

**BID CONDITIONS No. \_\_\_\_\_**

**TABLE OF CONTENTS**

ARTICLE 1 - INTERPRETATION .....	1
ARTICLE 2 - SUBMISSION OF BIDS.....	2
ARTICLE 3 - EXCEPTIONS TO REQUEST FOR BID.....	3
ARTICLE 4 - ALTERNATIVES .....	4
ARTICLE 5 - DELIVERY OF BID .....	4
ARTICLE 6 - MODIFICATION AND WITHDRAWAL OF <i>BIDS</i> .....	4
ARTICLE 7 - AWARD OF CONTRACT.....	5
ARTICLE 8 - BIDDER'S BUSINESS ORGANIZATION .....	6
ARTICLE 9 - PROPOSED SUBCONTRACTORS AND SUPPLIERS .....	7
ARTICLE 10 - BIDDERS' INSURANCE.....	8
ARTICLE 11 KEY PERSONNEL .....	9
ARTICLE 12 - SAFETY AND LOSS MANAGEMENT .....	10
ARTICLE 13 WORK/SERVICES EXECUTION PLAN .....	11
ARTICLE 14 - QUALITY ASSURANCE PROGRAM.....	11
ARTICLE 15 - BID EXECUTION.....	12

## BID CONDITIONS

### ARTICLE 1- INTERPRETATION

1.1 In these Bid Conditions the words defined below shall have the following meanings:

1.1.1 Any word defined in the Stipulated Price Contract shall be given the same meaning in these Bid Conditions and the *Bid*. Any rule of interpretation set out in the Stipulated Price Contract shall apply to these Bid Conditions and the *Bid*;

1.1.2 "*Addenda*" means any written addenda to the Bid Conditions issued by the *Owner*;

1.1.3 "*Bid*" means the bidder's response to the RFB and shall consist of the following documents:

- a duly executed copy of these Bid Conditions;
- the List of Exceptions;
- the List of Alternatives;
- all attachments required by these Bid Conditions, including, as applicable electronic data;
- **[Add any other documents considered necessary]**

1.1.4 "*Due Date*" means 2:00 p.m. on ●;

1.1.5 "*List of Exceptions*" means that list prepared by the bidder, in the form attached as Attachment 1 in accordance with Article ●; and

1.1.6 "*Request for Bid*" or "*RFB*" means the request for bid no. ● which includes the following documents:

- The Bid Conditions
- The General Terms and Conditions
- Schedule "A" - Scope of Work
- Schedule "B" - Payment for Work
- Schedule "C" - Release and Certificate of Final Payment
- Schedule "D" - Technical Specifications
- Schedule "E" - Statutory Declaration



- Addenda, if any
- **[Add any other documents considered necessary]**

and all attachments to any of the above;

- 1.2 The bidder shall base its *Bid* on the *RFB*.
- 1.3 The bidder shall not disclose any part of the *RFB* or the *Bid* to any third party except as required to its proposed *Subcontractors* and *Suppliers*, without the *Owner's* prior written consent. The bidder shall ensure that all proposed *Subcontractors* and *Suppliers* comply with this Article 1.3.

## **ARTICLE 2 - SUBMISSION OF BIDS**

- 2.1 The bidder is responsible for reviewing the *RFB*. If the bidder finds any errors or discrepancies in, or omissions from, the *RFB*, or if any part of the *RFB* appears unclear or ambiguous, the bidder is responsible for requesting clarification or interpretation before submitting the *Bid*.
- 2.2 The bidder is responsible for inspecting the *Work Site* and for making whatever inquiries or arrangements are necessary for it to become fully informed of the nature of the *Work Site* and of the *Work* to be performed, and by the submission of its *Bid* acknowledges that it has investigated and satisfied itself as to:
- 2.2.1 the nature of the *Work*;
- 2.2.2 the location of and all conditions relating to the *Owner's Site* and the *Work Site* including, but not limited to accessibility, general character, surface conditions, utilities, road, uncertainties of seasonal weather and all other physical, topographical and geographical conditions;
- 2.2.3 the general character, quality, quantity and availability of equipment and materials required to execute and complete the *Work*;
- 2.2.4 all environmental risks, conditions, *Law* and restrictions applicable to the bidder or the *Work* that might affect the *Work*;
- 2.2.5 all conditions affecting labour, including, without limitation, availability, productivity and administrative practices, including those relating to safety, prevailing at or applicable to the *Work*; and
- 2.2.6 the magnitude of the construction work required to execute and complete the *Work*.

- 2.3 The *Owner* is not responsible for undertaking any investigations to assist the bidder. Any information, plans, drawings, reports or other documents which are not included or referred to in this *RFB*, form no part of this *Bid*. The *Owner* assumes no responsibility of any kind whatsoever arising from or relating to its failure to include or refer to such information, plans, drawings, reports or other documents. Bidders who obtain or rely upon such information, plans, drawings, reports or other documents, do so entirely at their own risk.
- 2.4 All requests for clarifications or interpretations concerning the *RFB*, or requests to inspect the *Work Site* shall be directed to ● at [phone #].
- 2.5 The bidder shall sign all copies of the Bid Conditions and submit them as part of the *Bid*. The bidder shall provide satisfactory evidence of the authority of the bidder's signatory if requested by the *Owner*. The bidder shall include a separate summary list of all attachments submitted with the Bid Conditions.
- 2.6 Where electronic documents or data are included in the Bid Conditions, the bidder shall provide, in the format requested by the *Owner*, all of the information requested. The *Bid* will include the completed electronic documents or data.
- 2.7 If *Addenda* are issued they will be issued simultaneously to all parties to whom the *Owner* has sent a copy of the *RFB*. All *Addenda* will be issued by the *Owner*.

### **ARTICLE 3 - EXCEPTIONS TO REQUEST FOR BID**

- 3.1 If the bidder takes exception to anything in the *RFB*, it shall identify in the list of exceptions:
- 3.1.1 each *General Condition* or the article of the schedule to which exception is taken; and
- 3.1.2 a description of the exception and any proposed substitution.
- 3.2 The bidder shall submit the completed list of exceptions as a part of the *Bid*. To the extent that the bidder has not identified, in the list of exceptions, an exception to a provision of the *RFB*, it shall be deemed to have accepted that provision of the *RFB*. If the bidder has no exceptions to the *RFB* then it shall so indicate on the list of exceptions and submit it as a part of the *Bid*.
- 3.3 Not so as to limit the generality of Article 3.1, the bidder shall identify in the list of exceptions any supplies, material or equipment which it proposes to substitute for items specified in the *RFB*.
- 3.4 The *Owner*, in its sole discretion, may accept or may refuse to accept any *Bid* containing exceptions.

## ARTICLE 4 - ALTERNATIVES

- 4.1 The bidder shall list in a list of alternatives, any alternative material, equipment, schedule time, specified or required work method or execution strategy or time for performance of the *Work* that it proposes.
- 4.2 Where the bidder submits alternatives, the bidder shall also bid in accordance with the *Contract Documents* and submit a *Contract Price* without the proposed alternatives.
- 4.3 Where alternatives are proposed, the bidder shall clearly indicate the impact of each alternative separately and the aggregate impact of all alternatives on the *Contract Price*, the *Work Schedule*, and the *Contract Time*.
- 4.4 The *Owner* in its sole discretion, may refuse to accept any or all of the alternatives identified in the list of alternatives, or may accept the *Bid* without any alternatives, or may accept the *Bid* with some or all of the alternatives included.

## ARTICLE 5 - DELIVERY OF BID

- 5.1 The *Bid* must be placed in an envelope which is to be sealed and to which the enclosed self-addressed label must be affixed. Failure to follow these instructions may, in the *Owner's* sole discretion, be cause for rejection of the *Bid*.
- 5.2 The original plus \_\_\_\_\_ copies of the *Bid* shall be delivered to the *Owner* at the following address:

**[*Owner's Address*]**

Attention:

Telephone:

- 5.3 The *Bid* must be received by the *Owner* prior to the *Due Date*. *Bids* received later than the *Due Date* may, in the *Owner's* sole discretion, be rejected. *Bids* received after the other *Bids* have been opened shall be rejected.
- 5.4 The *Bid* will not be returned to the bidder by the *Owner*. The bidder shall return those documents and attachments included in the *RFB* requested by the *Owner's* contract administrator.

## ARTICLE 6 - MODIFICATION AND WITHDRAWAL OF BIDS

- 6.1 In consideration of the *Owner* providing the *Request for Bid* to the bidder, the bidder agrees that its *Bid* shall remain open for acceptance and valid up to and including ●, 20● unless extended by mutual written agreement.

- 6.2 The bidder may modify its *Bid* prior to the *Due Date* by delivery in writing or by fax or electronic transfer sent to the number set forth below, provided that the change communicated by such means does not disclose the modified total *Bid* price, but shall only indicate the change in the payment item as set forth in Section 3.1 of Schedule "B" – Payment for Work and the resulting total change to the *Bid* price [**Note: Use this form in the case of a stipulated price contract. Amend this section to refer to the unit prices in the case of a unit price contract**]. Where multiple fax or electronic changes are submitted, the last fax or electronic change shall govern and all previously submitted changes shall be null and void. No communication by electronic means will be considered unless the means is capable of producing a time-dated hard copy and, as applicable, complies with any legislation that may govern electronic transmissions in Alberta.
- 6.3 The bidder shall take complete responsibility for ensuring that all fax or electronic changes are received prior to the *Due Date*, and the *Owner* shall not be responsible for the proper operation or functioning of incoming fax or electronic equipment and gives no assurance that modifications sent by such means will be received by it prior to the *Due Date*, even if sent before the *Due Date*.
- 6.4 The bidder may withdraw the *Bid* by written notice to the *Owner's* contract administrator which notice may also be sent by fax or electronic transfer, provided that such notice is received by the *Owner's* contract administrator prior to the *Due Date*.
- 6.5 The fax and electronic transfer numbers to which communications may be sent are as follows:

Fax number:

Electronic address:

## ARTICLE 7 - AWARD OF CONTRACT

- 7.1 After the *Due Date* the *Owner* may invite one or more bidders to a bid clarification meeting. If as a result of clarifications, or otherwise, the *Bid* is clarified, amended, increased or decreased the bidder agrees that the clarified or amended *Bid* shall constitute its *Bid* hereunder which shall remain open for acceptance by the *Owner* for the time and in the manner herein provided for the acceptance of a *Bid*.
- 7.2 The *Owner* will evaluate all of the *Bids* on the basis of commercial and technical merit but reserves the right to accept, in its sole discretion, any one or more of the *Bids*. The *Owner* also reserves the right, in its sole discretion, to not award a contract to the lowest or to any of the bidders, with respect to the *Work*, and to waive any irregularities, omissions or errors in any *Bid*.

7.3 If the *Owner* selects the bidder's *Bid*, it will issue a letter of acceptance to the bidder accepting the bidder's *Bid*. The *Owner* will then provide the bidder with execution copies of the *Contract* which the bidder agrees to execute and return to the *Owner's* contract administrator, together with all other documentation and information required by the *RFB*, the *Contract Documents* or by the *Owner's* contract administrator.

## ARTICLE 8 - BIDDER'S BUSINESS ORGANIZATION

### BIDDER INFORMATION

8.1 The bidder shall:

- indicate below its form of business organization; and
- provide the information requested for such form:

8.1.1 \_\_\_ Corporation

Legal name of corporation: \_\_\_\_\_

Jurisdiction of incorporation

\_\_\_ Alberta

\_\_\_ Canada

\_\_\_ Other province: \_\_\_\_\_

\_\_\_ U.S. state: \_\_\_\_\_

\_\_\_ Other country: \_\_\_\_\_

Any other business name to be used in the *Contract*:

\_\_\_\_\_

8.1.2 \_\_\_ Division of corporation

Name of division: \_\_\_\_\_

Legal name of parent corporation: \_\_\_\_\_

Jurisdiction of incorporation of parent corporation

\_\_\_ Alberta

\_\_\_ Canada

\_\_\_ Other province: \_\_\_\_\_



\_\_\_ U.S. state: \_\_\_\_\_

\_\_\_ Other country: \_\_\_\_\_

8.1.3 \_\_\_ Partnership

Legal name of partnership: \_\_\_\_\_

Any other business name to be used in the *Contract*:

\_\_\_\_\_

8.1.4 \_\_\_ Limited Partnership

Legal name of limited partnership: \_\_\_\_\_

Any other business name to be used in the *Contract*:

\_\_\_\_\_

The bidder shall provide a copy of the Limited Partnership Agreement upon request by the *Owner*.

8.1.5 \_\_\_ Joint Venture

Legal names of the joint venturers:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any other business name of the Joint Venture to be used in the *Contract*:

\_\_\_\_\_

The bidder shall provide a copy of the Joint Venture Agreement upon request by the *Owner*.

**ARTICLE 9 - PROPOSED SUBCONTRACTORS AND SUPPLIERS**

9.1 The bidder shall submit within 24 hours of the *Due Date* the following information with respect to all of its proposed *Subcontractors* and *Suppliers*, [optional] and shall indicate whether they are local, native or both:

Subcontractors / Suppliers	Work or Services Materials / Equipment	[optional] Local / Native / Both






**ARTICLE 10 - BIDDERS' INSURANCE**

10.1 The Stipulated Price Contract sets out the insurance coverage required by the *Owner*. The bidder shall indicate below the amount of the deductibles for each category of insurance required:

10.1.1 automobile liability insurance

- required coverage of \$2,000,000.00 per occurrence
- the amount of the deductible is \$\_\_\_\_\_.

10.1.2 course of construction, including transit insurance

- required coverage of \$\_\_\_\_\_per occurrence
- the amount of the deductible is \$\_\_\_\_\_.

**●[Optional for Contractor or Owner to provide - GC 27]**

10.1.3 comprehensive general liability insurance

- required coverage of \$● per occurrence



- the amount of the deductible is \$●.

●[Optional for Owner or Contractor to provide - GC 27]

**ARTICLE 11KEY PERSONNEL**

11.1 The bidder shall list below, as *Key Personnel*, the names and titles of those whom the bidder considers to be important in ensuring that the *Work* is performed in accordance with the *Contract Documents*:

Title	Name

- 11.2 The bidder shall attach for each of the *Key Personnel* the following information:
- a current resume (including copies of trade certificates if applicable);
  - recent client references;
  - present work location; and
  - a consent signed by the individual agreeing to the release of personal information to the *Owner*.

11.3 The bidder shall attach its proposed organization chart showing the *Key Personnel* and the other supervisory and staff personnel that will be executing the *Work*, together with their respective job titles.

**ARTICLE 12 - SAFETY AND LOSS MANAGEMENT**

12.1 The bidder shall submit as part of the *Bid* its safety and loss management policy with particular reference to implementation, communication and ensuring compliance.

12.2 The bidder shall submit as part of the *Bid* the details of its safety and loss management program to be used in the performance of the *Work*, including, but not limited to the following:

- 12.2.1 names of safety and loss management personnel;
- 12.2.2 an organizational chart showing reporting relationships of safety and loss management personnel;
- 12.2.3 safety and loss management training programs;
- 12.2.4 training and safety meeting schedules;
- 12.2.5 incident and accident reporting and investigation;
- 12.2.6 incident and accident follow-up; and
- 12.2.7 program for monitoring *Subcontractors* and *Suppliers* compliance with the bidder's safety and loss management program.

12.3 The bidder shall provide its injury frequency rate and its injury severity rates for the past 2 years in accordance with the following formulae:

$$\text{Injury Frequency Rate} = \frac{\text{number of medical aids} + \text{number of disabling injuries} \times 200,000}{\text{actual manhours worked}}$$

$$\text{Injury Frequency Rate} = \frac{\text{number of days loss} \times 200,000}{\text{actual manhours worked}}$$

$$\text{Injury Severity Rate} = \frac{\text{number of days loss} \times 200,000}{\text{actual manhours worked}}$$

$$\text{Injury Severity Rate} = \frac{\text{number of days loss} \times 200,000}{\text{actual manhours worked}}$$



12.4 In the selection of a successful bidder, the *Owner* may consider the bidder's commitment to safety and loss management as demonstrated by the information provided by the bidder.

**ARTICLE 13 WORK/SERVICES EXECUTION PLAN**

13.1 The bidder shall indicate below its estimate of the manual and non-manual hours required to complete the *Work*. Such estimate shall not relieve the bidder of its responsibility to complete the *Work* for the *Contract Price*:

Manual hours: \_\_\_\_\_  
 On-site: \_\_\_\_\_  
 Off-site: \_\_\_\_\_

Non-manual  
 hours: \_\_\_\_\_  
 On-site: \_\_\_\_\_  
 Off-site: \_\_\_\_\_

Total hours: \_\_\_\_\_

13.2 The bidder shall submit a proposed schedule for the *Work* to comply with the following:

- 13.2.1 start *Work* by \_\_\_\_\_, 20\_\_;
- 13.2.2 complete all *Work* by \_\_\_\_\_, 20\_\_; and
- 13.2.3 achieve the Milestone Dates.

Such schedule shall include all significant activities required to perform the *Work* and all corresponding *Milestone Dates*. The bidder shall outline its execution plan for the *Work*.

**ARTICLE 14 - QUALITY ASSURANCE PROGRAM**

14.1 The bidder shall attach a description of the quality assurance and quality control programs it proposes to carry out to ensure the quality of the *Work*. Such description shall include the procedures, inspection routines, quality control manuals and testing methods to be used in performance of the *Work*. Such description shall include but not limited to details on the following:

- 14.1.1 a statement by the bidder as to what their policy on quality is;
- 14.1.2 types of test and calibration equipment used and the procedures for the proper use and care of that equipment;
- 14.1.3 the procedures used for the identification of non-compliance to standards and codes, and for the correction of such non-compliance;



- 14.1.4 procedures for obtaining approvals for engineering and design changes;
- 14.1.5 inspection and test sheets that will be used to record all data from inspections and tests; and
- 14.1.6 travel sheets for critical inspections.

**ARTICLE 15 - BID EXECUTION**

15.1 The bidder shall list below, and hereby acknowledges receipt, understanding and full consideration of all of the listed *Addenda*.

Addenda Numbers: ●

15.2 The bidder accepts all of the terms and conditions of the *RFB*, except as indicated in the list of exceptions. The bidder shall provide all information requested in the *RFB*, and failure to do so may result in rejection of the *Bid*.

15.3 The bidder hereby offers to perform the *Work* in accordance with the *RFB*, subject to the list of exceptions.

15.4 The undersigned hereby represents and warrants that they have the authority to execute the *Bid* on behalf of the bidder.

The bidder hereby duly executes the bid on the ● day of ●, 20●.

\_\_\_\_\_  
PER:

\_\_\_\_\_  
TITLE:

\_\_\_\_\_  
PER:

\_\_\_\_\_  
TITLE:



**ATTACHMENT 1 - LIST OF EXCEPTIONS**

<b>ARTICLE</b>	<b>DESCRIPTION OF EXCEPTION</b>



**ATTACHMENT 2 - LIST OF ALTERNATIVES**

<b>Technical Specifications Section</b>	<b>Description of Proposed Alternative</b>	<b>Impact on <i>Contract Price, Work Schedule or Contract Time</i></b>