



**INSTRUCTIONS TO BIDDERS
DECEMBER 20, 2023**

**FOR LED LIGHTING UPGRADE
AT CARIBOU HEIGHTS FOOTBALL FIELD**

**CITY OF MOOSE JAW
SASKATCHEWAN**

**CLOSING DATE:
FEBRUARY 21, 2024, at 2:00 p.m. (Central Standard Time)**

Revised Jan 25, 2024 – Addendum #2

INTRODUCTION

1. The City of Moose Jaw (the "Owner") seeks Bids from general contractors to perform work to complete the LED Lighting Upgrade at the Caribou Heights Football Field in the City of Moose Jaw, Saskatchewan on a **stipulated price** basis in accordance with the Bid Documents listed below. Details regarding this project can be found in the Bid Documents.

SUBMISSION DEADLINE

2. One (1) electronic copy of the proposal should be submitted by email to **parksbids@moosejaw.ca** by **2:00 p.m.** Central Standard Time on **February 21, 2024** and in addition to the other requirements for submissions, meet the following conditions:
 - a. Subject Line to include: ATTN: Keenan Prestie, Project Name; Caribou Heights LED Upgrade
 - b. Message Body to include: Respondent Name, Company, Contact Information, Brief Description of the Project;
 - c. Submission Attachment: The submission must be in .pdf format with the Project Name and Proponent's name in the file name;
 - d. The email must be smaller than 50 MB;
 - e. And if multiple emails are required to transfer the submission, the first email must contain clear instructions on how the additional files integrate into one (1) document.

Submissions will be date and time stamped based on the date and time shown when the email is received. If multiple emails are required, the time of the final email will be used. Facsimile submissions will not be accepted.

3. Any Bids received after the Bid submission deadline will be returned to the Bidder unopened.

CONTRACT/BID DOCUMENTS

4. The Contract Documents consist of the following:
 - (a) Contract, including:
 - (i) Agreement between the Owner and Contractor
 - (ii) Definitions
 - (iii) General Conditions
 - (b) Drawings
 - (c) Specifications

5. The Bid Documents consist of the following:
 - (a) Instructions to Bidders
 - (b) Bid Form including the following Appendices:
 - (i) Appendix A – Contract Document Review
 - (ii) Appendix B – Stipulated Price / Unit Prices
 - (iii) Appendix C – Alternative Prices
 - (iv) Appendix D – Schedule
 - (v) Appendix E – Project Manager and Site Superintendent
 - (vi) Appendix F – Subcontractors
 - (vii) Appendix G – Conflict of Interest Disclosure
6. Upon receipt of Bid Documents and Contract Documents, Bidders should verify that documents are complete and that no documents, sections, forms or pages are missing.
7. The Owner expects that Bidders will review the Contract Documents in respect of the Work and will immediately notify the Consultant in writing of any error, omission, inconsistency or discrepancy in the Contract Documents which would impact the Contract Price or Contract Time.
8. The Bid Documents are provided to Bidders for the sole purpose of obtaining Bids for this project and do not confer any license or grant permission for any other use.

SITE MEETING

9. The Owner will hold a mandatory site walk-through on **January 17, 2024, 2:00 p.m. (Central Standard Time)**. Bidders shall sign up for the site walk-through no later than January 16, 2024, 4:00p.m. Email **KPrestie@moosejaw.ca** to sign up for the site walk-through.

Location: Caribou Heights Football Field, 1600 Block Caribou St. W. Moose Jaw, Saskatchewan.

Minutes from the meeting may, at the Owner's discretion, be posted on www.sasktenders.ca and moosejaw.ca.

For the site meeting, only prime contractors will be required to attend. Sub-contractors do not have to attend, but they are welcome. Only Bidders who attend the site meeting and sign the sign-in sheet will be considered during the awarding process.

QUERIES/ADDENDA/SUBSTITUTIONS

10. Bidders may submit questions regarding the interpretation of the Contract/Bid Documents in writing to the Capital Project Coordinator, Attention: Keenan Prestie, e-mail: KPrestitie@moosejaw.ca.
11. Questions regarding the Contract/Bid Documents should be submitted not less than 5 working days before the Bid submission deadline. Replies may be in the form of addenda, a copy of which would be posted on www.sasktenders.ca and moosejaw.ca.
12. The Bidder should refrain from contacting other employees, consultants or members of Council of the Owner in respect of this procurement process, including for the purposes of lobbying or attempting to influence the outcome of this procurement process. Any such contact may, in the Owner's sole discretion, result in disqualification of the Bidder.
13. Where the Drawings or Specifications stipulate a particular product, material, equipment or construction method, requests for substitutions will be considered by the Consultant up to 5 days before the Bid submission deadline.
14. Requests for substitutions should be submitted to the Consultant in writing. Bidders are responsible for ensuring that requests for substitutions contain sufficient information for the Consultant to determine quality and performance equivalency and otherwise determine the acceptability of the requested substitution. Requests for substitutions should identify any and all changes required in the applicable work, and all changes to any other works, which would become necessary to accommodate the requested substitution.
15. If the Consultant is satisfied that the requested substitution will achieve similar results to the specified product, material, equipment or construction method, the Consultant may, at its option, issue a written addendum approving the substitution as an equal. All Bidders may then use that product, material, equipment, or construction method in place of the specified product, material, equipment, or construction method, and may prepare their Bids accordingly.
16. If the Consultant does not approve a particular requested substitution, Bidders should base their Bid price upon the product, material, equipment, or construction method specified in the Drawings or Specifications.
17. The Owner may make changes to the Contract Documents or the Bid Documents prior to the Bid submission deadline. Any changes will be in the form of written addenda which will be posted on www.sasktenders.ca.

18. All addenda become part of the Contract Documents or the Bid Documents, as appropriate. Bidders are responsible for addressing all addenda in preparing Bids and should confirm, prior to submitting Bids, that all issued addenda have been received.

EXAMINATION OF THE SITE

19. The Bidder is responsible to obtain all necessary information regarding the worksite prior to preparing and submitting its Bid, including examining the location and making whatever inquiries and arrangements necessary for it to be satisfied as to the nature of the location and local conditions and all matters which may in any way affect the Work.

COMPLETION OF BIDS

Bid Form Completion

20. Bidders should complete the Bid Form, and all Appendices which are attached to the Bid Form, in their entirety and in accordance with these Instructions to Bidders and any directions in the Appendices.
21. The Bid Form should be executed by an authorized representative of the Bidder.

Schedule

22. The Owner requires Substantial Performance of the Work by **Aug 2, 2024** and requires the successful Bidder to achieve any milestones set out in Appendix E – Schedule.

Bidder Qualifications

Safety

23. The Contract requires that the Contractor assume the role of prime contractor for the project for the purposes of *The Occupational Health and Safety (Prime Contractor) Regulations (Saskatchewan)*;
24. Bids should be accompanied by a current clearance certificate from the Worker's Compensation Board of Saskatchewan for the Bidder.

Bid Security

25. Bids should be accompanied by a security deposit consisting of a properly executed Bid Bond in form CCDC-220 (or other form approved by the Consultant) for 10% of the total Bid price stated in the Bid Form. Bid Bonds should be issued by a bonding company licensed in the Province of Saskatchewan to conduct the business of a surety.

Consent of Surety

26. Bids should be accompanied by a Consent of Surety, licensed to conduct business in the Province of Saskatchewan as a surety, to provide a Performance Bond and Labour and Material Payment Bond, each in an amount of 50% of the total Bid price stated in the Bid Form.

Bid Submission

27. Bids must be submitted by email and shall include the following, completed in accordance with these Instructions to Bidders:
 - (a) one executed copy of the Bid Form;
 - (b) the Appendices to the Bid Form (completed in accordance with the instructions in the Appendices), schedule, and resumes of the Project Manager and Site Superintendent;
 - (c) Bid Security;
 - (d) Consent of Surety to provide the prescribed performance security;
 - (e) Worker's Compensation Board Clearance Certificate.

The above items should be submitted in a sealed opaque envelope, clearly identified with Bidder's name, Project name and Owner's name on the outside.

28. In Appendix H – Conflict of Interest Disclosure, Bidders should disclose any actual or potential conflicts of interest that may exist between the Bidder and its management, and the Owner, its members of Council and management, and the nature of such conflict of interest. The Owner's employees are ineligible to participate, directly or indirectly, with any Bidder.

Amendment/Withdrawal of Bid

29. Amendments to submitted Bids will be permitted if received in writing prior to the Bid submission deadline and if executed in the same manner as the original Bid.
30. Bidders may withdraw their Bids at any time prior to the deadline for submitting Bids by giving written notice to the Consultant, signed by the Bidder. Bidders that withdraw their Bids may resubmit a Bid in accordance with these Instructions to Bidders prior to the Bid submission deadline.

EVALUATION OF BIDS

31. Bids will be opened and evaluated in private. Successful Bidder name and price will be public.

32. The Owner reserves the right, as part of its evaluation of Bids, to request that a Bidder provide the following additional information:
 - (a) information pertaining to the Bidder's financial status, past projects, and present commitments, and
 - (b) such other information as the Owner might reasonably require.
33. In evaluating Bids, the Owner expects to select the Qualified Bidder with the lowest Bid price.
34. The Owner will determine who is a Qualified Bidder to complete the Work in its sole discretion, taking into account the following evaluation criteria:
 - (a) the qualifications and experience of the Bidder, its key personnel and the subcontractors in completing comparable projects (in terms of both complexity and value);
 - (b) the capacity (including the staffing, safety management, financial and bonding capacity) necessary to successfully and safely complete this project;
 - (c) the Bidder's capacity to complete the Work in accordance the Owner's schedule;
 - (d) the completeness of a Bidder's Bid submission; and
 - (e) such other criteria as the Owner considers relevant.
35. In determining the lowest Bid price from among the Qualified Bidders, the Owner expects to take into consideration any Stipulated Price, Unit Prices and Alternative Prices included in the Bid Form and Appendices and to select the Bid which provides the lowest combination of prices, as determined by the Owner in its sole discretion.
36. Qualifications will be evaluated primarily on the basis of the information provided in response to these Instructions to Bidders. In addition, in assessing the Bidder's qualifications, experience and capacity, the Owner may have regard to the following:
 - (a) clarifications and/or additional information that may be supplied pursuant to requests from the Owner;
 - (b) interviews and/or reference checks that may be conducted at the Owner's discretion;
 - (c) previous experience of the Owner and its Consultant in working with the Bidder, the key personnel, and/or the Bidder's subcontractors; and
 - (d) information received from any source the Owner considers reliable.

37. The Owner may, in its sole discretion, request clarification from a Bidder during the evaluation process. In responding to a request for clarification, the Bidder shall not revise, amend or otherwise alter its Bid.
38. The Owner may establish a short list of Bidders and may, at its discretion, conduct interviews with such short-listed Bidders in order to assess Bidder qualifications, experience and capacity.
39. The Owner intends to evaluate Bids in the manner and based on the criteria set forth in these Instructions to Bidders, and the lowest or any Bid will not necessarily be accepted.
40. The Owner may, in its sole discretion, retain for consideration Bids that are non-conforming because they fail to comply with these Instructions to Bidders with regard to content, form, submission process or any other matter. The Owner may waive any defects, informalities or irregularities in a Bid and accept a Bid which contains any such defects, irregularities or informalities.
41. The Owner may, in its sole discretion, between the opening of Bids and the award, if any, provide Bidders with an opportunity to correct any defects, informalities or irregularities in their Bid.

BID ACCEPTANCE

42. Bids must remain open for acceptance and be irrevocable for a period of 30 (thirty) calendar days after the Bid submission deadline.
43. The Consultant will notify the selected Bidder in writing that its Bid has been accepted. The Consultant will then prepare the Contract Documents based on the selected Bid, and will deliver the Contract Documents to the selected Bidder for execution. The effective date of the Contract Documents will be the date the selected Bidder is notified. The selected Bidder will be obligated to execute the Contract Documents and deliver the required performance security (if any) within 3 working days after receipt of the Contract Documents for execution. Failure to do so will result in the forfeiture of the selected Bidder's Bid Security. Retaining the Bid Security in such cases shall not constitute waiver of any additional rights and remedies that the Owner may have against the Bidder.
44. The Owner intends to notify all unsuccessful Bidders, by e-mail, promptly after execution of the Contract Documents. Unsuccessful Bidders may request a debriefing interview, to obtain feedback on their submission, within four weeks after receiving a notification letter.
45. The security deposits of unsuccessful Bidders will be returned as soon as possible after the selected Bidder executes the Contract Documents and provides the prescribed performance security. If no contract is awarded, all security deposits will be returned.

46. The security deposit of the successful Bidder will be returned after the Bidder has executed the Contract Documents and delivered the required performance security.
47. The successful Bidder and associated winning Bid will be public information. In following the Canadian Free Trade Agreement, the following information will be disclosed publicly as per the Owner's *Purchasing Policy*:
 - (a) a description of the goods or services procured;
 - (b) the name and address of the procuring entity;
 - (c) the name and address of the successful supplier;
 - (d) the value of the successful Bid;
 - (e) the date of award; and
 - (f) if limited tendering was used, the conditions and circumstances described in Article 513 of the Canadian Free Trade Agreement that justified its use.

MISCELLANEOUS

48. If all qualified Bids (as determined by the Owner in its sole discretion) exceed the amount that the Owner has budgeted for this project or if the Owner otherwise determines, at its sole discretion, that not entering into a contract with any of the Bidders would be in its best interests, the Owner may:
 - (a) reject all Bids;
 - (b) cancel this tender;
 - (c) issue a new tender or commence another procurement process, with or without adjusting the scope of work; and/or
 - (d) enter into negotiations with one or more qualified Bidders in order to obtain a lower price that is within the Owner's construction budget, with or without adjusting the scope of work.
49. The Bidder is expected to keep confidential all documents, data, information and other materials of the Owner which are provided to or obtained or accessed by the Bidder in relation to this project (which has not otherwise been made publicly available) and not make any public announcements or news releases regarding this project or the selection of a Bidder, without the prior written approval of the Owner.

50. Bidders are advised that as a city, the Owner is subject to the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan), which provides a right of access to information in records under the control of a city. Bidders are advised that the Owner may be required to disclose the Bid Documents and a part or parts of any Bid in response to this tender pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan).
51. Bidders are also advised that *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) does provide protection for confidential and proprietary business information; however, proponents are strongly advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their proposal in response to this tender. Bidders should identify any information in their proposals that they consider to be confidential or proprietary business information.
52. The Owner is not responsible for any costs incurred by the Bidders in preparing their Bid submission or otherwise in participating in this procurement.
53. The Bidder, by submitting a Bid, agrees that if the Owner breaches any of the duties, responsibilities or obligations owed to the Bidder as a result of the Bidder's participation in this procurement process, the Owner's maximum aggregate liability to the Bidder will be the reasonable costs actually incurred by the Bidder in preparing its Bid. The Bidder, by submitting the Bid, hereby waives any other claim, including, without limitation, any claim for any loss of profits, in the event the Bid is not selected by the Owner.
54. This procurement is subject to Chapter 5 of the Canadian Free Trade Agreement and the New West Partnership Trade Agreement.

GENERAL INSTRUCTIONS

Caribou Heights football field has 10 existing light poles with 6 light fixtures on top of each pole. The intent of this project is to replace 6 lights with LED's on 3 poles.

- New LED light fixtures shall match the 6 existing LED light fixtures on pole # 9, see **Figure1 – Light Locations**. See attached catalog for LED light fixture specifications.
- 18 new LED Fixtures, 6 per pole, on poles # 2, 4 and 7. See **Figure1 – Light Locations**. All removed light fixtures shall be disposed of by successful Bidder.
- All existing lights on poles # 1, 3, 5, 6, 8, 9 and 10 shall remain as is. See **Figure1 – Light Locations**.
- Bidders shall allow for 2 nights to aim lights at football field to achieve even light distribution. Capital Project Coordinator and Operations Managers shall approve final light orientation.
- Successful Bidder shall not drive any equipment on the field at any time. Successful Bidder shall access south side poles from the south and north side poles from the north.
- See **Figure C – Light Pole** and **Figure D – Light Pole Base** for existing pole and base pictures.
- The successful Bidder shall give all notices and obtain all the licenses and permits required to perform the work. **The successful Bidder shall provide the Owner with a copy of all permits and licenses.** Work must meet all applicable Code requirements, including the National Building Code of Canada, 2015, and the National Fire Code of Canada, 2015, the Canadian Electrical Code. The contractor shall comply to Fall protection legislation. All work to be performed within the Occupational Health and Safety Act and all successive legislation.
- The successful Bidder shall adhere to the City of Moose Jaw Safety Management system. The successful Bidder shall attend a mandatory kickoff meeting with the City of Moose Jaw Safety Officer no later than five (5) business days before commencing work.
- All work performed shall be subject to inspection and shall meet the approval of the Operations Manager, Capital Project Coordinator or Consultant. If the Work is not approved, the Operations Manager, Capital Project Coordinator, or the Consultant shall have the right to ask for correction. Such corrective work shall be at the successful Bidder's expense.
- The successful Bidder is responsible for ensuring that a competent and qualified person completes all work.

- A line locate must be performed if a utility line may be impacted and before any ground disturbance work. The successful Bidder is responsible to obtain locates through Sask1st Call and submit an internal locate request form to the City.
- Any damage to existing utilities, equipment, or finished surfaces resulting from the performance of this contract shall be repaired to the Owner's satisfaction at the successful Bidder's sole expense. Penetrations through any structure required to have a fire resistance rating shall be sealed with a fire stopping material rated to provide an equivalent rating.
- Clean-up: The successful Bidder shall keep the site reasonably clean and neat during the execution of the work. The successful Bidder shall remove accumulations of debris at the end of each day and shall leave all surfaces and areas completely clean at final completion at successful Bidder's sole expense.

Figure A – Light Locations



Site of the Work

Location: Caribou Heights Football Field
1600 Caribou St W, Moose Jaw, SK, S6H 7N5

Figure C – Light Pole



Figure D – Light Pole Base



Evaluation Criteria

The Owner will determine who is a Qualified Bidder to complete the Work in its sole discretion, taking into account the following evaluation criteria:

Item/Description	Bid Evaluation Weighting
<p>Bid Price</p>	<p>40</p>
<p>Schedule</p> <p>Bidder to provide schedule (point form or chart form) outlining the timeframes for construction to be undertaken, indicating work to be completed by March 29, 2024. The bidder should identify durations of each aspect reflecting each phase of the construction through to the completion of the project.</p> <p>Points will be awarded based upon the completeness, quality and practicality of the schedule provided.</p>	<p>20</p>
<p>Safety Plan</p> <p>Provide COR/SECOR certificate or documentation indicating an in-house health and safety program meeting the requirements of WorkSafeSK.</p>	<p>20</p>
<p>Proposed Team Experience</p> <p>The Bidder shall detail the qualifications and experience of the company, its key personnel, and the subcontractors in completing comparable projects (in terms of both complexity and value).</p> <p>The Bidder to provide the following:</p> <p>1.1 Proposed Project Manager for the full duration of the project. Information to include:</p> <ul style="list-style-type: none"> • Name and Contact information • Description of years of experience in that role with respect to working with similar upgrade projects comparable to the scale and conditions of this project. <p>1.2 Provide three examples of similar projects completed by the bidder within the last ten years (points for each project) including: a detailed description of the project identifying similarities to this project; key personnel assigned to reference project; project</p>	<p>15</p>

location and completion date; Client or Consultant name and contact information.	
Documents Bidders shall provide copies of Liability Insurance, Workers' Compensation Board of Saskatchewan clearance, City of Moose Jaw Business Licence	5

BID FORM

Project Title Caribou Heights Football Field Led Upgrade
and
Location: City of Moose Jaw, Saskatchewan

Submitted To: City of Moose Jaw (the "Owner")

We, _____
 (*Company Name*)

of _____
 (*Business Address*)

having examined the Contract Documents, Bid Documents, Addenda No. _____ to No. ___ inclusive, all as issued by the Owner, and having visited the project worksite; hereby offer to enter into a contract to perform the work required by such documents for the price(s) specified in the Appendices to this Bid Form.

Prices are quoted in Canadian funds and include any applicable taxes in force at this date (including Provincial Sales Tax (PST)), but excluding the Goods and Services Tax (GST).

Appendices to Bid:

The following listed forms are attached to and form an integral part of this Bid:

- (i) Appendix A – Contract Document Review
- (ii) Appendix B – Stipulated Price / Unit Prices
- (iii) Appendix C - Force Account Rates
- (iv) Appendix D – Separate Prices
- (v) Appendix E – Schedule
- (vi) Appendix F – Project Manager and Site Superintendent
- (vii) Appendix G – Subcontractors
- (viii) Appendix H – Conflict of Interest Disclosure

Declarations:

We hereby declare that:

- (i) we agree to perform the Work in compliance with the required completion schedule stated in the Bid Documents and the Contract Documents identified in the Instructions to Bidders;

- (ii) no person, firm or corporation other than the undersigned has any interest in this Bid or in the proposed Contract for which this Bid is made;
- (iii) this Bid has been prepared without any collusion, comparison or arrangement with any other party that is submitting a Bid for this project;
- (iv) we are able to provide the insurance required by the Contract Documents; and
- (v) this Bid is open to acceptance for a period of sixty (30) days following the Submission Deadline specified in the Instructions to Bidders.

We agree that, if the Owner breaches any of the duties, responsibilities or obligations owed to us as a result of our participation in this procurement process, the Owner's maximum aggregate liability to us will be the reasonable costs actually incurred by us in preparing our Bid. We hereby waive any other claim, including, without limitation, any claim for any loss of profits, in the event that our Bid is not selected by the Owner.

We understand that the Owner may not necessarily accept the lowest or any bid submitted.

Signatures:

Signed and submitted for and on behalf of:

Company:

(Name)

(Street Address or Postal Box Number)

(City, Province and Postal Code)

Signature:

Name & Title:

(Please Print or Type)

Dated
at

This

day of

, 20

APPENDIX "A"

CONTRACT DOCUMENT REVIEW

Select the appropriate statement that applies to your review of the Contract Documents:

- We represent and warrant that we have carefully and diligently reviewed the Contract Documents and that we have not identified any error, omission, inconsistency, or discrepancy in the Contract Documents in respect of the Work, which would impact the Contract Price or Contract Time.

OR

- We represent and warrant that we have carefully and diligently reviewed the Contract Documents and that, except as noted below, we have not identified any error, omission, inconsistency, or discrepancy in the Contract Documents in respect of the Work, which would impact the Contract Price or Contract Time:

Date(s) of notice(s) to the Owner:

Summary of error, inconsistency, omission and/or discrepancy noted:

Bidder Initials

APPENDIX "B"

STIPULATED PRICE / UNIT PRICES

STIPULATED PRICE

The following is our stipulated price to perform the work required by the Contract Documents:

Base Price:	\$
Add 50% Performance Bond:	+\$
Add 50% Labour and Material Payment Bond:	+\$
Add GST:	+\$
Total Stipulated Price	\$

Bidder Initials

UNIT PRICES

NOT APPLICABLE

Bidder Initials

APPENDIX "D"

ALTERNATIVE PRICES

The following are our prices for the Alternative Work listed hereunder. Such Alternative work and amounts are **NOT** included in our Stipulated Price.

Description of Alternative Work	Effect on Stipulated Price (\$)	
	Addition	Deduction

Bidder Initials

APPENDIX "E"

SCHEDULE

We confirm that the Work will commence on the _____ day of _____, _____, or anytime thereafter and Substantial Performance shall be achieved on the _____ day of _____, _____.

We confirm we will complete the Work in accordance with the following milestones:

Milestone	Completion Date

Insert the detailed schedule for performance of the Work, including significant milestones.

Bidder Initials

APPENDIX "F"

PROJECT MANAGER AND SITE SUPERINTENDENT

The following are the Project Manager and Site Superintendent that we propose to utilize on the project.

The Owner expects these individuals will remain assigned to this project until the completion of the Work.

*Only one Project Manager and one Site Superintendent can be proposed. Multiple or alternative project managers and site superintendents are not acceptable.

** Bidders should also submit resumes of qualifications and experience of such Project Manager and Site Superintendent.

Name of Project Manager

Name of Site Superintendent

<p>Bidder Initials</p>

APPENDIX "G"

SUBCONTRACTORS

The following are the Subcontractors we propose to use for the Divisions or Sections of Work listed hereunder.

* The listed subcontractors should at a minimum include the following subtrades:

<u>Scope of Work</u>	<u>Subcontractor</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Bidder Initials

APPENDIX "H"

CONFLICT OF INTEREST DISCLOSURE

Select the appropriate statement that applies:

- We represent and warrant that we are not aware of any actual or potential conflicts of interest between the Bidder and its management, and the Owner, its members of Council and management.

OR

- We represent and warrant that we are not aware of any actual or potential conflicts of interest between the Bidder and its management, and the Owner, its members of Council and management except as set out below:

Summary of the nature of any actual or potential conflict of interest:

<p>Bidder Initials</p>
