Form, acknowledge that all issued addenda have been examined, read, and considered in their bid.

SPEC NOTE: When issuing addenda late in the bid period, ensure there is ample time left to ensure receipt by all Bidders before the bid closing time.

1. INQUIRIES
   1. Direct inquiries by email during the bid period to the person identified on the cover page.

END OF SECTION

SPEC NOTE: Press Ctrl+A at the same time to select entire document and then press on F9 to update article numbering for this document.