

Facilities Management Invitation to Tender

**Invitation to Tender**

General Contractors For:

Project Name: VICC - PSMA Implementation  
Project Number: D785-01  
Tender Issued: September 16, 2024  
Closing Date: October 10, 2024  
Closing Time: By 15:00 hours (3 PM) Pacific Time  
Enquiries: See APPENDIX A A.3  
Site Visit: **OPTIONAL** See APPENDIX A A.4.  
Closing Location: FM Online Bidding System

<https://fraserhealth.bidsandtenders.ca>

## Table of Contents

1. INTRODUCTION.....	4
1.1 Profile.....	4
1.2 Purpose.....	4
1.3 FM Online Bidding System.....	4
2. MANDATORY REQUIREMENTS.....	6
3. TERMS AND CONDITIONS OF THE INVITATION TO TENDER (ITT) .....	7
3.1 Non-conforming Tender .....	7
3.2 Tender Price.....	7
3.3 Bid Bond Requirements.....	8
3.4 Additional Information Regarding the ITT .....	8
3.5 Changes to Tenders .....	8
3.6 Eligibility.....	8
3.7 Receipt of Single Bid .....	9
3.8 Investigations, Clarifications and Interviews.....	9
3.9 Contract Award.....	9
3.10 Confirmation from Surety .....	10
3.11 Bidders' Expenses.....	10
3.12 Limitation of Damages .....	10
3.13 Proposed Sub-Contractors and Project Staff .....	11
3.14 Acceptance of Tenders.....	11
3.15 Site Information .....	12
3.16 Liability for Errors.....	12
3.17 Modification of Terms.....	12
3.18 Ownership of Tenders.....	12
3.19 Confidentiality.....	13
3.20 No Lobbying .....	13
3.21 Collection and Use of Personal Information .....	13
3.22 Security Clearance .....	13
3.23 Privilege Clause.....	13
3.24 FM Online Bidding System.....	13
3.25 Language.....	15
3.26 Corrections to Pricing.....	15
3.27 Tender Submission.....	15



Project Number - Project Name  
«ProjectNumber» - «ProjectName»

Facilities Management Invitation to Tender

4. DEFINITIONS .....	15
APPENDIX A. INSTRUCTIONS AND INFORMATION FOR BIDDERS.....	17
APPENDIX B. STATEMENT OF FULL DISCLOSURE .....	19





Project Number - Project Name  
«ProjectNumber» - «ProjectName»

## Facilities Management Invitation to Tender

### FM Online Bidding System

FM is conducting this ITT process using the FM Online Bidding System. Please refer to section 3.24 of this ITT regarding use of the FM Online Bidding System.

Bidders should familiarize themselves in advance with the FM Online Bidding System and any rules and requirements of the FM Online Bidding System.

Please follow the below link for online help.

<https://bidsandtenders.zendesk.com/hc/en-us/categories/115000108151-Vendor-Support-Portal-Frequently-Asked-Questions-FAQ->

## 2. MANDATORY REQUIREMENTS

A Tender that fails to meet the following Mandatory requirements will be excluded from further consideration.

Mandatory Requirements	
1.	The Tender must be received by the FM Online Bidding System before the Closing Time on the Closing Date. The Closing Time will be established by the time clock shown on the FM Online Bidding System
2.	The Tender must include: A bid bond in compliance with the requirements outlined in Section 3.3. Confirmation of surety letter or letters in compliance with the requirements outlined in Section 3.10 with respect to the performance bond and labour and material payment bonds required under the terms of the Contract.
3.	The Bidder must use the BidCentral Online Bidding for Subcontractors.
4.	The Bidder must use subcontractors that have been prequalified by FM over subcontractors that have not been prequalified.

### **3. TERMS AND CONDITIONS OF THE INVITATION TO TENDER (ITT)**

The following terms and conditions apply to this ITT, in addition to those in Appendices A and B. Submission of a Tender in response to this ITT indicates acceptance of all these terms and conditions, as well as those that are included in any addenda issued by the Health Organization. Tenders that contain provisions which contradict any of the terms and conditions of this ITT may be rejected.

#### **3.1 Non-conforming Tender**

Tenders which comply with the Mandatory requirements listed in Section 2 may be further reviewed. The Health Organization reserves the right to waive an omission, qualification, irregularity, failure to comply with this ITT or other defect in a Tender, and accept that Tender.

#### **3.2 Tender Price**

The total Tender price quoted will represent the entire cost to the Health Organization to complete the work, including all:

- (a) costs due to premium time or overtime work required to meet the completion date and any requirements of the Health Organization as expressed in this ITT, including for partial occupancy, whether such costs are attributable to the Bidder's staff or subcontractors;
- (b) costs for installation of Health Organization furnished items noted in the List of Itemized Prices (if any), including associated costs, if necessary, of receiving, inspecting, unloading, handling and temporarily storing, and of all additional work required to achieve a complete operable system and related supervision, administration, overhead and profit;
- (c) bonding costs for the performance bond and labour and material payment bond required on Contract execution;
- (d) duty and delivery charges, where applicable, and FOB destination;
- (e) cash allowances, if any, set out in the Tender form; and
- (f) applicable taxes and fees as they may apply to the Contractor, excluding GST. GST should be identified separately.

Prices should be quoted in Canadian dollars.

If the Health Organization requests alternate prices in the Tender form for certain alternate work, products or materials, the alternate prices will be separate from and will not form part of the Tender price. The Health Organization reserves the right in its sole discretion to include some or all of

such alternate work, products and materials and alternate prices in the Contract with the successful Bidder, either as part of the initial scope of work or as optional work that the Health Organization may elect to add to the scope of work in future.

### **3.3 Bid Bond Requirements**

A bid bond in an amount not less than 10% of the Tender price is required and must be submitted with the Tender. Certified cheques and letters of credit will not be accepted. Tenders without an accompanying bid bond, or a bid bond in an insufficient amount, or a bid bond that is not signed, will be automatically rejected.

The bid bond should be issued on a CCDC 220 Bid Bond form, or other form approved by the Surety Association of Canada, with the Health Organization named as the obligee.

If a Bidder withdraws its Tender during the irrevocability period set out in Section A.6 of APPENDIX A, or if the selected Bidder declines to enter into a Contract or fails to deliver all of the documents set out in Section 3.9 within the period identified in Section 3.9 [Contract Award] or other period of time agreed upon by the Health Organization, its bid bond will be forfeited and the Health Organization may, in addition to other remedies available to the Health Organization in law or equity, retain as liquidated damages the lesser of:

- the difference between that Contractor's Tender price and the accepted Tender price; and
- the full amount of the bid bond.

### **3.4 Additional Information Regarding the ITT**

All subsequent information regarding this ITT, including changes made to this document by addenda, will be posted on the FM Online Bidding System. It is the sole responsibility of the Bidder to check for addenda and additional information on the FM Online Bidding System.

### **3.5 Changes to Tenders**

A Bidder cannot change or add to the wording of its Tender after the Closing Time on the Closing Date and no adjustments of any kind will be allowed unless requested by the Health Organization for purposes of clarification.

### **3.6 Eligibility**

The Health Organization reserves the right to reject a Tender if the Bidder's current or past corporate or other interests may, in the Health Organization's opinion, give rise to a conflict of interest or unfair advantage (whether actual or perceived) in connection with the project described in this ITT. Refer to Appendix B for more information. If a Bidder is in doubt as to whether there might be a conflict of interest or unfair advantage, the Bidder should consult with the Contact Person prior to submitting a Tender.

The Health Organization reserves the right to disqualify any Bidder that becomes involved in a dispute, or is involved in an ongoing dispute, with any of the Health Organizations during the course of this ITT process if the Health Organization, acting reasonably, believes such dispute



may negatively affect the project or the working relationship between the Health Organization and the Bidder.

### **3.7 Receipt of Single Bid**

If the Health Organization only receives one compliant Tender in response to this ITT, the Health Organization may, at its sole discretion, accept the Tender or may reject the Tender and proceed with the work in some other manner, including by reissuing the ITT with or without revisions or by negotiating a contract with any person, including any person that submitted a Tender.

### **3.8 Investigations, Clarifications and Interviews**

To assist in the evaluation of tenders the Health Organization may, at its sole discretion:

- (a) conduct any background investigations and/or seek any additional information that it considers necessary;
- (b) request clarifications or additional information from a Bidder with respect to any Tender (including without limitation a further breakdown of relevant components of the total Tender price), and the Health Organization may make such requests to only selected Bidders; and
- (c) request interviews with any, some, or all Bidders to clarify any questions or considerations based on the information included in a Tender or seek any supplementary information.

The Health Organization may rely on and consider any information obtained pursuant to this Section in the evaluation of Tenders.

### **3.9 Contract Award**

By submission of a Tender, the Bidder agrees that should its Tender be successful, the Bidder will enter into a Contract with the Health Organization in the form described in the definition of "Contract". FM reserves the right in its sole discretion to negotiate changes to the Contract, including the terms of a Tender and pricing or other financial terms.

When the Health Organization has selected a Bidder, the Health Organization will notify the successful Bidder and provide a copy of the Contract for signature. That Bidder will provide the information and/or undertake the following actions within the identified time frame from the date of receipt of such notification:

- (a) Within one Business Day, provide the names and resumes of key staff that will be providing full time supervision throughout the duration of construction, for the Health Organization's review and approval or rejection;

Facilities Management Invitation to Tender

- (b) Within two Business Days, provide a complete list of subcontractors and manufacturers or suppliers of all major equipment and products intended for use in the Contract, for the Health Organization's review and approval or rejection;
- (c) Within two Business Days, provide a WorkSafe BC clearance letter evidencing registration and good standing;
- (d) Within fourteen Business Days or such longer period as reasonably required by the Health Organization:
  - Enter into a Contract with the Health Organization incorporating the terms and conditions identified in this ITT and any other terms and conditions as the Health Organization may reasonably require; and
  - Provide documents as stipulated by the Contract, including the Supplementary Conditions to the CCDC2/2020 (including the insurance and bonds).

If, due to delays by the selected Bidder, a written Contract is not signed by the Bidder within such fourteen Business Day period or such longer period as reasonably required by the Health Organization, the Health Organization may, at its sole discretion at any time thereafter: terminate discussions with that Bidder and enter into a Contract with the next lowest compliant Bidder; terminate the ITT and not enter into a Contract with any of the Bidders; or proceed with the work in some other manner, including by re-tendering or by negotiating a contract with any person (including any person that submitted a Tender).

FM reserves the right to issue a limited notice to proceed, or to enter into an interim agreement with the selected Bidder, authorizing commencement of work while the Contract is being finalized and executed.

### **3.10 Confirmation from Surety**

Tenders must be accompanied by a letter, or similar confirmation acceptable to the Owner, from the Tenderer's surety or sureties indicating that the surety or sureties will supply the performance bond and labour and material payment bond required by the Contract if the Tender is awarded the Contract (see the Supplementary Conditions to CCDC2/2020).

### **3.11 Bidders' Expenses**

Bidders are solely responsible for all of their own costs and expenses in relation to this ITT, including those related to preparing and submitting a Tender and for meetings, discussions and negotiations with the Health Organization, if any.

### **3.12 Limitation of Damages**

By submitting a Tender, each Bidder agrees that:

## Facilities Management Invitation to Tender

- (a) it will not bring any claim, action, demand, suit or cause of action, whether arising in contract, tort (including negligence) or otherwise (a “Claim”) against FM or the Health Organization or any of their respective employees, directors, officers, advisors or representatives for any costs, damages or other compensation in excess of the amount equivalent to the reasonable costs incurred by the Bidder in preparing its Tender for any Claim or matter relating directly or indirectly to this tender process; and
- (b) it waives any Claim against the FM or the Health Organization or any of their respective employees, directors, officers, advisors and representatives for any compensation of whatsoever nature or kind including, without limitation, for loss of anticipated profits, indirect, incidental or consequential damages or losses, including, without limitation, if FM rejects or disqualifies or for any other reason fails to accept a Tender, fails to identify or correct a discrepancy in a Tender, accepts a non-compliant or materially non-compliant Tender, fails to proceed with the Contract or the project described in this ITT or otherwise breaches the terms of the ITT or any duties arising from this ITT process.

### 3.13 Proposed Sub-Contractors and Project Staff

All subcontractors and key staff listed in a Tender should have current training, appropriate trade licenses, knowledge and skills in the areas relevant to the work for which this ITT is issued (e.g. infection control, sterile processing, plumbing, electrical, HVAC, etc.). The Health Organization reserves the right to reject a Tender if the Health Organization, in its discretion, believes one or more subcontractors or key staff does not have all of these qualifications.

Bidders **must** use subcontractors that have been prequalified by FM over subcontractors that are not prequalified. Failure to do so will result in rejection of a Bidder's Tender.

In the case of subcontracted work for which a subcontractor has not been prequalified, the Health Organization reserves the right to object to a proposed subcontractor, key staff, manufacturer or supplier, in which event:

- (a) the Health Organization will permit a Bidder, within 5 Business Days, to propose a substitute subcontractor, key staff, manufacturer or supplier acceptable to the Health Organization (provided that there is no resulting adjustment to the time for achieving Ready-for-Takeover) or the Bidder may withdraw its Tender; and
- (b) the Bidder may adjust its Tender price to include any resulting contract cancellation, hiring, termination or re-hiring costs incurred by the Bidder or the subcontractor.

### 3.14 Acceptance of Tenders

This ITT and the award of a Contract is subject to confirmation of receipt of full project funding. The Health Organization may in its sole discretion cancel the ITT, withhold award of the Contract,

cancel the project or proceed with the project in some other manner, including by re-tendering or by negotiating a contract with any person, including any person that submitted a Tender.

Neither acceptance of a Tender nor execution of a Contract will constitute approval of any activity or development contemplated in any Tender that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

### **3.15 Site Information**

By submitting a Tender, a Bidder represents that it has:

- (a) visited and carefully examined the site, the access thereto, all existing conditions, utilities and services which may have to be protected, removed, or relocated, and all limitations and difficulties which may be encountered; and
- (b) carefully reviewed all site condition reports made available by the Health Organization (if any),

or has specifically elected not to do so. The Bidder is solely responsible for any error or neglect on the Bidder's part with respect to the site examination or site condition reports. No additional payments or time extensions will be allowed or entertained for any work, material, or difficulties related to conditions at the site that were disclosed in any site condition reports made available by the Health Organization (if any) or were reasonably foreseeable by a contractor qualified to undertake the Work.

### **3.16 Liability for Errors**

While the Health Organization has used considerable efforts to ensure information in this ITT is accurate, the Health Organization does not guarantee or warrant that the information contained in the ITT (including information on the site conditions) is complete or accurate.

Nothing in this ITT is intended to relieve Bidders from forming their own opinions and conclusions with respect to the matters addressed in this ITT.

### **3.17 Modification of Terms**

The Health Organization reserves the right to modify the terms of this ITT at any time at its sole discretion. This includes the right to cancel this ITT at any time prior to entering into a Contract with the successful Bidder, or to reject any and all Tenders. The Health Organization will implement modifications to the ITT by issuing written addenda, which will become part of the ITT. The ITT may only be modified by way of written addenda issued by the Health Organization and no other form of communication, including oral or written explanations or representations from the Contact Person or any other person will affect or amend any provision of the ITT.

### **3.18 Ownership of Tenders**

Tenders become the property of the Health Organization and will not be returned to Bidders.

### **3.19 Confidentiality**

This ITT and any information supplied by the Health Organization in relation to this ITT may not be used or disclosed by Bidders for any purpose other than for the submission of Tenders. Without limiting the generality of the foregoing, by submission of a Tender the Bidder agrees to hold in confidence all information supplied by the Health Organization in relation to this ITT.

Tenders will be received and held in confidence by the Health Organization, subject to the provisions of FOIPPA and other applicable laws and subject to the terms of Section 3.24 (FM Online Bidding System) of this ITT.

### **3.20 No Lobbying**

With the exception of the Contact Person, Bidders should not attempt to communicate directly or indirectly with any employee, contractor or representative of the Health Organization or with members of the public or the media about the project described in this ITT or otherwise in respect of the ITT, other than as expressly directed or permitted by this ITT or the Health Organization.

### **3.21 Collection and Use of Personal Information**

The Health Organization, as a public body, is subject to legislation, including FOIPPA, governing public access to information and the collection, use, retention, security and disclosure of personal information.

Under FOIPPA, any Health Organization records are subject to access by the public. The Health Organization shall comply with the provisions of FOIPPA relating to third party information. The Bidder shall at all times comply with all requirements of the Health Organization to protect confidential information from disclosure.

### **3.22 Security Clearance**

The Health Organization may, at its sole discretion, require security clearances, including criminal records check, in a form that is satisfactory to the Health Organization, from the successful Bidder before entering into a Contract. Any costs associated with obtaining such security clearances will be borne by the successful Bidder.

### **3.23 Privilege Clause**

The Health Organization will not be bound to accept the lowest Tender and reserves the right to accept, reject or cancel, any and all Tenders.

### **3.24 FM Online Bidding System**

By submitting a Tender, each Bidder agrees to the following terms related to use of the FM Online Bidding System:

- (a) **Compatibility of Bidder's Computer System.** Each Bidder is solely responsible for ensuring that its computer hardware and software are compatible with that required to use the FM Online Bidding System.

Facilities Management Invitation to Tender

- (b) Online Documents and Communications. Each Bidder acknowledges that online documents and / or communications may be distorted in the process of transmission or may be displayed differently to different Bidders for technical reasons related to their computer systems. It is the responsibility of each Bidder to ensure it has received all information related to this ITT and the accuracy of all documents and communications the Bidder provides to the Health Organization.
- (c) Access Information Security. Each Bidder will keep its ID, password, personal identification number and / or online signature (collectively the “Access Information”) strictly confidential, and will notify FM Online Bidding System promptly if any such information is lost or stolen or if the Bidder becomes aware of any unauthorized access or use of the FM Online Bidding System or its Access Information. By submitting a Tender, a Bidder warrants that it has put in place, and will at all times maintain, reasonable security procedures regarding use of the FM Online Bidding System. The Health Organization will not be responsible to confirm the identity or authority of any individual using the Bidder’s Access Information.
- (d) No Warranties. The FM Online Bidding System is provided on an as is, as available basis. The Health Organizations specifically disclaim any warranties, representations and conditions of any kind, whether express or implied, including without limitation implied warranties, representations and conditions of non-infringement, availability, security, reliability, accuracy, fitness for a particular purpose or merchantability.
- (e) Limitation of Liability. The Health Organizations, and any employee, agent or representative of any of them, cannot guarantee continual, uninterrupted or error free service as disruptions or malfunctions may delay, interfere with or disrupt the online bidding process, including the online transmission and receipt of Tenders. By submitting a Tender on the FM Online Bidding System, a Bidder acknowledges that the submission of Tenders is conducted online and relies on hardware and software that may malfunction without warning. Without limiting Section 3.12 of this ITT, no Bidder will have any Claim against the Health Organizations for compensation as a result of the disruption or malfunction of the FM Online Bidding System, including in relation to: (i) inability to access or use or delays in accessing or using the FM Online Bidding System; (ii) unauthorized access, use, disclosure, or alteration of information submitted by a Bidder, or unauthorized use or misuse of any Access Information; (iii) acts of any third party using the FM Online Bidding System; or (iv) any other matter relating to the services or the content accessible through use of the FM Online Bidding System.

### 3.25 Language

Tenders should be in English. The Health Organization reserves the right to not review or evaluate any portion of a Tender that is not in English.

### 3.26 Corrections to Pricing

The Tender price should be the sum of all of the extended total amounts in the Tender. If the Health Organization identifies any discrepancies in a Bidder's prices between the total of the itemized prices and the Tender price, then Tender Price will be deemed to be correct. If an itemized price has been omitted, then the itemized price will be deemed to be included within the other itemized process that comprise the Tender price.

### 3.27 Tender Submission

By submitting a Tender, Bidder has carefully read and examined the Invitation to Tender, including its appendices and have conducted such other investigations as were prudent and reasonable in preparing the Tender. Through submission of this Tender, Bidder agree to all of the terms and conditions of the Invitation to Tender. The information contained in the Tender submission, inclusive of all supplementary forms, is accurate and Bidder agree to be bound by the statements and representations made in the Tender and to any agreement resulting from the Tender.

## 4. DEFINITIONS

In this Invitation to Tender the following definitions apply:

**"Bidder"** means an individual or a company that submits, or intends to submit, a Tender in response to this Invitation to Tender;

**"Business Day"** means a day other than Saturday, Sunday or a statutory holiday in the Province of British Columbia;

**"CCDC 2/2020"** means the CCDC 2 Stipulated Price Contract (2020) published by the Canadian Construction Documents Committee;

**"Closing Date"** means the closing date set out on the cover page to this ITT;

**"Closing Time"** means the closing time set out on the cover page to this ITT;

**"Contact Person"** has the meaning set out in APPENDIX A;

**"Contract"** means a written agreement in the form of a CCDC 2/2020, as supplemented by the Supplementary Conditions to CCDC2/2020, and including as schedules:

- (a) this ITT including all of its sections and appendices, and any addenda; and



Facilities Management Invitation to Tender

- (b) the Bidder's Tender package, including the tender form and any required supplementary forms;

**“Contractor”** means the successful Bidder to this Invitation to Tender that enters into a written Contract with the Health Organization;

**“FOIPPA”** means the *Freedom of Information and Protection of Privacy Act* (British Columbia);

**“Health Organization”** means the Health Authority or Society identified in Section 1.1;

**“Health Organizations”** means Fraser Health Authority, Providence Health Care Society, Provincial Health Services Authority and Vancouver Coastal Health Authority;

**“Invitation to Tender”** or “ITT” means the process described in this document;

**“FM Online Bidding System”** means the online bidding website established by Facilities Management and located at the following website address:  
<https://fraserhealth.bidsandtenders.ca>

**“Facilities Management”** or “FM” means the facilities management department of the Health Organizations;

**“Mandatory”** means a requirement that must be met in order for a Tender to receive consideration.

**“Ready-for-Takeover”** has the meaning given to it in CCDC2/2020;

**“Supplementary Conditions to CCDC2/2020”** means the Supplementary Conditions to CCDC2/2020 Contract for use by Fraser Health Authority, Providence Health Care Society, Provincial Health Services Authority and Vancouver Coastal Health.

**“Tender”** means the submission in response to this Invitation to Tender.



## APPENDIX A. INSTRUCTIONS AND INFORMATION FOR BIDDERS

### A.1. Eligible Bidders

Only Bidders pre-qualified by the Health Organization in the following discipline may submit a Tender in response to this ITT:

Discipline:	General Contractor (As prime contractor)
Qualification Range:	Acute Care Greater than \$150K
Discipline:	Mechanical Contractors
Qualification Range:	Acute Care Greater than \$100K(Must bid through BOBs)
Discipline:	Electrical Contractors
Qualification Range:	Acute Care Greater than \$100K(Must bid through BOBs)

The pre-qualification lists for the Health Organizations may be viewed on the Fraser Health Authority website: [Business opportunities - Fraser Health Authority](#)

### A.2. Completion of Work

Bidders should state their proposed number of weeks from Contract award for achieving Ready-for-Takeover in their Tenders.

### A.3. Enquiries

All enquiries related to this ITT, including any requests for information and clarification and to note any discrepancies, omissions or incompleteness, should be directed by email to the following "Contact Person":

Contact Person	Email
Greg Fong	Greg.fong@phsa.ca

Bidders are encouraged to submit enquiries at an early date to permit consideration by the Health Organization and no later than **15:00 Pacific Time on the day that is 5 Business Days before the Closing Date.**

The Health Organization may, in its sole discretion, decide not to respond to any enquiry.

Enquiries and responses will be recorded and may be distributed to all Bidders at the sole discretion of the Health Organization.

Information obtained from any person or source other than the Contact Person is not official and may not be relied upon. Enquiries will only be accepted from Bidders. Sub-contractors and suppliers must obtain information from the Bidders.

#### **A.4. Bidders Site Visit - Optional**

**A site visit of the proposed work will take place as follows:**

Date:	September 23, 2024
Time:	11:30am-12:30pm
Hospital:	BC Cancer Victoria
Address:	2410 Lee Avenue, Victoria BC
Entrance	Meeting the main entrance to the building
This site visit is not mandatory but attendance is highly recommended for key personnel from each Bidder so that site conditions pertaining to the Contract may be carefully reviewed. Bidders who do not attend will be deemed to have attended the site visit and to have received any and all of the oral and written information given at such visit.	

#### **A.4. Use of Bid Depository**

Use of the BidCentral Online Bidding for Subcontractors (BOBS) is required.

For bid depository purposes, FM invites trade contractors (as specified in the List of Subcontractors) to use the BidCentral Online Bidding for Subcontractors (BOBS) in accordance with its Rules of Procedure (including bonding unless identified otherwise). Trade contractors will be invited to submit subcontract bids through the BOBS system no later than 3:00 pm two business days prior to the Closing date of this Tender. To access the BOBS system, please refer to online information at [www.bidcentral.ca/bobs](http://www.bidcentral.ca/bobs)

#### **A.5. Alternative Materials**

Any Bidders wishing to request proposed alternatives to the specified materials or products should submit a written request that includes a full description and justification for the alternative to the Contact Person by 15:00 hours (3:00 PM) PACIFIC TIME no later than five (5) Business Days before the Closing Date.

The Health Organization may, at its sole discretion, accept such alternatively specified material and incorporate them into Health Organization's requirements as an addendum to this ITT.

#### **A.6. Tender Validity**

Tenders will be irrevocable and open for acceptance for thirty (30) days after the Closing Date.

## **APPENDIX B. STATEMENT OF FULL DISCLOSURE**

Bidders should include with their Tenders a completed Relationship Disclosure Form and a completed Funding Disclosure Form, each in the formats provided below. The Health Organization reserves the right to disqualify any Bidder that in the Health Organization's opinion has a conflict of interest or unfair advantage, whether real, perceived, existing now or likely to arise in the future, or may permit the Bidder to continue and impose such conditions as the Health Organization may consider to be in the public interest or otherwise required by the Health Organization.

Facilities Management Invitation to Tender

## B.1. Relationship Disclosure Form

Each Bidder, including each member of a Bidder's team, is expected to fully disclose all relationships they may have with the Health Organization or any staff or former staff of the Health Organization or any other person who has been involved in the Invitation to Tender or the design, planning or implementation of the work.

With any relationship disclosure, the Bidder should include sufficient information and documentation to demonstrate that appropriate measures have been, or will be, implemented to mitigate, minimize or eliminate the actual, perceived or potential conflict of interest or unfair advantage, as may be applicable. The Bidder will provide such additional information and documentation and implement such additional measures as the Health Organization may require in its sole discretion in connection with the Health Organization's consideration of the disclosed relationship and proposed measures.

The Bidder declares on its own behalf and on behalf of each member of the Bidder's team that:

- a. this declaration is made to the best of the knowledge of the Bidder and, with respect to relationships of each member of the Bidder's team, to the best of the knowledge of that member;
- b. the following is a full disclosure of all known relationships that the Bidder and each member of the Bidder's team has, or has had, with:
  - (i) the Health Organization;
  - (ii) any employees of the Health Organization;
  - (iii) any former employees of the Health Organization who ceased to hold such position within one calendar year prior to the Closing Date; and/or
  - (iv) any other person who, on behalf of the Health Organization, has been involved in the Invitation to Tender or the design, planning or implementation of the work.

<b>Name of Bidder Team member</b>	<b>Name of Party with Relationship (e.g., list Authority, employee of Authority, etc.)</b>	<b>Details of the Nature of the Relationship</b>
<i>e.g. John Smith</i>	<i>Health Organization</i>	<i>Employee of Health Organization from 19XX – 20XX</i>
<i>e.g. Firm Name Ltd.</i>	<i>Health Organization</i>	<i>Firm Name Ltd. is working with Health Organization on Project X.</i>

(Each Bidder should submit one form. Add additional pages as may be required. Disclosures for a company only need to be provided once and not repeated for every individual of that company).



Project Number - Project Name  
«ProjectNumber» - «ProjectName»

Facilities Management Invitation to Tender

---

**NAME OF BIDDER**

---

Address

---

Email Address

---

Telephone

---

Name of Authorized Signatory for Bidder

---

Signature

Facilities Management Invitation to Tender

## B.2. Funding Disclosure Form

The Bidder declares on its own behalf and on behalf of each member of the Bidder's team that the following is a full disclosure of all funding support (including gifts), if applicable, that has been provided by the Bidder or any member of the Bidder's team to the Health Organization during the 3 (three) year period prior to the Closing Date.

TYPE OF FUNDING SUPPORT	SITE/ LOCATION	DEPARTMENT	RECIPIENT	MARKET VALUE
Capital Equipment				
Seminars				
Travel				
Supplies				
Educational Support				
Research Support				
<ul style="list-style-type: none"> <li>• Drug Trials</li> <li>• Projects</li> <li>• Publications</li> <li>• Other</li> </ul>				
Major Donations				
Other Funding (specify)				
Corporate Agreement				
<b>TOTAL</b>				

---

**NAME OF BIDDER**

---

Address

---



Project Number - Project Name  
«ProjectNumber» - «ProjectName»

Facilities Management Invitation to Tender

---

Email Address

---

Telephone

---

Name of Authorized Signatory for Bidder

---

Signature