

## 1. BID SUBMISSION

- .1 Bidders may submit tenders by email to Her Majesty the Queen in right of Alberta as represented by the Minister of Transportation (in the Instructions to Bidders referred to as the “Department” or “Alberta Transportation” or the “Minister”) at the email address identified on the cover page of the tender (“Tender Submission Email Address”) only.
- .2 Tenders must be received before the bid closing date and time identified on the cover page of the tender (“Closing Date and Time”).
- .3 The official time of receipt shall be determined by the time and date stamp of the Government of Alberta Tender Submission Email Address system.
- .4 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.
- .5 The Bidder acknowledges, agrees and assumes all risks, responsibility, and liability associated with using electronic communications and submitting bids electronically, including, without limitation:
  - a) any lack of security;
  - b) any unreliability of delivery;
  - c) the possible loss of confidentiality;
  - d) the receipt of a garbled, corrupted or incomplete bid;
  - e) the inability of the bidder to access or the unavailability of the Government of Alberta e-mail system or Alberta Purchasing Connection website;
  - f) the incompatibility between the sending and receiving equipment;
  - g) any delay in transmission or receipt of the bid; or
  - h) the potential illegibility of the bid.
- .6 Bidders can acquire copies of the tender documents as set out in Instructions to Bidders clause 15, Availability of Bid Documents.

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## **2.       FORMAT OF TENDER SUBMISSION**

- .1   A tender submitted by the Bidder shall comply with the following requirements:
  - .1    The tender shall include all pages entitled “Tender Forms” and any attachments thereto in **one** single e-mail with a maximum email size of 50MB.
  - .2    The email shall include the Tender Number and Bidder Name in the subject title of the email submission.
  - .3    The tender shall be signed and sent in an unprotected portable document format (PDF).
  - .4    The tender shall be accompanied by a bid bond in a digital format as outlined in Section 00210, Bid Security.
  - .5    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.
  - .6    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.

## **3.       DEPARTMENT NAME CHANGE**

- .1   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 and Transportation, Alberta Infrastructure, or Alberta Transportation and Utilities. Please be advised that any references to Alberta Infrastructure and Transportation, Alberta Infrastructure or Alberta Transportation and Utilities shall mean Alberta Transportation.

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#### 4. [INVITATION TO BID]

Note: If a Joint Venture is shortlisted, additional changes are required. Discuss with Procurement Section.

- .1 This bid call is by invitation only. Submit bids only in the name indicated in the letter of invitation to bid.
- .2 Bids submitted in a name different than indicated on the invitation, and from Bidders not invited to bid, may cause the bid to be declared invalid and rejected.
- .3 Bids will only be accepted from Bidders who were shortlisted as "Respondent" in Alberta Transportation's Request for Qualification for [ *enter title and RFQ No. of RFQ* ].
- .4 Contracts will only be awarded to shortlisted Bidders.

#### 5. [BASIS OF BID – STIPULATED PRICE]

- .1 Bid shall be on a stipulated price basis.

**OR**

#### 6. [BASIS OF BID – UNIT PRICE]

- .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 the Schedule of Prices in figures only. Ensure that figures are legible.
- .4 Where, in the Minister's opinion, there is a question as to the legibility of figures entered by the Bidder, the Minister will make a determination as to legibility. The Minister may, at the Minister's sole discretion, declare as invalid and reject any bid that contains figures which, in the Minister'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 the Schedule of Prices will be checked by the Minister. If arithmetical errors are discovered, the unit prices shall be considered as representing the Bidder's intentions and the unit price extensions and the total amount entered in the Schedule of Prices and the Bid Form will be corrected by the Minister. The Bidder shall be bound to such corrected amounts.
- .6 If no unit price is stated for an item, but an extended amount is stated, a unit price determined by dividing the extended amount by the estimated quantity shall be considered as representing the Bidder's intentions.
- .7 The total amount of the bid shall be the arithmetically correct sum of the arithmetically correct unit price extensions, lump sums and allowances in the Schedule of Prices.

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- .8 Prices must not exceed two decimal places. If a submitted unit price 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.
- .9 Each unit price stated in the Schedule of Prices shall be a reasonable price for that item of work.
- .10 Unless otherwise indicated, quantities specified in the 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 the Schedule of Prices shall be applied to actual quantities of work performed as measured in accordance with the Contract.

## **7. SUFFICIENCY OF BID**

- .1 The submission of a bid shall constitute an incontrovertible representation by the Bidder that:
  - .1 the Bidder has complied with all bidding requirements,
  - .2 the Bidder is qualified and experienced to perform the Work in accordance with the Bid Documents,
  - .3 the bid is based upon performing the Work in accordance with the Bid Documents, without exception, and
  - .4 the price or prices stated in the bid cover all the Bidder's obligations under the Contract and all matters and things necessary for the performance of the Work in accordance with the Bid Documents

## **8. BID DOCUMENTS**

- .1 The Bid Documents are the documents issued or made available to Bidders by the Minister for the purpose of preparing a bid. The Bid Documents consist of the following:
  - [Letter of Invitation to Bid]
  - Instructions to Bidders
  - Bid Modification Form
  - Bid Security
  - [Pre-Bid Meeting]
  - Bid Form and Bid Form Supplements
  - Agreement Form
  - Definitions
  - Payment Conditions
  - Statutory Declarations
  - Contract Performance Security
  - Security for Payment of Claims
  - Insurance Conditions
  - General Conditions of Contract
  - Supplementary Conditions
  - Public Works Act Claims

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- Specifications, Divisions 1 to [16] [ ] inclusive
- Drawings
- Addenda issued during the bid period
- [Contract Information Documents]

## 9. BID FORM

- .1 Fill in all the blanks in the Bid Form and sign as follows:
  - .1 Limited Corporation: Print or type in the space provided the full name of the corporation and the name(s) and status of authorized signing officer(s). Authorized signing officer(s) shall sign.
  - .2 Joint Venture: not permitted.
  - .3 Partnership: Print or type in the space provided the firm's name and the name(s) of person(s) signing. One or more of the partners who have the ability to bind the partnership shall sign.
  - .4 Sole Proprietorship: Print or type in the space provided, the business name and the name of the sole proprietor. The sole proprietor shall sign.
- .2 Complete the Bid Form in its entirety. 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.
- .3 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.

## 10. BID FORM SUPPLEMENTS

- .1 Prepare and submit each of the following bid form supplements together with the Bid Form:
  - .1 Section 00431 - Schedule of Prices: Complete the Schedule in its entirety, including all extensions and additions, and attach it to the Bid Form.
  - .2 [Section 00441 - List of Subcontractors: Enter the names of the Subcontractors and Suppliers in the spaces provided.]

**OR**

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- .3 [Section 00440 - List of Subcontractors and Cost Breakdown: Enter the names of the Subcontractors, Sub subcontractors and Suppliers and corresponding costs in the spaced provided.]
- .2 Any required information that is omitted or illegible, any alterations to the text, or any conditions added or submitted with a bid form supplement, may cause the bid to be declared invalid and rejected.
- .3 The Minister may, after the bid closing time and before contract award, require any Bidder to submit, in a form prescribed by or acceptable to the Minister, supplementary information about any aspect of the Bidder's bid which, in the Minister's opinion, is necessary for bid evaluation purposes.

## 11. BID MODIFICATION

- .1 A Bidder wishing to make changes to its tender before the time set for receiving tenders may withdraw the tender submission and the modified tender may then be resubmitted in compliance with Instructions to Bidders Section 1, Bid Submission, up to the bid Closing Date and Time. Bidders are advised that requests for withdrawal of tender submissions must comply with Instructions to Bidders Section 12, Bid Withdrawal and Acceptance.
- .2 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**

- .3 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, Bid Submission. The form must also be submitted in an unprotected portable document format (PDF).
- .4 The Bidder is responsible for ensuring its modifications are received before the time fixed for receiving tenders 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 the Instructions to Bidders Section 13, Irregularities.
- .5 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.
- .6 The "Tender Amendment Form", if applicable, must be completed by identifying only the changes required, as follows:
  - .1 Estimated Quantity Changes

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- .1 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.
  - .2 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;
- .2 Unit Price Changes
- .1 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.
  - .2 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;
- .3 Lump Sum Changes
- .1 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
- .4 Net Change to Total Bid
- .1 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”.
- .7 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.

## 12. BID WITHDRAWAL AND ACCEPTANCE

- .1 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 clause 1, Bid Submission, prior to the tender Closing Date and Time. A bid may not be withdrawn at or after the tender Closing Date and Time and shall be open to acceptance by the Minister until:
  - .1 some other Bidder has entered into a contract with the Minister for the Work specified in these tender documents and provided the required security and evidence of insurance coverage in accordance with Section 00612, Contract Performance Security, Section 00616, Security for Payment of Claims, and Section 00625, Insurance Conditions, which must be satisfactory to the Department and in compliance with [clause 6 of Section 00411, Stipulated Price Bid Form] **OR** [clause 7 of Section 00425, Unit Price Bid Form], 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.
- .2 The 35 day period referred to above will commence at 11:59:00 p.m. of the date of the bid closing 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), and any subsequent contiguous holidays, will be omitted from the computation.
- .3 The 35 day acceptance period referred to above may be extended at the Minister's request and subject to the Bidder's written agreement to the extension.
- .4 The Minister is not required to accept the lowest cost bid, and may reject any or all bids.
- .5 The Minister may negotiate contract terms with the Bidder submitting the lowest valid bid, provided that the negotiated changes to the Bid Documents result in either no change to the bid price or a reduced bid price. Such changes may be formalized in the form of a post-bid addendum that, upon written acceptance by the Bidder, will form part of the Contract Documents.
- .6 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.
- .7 "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.
- .8 Contracts will only be awarded to Bidders registered with Service Alberta, Corporate Registry.
- .9 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.



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- .10 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.
- .11 The lowest priced compliant bidder may be required to supply evidence of experience, equipment, ability and financial capability before the Contract is executed. Lack of any of these will be considered sufficient cause for rejecting the tender.

### **13. IRREGULARITIES**

- .1 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.
- .2 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.

### **14. TENDER DATE CHANGES AND CANCELLING OF TENDERS**

- .1 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.

### **15. SAFETY PREQUALIFICATION**

- .1 As a precondition to contract award, the Bidder must have a valid Certificate of Recognition (COR) or a valid Temporary Letter of Certification (TLC) for a standard COR, or a COR Equivalency Letter (COREL) for out of province bidders, as issued by the Alberta Construction Safety Association (ACSA) or another certifying organization authorized by Alberta Ministry of Labour to issue CORs.
- .2 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.
- .3 Alberta Transportation will confirm that the Bidder possesses a COR or valid TLC or COREL through the Alberta Construction Safety Association.
- .4 Bidders are advised that a small employers' certificate of recognition (SECOR) (for employers with less than 10 employees) is not acceptable.
- .5 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.
- .6 The Bidder must maintain a valid registration throughout the course of the Contract.

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

The Alberta Construction Safety Association  
225 Parsons Rd. S.W.  
Edmonton, AB, T6X 0W6  
Web Site: [www.acsa-safety.org](http://www.acsa-safety.org)  
E-mail: [Edmonton@acsa-safety.org](mailto:Edmonton@acsa-safety.org)

Telephone: (780) 453-3311 or  
(Toll Free) 1-800-661-2272  
Fax: (780) 455-1120 or  
1-877-441-0440

## **16. AVAILABILITY OF BID DOCUMENTS**

- .1 The Bid Documents [, Volume 1, and Volume [2] titled Contract Information Documents, including their related drawings ] and the Drawings are available for free download from the Alberta Purchasing Connection website at the following link: [www.purchasingconnection.ca](http://www.purchasingconnection.ca).
- .2 The Minister will assume no responsibility or liability for the completeness of any tender documents obtained from any other source.
- .3 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.
- .4 Bidders shall promptly notify the contact identified on the cover page of the tender upon discovery of any such discrepancies.

## **17. REFERENCE DRAWINGS**

- .1 Electronic (PDF) copies of all reference drawings listed in the Tender document may be viewed and/or downloaded, free of charge, from the Alberta Purchasing Connection at [www.purchasingconnection.ca](http://www.purchasingconnection.ca).
- .2 Copies of these drawings will be included with the Contract Documents presented to the successful bidder.

## **18. GST EXCLUDED**

- .1 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.
- .2 The Government of Alberta's GST Registration number is 1240 72513.
- .3 Bidders must not include GST in their bids.

## **19. EXAMINATION OF BID DOCUMENTS AND THE SITE**

- .1 Bidders shall, before submitting a bid:
  - .1 examine and read the Bid Documents thoroughly,
  - .2 visit the Site and its surroundings and other locations to become familiar with local and other conditions affecting the Work,
  - .3 consider the effect of Regulatory Requirements applicable to the Work,
  - .4 study and correlate the Bidder's site observations with the Bid Documents,



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**20. [PRE-BID MEETING AND SITE INSPECTION – MANDATORY ATTENDANCE]**

- .1 Submit Form 00250A – Confirmation of Mandatory Pre-Bid Attendance as specified in Section 00250 – Pre-Bid Meeting.

**21. BID SECURITY**

- .1 Provide and submit the bid security specified in Section 00210 - Bid Security.

**22. CONTRACT PERFORMANCE SECURITY**

- .1 Provide and include in the bid price for the security specified in Section 00612 - Contract Performance Security.

**23. SECURITY FOR PAYMENT OF CLAIMS**

- .1 Provide and include in the bid price for the security specified in Section 00616 - Security for Payment of Claims.

**24. ALLOWANCE**

- .1 Include in the bid price all allowances specified in Section 01210 - Allowances.

**25. PRODUCT OPTIONS AND SUBSTITUTIONS**

- .1 During the bid period, it is the sole responsibility of each Bidder to determine whether a substitution meets the requirements specified in Section 01621 – Product Options and Substitutions.
- .2 The Minister will not consider requests for approval of substitutions from Bidders during the bid period.
- .3 Substitutions will be evaluated and approved or rejected by the Minister after the contract award.

**26. AGREEMENT**

- .1 The successful Bidder will be required to enter into a formal Agreement with the Minister for the performance of the Work.

**27. DIVISION OF WORK**

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- .1 Work specified in the Specifications is divided into divisions and sections for reference purposes only. Except as may be otherwise specified in the Bid Documents, the division of the Work among the Contractor, Subcontractors, Sub subcontractors and suppliers is the Bidders' responsibility.

## **28. CONFLICTS OF INTEREST**

- .1 As required by the Conflicts of Interest Act (Alberta) no Member of the Legislative Assembly or person directly associated with a Member, as defined in the Act, shall submit a bid for this Contract.
- .2 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.

## **29. INTERPRETATION AND MODIFICATION OF BID DOCUMENTS**

- .1 Submit questions about the meaning and intent of the Bid Documents to the person named on the cover of the Bid Documents. Interpretations and modifications considered necessary by the Minister in response to such questions will be issued by the Minister in writing in the form of an addendum.
- .2 Addenda may also be issued by the Minister to modify the Bid Documents as considered necessary by the Minister.
- .3 Submit questions as early as possible in the bid period. The Minister may not respond to questions received too close to the bid closing date to permit the issuance of an addendum.
- .4 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.
- .5 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.
- .6 Replies to questions, interpretations and modifications made in a manner other than by written addenda will not be binding.

## **30. ADDENDA**

- .1 Addenda, when issued, will become part of the Bid and Contract Documents.

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- .2 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.
- .3 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)).

### **31. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

- .1 The Bidder acknowledges that:
  - .1 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
  - .2 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.

### **32. POSTING OF TENDER RESULTS AND AWARD INFORMATION**

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

### **33. CONFIDENTIALITY**

- .1 Subject to clause 31, Freedom of Information and Protection of Privacy Act, the Bidder and their employees, subcontractors, and agents shall:
  - .1 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
  - .2 only use, copy or disclose such information as necessary for the purpose of submitting a tender or upon written authorization from the Department.

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- .2 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.
- .3 No press release or other public announcement relating to this tender shall be issued without the prior written consent of the Department.
- .4 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 person named on the coverage of the tender, as soon as practicable. The Bidder shall cooperate with the Department with respect to any directions provided.

#### **34. GOVERNING LAW**

- .1 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.

#### **35. LANGUAGE**

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

#### **36. INQUIRIES**

- .1 Direct inquiries during the bid period to the person named on the cover of the Bid Documents.
- .2 A list of Interested Vendors, Bidders, and Plan Holders can be obtained through the Vendor link on the Alberta Purchasing Connection Website (<http://www.purchasingconnection.ca>).

#### **37. HIRING OF APPRENTICES**

- .1 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/>.

**END OF SECTION**



**38. TENDER AMENDMENT FORM**

CONTRACT: [ project name in upper case ]  
 [ contract name in title case ]

1. I \_\_\_\_\_, the undersigned, being an authorized representative of the Bidder, modify the Schedule of Prices for our bid as shown in the following schedule.

Item No.	Item Name	Estimated Quantity	Change to Unit Price, or L.S. + or -	Net Change of Extended Amount + or -
<b>Increase (+) or Reduce (-) Total Bid By:</b>				

2. 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.
3. The Bidder acknowledges and accepts the bid modification requirements specified in the Section 00200 - Instructions To Bidders and agrees that:
  1. this bid modification supersedes all previous bid modifications including those containing modifications to other bid items. Previously submitted bid modifications are all null and void.
  2. the Bidder accepts full responsibility and liability for any lack of confidentiality arising from submitting a bid modification using this process , and
  3. failure of this bid modification to arrive before the closing time, accurately or completely for any reason will render this bid modification null and void.

\_\_\_\_\_  
 Signature of Authorized Representative

\_\_\_\_\_

\_\_\_\_\_  
 Name of Bidder (Print or Type)

\_\_\_\_\_

Send by email to [trans.tender@gov.ab.ca](mailto:trans.tender@gov.ab.ca)

(Include in subject line: "Tender No. XXXXXX – Tender Amendment – Name of Bidder)