***Editing note:*** *This is an example of an editing note. Editing notes contain instructions for preparing the tender document. They should be deleted from the final document.*

***General Instructions:***

*- Where you see* ***[red prompts]****, click and type the requested information. To leave a field blank, click and press Delete.*

*- Do not change any information in the headers.*

**ALBERTA TRANSPORTATION**

**TENDER TND9999999**

**for**

**Type of Work 1**

 **PSS Project Location 1 PSS Project 1 Description**

 **(HWY:99) kilometre 1.999 to 9.999**

**[Region] REGION**

***Editing note:*** *Remove pre-tender meeting line below if one will not be held.*

**Pre-Tender Meeting: [Date] at [Time]**

 **[Location or Virtual Meeting Details]**

**Tender Closing Date**

**and Time: [Date] at 2:01:00 p.m.**

**Tender Submission**

**Email Address:** **trans.tender@gov.ab.ca**

**Inquiries Contact:** **firstname.lastname@gov.ab.ca**

(include Tender Number in subject line)

**Inquiry Deadline:**  **3 Business Days prior to the Tender Closing Date**

***Editing note:*** *Do not change the inquiry deadline timeframe.*

***Editing note:*** *Fit the above information onto one page only.*

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# INSTRUCTIONS TO BIDDERS

## Conditions for Tender Submission

Bidders may submit tenders by email to His Majesty the King in right of Alberta as represented by the Minister of Transportation (in the Instructions to Bidders referred to as the “Department” or “Alberta Transportation”) at the email address identified on the cover page of the tender (“Tender Submission Email Address”) only.

Tenders must be received before the bid closing date and time identified on the cover page of the tender (“Closing Date and Time”).

The official time of receipt shall be determined by the time and date stamp of the Government of Alberta Tender Submission Email Address system.

The Bidder is solely responsible for ensuring that its tender submission is received in its entirety before the tender Closing Date and Time at the Tender Submission Email Address. The Department assumes no responsibility for server availability, incompatibility of programs or files or any other technical problem, issue or delay that prevents the tender submission from being received by, or opened after, the tender Closing Date and Time.

The Bidder acknowledges, agrees and assumes all risks, responsibility, and liability associated with using electronic communications and submitting bids electronically, including, without limitation:

1. any lack of security;
2. any unreliability of delivery;
3. the possible loss of confidentiality;
4. the receipt of a garbled, corrupted or incomplete bid;
5. the inability of the bidder to access or the unavailability of the Government of Alberta e-mail system or Alberta Purchasing Connection website;
6. the incompatibility between the sending and receiving equipment;
7. any delay in transmission or receipt of the bid; or
8. the potential illegibility of the bid.

Bidders can acquire copies of the tender documents as set out in Instructions to Bidders Section 1.2, Availability of Tender Documents.

## Availability of Tender Documents

### Alberta Transportation Distribution Source

Electronic (.PDF) copies of the tender documents are available for free download from the Alberta Purchasing Connection website at the following link: [**www.purchasingconnection.ca**](http://www.purchasingconnection.ca)**.**

The Minister will assume no responsibility or liability for the completeness of any tender documents obtained from any other source.

### Tender Document Discrepancies

In the event of a discrepancy between tender documents downloaded from the Alberta Purchasing Connection website and documents obtained from any other source, the tender documents downloaded from the Alberta Purchasing Connection website shall be deemed to be correct.

Bidders shall promptly notify the contact identified on the cover page of the tender upon discovery of any such discrepancies.

## Tender Information Documents

### General

Special Provision 3.2, Available Information Documents, includes information available for this project.

Electronic (.PDF) copies of these documents may be viewed and/or downloaded, free of charge, from the following website:

* Alberta Purchasing Connection at [**www.purchasingconnection.ca**](http://www.purchasingconnection.ca)**.**

Bidders acknowledge and agree that Special Provision 3.2.3, Use of and Reliance upon Information Documents, applies to this tender.

## Plans and Drawings

### General

Electronic (.PDF) copies of all separate plans and drawings listed in the tender document may be viewed and/or downloaded, free of charge, from the following website:

* Alberta Purchasing Connection at [**www.purchasingconnection.ca**](http://www.purchasingconnection.ca)**.**

Copies of these drawings will be provided to the successful Bidder.

## Tender Submission Requirements

### Bidder Information

The tender must be submitted by a single individual, partnership, corporation, or company. Joint Ventures are not permitted to bid unless expressly authorized in the tender documents. For all Bidders, the legal name, address, and e-mail address to which all notices or letters are to be mailed and e-mailed must be given in addition to the signature of the individual or one of the officers of the partnership, corporation or company with authority to bind the Bidder.

### Format of Tender Submission

A tender submitted by the Bidder shall comply with the following requirements:

The tender shall include all pages entitled “Tender Forms” included in Section 2, Tender Forms and any attachments thereto in **one** single e-mail with a maximum email size of 50MB.

The e-mail shall include the Tender Number and Bidder Name in the subject title of the email submission.

The tender shall be signed and sent in an unprotected searchable portable document format (PDF).

The tender shall be accompanied by a bid bond in a digital format as outlined in Section 1.5.6, Security.

All files included in the tender submission shall be in file formats that can be opened by Adobe Acrobat Reader, unless otherwise instructed in the tender documents. If files are compressed, only .zip compressed files will be accepted.

All Tender Forms submitted shall be as issued by Alberta Transportation without any additions, alterations or changes, other than the addition of information requested. Any required information that is missing, omitted or illegible, any alterations to the text, or any conditions added on or submitted with the Tender Forms, may cause the tender to be declared invalid and rejected.

### Completing Unit Price Schedule

The "Unit Price Schedule" must be completed by:

* Filling in all blank spaces under the headings "Unit Price", and "Estimated Quantity" where applicable, and the "Total Bid"; and
* Filling out the schedule as follows:
1. Unit Price

For bid items where the estimated quantity is fixed and the Bidder is required to provide a unit price, insert the unit price in the “Unit Price” column and insert the total for each item in the "Total Bid" column; (in case of discrepancy, the unit price figure will take precedence over the total in the “Total Bid” column);

1. Lump Sum

For bid items where the Bidder is required to provide a lump sum, insert the lump sum amount in the "Total Bid" column.  Only the amount in the “Total Bid” column will be used in calculating the Total Tender;

1. Estimated Quantity

For bid items where the unit price is fixed and the Bidder is required to provide an estimated quantity (for example site occupancy), insert the estimated quantity in the “Estimated Quantity” column, and insert the total for each item in the "Total Bid" column; (in case of discrepancy, the estimated quantity figure in the “Estimated Quantity” column will take precedence over the total in the “Total Bid” column). The “Estimated Quantity” must be a whole number. If the number includes decimals, the Department will round to the nearest whole number with .5 being rounded upwards; and

1. Total Tender

Insert the sum of all amounts in the “Total Bid” column in the space marked "Total Tender in Canadian dollars excluding GST".

Prices must not exceed two decimal places. If a submitted unit price schedule contains prices exceeding two decimal places, the Department will round to the nearest two decimal places with .005 being rounded upwards. Bidders will be bound to such rounded amounts.

### GST Excluded

The Department represents and warrants that, as the purchaser of goods and services provided under the Contract, no amount payable under the Contract is subject to Goods and Services Tax (GST) or Harmonized Sales Tax (HST) under Part IX of the Excise Tax Act (Canada) as amended.

The Government of Alberta’s GST Registration number is 1240 72513.

Bidders must not include GST in their bids.

### Acknowledging Addenda

Each Bidder shall ascertain before tender submission that it has obtained all addenda issued by the Department and by signing the Tender Form or submitting a Tender Amendment Form, each Bidder acknowledges that all issued addenda have been examined, read, and considered in their tender.

### Security

Each tender must be accompanied by a bid bond in its original digital format made out to His Majesty the King in right of Alberta as represented by the Minister of Transportation equal to 10% of the tender amount. Tenders not accompanied by an immediately verifiable digital bid bond using the bid bond’s electronic content verification process will be rejected as non-compliant.

Bid bonds shall be issued by a duly incorporated surety company authorized to transact

business of suretyship in the Province of Alberta in a form acceptable to the Department.

The bid bond shall be submitted as its own PDF document, separate from the other tender submission documents in its original electronic format. Scanned or altered PDF copies of the original bid bond in either paper or digital format will be deemed invalid and will cause the Bid to be rejected.

Verification of the bid bond may be conducted by the Department at any time immediately after Closing Date and Time, or at any time during the life of the bid bond and at the discretion of the Department with no requirement for additional electronic copies of the bid bond, passwords or fees.

#### Electronic Bonding Requirements

The bid bond submitted by the Bidder must be verifiable with respect to the totality and wholeness of the bond form and the security which it represents, including but not limited to:

1. the content of the bid bond;
2. any details required for accessing and authenticating the bid bond, either via a verification tag or link that provides immediate access to the bond;
3. all signatures and seals affixed thereto;
4. encrypted digital signatures creating a secure electronic document; or
5. anything that may prevent the enforcement and/or realization of the bid bond by the Department in accordance with Section 1.5.6.2, Electronic Bonding Enforceability;

by the Department with the Surety Company, or an approved verification service provider of the Surety Company.

#### Electronic Bonding Enforceability

The bid bond shall be enforceable for the earlier of the tender acceptance period as specified in the Instructions to Bidders or until the bond’s principal enters into the Contract and provides the required security and evidence of insurance coverage in accordance with General Specifications 1.2.3, Security and 1.2.4, Insurance, which must be satisfactory to the Department and in compliance with Instructions to Bidders Section 2.3.2, Tender Security.

### Safety Prequalification

As a precondition to contract award, the Bidder must have a valid Certificate of Recognition (COR) or a valid Temporary Letter of Certification (TLC), or a Certificate of Recognition Equivalency Letter (COREL) for out of province Bidders, as issued by the Alberta Construction Safety Association (ACSA) or another certifying partner authorized by the Alberta Ministry of Labour to issue CORs, TLCs or CORELs. The COR, TLC or COREL must be relevant to the Work. Possession of a Certificate of Recognition other than a COR, TLC or COREL, such as a Small Employer Certificate of Recognition (SECOR) is not acceptable.

Bidders may be required to submit evidence of safety qualifications by the earlier of:

1. The date that the Department may request in writing, or
2. Seven days before expiry of the tender acceptance period.

Prospective Bidders who do not possess a COR, TLC or a COREL and wish to obtain information about obtaining one, are advised to contact:

 The Alberta Construction Safety Association Telephone: (780) 453-3311 or

 225 Parsons Rd. S.W. (Toll Free) 1-800-661-2272

 Edmonton, AB, T6X 0W6 Fax: (780) 455-1120 or

 Web Site: **www.acsa-safety.org** 1-877-441-0440

 E-mail: **Edmonton@acsa-safety.org**

or another certifying partner authorized by Alberta Ministry of Labour.

It is the Bidder's responsibility to ensure its registration in the program is properly documented with the issuing certifying partner. The Department will assume no liability for errors or omissions in this regard.

The Bidder must maintain a valid registration throughout the course of the Contract.

## Rejection of Tenders

### Acceptance

The Department is not required to accept the lowest cost tender, and may reject any or all tenders.

### Tender Irregularity

Submitted tenders must substantially comply with the requirements of the tender documents. Bidders are advised to pay careful attention to the wording used throughout the tender documents.  Failure to satisfy any term, condition or mandatory requirement may result in rejection of the Bidder’s tender. Further, in submitting a tender, the Bidder understands and acknowledges that ambiguous, unclear, unreadable, or qualified tenders may be rejected.

The Department may waive an irregularity with the requirements of the tender documents where the irregularity is minor or inconsequential. The determination of what is or is not a minor or inconsequential irregularity, and the determination of whether to waive or not waive the irregularity is at the Department’s sole discretion.

The lowest priced compliant Bidder may be required to supply evidence of experience, qualifications, equipment, ability and financial capability for completing the project(s) before the Contract is executed. Lack of any of these will be considered sufficient cause for rejecting the tender.

## Tender Date Changes and Cancelling of Tenders

The Department may extend the date and time for receiving tenders, or the Department may amend, suspend, postpone or cancel this tender at any time.

## Abnormally Low Bid

An “Abnormally Low Bid” is one where the Total Tender, in combination with other constituent elements of the submission, appears unreasonably low to the extent that the tender submission raises material concerns as to the capability of the Bidder to perform the Work.

In the event of a potential Abnormally Low Bid, the Department shall seek written clarification from the Bidder, including detailed price analyses of its tender submission in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the tender. If the Department determines that the material concerns as to the capability of the Bidder to perform the Work have not been alleviated after clarification is requested, the Department may, in its sole discretion, declare the bid non-compliant.

## Disqualification of Bidders

Only one tender per Bidder will be considered. Reasonable grounds for believing that any Bidder is interested in more than one tender for the Work, in the capacity of the Contractor, may cause the rejection of all tenders in which such Bidder is interested.

Any or all tenders will be rejected if there is reason to believe that collusion exists among the Bidders, and none of the participants in such collusion will be considered in future tenders.

Contracts will not be awarded to any government agency including but not limited to the Government of Canada, the government of a province or territory of Canada, any agency thereof, or any municipality or other unit of local government within any province or territory of Canada.

"Government Agency" means a branch, unit, subsidiary or other form of entity, owned or controlled by a government agency and includes any subsidiaries or entities owned or controlled by that agency.

## Bidder’s Investigation and Representation

The Bidder must examine the contract forms and tender documents, including plans, drawings, Department specifications, and special provisions, to clearly understand the requirements of the project(s) and to carefully investigate and satisfy themselves of every condition affecting the project(s), including the site conditions and the labour and material to be provided. The contract forms and Department specifications are available on the Department’s web site at [**https://www.alberta.ca/construction-contract-templates.aspx**](https://www.alberta.ca/construction-contract-templates.aspx). The Bidder agrees that submission of a tender is conclusive evidence that the Bidder has made such investigation; and that, whether or not he has so investigated, he is willing to assume and does assume all risk regarding conditions affecting the project.

The Bidder acknowledges and agrees that, where provided, any information pertaining to subsurface soil, rock and groundwater conditions indicated on the borehole/test pit logs shown on the drawings: 1) has been obtained for design purposes; and 2) is valid only at the specific locations of the boreholes/test pits and only on the date(s) that the subsurface investigation(s) took place. Bidders may wish to supplement this information, for their purposes, by performing additional investigations.

The submission of a tender also constitutes a representation by the Bidder that:

(i) the Bidder has complied with all bidding requirements;

(ii) the Bidder is qualified and experienced to perform the Work in accordance with the tender documents;

(iii) the bid is based upon performing the Work in accordance with the tender documents, without exception; and

(iv) the price or prices stated in the tender 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 tender documents.

***Editing note:*** *Option 1: Fill in details below if pre-tender meeting will be held, then remove reference to “no pre-tender meeting” below.*

## Pre-Tender Meeting

A pre-tender meeting will be held at the time and place specified on the cover of this tender.

Minutes or notes from the pre-tender meeting will not be distributed. No information provided by the Department or any of its representatives at the pre-tender meeting shall be binding, unless such information is included in an addendum.

***Editing note:*** *Option 2: Remove details above and keep the following if pre-tender meeting will not be held.*

No pre-tender meeting will be held for this project.

## Project Inquiries

Direct all inquiries by e-mail to the person identified on the cover page of the tender. When submitting inquiries, identify the tender number in e-mail subject line.

The Bidder is encouraged to submit questions as early as possible during the tendering period.

The Bidder must submit their inquiries no later than 4:30:00 p.m., three (3) business days prior to the tender Closing Date and Time identified on the cover page of the tender. Any inquiries received after this date may result in the inquiry not being responded to.

## Interpretation and Revision of Tender Documents

The Bidder must submit all questions about the meaning and intent of the tender documents directly to the contact identified on the cover page of the tender. Interpretations and revisions considered necessary in response to such questions will be issued by the Department in writing in the form of addenda.

Addenda may also be issued by the Department to revise the tender documents as deemed necessary.

It is the Bidder’s responsibility to notify the Department, in writing, of any ambiguity, divergence, error, or omission, oversight, contradiction, or item subject to more than one interpretation in these tender documents, as it is discovered, and to request any instruction, decision, or direction required for the Bidder to bid.

If an inquiry requires an interpretation or revision of the tender documents, the response to that inquiry will be issued in the form of a written addendum, to ensure that all bidders base their bids on the same information.

Replies to questions, interpretations and revisions made in a manner other than by written addendum are not binding.

## Addenda

Further to Instructions to Bidders Section 1.5.5, Acknowledging Addenda, addenda, when issued, form part of the tender and Contract documents.

During the tendering period, all addenda issued by the Department will be posted and available for free download from the Alberta Purchasing Connection Website **(**[**www.purchasingconnection.ca**](http://www.purchasingconnection.ca/)**).**

Each Bidder is solely responsible for ascertaining that, prior to the time fixed for receiving tenders, it has obtained all addenda issued by the Department.

## Withdrawal or Change of Tender

### Withdrawal of Tender Submission

A Bidder may withdraw its tender by submitting a request in writing signed by an authorized officer of the Bidder. Such request may be in the form of an e-mail. The request must be received in accordance with Instructions to Bidders Section 1.1, Conditions for Tender Submission, prior to the tender Closing Date and Time.

### No Withdrawal

No Bidder may withdraw a tender at or after the time fixed for receiving tenders until:

1. some other Bidder has entered into a Contract with the Department for the performance of the project specified in these tender documents and provided the required security and evidence of insurance coverage in accordance with General Specifications 1.2.3, Security and 1.2.4, Insurance, which must be satisfactory to the Department and in compliance with Instructions to Bidders Section 2.3.2, Tender Security, or
2. thirty-five (35) calendar days after the time fixed for receiving tenders unless the Department has notified the bidder that they are the successful bidder;

whichever occurs first.

The 35 day acceptance period referred to above will commence at 11:59:00 p.m. of the Closing Date and will terminate at 11:59:00 p.m. of the 35th day thereafter. If the 35th day falls on a weekend or statutory holiday, such day(s) will be omitted from the computation.

### Changes to Tender Submissions

A Bidder wishing to make changes to its tender before the tender Closing Date and Time may withdraw the tender submission and the modified tender may then be resubmitted in compliance with Instructions to Bidders Section 1.1, Conditions for Tender Submission, up to the tender Closing Date and Time. Bidders are advised that requests for withdrawal of tender submissions must comply with Instructions to Bidders Section 1.15.1, Withdrawal of Tender Submission.

If the changes to its tender are only an amendment to the unit price schedule, the Bidder may send a completed copy of the "TENDER AMENDMENT FORM" included in the tender document to the email address as shown on the Tender Amendment Form. The email subject title shall contain the following:

**Tender No. XXXXXXX – Tender Amendment – Name of Bidder**

To be acceptable, the form must be completed in full including the legal name of the Bidder and the changes to be made, and it must be signed by an authorized officer of the Bidder and received before the tender Closing Date and Time in accordance with the Instructions to Bidders Section 1.1, Conditions for Tender Submission. The form must also be submitted in an unprotected searchable portable document format (PDF).

The Bidder is responsible for ensuring its modifications are received before the tender Closing Date and Time and are legible, clear as to the intent, unambiguous, and comply with the terms of the tender document. Failure of the Bidder to do the foregoing will render these modifications null and void. The Department assumes 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 Department, at its sole discretion, may reject modifications in accordance with the terms of the Tender Amendment Form or may reject the tender in accordance with Instructions to Bidders Section 1.6, Rejection of Tenders, or both.

Prices must not exceed two decimal places. If a submitted unit price schedule change contains prices exceeding two decimal places, the Department will round to the nearest two decimal places with .005 being rounded upwards. Bidders will be bound to such rounded amounts.

The “Tender Amendment Form”, if applicable, must be completed by identifying only the changes required:

1. Estimated Quantity Changes

For bid items where the unit price is fixed and the Bidder is required to provide an estimated quantity (for example site occupancy), show the amount of the increase or decrease of the quantity in the “Estimated Quantity Changes + or -” column and the total value of the change in the “Net Change to Total Bid + or -” column. Use the unit price as it appears in the unit price schedule as the unit price in the Tender Amendment Form.

In case of discrepancy, the estimated quantity figure in the “Estimated Quantity Changes + or -” column will take precedence over the amount in “Net Change to Total Bid + or -” column, and the unit price in the unit price schedule will take precedence over the unit price in the Tender Amendment Form;

1. Unit Price Changes

For bid items where the Bidder is required to provide a unit price, show the amount of the change to the unit price in the “Unit Price Changes + or -” column, and the total for each change in the “Net Change to Total Bid + or -” column. Use the estimated quantity as it appears in the unit price schedule as the estimated quantity in the Tender Amendment Form.

In case of discrepancy, the change to the unit price figure in the “Unit Price Changes + or -” column will take precedence over the total change in the “Net Change to Total Bid” column;

1. Lump Sum Changes

For bid items where the Bidder is required to provide a lump sum, leave a blank space in the “Unit Price Changes + or -” column, and enter the amount of the lump sum change in the “Net Change to Total Bid + or -” column; and

1. Net Change to Total Bid

 Show the sum of all items in the “Net Change to Total Bid + or -” column in the space after “Increase (+) or Reduce (-) Total Tender By”.

If arithmetical errors are discovered, the changed estimated quantities or unit prices, as applicable, will be considered as representing the Bidder's intentions; and the net change to total bid price extensions and the change to total tender amount entered in the Tender Amendment Form will be corrected accordingly by the Department. The Bidder will be bound to such corrected amounts.

## Tender Validation

The Department will check the completeness and accuracy of all Bidders’ tender submissions in order to determine the lowest compliant bid.

Extensions to unit price items and estimated quantity items entered in the unit price schedule will be verified by the Department. If arithmetical errors are discovered:

* for unit price items, then the unit prices will be considered as representing the Bidder's intentions;
* for estimated quantity items, then the estimated quantity will be considered as representing the Bidder's intentions

and the unit price or estimated quantity extensions and the Total Tender amount in the unit price schedule will be corrected accordingly by the Department. The Bidder will be bound to such corrected amounts.

If an estimated quantity or unit price is not filled in by the Bidder for an item, but an amount is stated in the Total Bid column, then the Department will determine:

* the unit price by dividing the extended amount by the estimated quantity and this unit price value will be considered as representing the Bidder's intentions; or
* the estimated quantity by dividing the extended amount by the unit price and this estimated quantity will be considered as representing the Bidder's intentions.

The Total Tender will be the arithmetically correct sum of the arithmetically correct total bid extensions and lump sums in the unit price schedule.

## Posting of Tender Results and Award Information

Tender results and award information will be made available on the Alberta Purchasing Connection website ([**www.purchasingconnection.ca**](http://www.purchasingconnection.ca/)).

## Information Disclosure

 (i) The Bidder acknowledges that:

a) The Freedom of Information and Protection of Privacy Act of Alberta (“FOIP Act”) applies to all information and records relating to, or obtained, generated, created, collected or provided under, the tender documents and which are in the custody or under the control of the Department. The FOIP Act allows any person a right of access to records in the Department’s custody or control, subject to limited and specific exceptions as set out in the FOIP Act; and

b) If Personal Information, as defined in the FOIP Act, is expressly required in the tender documents, the purpose of collecting the Personal Information is to enable the Department to ensure the accuracy and reliability of the information, to evaluate the tender, and for other related purposes of the Department. Authority for this collection is the Government Organization Act (Alberta), as amended from time to time and section 33 (c) of the FOIP Act. Before disclosing to the Department any Personal Information about any individual who is providing or will provide the services, the Bidder shall obtain the consent of the affected individual. The consent must be in writing, and it must specify to whom the Personal Information can be disclosed; and how the Personal Information can be used. The Bidder shall provide such consents to the Department for confirmation and review upon the Department’s request.

## Confidentiality

(i) Subject to Instructions to Bidders Section 1.18, Information Disclosure, the Bidder and their employees, subcontractors, and agents shall:

a) keep strictly confidential all information concerning the Department or third parties, or any of the business or activities of the Department or third parties acquired as a result of participation in this tender process; and

b) only use, copy or disclose such information as necessary for the purpose of submitting a tender or upon written authorization from the Department.

(iii) 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.

(iv) No press release or other public announcement relating to this tender shall be issued without the prior written consent of the Department.

(v) If a Bidder becomes aware of any situation whereby a breach of confidentiality may have or has occurred, the Bidder shall notify and provide details to the Department contact shown in the Instructions to Bidders Section 1.12, Project Inquiries as soon as practicable. The Bidder shall cooperate with the Department with respect to any directions provided.

## Canadian Free Trade Agreement and New West Partnership

The provisions of the Canadian Free Trade Agreement, Part III, Chapter 5 – Procurement and the New West Partnership Trade Agreement apply to this tender process.

## Conflict of Interest

Bidders must fully disclose to the contact listed on the cover page of the tender, in writing, the circumstances of any actual, possible or perceived conflict of interest in relation to the Bidder or any employee, sub-contractor or agent, if the Bidder were to become the Contractor pursuant to this tender process. The Department will review any submissions by Bidders under this provision and may reject any tender where, in the opinion of the Department, the Bidder or any, employee, sub-contractor or agent is, could be, or could be perceived to be in a conflict of interest if the Bidder were to become the Contractor pursuant to this tender process.

## Governing Law

This bid process will be governed and interpreted in accordance with the laws in force in the Province of Alberta and the Bidder irrevocably attorns to the exclusive jurisdiction of the Courts of Alberta.

## Language

All tenders, including attachments and other information, must be in English.

## Contract Award

Bidders may be a single individual, partnership, corporation, or company. However, if the Bidder is a partnership, corporation, or company it must be registered with the Alberta Corporate Registry prior to Contract award.

## Signed Contract Package

The contract forms and any other applicable forms will be completed by the successful Bidder and included in the signed Contract. Prior to commencement of any activities and at any other time requested by the Department, the successful Bidder must provide its security and proof of insurance, satisfactory to the Department. Sample copies of these forms are available on-line on the Department’s web site at**:** [**https://www.alberta.ca/construction-contract-templates.aspx**](https://www.alberta.ca/construction-contract-templates.aspx)

## Hiring of Apprentices

The Government of Alberta encourages all bidders to consider employing apprentices on public sector construction projects. To find out more about hiring an apprentice and the supports available for their training, please visit [**http://tradesecrets.alberta.ca/**](http://tradesecrets.alberta.ca/).

## Specifications, Special provisions and Standards, Hierarchy of Documents

The following documents apply to this Instructions to Bidders. These documents can be found either in the tender documents or on the Department website. General Specifications are found in General Specifications and Specification Amendments for Highway and Bridge Construction. Specification Amendments are included both in sections 4 and 5 of the tender documents and in the General Specifications and Specification Amendments for Highway and Bridge Construction. In the event of discrepancies, the hierarchy of documents is as follows, in descending order:

* Instructions to Bidders
* Special Provisions
* Project specific construction plans
* Standard construction plans
* Specification Amendments
* Supplemental Specifications
* General Specifications
* Standard Construction Specifications

In the event of a difference between scaled dimensions on Plans and the figures written thereon, the figures govern. In the event that two or more plans show conflicting information, the information on the most recently dated plan govern.

Any technical and manufacturer's standard, Government Act, Regulation, or Code of Practice referred to in the Contract documents will be a reference to the version current at the time the Contract is awarded.

# TENDER FORMS

## Tender for Construction

To the Director, Procurement Strategy and Planning, Procurement, Operations, and Grants Branch of Alberta Transportation:

(Legal Name of Bidder)

the undersigned, hereby tenders and agrees to execute and construct all the Work of every description required in the construction and final completion of the following project(s):

**Type of Work 1**

 **PSS Project Location 1 PSS Project 1 Description**

 **(HWY:99) kilometre 1.999 to 9.999**

 **[Region] REGION**

I, the undersigned, having examined and read the tender documents for the above noted project, including all issued addenda (if any), and having visited the site and examined all conditions affecting the Work, am satisfied I understand the tender documents and site conditions and declare myself competent to undertake and complete the Work and to be the prime contractor as set out in the Occupational Health and Safety Act and do hereby irrevocably bid and agree to carry out the Work in strict accordance with the plans and specifications, for the unit prices in the unit price schedule enclosed.

Each Bidder shall ascertain before bid submission that it has obtained all addenda issued by the Department and by signing the Tender Form acknowledges that all issued addenda have been examined, read, and considered in their bid.

## Unit Price Schedule

\*\*\* Important – do not edit between this highlighted text and the highlighted text below. This is the location in which PMA will automatically insert the UPS details entered into PMA when refreshing the document in PMA once the UPS details have been entered into PMA.

| **Item No.** | **Description** | **Estimated Quantity** | **Unit Price** | **Total Bid** |
| --- | --- | --- | --- | --- |
| 1 | bid item 1 description | 1,000.00UoM1 code | 9.00 UoM1 Description | 999,999,000.00 |
| **Total Tender in Canadian dollars excluding GST** | $\_\_\_\_\_\_\_\_\_ |

It is safe to enter edit after this point. These comments can be removed once the document has been refreshed and includes the UPS details from PMA.

## Tender Agreement

### Rejection/Acceptance

The Department reserves the right to reject any or all tenders, to accept any tender, or to accept any offer which it may consider in the best interests of the Department.

### Tender Security

The undersigned encloses herewith as tender security a verifiable bid bond in a digital format made out to His Majesty the King in right of Alberta as represented by the Minister of Transportation, for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the undersigned hereby agrees that should he refuse or fail after the Contract is received, and the Contract is received when opened if delivered by e-mail, or when delivered if using any other means:

1. within seven (7) calendar days, to sign and return the Contract to the Department for the performance of the Work and/or the supplying of material covered by this tender, and
2. within fourteen (14) calendar days, to provide the required security and evidence of insurance coverage in accordance with General Specifications 1.2.3, Security and 1.2.4, Insurance, satisfactory to the Department

the tender security is subject to forfeiture to the Department, and if a Contract for the project(s) is then entered into with some other party for a greater amount, the Bidder is liable to the Department in the amount equal to the difference between the amount of its tender and the amount of the Contract actually entered into, the maximum liability not exceeding the amount of the tender security required under Instructions to Bidders Section 1.5.6, Security.

### Tender Withdrawal

The undersigned hereby acknowledges and agrees that he cannot withdraw this tender at or after the tender Closing Date and Time until:

(i) some other party has entered into a Contract with the Department for the performance of the project specified in the tender documents and provided the required security and evidence of insurance coverage in accordance with General Specifications 1.2.3, Security and 1.2.4, Insurance, which must be satisfactory to the Department per Instructions to Bidders Section 2.3.2, Tender Security, or

(ii) thirty-five (35) calendar days after the time fixed for receiving this tender unless the Department has notified them that they are the successful Bidder, whichever first occurs.

The 35 day acceptance period referred to above will commence at 11:59:00 p.m. of the Closing Date and will terminate at 11:59:00 p.m. of the 35th day thereafter. If the 35th day falls on a weekend or statutory holiday, such day(s) will be omitted from the computation.

## Contract

Should this tender be accepted, the undersigned agrees to enter into a written Contract with His Majesty the King in right of Alberta as represented by the Minister of Transportation for the faithful performance of the Work covered by this tender, in accordance with the said plans and specifications and complete the said project on or before **[Construction Completion Date].**

## Tender Signing

A representative(s) with the authority to bind the Bidder must sign this tender.

Executed this\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­­­­­­­\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_\_\_.

|  |  |  |
| --- | --- | --- |
| NAME AND ADDRESS OF BIDDER: |  |  |
| (Print or Type) |  |  |
| TELEPHONE: |  |  |
| E-MAIL ADDRESS: |  |  |
|  |  |  |
|  |  |  |
| SIGNATURE OF AUTHORIZEDREPRESENTATIVE(S): |  | NAME AND TITLE OF AUTHORIZEDREPRESENTATIVE(S): |
|  |  | (Print or Type) |
|  |  |  |
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## Tender Amendment Form

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the undersigned, modify the unit price schedule for

 (Legal Name of Bidder)

our tender as shown in the following table:

|  |
| --- |
| **UNIT PRICE SCHEDULE CHANGES**Replaces previous Unit Price Schedule Changes |
| Item No. | Description[List bid items that require change to estimated quantity] | Estimated QuantityChanges+ or - | Unit Price(a)  | **Net Change to Total Bid** **+ or -** |
|  |  | \_\_\_\_\_\_day |  |  |
|  |  | \_\_\_\_\_\_day |  |  |
| Item No. | Description[List bid items that require change to unit price or lump sum] | Estimated Quantity(b) | UnitPrice Changes(c)+ or – | Net Change to Total Bid(d)+ or –  |
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| **INCREASE (+) OR REDUCE (-) TOTAL TENDER BY:** |  |

1. For estimated quantity items state the unit price as it appears in the unit price schedule.
2. For unit price or lump sum items state the estimated quantity as it appears in the unit price schedule.
3. For lump sum items leave “Unit Price Changes + or –’’ column blank.
4. For lump sum items enter + or - the change amount in the “Net Change to Total Bid + or -’’.
5. If required, additional amendment items may be added or attached to this form.

Each Bidder shall ascertain before tender submission that it has obtained all addenda issued by the Department and by signing the Tender Amendment Form acknowledges that all issued addenda have been examined, read, and considered in their bid.

We also acknowledge and agree that:

1. This change supersedes all previous changes including those to other bid items. Previously submitted changes are null and void.
2. We accept full responsibility for any lack of confidentiality arising from the use of this process.
3. Failure of these modifications to be received, on time, legibly, clear as to intent, unambiguously, accurately or completely for any reason will render these modifications null and void.

I am authorized to bind the Bidder:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Authorized Signature

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date

**Send by email to** **trans.tender@gov.ab.ca****.**

 **(Include in email subject line: “Tender No. XXXXXXX – Tender Amendment – Name of Bidder”)**

# SPECIAL PROVISIONS

## Standard Specifications, Specification Amendments and Typical Drawings

### Department Name Change

Due to government reorganization, the Department’s name has changed. As a result, some specifications, drawings, plans and other documents in this Contract may continue to reference Alberta Infrastructure, Alberta Infrastructure and Transportation or Alberta Transportation and Utilities. Please be advised that any references to Alberta Infrastructure, Alberta Infrastructure and Transportation or Alberta Transportation and Utilities shall mean Alberta Transportation.

### Transition of the Crown

All instances of Her Majesty the Queen are deleted and replaced with His Majesty the King.

### Standard Specifications for Highway and Bridge Construction Work

#### General

The standard specifications for highway and bridge construction work, which shall form part of the Contract, are published in the following Department manuals:

* General Specifications and Specification Amendments for Highway and Bridge Construction – Edition 16, 2019;
* Standard Specifications for Highway Construction – Edition 16, 2019;
* Standard Specifications for Bridge Construction – Edition 17, 2020;

which are available for viewing and/or download from the Department’s website at the link shown below:

<https://www.alberta.ca/construction-contract-templates.aspx>.

#### Contract Type

In accordance with the General Specifications Sections 1.2.39, Adjustment of Completion Dates, 1.2.40, Failure to Complete on Time, and 1.2.43, Seasonal or Prolonged Shutdown, this Contract will be considered a:

*Roadway Contract*

*Combined Contract*

*Bridge Only Contract*

***Editing note:*** *Select based on project scope*

### Additional Specifications and Typical Drawings

The following additional Specifications and typical drawings, which form part of the Contract, are available for viewing and/or download from the Department’s web site at the links shown below:

* Typical minimum requirements for traffic accommodation and construction zone temporary signing are included in the manual entitled “Traffic Accommodation in Work Zones Manual, 2nd Edition, 2018”. [**https://www.alberta.ca/traffic-accommodation-in-work-zones.aspx**](https://www.alberta.ca/traffic-accommodation-in-work-zones.aspx)

It may be necessary for the Contractor to modify these drawings and/or develop new drawings to address non-typical situations when developing the Traffic Accommodation Strategy in accordance with Standard Specifications for Highway Construction Section 7.1, Traffic Accommodation and Temporary Signing.

* Typical minimum requirements for pavement markings are included in the Department manual entitled “Alberta Highway Pavement Marking Guide, 2nd Edition”.

[**https://open.alberta.ca/dataset/highway-pavement-marking-guide-2nd-edition**](https://open.alberta.ca/dataset/highway-pavement-marking-guide-2nd-edition)

* Drawings showing the typical minimum requirements for permanent highway signage.

[**https://www.alberta.ca/traffic-control-manuals-and-guidelines.aspx**](https://www.alberta.ca/traffic-control-manuals-and-guidelines.aspx)

* Drawings showing the typical minimum requirements for barriers.

[**https://www.alberta.ca/standard-drawings-listing-active-individual-files.aspx**](https://www.alberta.ca/standard-drawings-listing-active-individual-files.aspx)

* Typical minimum requirements for erosion and sediment control devices.

[**https://www.alberta.ca/geotechnical-and-erosion-control.aspx**](https://www.alberta.ca/geotechnical-and-erosion-control.aspx)

* Typical minimum requirements for highway street lighting devices are included in the Department manual entitled “Highway Lighting Guide – 2003”.

[**https://www.alberta.ca/traffic-control-manuals-and-guidelines.aspx**](https://www.alberta.ca/traffic-control-manuals-and-guidelines.aspx)

* All other typical plans and drawings are available at the following link: [**https://www.alberta.ca/cb-6-highway-standard-plates-active.aspx**](https://www.alberta.ca/cb-6-highway-standard-plates-active.aspx)

Hard copy versions of select manuals are available for purchase from:

 Alberta Transportation Telephone: (780) 415-1068
Strategic Procurement Branch
Suite 303, 3rd Floor, Twin Atria Building
4999 – 98 Ave.
Edmonton, AB, T6B 2X3

Bidders are advised that, from time to time, the Department may issue revisions to existing drawings, and/or may insert drawings into the above mentioned manuals without re-printing hard-copy editions of the manual. These new and/or revised drawings will be available on the Department’s web site.

Bidders are further advised that any drawing revisions and/or new drawings that are posted on the Department’s web site as of five (5) calendar days prior to the date set for receiving tenders, will apply to this project.

Any standard drawings that are not available on the Department’s web site will be included in the Contract documents.

### Specification Amendments

The Specification Amendments listed in the following table are contained in the "General Specifications and Specification Amendments for Highway and Bridge Construction - Edition 16, 2019". Items that are marked with an "X" apply to the tender documents and the Contract, and items that are not so marked do not apply. The Contractor is advised that the applicable Specification Amendments amend the tender documents and Contract and some contain revisions to the payment clauses for the Specifications amended.

| **X** | **AMENDMENTS TO SPECIFICATIONS** |
| --- | --- |
|  | **Designation** | **General Description** |
| **SECTION 1 – GENERAL SPECIFICATIONS** |
|  | AMC\_C125.2 | Priority Line Painting for Site Occupancy |
|  | AMC\_C125.3 | Non-Priority Line Painting for Site Occupancy |
|  | AMC\_S53.1 | Construction Staking and Survey Majority by Contractor |
|  | AMC\_S53.2 | Construction Staking and Survey Majority by Consultant |
|  | AMC\_S53.3 | Construction Staking and Survey for Bridge Construction |
|  | AMC\_C230 | Diesel Fuel Cost Adjustment |
| **SECTION 3 – SURFACING** |
|  | AMC\_S116 | Tolerances for Surface Finish |
|  | AMC\_S201 | Acceptance Testing for Contracts with Small Quantities (less than 1000 tonnes) of Asphalt Concrete Pavement (ACP) |
| **SECTION 5 - MATERIALS** |
|  | AMC\_S9.4 | Supply of Aggregate – Contractor’s Supply with Option |
|  | AMC\_S9.5 | Supply of Aggregate – Contractor’s Supply with No Option |
|  | AMC\_S9.6 | Supply of Aggregate – Designated Source |
|  | AMC\_C218 | Interim Payment for Supply of Materials |
| **BRIDGE CONSTRUCTION SPECIFICATIONS** |
|  | AMC\_B020 | Site Offices for Bridge Structure Construction Not Required |
|  | AMC\_B219 | Course of Construction Insurance is Optional |

## Available Information Documents

### Information Documents

“Information Documents” means those documents, including the information contained therein, of any type and in any form, related to the Project that are made available to the Bidder by the Department for the purpose of providing the Bidder with access to information available to the Province, including but not limited to documents made available through those websites listed in Section 1.3, Tender Information Documents.

In the Information Documents, “Contractor” is synonymous with “Bidder”.

### Status of Information Documents

Information Documents or any part thereof, are not incorporated into or form any part of the Contract unless specifically incorporated into Contract documents as set out in Section 3.2.4, Information Documents incorporated into Contract documents.

### Use of and Reliance upon Information Documents

Information Documents, including the information contained therein, are only being made available to the Bidder by the Department for the purpose of providing the Bidder with access to information available to the Province.

The Department makes no representations or warranties with respect to the accuracy, completeness or appropriateness of the Information Documents or any information contained therein.

The Bidder shall interpret and draw its own conclusions from the Information Documents at its own risk and is encouraged to obtain specialist advice with respect thereto. The Province assumes no responsibility for such interpretations and conclusions.

Information contained in Information Documents may be time sensitive and dates shall be considered when interpreting Information Documents.

The Bidder may only rely upon the data contained in the Information Documents, or parts thereof, which are specifically incorporated into Contract documents in Section 3.2.4 below, if any, but shall draw their own conclusions from such data and shall not rely on the opinions or interpretations contained therein.

### Information Documents Incorporated into Contract Documents

The Information Documents incorporated into Contract documents, in whole or in part, include:

***Editing note:*** *Type in project file descriptions that will form part of the contract.*

*\*\*IMPORTANT NOTE: Consider carefully whether an information document should form part of the contract. If an information document will form part of the contract, ensure that the document is carefully reviewed to ensure it is appropriate to include the entire document.*

*In general, rather than an information document forming part of a contract, specific information from the document itself should be taken from the document and drafted into a special provision, using appropriate contractual language. The document can then be referenced in 3.2.5 below.*

*An exception to this is the Environmental Risk Assessment (ERA), which should typically be included in this section, but MUST be written using appropriate contractual language.*

*Any documents that are included here, aside from ERAs, will require consultation with Procurement.*

*Documents to be listed as follows: Document Title, Date*

*(e.g. Highway 1 Environmental Risk Assessment, January 15, 2022)*

* *Insert name of file.*

- OR -

There are no Information Documents incorporated into the Contract documents.

***Editing note:*** *Delete Section 3.2.5 if no additional Information Documents*

### Other Information Documents

The following Information Documents are not incorporated into the Contract documents but are made available to the Contractor for information only:

***Editing note:*** *Type in project file descriptions:*

*Documents to be listed as follows: Document Title, Date*

*(e.g. Highway 1 Geotechnical Report, January 15, 2022)*

* *Insert name of file.*

## Department’s Project Sponsor and Regional Director

The “Project Sponsor” and “Regional Director” are persons, amongst others, authorized by the Minister to perform, on the Department’s behalf, any of the Department’s functions under the contract.

The Project Sponsor for the Contract will be:

*Construction Manager or Bridge Manager or Director, Water Projects*

*X Region or Major Capital Projects*

*Address*

The Regional Director for the Contract will be:

*Regional Director or Executive Director*

*X Region or Major Capital Projects as applicable*

*Address*

## Consultant

The Consultant, as defined in Section 1.1.7, Consultant, of the “General Specifications and Specification Amendments for Highway and Bridge Construction - Edition 16, 2019”; and as referenced in the specifications, will be:

 *Organization*

## Scope of Work

The scope of work for this project includes, but is not limited to, the following:

* insert bulleted list of major activities

Unless otherwise specified, the Contractor must supply all materials necessary to complete the Work. A complete job is called for, therefore any labour, material, equipment, tool or incidental item not specifically mentioned, but necessary for completeness will be considered incidental to the Work, and no separate or additional payment will be made.

# SPECIFICATION AMENDMENTS

# SUPPLEMENTAL SPECIFICATIONS

# PLANS, DRAWINGS AND PERMITS

## Separate Drawings

The following drawings, which are included separately, form part of the tender documents and Contract.

|  |  |
| --- | --- |
| **Drawing No.** | **Description** |
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| **Pit and Aggregates Testing Plans** |
|  |  |

Contractors are advised that drawings issued for tender are photocopy reproductions and, due to file conversion and/or reproduction variations, scaling off of these drawings must not be relied upon as accurate.

## Standard Bridge Drawings

The following standard bridge drawings apply to the work in the tender documents and the Contract. These drawings may be viewed or downloaded from the Department website at the following location: [**https://www.alberta.ca/bridges-and-structures-standard-and-typical-detail-drawings.aspx**](https://www.alberta.ca/bridges-and-structures-standard-and-typical-detail-drawings.aspx)

| **Drawing No.** | **Description** |
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## Reference Drawings

The following reference drawings, which are included separately, are provided for information purposes only and do not form part of the tender documents or the Contract:

| **Drawing No.** | **Description** |
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## Standard Drawings

In addition to the drawings referenced in the Standard Specifications, the following standard drawings apply to the work in the tender documents and the Contract:

| **Drawing No.** | **Description** |
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## Standard Plans

## Environmental Permits and Authorizations

## Contract Plans

# ADDENDA