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| **Section Cover Page** | **AB-Sig 2Color Sky CMYK** |
| **Section 00 21 14**  **2023-09-07 Instructions to Bidders** | |

This Master Specification Section contains:

.1 This Cover Page

.2 Specification Section Text:

1. Summary
2. Bid Submission
3. Invitation to Bid (or Deleted Intentionally)
4. Basis of Bid - Unit Price
5. Tied Bids
6. Bid Documents
7. Bid and Contract Form
8. Bid Modification and Withdrawal
9. Bid Acceptance
10. Bid Rejection
11. Bid Opening
12. Posting of Bid Results and Award Information
13. Irregularities
14. Availability of Bid Documents
15. GST
16. Examination of Bid Documents and Site
17. Applicable Legislation Related to Claims
18. Allowances
19. Agreement
20. Conflict of Interest
21. Information Disclosure
22. Confidentiality
23. Trade Agreements
24. Legal Jurisdiction
25. Language
26. Interpretation and Modification of Bid Documents
27. Addenda

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| **Change Log** | \\goa\desktop\K_O\norman.ho\Desktop\AB-Sig 2Color Sky CMYK.jpg |
| **Section 00 21 14**  **2023-09-07 Instructions to Bidders** | |

**Changes made in this Section Update (2023-09-07):**

1. **Correction to link:** Special Economic Measures (Ukraine) Regulations

**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.

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 following Services:

[ ]

[ ]

[ ]

[ ]

1. Bids shall be prepared and submitted and the bidding process shall be administered in accordance with these bidding requirements.
2. Refer to Section 01 00 15 – General Requirements for a summary of Services.
3. BID SUBMISSION
4. Electronic Bids will be accepted until the Bid Closing Date and Time (“Bid Closing”) identified on the cover page.
5. Electronic Bids:
   * 1. Submit Bids via the Infrastructure designated e-mail submission system. The e-mail submission system is accessible at:

SPEC NOTE: Modify the following information to identify the email address for Bid submission.

[[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 submission, including all attachments, is received before the 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.
5. 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 and replace with 3. Intentionally Deleted.

1. This Bid call is by invitation only [to prequalified Bidders]. Submit Bids only in the name indicated in the letter of invitation to Bid.
2. Bids submitted in a name different to that indicated on the invitation, and from Bidders not invited to Bid, may cause the Bid to be declared invalid and rejected.

OR

1. Intentionally Deleted.
2. BASIS OF BID - UNIT PRICE
3. Bids shall be on a unit price basis.
4. The unit prices, lump sums and allowances stated in the Unit Price Schedule of the Unit Price Bid and Contract Form shall form the basis of the Bid price.
5. Make entries in Unit Price Schedule in figures only. Ensure that figures are legible.
6. 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.
7. Extensions of unit prices and addition of extended unit prices, lump sums and allowances entered in Unit Price Schedule 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 Unit Price Schedule and the Bid Form will be corrected accordingly by the Province. The Bidder shall be bound to such corrected amounts.
8. 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.
9. 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 Unit Price Schedule.
10. Each unit price stated in the Unit Price Schedule shall be the total price for that item of work.
11. Unless otherwise indicated, quantities specified in Unit Price Schedule are estimated quantities and shall not be considered as actual quantities of work to be performed. Subject to Contract terms, unit prices stated in Unit Price Schedule shall be applied to actual quantities of work performed as measured in accordance with the Contract.
12. TIED BIDS
13. If there is a tie in the Bid price of two or more compliant Bids, the Bid with the lowest price on the Bid Form will be the winner. If there is a tie amongst the amounts set out on the Bid Forms, the Province will provide the tied Bidders with a method for determining the successful Bidder.
14. BID DOCUMENTS
15. 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.]
10. BID AND CONTRACT FORM
11. Complete Section 00 40 41 - Unit Price Bid and Contract Form in its entirety and sign.
12. Submit Bid 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 Form, may cause the Bid to be declared invalid and rejected.
13. 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.
14. 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 Bid call.
15. After evaluation of the price analyses, in the event the Province determines that the Bidder has failed to demonstrate its capacity to perform the Contract for the proposed Bid, the Province shall reject the Bid.
16. BID MODIFICATION AND WITHDRAWAL
17. 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.
18. BID ACCEPTANCE
19. A Bid may not be withdrawn at or after 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 Services, 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 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 once the Province signs the Bid and Contract form of the successful Bidder.
4. BID REJECTION
5. The lowest or any Bid will not necessarily be accepted and the Province may reject any and all Bids.
6. BID OPENING
7. Bids will not be opened publicly.
8. POSTING OF BID RESULTS AND AWARD INFORMATION

SPEC NOTE: Include .1 below for Bid Documents that are posted on the Alberta Purchasing Connection (APC). Delete otherwise.

1. Bid results and bid award information for public procurements will be available on Alberta Purchasing Connection at: [https://vendor.purchasingconnection.ca](https://vendor.purchasingconnection.ca/). Unit prices will not be disclosed.

***OR***

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

1. Bid results and bid award information for invitational procurements will be provided to all Bidders. Unit prices will not be disclosed.
2. IRREGULARITIES
3. 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.
4. The Province may accept or waive a minor and inconsequential irregularity.
5. 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.
6. AVAILABILITY OF BID DOCUMENTS
7. Bid Documents are not available in hard copy.
8. Bid Documents are only made available in electronic form, from Alberta Purchasing Connection at [https://vendor.purchasingconnection.ca](https://vendor.purchasingconnection.ca/)

OR

SPEC NOTE: Use only .2 below if this article is for “invitational” tenders.

1. Bid Documents will be emailed to invited Bidders only.
2. 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.
3. GST
4. Bidders shall not include GST in their Bid.
5. EXAMINATION OF BID DOCUMENTS AND SITE
6. 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.
7. 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.
8. APPLICABLE LEGISLATION RELATED TO CLAIMS
9. *The Public Works Act* (Alberta) applies to this Project.
10. *Public Works Act* claim procedures shall be in accordance with Section 00 73 90.
11. ALLOWANCES
12. Include in Bid price all allowances specified in Section [01 21 13 and Section] 01 21 16.
13. AGREEMENT
14. The successful Bidder will be required to enter into a formal Agreement with the Province for performance of the Services.
15. CONFLICT OF INTEREST
16. Any business entity or individuals that could create a conflict of interest or a perceived conflict of interest shall not submit a Bid.
17. 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.
18. 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.
19. 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.
20. INFORMATION DISCLOSURE
21. 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 Document 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*.
22. 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*.
23. CONFIDENTIALITY
24. Subject to Article 21. - Information Disclosure.
25. 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.
26. 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.
27. No press release or other public announcement relating to this Bid shall be issued without the prior written consent of the Province.
28. 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.
29. 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.
30. TRADE AGREEMENTS
31. This procurement is subject to Chapter 5 (Government Procurement) of the Canadian Free Trade Agreement, and the New West Partnership Trade Agreement.
32. LEGAL JURISDICTION
33. 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.
34. LANGUAGE
35. All Bids, including attachments and other information, must be in English.
36. INTERPRETATION AND MODIFICATION OF BID DOCUMENTS
37. Submit questions about the meaning and intent of the Bid Documents to Inquiries Contact identified on the cover page.
38. 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.
39. Addenda may also be issued by the Province to modify the Bid Documents as considered necessary by the Province.
40. Any replies to inquiries or interpretations or modifications of the Bid Documents made or by any manner other than in the form of a formal written addendum, shall not be binding.
41. Headings are used for convenience only, and they do not affect the meaning or interpretation of the clauses.
42. Words in singular include the plural and vice versa.
43. ADDENDA

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.

SPEC NOTE: Include .2 below for public procurements. Delete otherwise.

1. During the Bid period, the Province may issue addenda.
2. Bidders are advised that it is their responsibility to check Alberta Purchasing Connection, to obtain any addenda that have been issued.

SPEC NOTE: Include .2 below for invitational procurements. Delete otherwise.

1. Addenda will be emailed to all invited Bidders recorded as having obtained Bid Documents from the Province.

SPEC NOTE: Include the following for all procurements.

1. Addenda are part of the Bid and Contract Documents.

END OF SECTION