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1. General

- 1.1. Section 00 21 13 – Instruction to Bidders contained herein provides directions as to the manner in which bidders are to complete and submit bids (“Bids”). All of the provisions of this document are deemed to be accepted by each bidder and incorporated into each Bidder’s Bid. A Bidder who submits conditions, options, variations or contingent statements to the terms as set out in this document either as part of its bid or after receiving notice of selection, may be disqualified. If a Bidder is not disqualified despite such changes or qualifications, the provisions of this document will prevail over any such changes or qualifications in the Bid.
- 1.2. These Instructions to Bidders form part of the Contract Documents making up the agreement in Section 00 52 00 to be executed by the City of Lloydminster (the “Owner”) and the Contractor (the “Agreement”) and will bind the Bidder and the Owner to the extent and applicability of its provisions.
- 1.3. The terms and conditions of this bidding process are non-exhaustive and shall be construed as intending to limit the pre-existing rights of the Owner.
- 1.4. All requirements that use the word “shall” or “must” are mandatory and the Bidder’s Bid must substantially comply or fulfill such requirements, or it shall be rejected as non-compliant. All requirements that use the term “should” are desired and the Bidder’s response to such requirements shall be considered in analyzing the Bids.

2. Submission of Bids

- 2.1. Bids shall be made on the Bid Form provided in Section 00 41 00 and shall be submitted in a sealed envelope clearly marked and addressed to the Closing Place as follows:

**City of Lloydminster Operations Centre – Engineering Services**  
**6623 – 52 Street**  
**Lloydminster, AB**  
**T9V 3T8**

Bid for:

**[Project Name]**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(the “Project”)

- 2.2. Bids must be delivered to the Closing Place before **2:00:00 PM** local time of the Closing Place on **[Month] [Day], [Year]** (the “Bid Closing Time”). The Bid Closing Time will be conclusively determined by a clock designated by the Owner or the Engineer.
- 2.3. Any Bids received after the Bid Closing Time shall be rejected and returned to the Bidder unopened.
- 2.4. The Owner and the Engineer shall not be responsible for lost or misplaced Bids, or amendments to Bids.

- 2.5. Bids should be completed fully in ink or typewritten. Bids submitted via facsimile or email transmittal shall be rejected. Bids that have been submitted in accordance with these Instructions to Bidders may be modified via facsimile transmittal, however, pursuant to Clause 19 hereof.
3. Bids to be Under Seal
  - 3.1. All Bids shall be signed and sealed in the case of a corporation and in the case of an individual, partnership or non-incorporated organization shall be signed and witnessed.
  - 3.2. If a Bid is submitted by a consortium, each member of the consortium shall sign and seal or witness the Bid as described above.
4. Acceptability and Evaluation of Bids
  - 4.1. The Owner reserves the right to reject any or all Bids. Without limiting the generality of the foregoing, the Owner may, at its discretion, disqualify Bids which:
    - 4.1.1 are incomplete, obscure or irregular;
    - 4.1.2 contain erasures, corrections, omissions, alterations or mathematical errors;
    - 4.1.3 are unsigned, improperly signed or sealed;
    - 4.1.4 contain qualifying conditions; or
    - 4.1.5 fail to provide security deposit, bonding or insurance requirements in a sufficient amount.
  - 4.2. As it is the purpose of the Owner to obtain a Bid most suitable to the interests of the Owner, it shall, in its sole discretion, reject or retain for its consideration, bids which are non-compliant because they do not contain the content or form required or for failure to comply with the process of submission as set out in these Instructions to Bidders.
  - 4.3. The Owner is not under any obligation to award a contract and reserves the right in its discretion to cancel these Instructions to Bidders at any time for any reason or without reason. Award of a contract may be contingent upon budget approval or other corporate, regulatory or other pre-conditions. The Owner may, in its discretion, re-tender, or negotiate with any party (including a Bidder) the same or similar project at any time after cancellation of these Instructions to Bidders.
  - 4.4. The Owner reserves the right to accept the Bid that it deems in its discretion most advantageous. The Bid having the lowest cost to the Owner or any Bid shall not necessarily be accepted. While price will be the most important factor, the Owner may take into account any of the following criteria in descending order of importance:
    - 4.4.1 Bid Price;
    - 4.4.2 Disclosure of Interest (as described in Section 25);
    - 4.4.3 the qualifications of the Bidder (as described below);
    - 4.4.4 Completion Date;
    - 4.4.5 documentation of accreditation/recognition issued by a provincial government in conjunction with an Alberta or Saskatchewan Association;

- 4.4.6 any current litigation between the Owner and the Bidder;
- 4.4.7 the Owner's (positive or negative) relationship with any Bidder, including but not limited to, past performance or conduct on previous contracts with the Owner or other institutions;
- 4.4.8 the use of equivalents/alternates;
- 4.4.9 the quality and responsiveness of the Bid, including, without limitation, all requested information; and
- 4.4.10 the following additional criteria:

**NONE**

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- 4.5. The Owner and the Engineer may make such investigations as they deem necessary to determine the ability of any Bidder and its named subcontractors to perform the Work and the Owner may utilize the results of such investigation in awarding the Agreement.
- 4.6. Qualifications of the Bidder may include consideration of the:
  - 4.6.1 experience, present workload and capacity of the Bidders, their proposed project personnel (including their proposed superintendent) and their nominated Suppliers and Subcontractors;
  - 4.6.2 adequacy of proposed construction plan, equipment and labour;
  - 4.6.3 financial capability and credit-worthiness of the Bidders and the Owner's overall assessment of each Bidder's ability to perform and complete the Work in accordance with the Bid Documents and in co-ordination with other contractors who may be located on the site; and
  - 4.6.4 verification of (a) through (c) via third party references and inquiries.
- 4.7. The Owner reserves the right, in its sole and unfettered discretion to:
  - 4.7.1 in its discretion, to seek further information from, or clarification of, any Bid submitted by any Bidder in respect of any of the terms and conditions of the Bid Documents;
  - 4.7.2 make changes, including substantial changes, to this bidding process provided that those changes are issued by way of addendum in the manner set out in this document;
  - 4.7.3 determine whether a failure to conform to the terms and conditions of the procurement process does or does not constitute substantial compliance and accept bids that substantially comply with the requirements of this procurement process, including a right to accept or reject any bid and to waive any defect, irregularity, or mistake in any bid;

- 4.7.4 disqualify a Bidder, rescind a notice of selection or terminate a contract subsequently entered into if the bidder has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
  - 4.7.5 disqualify a Bidder who has previously been (or is presently) involved in litigation, arbitration, or any other dispute resolution process or quasi-judicial process in which it is taking a position that is adverse in interest to the Owner;
  - 4.7.6 disqualify a Bidder who has displayed poor performance in any previous or ongoing work or services for the Owner, or who has otherwise demonstrated they it be incapable of effectively and efficiently providing the Work in a timely manner, as determined by the Owner in its sole discretion;
  - 4.7.7 select a Bidder other than the bidder whose Bid reflects the lowest cost to the Owner;
  - 4.7.8 accept any Bid in whole or in part; or
  - 4.7.9 negotiate changes (both prior to and after contract award) to the Scope of the Work, the type of materials, the specifications or any conditions with the successful Bidder without having any duty or obligation to advise any other Bidder or to allow them to vary their Bid as a result of such changes.
- 4.8 The reserved rights in this section are in addition to any other express rights or any other rights that may be implied in the circumstances.
- 4.9. Accepted alternates and equivalents may, at the Owner's option, be considered in conjunction with the base Bid in determining the price to be used in contract award.
- 4.10. The Bidder acknowledges and agrees that it shall have no claim against, or entitlement to damages from, the Owner or the Engineer by reason of the Owner's rejection of its Bid or all Bids.
- 4.11. Receipt of an invitation to bid by a Bidder or receipt and evaluation by the Owner of a Bid does not imply that any Bidder is qualified.
- 4.12. If the Owner or Engineer to be in charge of this project, after acceptance of a Bid by the Owner but before execution of the Agreement, objects to any Subcontractor proposed to be employed by the successful Bidder in the performance of the Agreement, and the Contractor refuses or neglects to nominate another Subcontractor acceptable to the Owner, the Owner may rescind its acceptance of the Bid and return the Bid Security of the successful Bidder. In such an event, neither the Owner nor the successful Bidder shall have any rights or obligations under the Agreement or in respect of the acceptance of the Bid, and the Owner may award the Agreement to another Bidder.

5. Bid Documents

5.1. The Bid Documents shall consist of the following:

- Instructions to Bidders (Section 00 21 13);
- Scope of Bid;
- Bid Form (Section 00 41 00);
- Addenda (if any);
- Consent of Surety;
- Bid Security;
- Agreement (Section 00 52 00);
- Definitions;
- General Conditions (Section 00 72 00);
- Supplemental General Conditions (Section 00 72 00);
- Available Information (if any);
- General Requirements;
- Drawings and Specifications, as listed in the index of the Bid Documents; and
- Schedules.

6. Omissions or Discrepancies

6.1. Should the Bidder find discrepancies in, or omissions from, the Bid Documents, or be in doubt as to their meaning, it should at once notify the Engineer, who may send an Addendum to all Bidders. All addenda become part of the Bid Documents. The Bidder must include all costs for work described in the addenda in the Bid Price. No oral interpretation made by the Engineer to any Bidder as to the meaning of any part of the Bid Documents shall be binding upon the Owner or be effective to modify any of the provisions of the Bid Documents. Words and abbreviations used in the Bid Documents which have well known technical or trade meanings, or are defined in the Bid Documents, shall be interpreted in accordance with such meanings or definitions. Every request for an interpretation shall be made in writing, not less than **seven (7) Days** before the Bid Closing Time, unless noted otherwise, and promptly forwarded to the Engineer at the following address:

Engineer:

Address:

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7. Bid Security

7.1. The Bid shall be accompanied by **Bid Security** in the form of a Certified Cheque or original executed paper copy of a bid bond in, or substantially in, the form of the bid bond in Appendix "A" ("Bid Bond"), issued by a duly licensed surety company authorized to transact a business of suretyship in the jurisdiction of the Place of the Work, made payable to the Owner in the amount of ten percent (10%) of the Bid Price.

7.2. The Bidder, with its Bid, shall enclose, preferably in an original executed paper copy, a statement from the surety in, or substantially in, the form of the Consent of Surety in

Appendix "B", stating that the Surety is willing to supply the Contract Security referred to below. The **Consent of Surety** should be provided whether the Bidder uses a Bid Bond or a Certified Cheque under this Clause 7.

- 7.3. Upon acceptance of a Bid, the Owner shall issue the Notice of Acceptance to the successful Bidder and shall provide the successful Bidder with the Contract Documents. Within **fifteen (15) Days** from the date of receipt of the Contract Documents, the Bidder shall execute and return the Agreement, together with the Contract Security required pursuant to Clause 8 of the Instructions to Bidders, to the Owner. Should the Bidder fail to execute and return the Agreement and Contract Security as aforesaid, whether any other bid has previously been accepted or not, the Bid Security shall be forfeited to the Owner and the Owner, without incurring any liability, shall be entitled to withdraw the Notice of Acceptance and proceed with the selection of another bidder. The forfeiture of the Bid Security shall not be construed as a waiver of any rights or remedies which the Owner may have against the Bidder for loss or damage incurred or suffered in excess of the amount of the Bid Security
  - 7.4. Bid Bonds, or Certified Cheques, of unsuccessful Bidders will be returned as soon as possible after the award of the Agreement, or if no Agreement is awarded, after the Owner reaches such decision. The Bid Bond, or Certified Cheque, of the successful Bidder will be returned following the receipt of the necessary Contract Security required by GC 46, and the execution of the Agreement.
8. Contract Security
- 8.1. Pursuant to GC 46, the successful Bidder shall, within **fifteen (15) Days** of the date of the "Notice of Acceptance" of the Agreement or such longer time as the parties may agree, provide the Contract Security required by GC 46. The cost of such security shall be borne by the successful Bidder.
9. Alternate Prices
- 9.1. Where called for, the Bidder must submit prices for all alternates shown in the places provided in the Bid Form. Estimated quantities for Work which is required to be completed under the Bid Documents are provided in Schedule "A" of the Bid Form. Estimated quantities for alternate Work are provided in Schedule "B" - Alternate Work Quantities and Unit Prices of the Bid Form. The alternate Work Quantities may be substituted for the similar unit price items within Schedule "A" of the Bid Form at the discretion of the Engineer, at which time the alternate Work unit rate will govern and be the basis upon which the applicable Work is paid. The Engineer will notify the Contractor, in writing, of alternate Work which will be requested of the Contractor, based upon field reconnaissance completed jointly by the Engineer, Contractor, and the Owner.
10. Substitutions
- 10.1. Where the Bid Documents stipulate that a particular kind or make of material or equipment shall be used and allow for an equal or alternate material or equipment to be substituted, no such substitution may be made unless the Engineer has, **five (5) Days** prior to the Bid Closing Time, given written approval for such substitution.
  - 10.2. When a request to substitute an allegedly equal material or equipment is made to the Engineer, the Engineer may approve the substitution either as an equal or an alternate. If an item is approved as an equal, the Bidder may use that item in place of the specified

item. If the item is approved as an alternate, the Bidder shall base its Bid Price upon the specified item and shall indicate in its Bid the reduction in price which shall apply if use of the alternate item is allowed.

- 10.3. In submission of equals or alternates to items of material or equipment mentioned in the Bid Documents, the Bidder shall in its Bid give consideration to all changes required in the Work to accommodate such equals or alternates. A claim by the Bidder for an addition to the Bid Price because of changes in Work necessitated by the use of equals or alternates shall not be considered.
11. GST
  - 11.1. It shall be assumed, unless otherwise stated, that the Bid Price does not include GST. The appropriate GST levy shall be paid to the successful Bidder in addition to the amount approved by the Engineer for Work performed under the Agreement and, therefore, shall not affect the Bid Price.
12. PST (Saskatchewan)
  - 12.1. It shall be assumed, unless otherwise stated, that the Bid Price does not include PST. Bidders are solely responsible for confirming and determining any sales or excise taxes applicable to the Work or the Agreement, and no information provided by the Owner in this document or upon request shall relieve the Bidder of such responsibility and liability.
13. Commencement and Completion of the Work
  - 13.1. The successful Bidder shall commence the Work within a reasonable time after the date of the Notice to Proceed, unless otherwise stated in the Bid Documents. The Bidder shall perform the work in such a manner so as to complete the work by **[Month] [Day], [Year]**.
14. Material and Equipment Suppliers
  - 14.1. The Bidder should state, if requested in the Bid Form, the names of the material and equipment Suppliers it intends to use for the Work together with the trade or brand names of the material and equipment to be supplied.
15. Subcontractors
  - 15.1. The Bidder should state, if requested in the Bid Form, the names of the Subcontractors it intends to use on the Work and the portion of the Work on which each Subcontractor is intended to be used.
16. Superintendent
  - 16.1. The Bidder should state in its Bid Form the name and experience of the superintendent it intends to use on the Work.
17. Subdivision of Work
  - 17.1. The successful Bidder shall be responsible for the administration of the Work and the subdivision of the Work to Subcontractors. All disputes as to the scope of the Work to be carried out by Subcontractors shall be resolved by the successful Bidder so that all Work



is carried out in accordance with the Bid Documents. No claims for extras shall be allowed on the basis that Subcontractors did not include same in their scope of Work due to any subdivisions of Work expressed or implied in the Bid Documents.

- 17.2 In preparing and submitting the Bid, Bidders are advised that the Owner may award other contracts for work in the area.

18. Site Conditions and Information Documents

18.1. The Bidder shall examine the Place of the Work and review the Information Documents before submitting its Bid. The Bidder shall satisfy itself as to the nature and location of the Work, site conditions and all matters which can in any way affect the Work.

18.2. The Information Documents are furnished merely for the general reference and convenience of each Bidder and do not form part of the Bid Documents. The Information Documents are not in any way represented, warranted or guaranteed to be accurate or complete by the Owner or the Engineer. Each Bidder acknowledges and agrees that the Owner and the Engineer do not owe any duty of care to it concerning the accuracy or completeness of the Information Documents.

19. Bid Modification

19.1. A Bid submitted in accordance with these Instructions to Bidders may be modified provided the modification:

19.1.1 is in the form of a letter or an email addressed to the Engineer and the Owner, and all pages of such letter or email attachment(s) are received at the Closing Place prior to the Bid Closing Time;

19.1.2 states the name of the Bidder and the nature of the modification; and

19.1.3 is signed by the Bidder's authorized representative.

19.2. Where a modification is directing a change in the Bid Price, the modification shall not reveal the original Bid Price nor the revised Bid Price:

19.2.1 on lump sum bids, only the amount to be added to or deducted from the original Bid Price shall be stated;

19.2.2 when unit prices are used, only the amount to be added to or deducted from each original unit price shall be stated;

19.3. Neither the Owner nor Engineer shall not accept responsibility for the content of modifications or modifications that are, for any reason, delayed, illegible or otherwise improperly received.

19.4. The Owner may, in its discretion, disregard modifications that are improperly received.

20. Bid Withdrawal

20.1. Any Bidder may withdraw its Bid either personally or by written request prior to the Bid Closing Time. The withdrawal of a Bid shall not prejudice the right of such Bidder to submit a new Bid. In addition to any damages that the Owner may be entitled to, if a Bid is withdrawn after the Bid Closing Time, the accompanying Bid Security is subject to

forfeiture in like manner as in the failure to execute an Agreement after award as provided herein.

21. Currency

21.1. All dollar amounts stated in the Bid Documents are in Canadian dollars.

22. Agreement between the Owner and the Bidder

22.1. The Bidder agrees that the Owner's sole obligation is to give consideration to the Bid in accordance with the Bid Documents. In return, the Bidder has prepared and submitted its Bid, and agrees:

22.1.1 to enter into the Agreement with the Owner in accordance with the Bid Documents if the Owner issues a notice of acceptance within **forty-five (45) Days** of the Bid Closing Time (or such longer period as is agreed between the parties) (the "Bid Period"); and

22.1.2 that the Bid is irrevocable, valid and shall remain open for acceptance for the Bid Period.

23. Bidders to Bear Their Own Costs

23.1 The Bidder will bear all costs associated with or incurred in the preparation and presentation of its bid, including, if applicable, costs incurred for interviews or demonstrations.

24. Information Requests

24.1. During the Bid Period, the Owner may request further information from the Bidder or third parties in order to verify, clarify or supplement the information provided in the Bidder's Bid.

24.2. The Bidder shall comply with any reasonable requests for information made by the Owner or the Engineer, including information about the Bidder and its superintendent, Subcontractors and Suppliers. The response received by the Owner shall, if accepted by the Owner, form an integral part of the Bidder's Bid.

24.3. The Bid should include a complete list of Subcontractors and Suppliers.

25. Disclosure of Interest and Unethical Conduct

25.1. For the purposes of this procurement process, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

25.1.1 in relation to this procurement process, the Bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Owner in the preparation of its bid that is not available to other bidders, (ii) communicating with any person with a view to influencing preferred treatment in this procurement process (including but not limited to the lobbying of decision makers involved in the procurement process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive procurement process or render that process non-competitive or unfair; or

25.1.2 in relation to the performance of its contractual obligations contemplated under the Agreement, the Bidder's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

25.2. The Bidder and all its Subcontractors shall, as a condition of the Bid award, make full disclosure of any Conflict of Interest, including any pecuniary interest with any Member of Council, City Commissioners, City Directors, Department Managers, or any other City Staff; as required by the applicable governing municipal legislation.

25.3. Bidders must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Bidders must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Owner; deceitfulness; submitting bids containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this procurement process.

## 26. Limitation of Liability

26.1. Notwithstanding anything to the contrary herein, by submitting a Bid, the Bidder agrees that any claim that the Bidder may have against the Owner and its employees, agents, consultants (including the Engineer) and elected officials (collectively, the "Owner Parties") for damages, losses, or expenses or for any other legal relief, arising, directly or indirectly, under or in relation to this bid process (whether in contract, tort, or other legal theory) is limited to an amount equal to the Bidder's actual and reasonable costs in preparing its Bid to a maximum of \$5,000.00. For clarity, each Bidder specifically waives as against the Owner Parties any claim for loss of profit or anticipated profit, loss of opportunity, loss of reputation, consequential or indirect losses or for judicial review or injunctive relief.

## 27. Addenda

27.1. Addenda, when issued, form part of the Bid Documents. The Bidder shall acknowledge receipt of the Addendum in the manner required as identified on the Addendum. The individual items in the Addendum shall be added, deleted, or changed in accordance with the instructions contained in the addendum letter. A copy of each Addendum, executed by the Bidder, will be inserted in the Agreement.

## 28. Unit Prices to Include

28.1. The unit prices in the Bid Forms shall be full compensation to the Contractor for all work completed and for goods and services furnished by them to complete the project. Such items as mobilization and demobilization costs, unless otherwise specified, overhead, profit and other miscellaneous expenses are to be included pro rata in the unit prices.

## 29. Recent Changes to Contract Documents

29.1. Bidders are advised that the Owner has recently introduced significant changes to portions of their standard Contract Documents. It is the Bidder's responsibility to ensure these changes are understood and taken into consideration upon submitting a bid.

30. Workers Compensation Board

- 30.1. The Contractor shall be registered as a member in good standing with the Worker's Compensation Board (WCB) in the province in which the Place of Work is located, which for this Agreement is **[Alberta and/or Saskatchewan]**. Accompanying the submission shall be a copy of the applicable Worker's Compensation Board (WCB) Clearance Letter(s) as issued by the **[Alberta and/or Saskatchewan]** WCB Board(s). In the event work is to be performed in Alberta or Saskatchewan and the Contractor does not have coverage in that particular province, it is required that written consent issued by the Primary WCB Board be accompanying the Contractors submission indicating that the Primary WCB Board is agreeable to extending their coverage into the province in which the Contractor is not registered as a member.

31. Blackout Period

- 31.1. The blackout period begins when on Bid Closing Date and end when an Agreement is signed by the successful Contractor. During the blackout period, Contractors must only conduct communications about this opportunity with the Engineer stated in this document. Any communication initiated or attempted by the Contractor to elected officials, representatives, or staff of the Owner other than the Engineer during the blackout period may result in the rejection of consideration of that Contractor for project award.

32. Confidential Information of the Owner

- 32.1. All information provided by or obtained from the Owner in any form in connection with this bidding process either before or after the issuance of this document
- 32.1.1 is the sole property of the Owner and must be treated as confidential;
  - 32.1.2 is not to be used for any purpose other than replying to this document and the performance of the Agreement;
  - 32.1.3 must not be disclosed without prior written authorization from the Owner; and
  - 32.1.4 must be returned by the Bidder to the Owner immediately upon the request of the Owner.

33. Confidential Information of Bidder

- 33.1. A bidder should identify any information in its bid, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Owner. The confidentiality of such information will be maintained by the Owner, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Owner to advise or assist with this process, including the evaluation of bids. If a bidder has any questions about the collection and use of personal information pursuant to this process, questions are to be submitted to the Owner.

34. Governing Law and Interpretation

- 34.1. The terms and conditions in Section 00 21 13
- 34.1.1. are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision); and

34.1.2. are to be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein and each bidder irrevocably and unconditionally attorns to the jurisdiction of the courts in the City of Lloydminster in relation to any claim or dispute in relation to this procurement process.

**END OF SECTION**

<b>REVISION LOG</b>		
<b>DATE</b>	<b>REVISION</b>	<b>COMMENTS</b>
05/08/2019	Addition of Clause 30	Addition of Workers Compensation Board Clearance requirements.
07/16/2019	Adjustment of Clause 12	Clarification to PST (Saskatchewan).
05/06/2020	Adjustment to Clause 7	Clarification to Bid Bond and Consent of Surety submission requirement.
01/29/2021	Addition of Clause 31	Addition of Blackout Period.
01/31/2022	Various clerical amendments.	
03/19/2024	Adjustment to Clause 19.1.1	Email Notifications Permitted.
01/19/2025	Adjustment to Clause 1	Deemed acceptance of terms and rights are non-exhaustive and not limiting to Owner.
01/19/2025	Adjustment to Clause 4.4	Owner may consider disclosure of interest and past performance in selecting bidder.
01/19/2025	Adjustment of Clause 4.7	Expansion of Owner's reserved rights.
01/19/2025	Addition of Clause 4.8	Confirmation that Owner's rights are in addition to any other rights not listed.
01/19/2025	Addition of Clause 7.3	Procedure for acceptance of bid and requirement for Bidder's acceptance of bids.
01/19/2025	Deletion of Clause 23 and insert new Clause 23.	Removal of waiver of claims against Owner and Engineer due to limitation of liability in Section 26. Addition of bidders to bear own costs.
01/19/2025	Adjustment of Clause 25	Expanded Conflict of Interest provisions and addition of unethical conduct in Section 25.3.
01/19/2025	Addition of Clause 32	Confidential Information of Owner.
01/19/2025	Addition of Clause 33	Confidential Information of Bidder.
01/19/2025	Addition of Clause 34	Governing Law and Interpretation.

Appendix "A" – Bid Bond

Policy No. \_\_\_\_\_ \$ \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS THAT \_\_\_\_\_

As Principal, hereinafter called the Principal, and \_\_\_\_\_  
a corporation created and existing under the laws of [Alberta/Saskatchewan] and duly authorized to  
transact the business of Suretyship in [Alberta/Saskatchewan] as Surety, hereinafter called the Surety,  
are held and firmly bound unto The City of Lloydminster, as Obligee hereinafter called the Obligee, in  
the \_\_\_\_\_ amount \_\_\_\_\_ of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) lawful money of Canada, for the payment of which sum,  
well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors,  
administrators, successors, and assigned, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a written Bid to the Obligee, dated the \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_\_\_, for \_\_\_\_\_

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

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall  
have the Bid accepted within 45 days from the closing date of Bid and the said Principal will, within the  
time required, enter into a formal contract and give the specified security to secure the performance of  
the terms and conditions of the Contract, then the Principal's obligation shall be null and void; otherwise  
the Principal and the Surety will pay unto the Obligee the difference in money between the amount of  
the bid of the said Principal and the amount for which the Obligee legally contracts with another party  
to perform the Work if the latter amount be in excess of the former.

The Principal and the Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of six months from the date of this  
Bond.

IN WITNESS WHEREOF, the Principal and the Surety have signed and sealed this Bond the  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

SIGNED AND SEALED  
In the presence of

\_\_\_\_\_(Seal)  
Principal

\_\_\_\_\_(Seal)  
Surety

Appendix "B" – Consent of Surety

Should it be required, we, the undersigned Surety Company, do hereby consent and agree to become bound as sureties in both a Contract Performance Bond and a Labour and Materials Payment Bond, each for the amount of \_\_\_\_\_ Canadian Dollars (50% of the Contract Price) for the fulfilment of the contract for the Works named in the annexed specifications, which may be awarded to

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

At the prices set forth in the attached Bid, which Bonds we understand are to be filed with the Owner within fifteen (15) days of the awarding of the Agreement.

We hereby further declare that our Company is legally entitled to do business in the Province of [Alberta/Saskatchewan] and has its business address in [Alberta/Saskatchewan] and/or we have a representative agent with an address in the Province of [Alberta/Saskatchewan].

We further state that our Company is worth over and above our present liabilities the amount herein set forth.

\_\_\_\_\_  
Name of Surety Company

Per: \_\_\_\_\_

Per: \_\_\_\_\_