This Master Specification Section contains:

This Cover Page

Specification Section Text:

* 1. Summary
  2. Bid Submission
  3. Basis of Bid – Stipulated Price
  4. [Basis of Bid – Unit Price]
  5. Tied Bids
  6. Bid Evaluation and Contract Award
  7. Suspension
  8. Bid Documents
  9. Bid and Contact Form
  10. Bid and Contract Form Supplements
  11. Bid Modification and Withdrawal
  12. Bid Acceptance
  13. Bid Rejection
  14. Bid Opening
  15. Posting of Bid Results and Award Information
  16. Irregularities
  17. Safety Prequalification
  18. Availability of Bid Documents
  19. GST
  20. Examination of Bid Documents and Site
  21. Bid Security
  22. Contract Security
  23. Product Options and Substitutions
  24. Conflict of Interest
  25. Information Disclosure
  26. Interpretation and Modification of Bid Documents
  27. Confidentiality
  28. Trade Agreements
  29. Legal Jurisdiction
  30. Lobbyist Act
  31. Language
  32. Addenda

|  |  |
| --- | --- |
| **Change Log** | **\\goa\desktop\K_O\norman.ho\Desktop\AB-Sig 2Color Sky CMYK.jpg** |
|  | **Section 00 21 14**  **Instructions to Bidders** |

**Changes made in this Section Update (2024-05-02):**

1. Add new section for the Vendor Submission Requirements webpage.

**STATEMENT ON PROHIBITIONS RELATED TO RUSSIAN AGGRESSION IN THE UKRAINE**

Sanctions related to the Russian invasion of Ukraine have been imposed by the Government of Canada under the [*Special Economic Measures Act*.](https://laws-lois.justice.gc.ca/eng/acts/S-14.5/page-1.html) The Government of Canada has stated that the sanctions have been imposed “in order to respond to the gravity of Russia’s violation of the sovereignty and territorial integrity of Ukraine, and grave human rights violations that have been committed in Russia”.

The Special Economic Measures Regulations applicable to Russia, Belarus and Ukraine under the [*Special Economic Measures Act*](https://laws-lois.justice.gc.ca/eng/acts/S-14.5/page-1.html) impose an asset freeze and dealings prohibition on designated persons listed in Schedule 1 of the Regulations, which include both individuals and entities.

Consistent with the Regulations, the Province reserves the right to limit or prohibit Proposals from the designated persons and entities listed in Schedule 1 of the [Special Economic Measures (Russia) Regulations](https://laws-lois.justice.gc.ca/eng/regulations/SOR-2014-58/FullText.html), the [Special Economic Measures (Belarus) Regulations](https://laws.justice.gc.ca/eng/regulations/SOR-2020-214/FullText.html), and the [Special Economic Measures (Ukraine) Regulations](https://laws-lois.justice.gc.ca/eng/regulations/sor-2014-60/FullText.html), as amended from time to time, or from entities that could benefit such individual or entities, directly or indirectly, if they were to enter a Contract with the Province.

Questions about these prohibitions can be directed to the Inquiries Contact.

**VENDOR SUBMISSION REQUIREMENTS WEBPAGE**

Supplemental information on mandatory submission requirements and procurement best practices are available on the Vendor Submission Requirements webpage. This information is intended to assist vendors to successfully compete in an Alberta Infrastructure procurement by limiting the risk that the submission will be found to be non-compliant.

The webpage can be viewed at: <https://www.alberta.ca/vendor-submission-requirements>.

The Vendor Submission Requirements webpage, or any part thereof, is not part of the procurement or contracts documents. Please review the disclaimer on the webpage for more information.

SUMMARY

* 1. The intent of this Adjusted Price bid call is to solicit and receive formal offers to [perform the following Work] [construct the following Project]:

[LOCATION - BUILDING NAME]

[Contract Title]

[Secondary Contract Title]

BID SUBMISSION

* 1. Electronic bids will be accepted until the bid closing date and time (“Bid Closing”) identified on the cover page of the Bid Documents as follows:
     1. Electronic bids:
        1. Submit bids via the Infrastructure designated e-mail submission system. The e-mail submission system is accessible at:

[infras.tenderadmin@gov.ab.ca](mailto:infras.tenderadmin@gov.ab.ca)

* + - 1. Oral, telephoned, fax or hard copy bids will not be accepted nor acknowledged.
  1. Official Bid Closing will be determined as follows:
     1. Electronic Bid Submissions: the official time shall be as determined by the   
        e-mail submission system clock.
  2. Bidder is solely responsible for ensuring that the complete bid submission, including all attachments, is received before Bid Closing.
  3. A Bidder must not submit more than one bid.
  4. Extension of Bid Closing:
     1. The Province may extend the Bid Closing by addendum.

BASIS OF BID – STIPULATED PRICE

* 1. Bids shall be on a stipulated price basis.

OR

BASIS OF BID – UNIT PRICE

SPEC NOTE: If basis of bid is a unit price arrangement with alternatives, modify this article to suit.

* 1. Bids shall be on a unit price basis.
  2. The unit prices, lump sums and allowances stated in the Schedule of Prices shall form the basis of 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 and Contract Form will be corrected accordingly by the Province. 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 a reasonable 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.

TIED BIDS

* 1. If there is a tie in the Adjusted Price of two or more compliant bids, the bid with the lowest price on the Bid and Contract Form will be the winner. If there is a tie amongst the amounts set out on the Bid and Contract Forms, the Province will provide the tied Bidders with a method for determining the successful Bidder.

BID EVALUATION AND CONTRACT AWARD

* 1. The following expressions have the following meanings:
     1. “Vendor Performance Management Program” or “VPMP” is the Province's vendor performance program which records and manages performances of vendors contracting with the Province;
     2. “Overall Vendor Performance Rating” or “OVPR” refers to the Province's record of three-year weighted rolling average for each performance evaluation result under the Province's VPMP system, as ranked on scale of one (1) to five (5). Details can be found in the VPMP document.
  2. As part of its bid evaluation and selection process, the Province will be taking into consideration the OVPR of the Bidder, as calculated in the Province's VPMP system as of the Bid Closing date.
     1. If a Bidder does not have an OVPR recorded in the VPMP system, a default score of three (3) for evaluation purposes only will be used as an OVPR for that Bidder.
  3. **VPMP Adjustment.** For the purpose of evaluation, each bid will be assigned an “Adjusted Price” which shall be calculated as follows:

Adjusted Price = Adjusted Bid Amount x [1 - 0.05 x (OVPR - 3) / 2]

* 1. The successful Bidder shall be determined on the basis of the Adjusted Price. The bid price is paid to the successful Bidder, not the adjusted price.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| *Evaluation Example (for the purpose of demonstration only):* | | | | |
|  | ***Bidder A*** | ***Bidder B*** | ***Bidder C*** | ***Bidder D*** |
| ***Submitted Bid Amount*** | ***$ 500,000*** | ***$ 490,000*** | ***$ 480,000***  *(underline indicates lowest bid)* | ***$ 550,000*** |
| *OVPR score in Infrastructure’s VPMP system* | *4.2*  *(i.e. past performance has exceeded expectations)* | *3.0*  *(i.e. past performance has met expectations)* | *2.1*  *(i.e. past performance is below level of expectations)* | *No OVPR score*  *(e.g. no previous VPMP contract, i.e. default score is 3.0)* |
| *Adjustment formula* | *1 – 5% of*  *(4.2 – 3) /2* | *1 – 5% of*  *(3 – 3) / 2* | *1 – 5% of (2.1 – 3) / 2* | *1 – 5% of (3 – 3) / 2* |
| *Adjustment %*  *(95-105)* | *97.00%*  *(3% reduction)* | *100%*  *(no adjustment)* | *102.25%*  *(2.25% increase)* | *100%*  *(no adjustment)* |
| ***Adjusted Price (for evaluation purposes only)*** | ***$ 485,000***  ***(underline indicates lowest adjusted price*** | ***$ 490,000*** | ***$ 490,800*** | ***$ 550,000*** |
| ***Final Ranking*** | ***1*** *(selected)* | *2* | *3* | *4* |

* 1. Adjusted Prices are for evaluation ranking purposes only, and shall have no effect on the Bidder's final bid price for the purposes of the Contract.
  2. In the event of a conflict between the VPMP document and the terms of this document, the terms of this document shall govern. The VPMP document can be viewed at: <https://www.alberta.ca/vendor-performance-management-program.aspx>

SUSPENSION

* 1. A Bidder shall not be a suspended vendor in the Province's VPMP system as of the Bid Closing date.
  2. A bid submitted by a suspended vendor will be declared ineligible and rejected.

BID DOCUMENTS

* 1. The Bid Documents consist of these Specifications, the Drawings, if any, information documents, if any, and addenda, if any.

BID AND CONTRACT FORM

* 1. Complete Section [00 41 14 – Stipulated Price] ***OR*** [00 41 49 – Unit Price] Bid and Contract Form in its entirety and sign.
  2. Submit Bid and Contract Form in PDF format in accordance with Article 2 – Bid Submission. Any required information that is omitted or illegible, any alterations to the text, or any conditions added on or submitted with the Bid and Contract Form may cause the bid to be declared invalid and rejected.
  3. An abnormally low proposed bid is one where the bid, in combination with other constituent elements of the bid, appears unreasonably low to the extent that the proposed bid raises material concerns as to the capability of the Bidder to perform the Contract for the proposed bid.
     1. In the event of identification of a potential abnormally low proposed bid, the Province shall seek written clarifications from the Bidder, including detailed price analyses of its proposed bid in relation to the subject matter of the Contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Adjusted Price bid call.
     2. After evaluation of the price analysis, in the event the Province determines that the Bidder has failed to demonstrate its capacity to perform the Contract for the proposed bid price, the Province shall reject the bid.

BID AND CONTRACT FORM SUPPLEMENTS

* 1. Prepare and submit each required supplement to the Bid and Contract Form as specified below:
     1. Bid security, as specified in Section 00 43 13, prior to Bid Closing.

BID MODIFICATION AND WITHDRAWAL

* 1. Bids may be modified or withdrawn at any time before the Bid Closing by submitting a request to modify or withdraw the bid to the Submission Address set out on the cover page.

BID ACCEPTANCE

* 1. A bid may not be withdrawn at or after the Bid Closing 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 Work, or
     2. 35 Days after the Bid Closing,

whichever occurs first.

* 1. The 35 Day acceptance period referred to above shall commence at midnight of the date of the 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.
  2. 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.
  3. The Contract shall be established upon issuance, by the Province to the successful Bidder, of a letter accepting the bid.

BID REJECTION

* 1. The lowest priced or any bid will not necessarily be accepted and the Province may reject any and all bids.

BID OPENING

* 1. Bids will not be opened publicly.

POSTING OF BID RESULTS AND AWARD INFORMATION

* 1. Bid results and bid award information will be available on:
     1. Alberta Purchasing Connection at <https://vendor.purchasingconnection.ca>

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.
  4. Discrepancies between words and figures will be resolved in favour of words.

SAFETY PREQUALIFICATION

SPEC NOTE: The department’s policy is to normally include this article for all construction contracts whose estimated cost exceeds $100,000. However it should be recognized that for some types of >$100,000 contracts most or all potential Bidders may not be certified, e.g. where the prime contract Bidders will all be 'trade' contractors (not 'general' contractors). This requirement could therefore limit the number of Bidders to an unacceptable degree, in which case waiving this requirement (by deleting this article and related requirements specified in Section 01 00 15, General Requirements, should be reviewed with the department.

* 1. As a precondition to contract award, and before the Contract will be signed, the Prime contractor must provide a valid standard Certificate of Recognition (COR), a valid Certificate of Recognition Equivalency Letter (COREL) for out of province bidders, or a valid Temporary Letter of Certification (TLC) for a standard COR as issued by Alberta Construction Safety Association (ACSA) or another certifying partner authorized by Alberta Ministry of Jobs, Economy and Trade to issue CORs or TLCs. Possession of other than a standard COR, such as a Small Employer Certificate of Recognition (SECOR) is not acceptable.
  2. Submit evidence of safety qualifications by the earlier of:
     1. The date that the Province may request in writing, or
     2. Seven days before expiry of the bid acceptance period.
  3. Prospective Bidders who do not possess a standard COR, COREL or a TLC for a standard COR, and wish to obtain information about obtaining either one, are advised to contact:

Alberta Construction Safety Association

225 Parsons Road SW

Edmonton, Alberta T6X 0W6

Telephone: 780-453-3311 or 1-800-661-2272

Fax: 780-455-1120 or 1-877-441-0440

e-mail: [COR@youracsa.ca](mailto:COR@youracsa.ca)

Website: <https://www.youracsa.ca>

or another certifying partner authorized by Alberta Ministry of Jobs, Economy and Trade.

AVAILABILITY OF BID DOCUMENTS

SPEC NOTE: Delete this article for “invitational” tenders, where bid documents are issued to invited bidders with a letter of invitation.

* 1. Bid Documents are only made available in electronic form from Alberta Purchasing Connection at [https://vendor.purchasingconnection.ca](https://vendor.purchasingconnection.ca/)
  2. The Province will assume no responsibility or liability for the completeness of any Bid Documents obtained from a source other than the source identified above.

GST

* 1. Bidders shall not include GST in their bid.

EXAMINATION OF BID DOCUMENTS AND SITE

SPEC NOTE: Include Section 00 25 13 if a pre-bid meeting, or a pre-bid meeting in conjunction with a site inspection, is required.

* 1. Refer to Section 00 25 13 - Pre-Bid Meeting. [This meeting will be the only opportunity for Bidders to review the facility’s safety and security regulations which may impact the bid.].

BID SECURITY

* 1. Provide and submit the bid security specified in Section 00 43 13 - Bid Security.

CONTRACT SECURITY

* 1. Provide and include in bid price for security specified in Section 00 61 13 - Contract Security.

PRODUCT OPTIONS AND SUBSTITUTIONS

* 1. Where products are specified by a proprietary specification, and substitutions are permitted, Bidders may base their bids on a named product or manufacturer or on unnamed substitutions, subject to the requirements specified for substitutions in the General Conditions.
  2. During the bid period, it is the sole responsibility of each Bidder to determine whether a substitution meets the requirements specified in the General Conditions.
  3. The Province will not consider requests for approval of substitutions from Bidders during bid period. Substitutions will be evaluated and approved or rejected by the Province after contract award.

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* (Alberta); 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.

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 the Bid Documents or the 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 Province 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 Ac*t (Alberta), as amended from time to time and section 33 (c) of the *FOIP Act*.

INTERPRETATION AND MODIFICATION OF BID DOCUMENTS

* 1. Submit questions about the meaning and intent of the Bid Documents to the Inquiries Contact identified on the cover page.
  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. Submit inquiries as early as possible in the bid period, but no later than five (5) Business Days before Bid Closing. If an inquiry requires an interpretation or modification of the Bid Documents, but is received too close to the bid closing time to permit issuance of an addendum, the Province may be unable to respond to that inquiry.
  4. Any replies to inquiries or interpretations or modifications of the Bid Documents made by any manner other than in the form of a written addendum, shall not be binding.
  5. The Bidder has the responsibility to notify the Province, in writing, of any ambiguity, divergence, error, or omission, oversight, contradiction, or item subject to more than one interpretation in these Bid Documents, no later than five (5) Business Days before Bid Closing, and to request any instruction, decision, or direction required to prepare the bid.
  6. Headings are used for convenience only, and they do not affect the meaning or interpretation of the clauses.
  7. Words in singular include the plural and vice versa.

CONFIDENTIALITY

* 1. Subject to Article [24] [ ] - 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 Inquiries Contact identified on the cover page 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.

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.

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.

LOBBYIST ACT

* 1. The Bidder acknowledges that:
     1. the *Lobbyists Act* (Alberta), as amended from time to time, establishes certain obligations and prohibitions with respect to lobbying and contracts for paid advice, as those terms are defined in the *Lobbyists Act* (Alberta); and
     2. it is responsible for complying with the *Lobbyists Act* (Alberta) during the bidding process, and if the successful Bidder, during the Contract.

LANGUAGE

* 1. All bids, including attachments and other information, must be in English.

ADDENDA

* 1. During the bid period, the Province may issue addenda.
  2. Bidders are advised that it is their responsibility to use Alberta Purchasing Connection, to obtain any addenda that have been issued.
  3. Addenda are part of the Bid and Contract Documents.

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.

END OF SECTION