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## **INVITATION TO TENDER (ITT)**

### **PROJECT TITLE:**

**Removal of the existing emergency generator unit and associated auxiliaries and replacing it with a new outdoor self-contained type generator set located near the existing building at the Lethbridge Laboratory**

### **TENDER CLOSING DATE AND TIME:**

**Tuesday May 26 2015 @ 1:00 p.m. hours (Eastern Standard Time)**

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### **FAX OR EMAIL TENDER TO:**

**Canadian Food Inspection Agency (CFIA)  
Lisa Lacasse  
Fax : 613-773-7615  
Email : [lisa.lacasse@inspection.gc.ca](mailto:lisa.lacasse@inspection.gc.ca)  
ITT # H0054**

### **IMPORTANT NOTICE TO BIDDERS**

**Tenders must be delivered to the email address/fax number indicated above prior to the tender closing date and time. The CFIA will not assume responsibility for tenders received after the tender closing date and time. Tenders directed to any location other than that stated above will not be considered. The CFIA will not assume responsibility for misdirected tenders.**

### **WEB SITES**

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Treasury Board Appendix L, Acceptable Bonding Companies  
<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appL>

Bid Bond (form PWGSC-TPSGC 504)  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/504.pdf>

Performance Bond (form PWGSC-TPSGC 505)  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/505.pdf>

Labour and Material Payment Bond (form PWGWSC-TPSGC 506)  
<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/506.pdf>

Insurance Terms



<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/rqqr.do?lang=eng&id=R2910D&date=2008-12-12&eid=1>

Certificate of Insurance (form PWGSC-TPSGC 357)

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf>

SACC Manual

<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>

Schedules of Wage Rates for Federal Construction Contracts

[http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml)



## **TABLE OF CONTENTS - INTRODUCTION**

**This ITT is divided into seven parts plus appendices and schedules, as follows:**

- PART 1 – GENERAL INFORMATION:** Provides a general description of the requirement and additional general information on debriefings and conflict of interest. Refers to the Work Specification under Schedule 1.
- PART 2 – BIDDER INSTRUCTIONS:** Provides the instructions, clauses and conditions applicable to this ITT, and refers to additional General Instructions to Bidders identified as **R2710T**. States that the Bidder agrees to be bound by the clauses and conditions contained in all parts of this ITT.
- PART 3 – TENDER PREPARATION INSTRUCTIONS:** Provides bidders with instructions on how to prepare their tender, and refers to additional General Instructions to Bidders identified as **R2710T**. More particularly, it is a mandatory requirement that bidders use and submit the Tender and Acceptance Form (provided under Appendix A). The Tender and Acceptance Form specifies mandatory information that must be provided by the bidders.
- PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION:** Indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the tender and the basis of selection, as applicable.
- PART 5 – CERTIFICATIONS:** Indicates the certification requirements applicable under this ITT and the resulting contract.
- PART 6 – FINANCIAL AND OTHER REQUIREMENTS:** Includes specific requirements that must be addressed by bidders at the tender closing date and time, or prior to contract award, as applicable. Refer to all relevant clauses and conditions set out in the SACC Manual issued by PWGSC.
- PART 7 – RESULTING CONTRACT CLAUSES:** Refers to the Tender and Acceptance Form (provided under Appendix A) which specifies the documents, clauses and conditions that will apply to any resulting contract (including Appendix B in the case of a joint venture, Schedule 1, and clauses incorporated by reference).

**The following documents are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC), and form part of this ITT.**

**R2710T (2008-12-12) General Instructions to Bidders. Reference to R2710T, GI09 Bid Security Requirements; paragraph 1) is hereby amended as follows:**

**Delete:** The Bidder shall submit a bid security with the bid in the form of a bid bond or a security deposit in an amount that is equal to not less than 10 percent of the bid amount.



**Insert:** The Bidder shall submit a bid security with the bid in the form of a bid bond or a security deposit in the amount of \$5,000.00. (For more details, refer to **PART 6 FINANCIAL AND OTHER REQUIREMENTS, Article 1 Bid Deposit**, of the ITT).

**The following is a list of all appendices and schedules that are attached hereto and form part of this ITT:**

- APPENDIX A – TENDER AND ACCEPTANCE FORM, RESULTING CONTRACT CLAUSES**
- APPENDIX B – JOINT VENTURE CERTIFICATION**
- SCHEDULE 1 – WORK SPECIFICATION**
- SCHEDULE 2 – DRAWINGS**

## **PART 1 – GENERAL INFORMATION**

### **1. Summary**

Only one contract may result from this competitive ITT. Work under the resulting contract will involve the Removal of the existing emergency generator unit and associated auxiliaries and replacing it with a new outdoor self-contained type generator set located near the existing building at the Lethbridge Laboratory, ADRI Township Road 9-IPO Box 640, Lethbridge ,AB T1J 3Z4, as detailed in Schedule 1 and 2 (Work Specifications and Drawings).

1.2 The work under any resulting contract is to be completed no later than **December 1, 2015**

### **2. Debriefings**

2.1 After contract award, bidders may request a debriefing on the results of the ITT. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their tender was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

### **3. Conflict of Interest – Unfair Advantage**

3.1 In order to protect the integrity of the procurement process, bidders are advised that the CFIA may reject a tender in the following circumstances:

- (a) if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the ITT or in any situation of conflict of interest or appearance of conflict of interest;
- (b) if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the ITT that was not available to other bidders and that would, in the CFIA's opinion, give or appear to give the Bidder an unfair advantage.

3.2 The experience acquired by a bidder who is providing or has provided the goods and services described in the ITT (or similar goods or services) will not, in itself, be considered by the CFIA as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.

3.3 Where the CFIA intends to reject a tender under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before the tender closing date and time. By submitting a tender, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder



acknowledges that it is within the CFIA's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

#### 4. Code of Conduct for Procurement

4.1 This ITT incorporates the Code of Conduct for Procurement issued by Public Works and Government Services Canada (PWGSC) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>). To comply with the Code of Conduct for Procurement, bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the contract. To ensure fairness, openness and transparency in the bidding process, the following activities are prohibited:

- (a) payment of a contingency fee by any party to a contract to a person to whom the *Lobbying Act*, 1985, c. 44 (4th Supplement) applies;
- (b) corruption and collusion in the bidding process for contracts for the provision of goods and services.

4.2 By submitting a tender, the Bidder certifies that it meets the above requirements.

4.3 Bidders further understand that the commission of certain offences may render them ineligible to be awarded a contract. By submitting a tender, the Bidder declares that it has never been convicted of an offence under section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud committed against Her Majesty*) or section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code of Canada, or under paragraph 80(1)(d) (*False entry, certificate or return*) subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*.

#### 5. Estimated Budget

5.1 The budget to complete all work described in this ITT is estimated at **\$852,400.00** plus applicable taxes. This disclosure of project funds does not commit the CFIA to pay such amount.

### PART 2 – BIDDER INSTRUCTIONS

#### 1. Standard Instructions, Clauses and Conditions

1.1 All instructions, clauses and conditions identified in this ITT by number, date and title are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) issued by Public Works and Government Services Canada (PWGSC). These instructions, clauses and conditions identified in this ITT and resulting contract are incorporated by reference into and form part of this ITT and resulting contract as though expressly set out in the ITT and resulting contract.

1.2 Bidders who submit a tender agree to be bound by the instructions, clauses and conditions of this ITT and accept the clauses and conditions of the resulting contract.

1.3 Any references made to "PWGSC", "Canada", "Her Majesty" or the "Minister" in the documents, clauses and conditions applicable to this ITT and resulting contract shall be a reference made to the CFIA, unless the context indicates otherwise.



## 2. Appendix A (Construction Tender Instructions)

2.1 R2710T (2011-05-16) General Instructions to Bidders is reference herein and forms part of this ITT; it contains instructions to bidders that apply to this ITT. If there is a conflict between the provisions of R2710T and this ITT document, this ITT document prevails.

2.2 Without limiting the generality of sections 5 and 11 of Appendix A, the CFIA reserves the right to:

- (a) reject any or all tenders received in response to the ITT;
- (b) enter into negotiations with bidders on any or all aspects of their tenders;
- (c) accept any tender in whole or in part without negotiations;
- (d) cancel the ITT at any time;
- (e) reissue the ITT;
- (f) if no responsive tenders are received and the requirement is not substantially modified, reissue the ITT by inviting only the bidders who bid to resubmit tenders within a period designated by the CFIA; and,
- (g) negotiate with the sole responsive Bidder to ensure best value to the CFIA.

## 3. Definition of Bidder

3.1 "Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a tender to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

## 4. Submission of Tenders

4.1 The CFIA requires that each tender, at the tender closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder; the signature is required in Appendix A, under the signature block reserved for the Bidder. (If a tender is submitted by a joint venture Bidder, it is requested to also complete and sign Appendix B and to submit it along with Appendix A)

4.2 It is the Bidder's responsibility to:

- (a) obtain clarification of the requirements contained in the ITT, if necessary, before submitting a tender;
- (b) prepare its tender in accordance with the instructions contained in the ITT;
- (c) submit by the tender closing date and time a complete tender;
- (d) send its tender to the address specified on page 1 of the ITT;
- (e) ensure that the Bidder's name, return address, the ITT number, and ITT closing date and time are clearly visible on the envelope or the parcel(s) containing the tender; and,
- (f) provide a comprehensible and sufficiently detailed tender, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the ITT.

4.3 Tenders will remain open for acceptance for a period of not less than sixty (60) days from the tender closing date and time of the ITT. The CFIA reserves the right to seek an extension of the tender validity period from all responsive bidders in writing, within a minimum of three (3) working days before the end of the tender validity period. If the extension is accepted by all responsive bidders, the CFIA will continue with the evaluation of the tenders. If the extension is not accepted by all responsive bidders, the CFIA will, at its sole discretion, either continue with the evaluation of the tenders of those who have accepted the extension or cancel the ITT.

4.4 Tender documents and supporting information may be submitted in English or French.



- 4.5 Tenders received on or before the stipulated tender closing date and time will become the property of the CFIA and will not be returned. All tenders will be treated as confidential, subject to the provisions of the *Access to Information Act*, R.S. 1985, c. A-1 and the *Privacy Act*, R.S. 1985, c. P-21.
- 4.6 Unless specified otherwise elsewhere in the ITT, the CFIA will evaluate only the documentation provided with a bidder's tender. The CFIA will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the tender.
- 5. Late Tenders**
- 5.1 The CFIA will return tenders delivered after the stipulated tender closing date and time.
- 6. Delayed Tenders**
- 6.1. A tender delivered to the CFIA National Procurement & Contracting Service Centre, Commissionaire/Reception Desk (as specified at page 1 of the ITT) after the tender closing date and time will NOT be considered. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of tenders are not acceptable reasons for the tender to be accepted by the CFIA.
- 7. Legal Capacity**
- 7.1 The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a tender as a joint venture.
- 8. Enquiries and Other Communications – Solicitation Period**
- 8.1 To ensure the integrity of the competitive tender process, enquiries and other communications regarding this ITT, from the issue date of the ITT up to the tender closing date and time, are to be directed ONLY to the Contracting Authority named below. Enquiries and other communications are not to be directed to any other government official(s). Failure to comply with this requirement may result in the tender being declared non-responsive.

**Contracting Authority:**

Lisa Lacasse

Contracting Officer

TEL: 613-773-7383

FAX: 613-773-7615

E-mail: [Lisa.Lacasse@inspection.gc.ca](mailto:Lisa.Lacasse@inspection.gc.ca)

- 8.2 All Enquiries must be received prior to 13:00 hours, Ottawa time, **1 (one) working day** prior to the tender closing date and time to allow sufficient time to provide a response. Enquiries received after this date and time may not be answered.
- 8.3 All enquiries must be in writing. Bidders should reference as accurately as possible the numbered item of the ITT to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable the CFIA to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where the CFIA determines that the enquiry is not of a proprietary nature. The CFIA may edit the questions or may request that the



Bidders do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by the CFIA.

- 8.4 To ensure consistency and quality of information provided to bidders, significant enquiries received and the replies to such enquiries will be provided simultaneously to bidders to which the ITT has been sent, without revealing the sources of the enquiries.

**9. Price Justification – Sole Responsive Tender Received**

- 9.1 In the event that the Bidder's tender is the sole responsive tender received, the Bidder must provide, on the request of the CFIA, one or more of the following price justification:

- (a) a current published price list indicating the percentage discount available to the Government of Canada; or
- (b) a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- (c) a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- (d) price or rate certifications; or
- (e) any other supporting documentation as requested by the CFIA.

**10. Conduct of Evaluation**

- 10.1 In conducting its evaluation of the tenders, the CFIA may, but will have no obligation to, do the following:

- (a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the ITT and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the ITT, as applicable;
- (b) contact any or all references supplied by bidders to verify and validate any information submitted by them;
- (c) request, before award of any contract, specific information with respect to bidders' legal status;
- (d) conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the ITT, as applicable;
- (e) correct any error in the extended pricing of tenders by using unit pricing and any error in quantities in tenders to reflect the quantities stated in the ITT (if applicable to this ITT); in the case of error in the extension of prices, the unit price will govern;
- (f) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
- (g) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the ITT;
- (h) waive minor irregularities in tenders received if the CFIA determines that the variation of the tender from the exact requirements set out in the ITT can be corrected or waived without being prejudicial to other Bidders.

- 10.2 Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the tender being declared non-responsive.





## 11. Applicable Laws

- 11.1 Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Canada where the work will be performed, and by the federal laws of Canada applicable in that province.

## 12. Mandatory Site Visit (if applicable)

- 12.1 It is mandatory that the Bidder or a representative of the Bidder visit the work site, and failure to comply with this mandatory requirement will result in the tender being declared non-responsive and disqualified. Arrangements have been made for the site visit to be held on the date and time indicated below, and at the location also indicated below:

**Date and Time: Tuesday May 12, 2015 at 10:00 a.m. (Alberta Time)**

**Location: CFIA Lethbridge Laboratory, ADRI Township Road 9-1PO Box 640, Lethbridge, AB T1J 3Z4**

**Contact on site: Craig Armitage Project Leader, Planning, Design, and Construction**

- 12.2 Bidders should communicate in writing with the Contracting Authority (by e-mail to: [lisa.lacasse@inspection.gc.ca](mailto:lisa.lacasse@inspection.gc.ca)) **no later than 2 working days** before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend. Bidders (or their representative, as applicable) will be required to sign an attendance form. Bidders who do not attend or that do not make arrangements to send a representative will not be given an alternative appointment and their tenders will be disqualified. Any clarifications or changes to the ITT resulting from the site visit will be issued as an amendment to the ITT.
- 12.3 In addition to the above requirements, if a tender will be submitted by a joint venture Bidder, it is requested to notify in writing the Contracting Authority (prior to the scheduled site visit) as to whether or not a representative of the joint venture Bidder has been appointed to attend the scheduled visit on behalf of all the members of the joint venture, and to provide the name of that representative member (if applicable) as well as the names of all the members of the joint venture Bidder. If the CFIA receives no such prior confirmation that a representative has been appointed to attend the scheduled visit on behalf of all the members of the joint venture, then all members of the joint venture must attend the scheduled visit, and failure to do so will result in the tender being declared non-responsive. Should a tender be submitted by a joint venture Bidder, it is requested that the Bidder confirms in its tender whether or not a representative of the joint venture Bidder has attended the scheduled visit on behalf of all the members of the joint venture. (For more information as to what may constitute a joint venture Bidder, please consult Appendix B attached to this ITT.)

## 13. Entire Requirement

- 13.1 The ITT documents contain all the requirements relating to the ITT. Any other information or documentation provided to or obtained by a Bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in this ITT. Bidders should also not assume that their existing capabilities meet the requirements of the ITT simply because they have met previous requirements.



### **PART 3 – TENDER PREPARATION INSTRUCTIONS**

#### **1. Format of Tender - Tender and Acceptance Form (Appendix A)**

- 1.1 A Tender and Acceptance Form is attached hereto under Appendix A. It is a mandatory requirement that Bidders use and submit the Tender and Acceptance Form (Appendix A) and, more particularly, that bidders specify the MANDATORY INFORMATION as required thereunder. The Tender and Acceptance Form provides a common form (format) in which bidders provide all relevant information for the purposes of the evaluation, contract award and administration of any resulting contract. Failure to submit Appendix A and to specify the mandatory information will result in the tender being declared non-responsive and disqualified.

#### **2. Additional Construction Tender Instructions (R2010T)**

- 2.1 R2010T contains additional instructions to bidders on how to prepare their tender. If there is a conflict between the instructions of R2010T and Appendix A, the instructions under Appendix A prevail.

### **PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Tenders will be assessed in accordance with the entire requirement of the ITT.
2. An evaluation team composed of representatives of the CFIA will evaluate the tenders. The CFIA may hire any independent consultant, or use any Government resources, to evaluate any tender. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
3. If the CFIA seeks clarification or verification from the Bidder about its tender, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Officer) to provide the necessary information to the CFIA. Failure to meet this deadline will result in the tender being declared non-responsive.
4. If the CFIA wishes to survey the Bidder's facilities, the Bidder must make its facilities available for this purpose within 2 working days (or a longer period if specified in writing by the Contracting Officer) of a request by the Contracting Authority.
5. If the CFIA conducts reference checks, wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
6. **Mandatory Requirements**
  - 6.1 The tender will be reviewed to determine whether it meets the mandatory requirements of the ITT. All elements of the ITT that are mandatory requirements to be met at the tender closing date and time are identified as such, and specifically with the words "must" or "mandatory". Tenders that do not comply with each and every mandatory requirement at the tender closing date and time will be considered non-responsive and be disqualified.
7. **Evaluation of Equipment, Material and/or Products**
  - 7.1 Not Applicable



## 8. Conditions Precedent to Contract Award

- 8.1 Wherever this ITT specifies that a requirement is a Condition Precedent to Contract Award, it shall be construed as a requirement that must be met prior to contract award (as opposed to a mandatory requirement that must be met at the tender closing date and time pursuant to section 6 above of PART 4), and the Contracting Authority may, before award of any contract, seek clarification from the Bidder and/or make verification to validate any information submitted by the Bidder in this regard. This includes the right of the CFIA to verify the Bidder's technical, managerial and financial capabilities to adequately meet specific requirements of the work as detailed in this ITT. Failure to comply with the request of the Contracting Authority within the time frame as provided in the request may render the tender non-responsive.

## 9. Basis of Selection

- 9.1 A tender must meet all the mandatory evaluation criteria and comply with all the other requirements of the ITT, as applicable, to be declared responsive. The responsive tender with the lowest fixed lump sum price (in total, i.e. for all applicable work, including GST/HST) will be recommended for award of a contract.

## PART 5 – CERTIFICATIONS

By submitting a tender, bidders certify that they comply with all the certification requirements applicable under the ITT, and especially those set out in the Tender and Acceptance Form attached hereto as Appendix A. Appendix B includes additional certification requirements for a Bidder submitting a tender as a joint venture.

## PART 6 – FINANCIAL AND OTHER REQUIREMENTS

### 1. Bid Deposit

- 1.1 It is a MANDATORY REQUIREMENT (at the tender closing date and time) that bidders submit with their tenders a bid deposit in the form of a Bid Bond or a certified cheque made out to the Receiver General for Canada in the amount of **\$5,000.00**. Failure to submit a Bid Bond or a certified cheque will result in the tender being declared non-responsive and the tender will be disqualified.
- 1.2 The bid deposit of the successful Bidder will be returned by the CFIA following the execution of the resulting contract and receipt by CFIA of an acceptable Performance Bond pursuant to the applicable financial security requirement of this ITT.
- 1.3 The bid deposit of the unsuccessful Bidder will be returned by the CFIA after the execution of the resulting contract (awarded to the successful Bidder), or previous to such time at the discretion of the CFIA.

### 2. Bid Financial Security

- 2.1 It is a mandatory requirement (at the tender closing date and time) that bidders submit with their tenders a letter from a Treasury Board approved acceptable bondable company (as referred into the list of acceptable bonding companies provided under Treasury Board Appendix L, see link to Web Site on page 1 of this ITT) for proof of being bondable in accordance with R2890D (Contract Security) of the SACC Manual. Failure to submit such letter will result in the tender being declared non-responsive and the tender will be disqualified. The CFIA reserves the right to determine, at its sole discretion, whether the statements contained in the letter is to the satisfaction of the CFIA, and the CFIA shall have the right to request changes to the letter. Failure to comply with the request of



the Contracting Authority within the time frame as provided in the request may result in the tender being declared non-responsive and disqualified.

**3. Insurance Requirements (Condition Precedent to Contract Award)**

- 3.1 The Bidder must provide a copy of a **certificate** from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the ITT, can be insured in accordance with the **Commercial General Liability Insurance** requirements specified in R2910D (Insurance Terms) of the SACC Manual, and in the amount of \$2,000,000.00. If there is a conflict between the Insurance Terms of R2910D and the instructions of this ITT, the Instructions of this ITT prevail.
- 3.2 If the information is not provided in the tender, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the tender non-responsive and the tender will be disqualified.
- 3.3 The CFIA reserves the right to require additional insurance requirements in the event of a tender submitted by a Bidder as a joint venture.

**PART 7 – RESULTING CONTRACT CLAUSES**

Consult the Tender and Acceptance Form provided under Appendix A, which specifies the documents, clauses and conditions that will apply to any resulting contract.



**APPENDIX A  
TENDER AND ACCEPTANCE FORM  
AND RESULTING CONTRACT CLAUSES**

**PROJECT TITLE:** Removal of the existing emergency generator unit and associated auxiliaries and replacing it with a new outdoor self-contained type generator set located near the existing building at the Lethbridge Laboratory

**IMPORTANT INSTRUCTIONS TO BIDDERS**

**MANDATORY REQUIREMENTS:** It is a mandatory requirement that bidders use and submit this Tender and Acceptance Form (Appendix A) in response to the ITT, which must be duly completed and signed in accordance with all the applicable instructions. In this Tender and Acceptance Form, where reference is made to "MANDATORY", "MANDATORY CRITERIA" or "MANDATORY REQUIREMENT", it is an important indication to bidders that it is a mandatory requirement that bidders respond fully to the required mandatory information at the tender closing date and time. Failure to submit this Appendix A and failure to meet these mandatory requirements will result in the tender being declared non-responsive and disqualified.

**If a tender is recommended for award of a contract:** The CFIA's acceptance of a tender (Appendix A) duly completed and signed by the successful Bidder must be confirmed in writing by the Contracting Authority, who will sign under the signature block reserved for the CFIA. Upon the Contracting Authority's signature, this document (including the appendices, schedules and any other document attached hereto, as applicable, and the clauses incorporated hereto by reference) will become the Contract between the CFIA and the successful Bidder; such Contract will become effective at the date of the Contracting Authority's signature.

Under any resulting contract, it is understood that a reference made in this Appendix A to the term "Bidder" shall mean a reference made to the term "Contractor", unless the context indicates otherwise.

**If the space provided in this Appendix A to fill in the information is not sufficient, bidders can use a separate sheet and attach it to their tender.**

**A- NAME AND ADDRESS OF THE BIDDER**

Business name (the corporate name, if applicable): \_\_\_\_\_

Laws under which it is registered or incorporated, as applicable: \_\_\_\_\_

Address of place of business:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address of head office, if applicable (if different than the place of business):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mailing address (if different than the place of business):  
\_\_\_\_\_  
\_\_\_\_\_



GST Business Registration No.: \_\_\_\_\_

**CONTACT PERSON FOR THE PURPOSE OF THE TENDER (AN AUTHORIZED REPRESENTATIVE OF THE BIDDER)**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**B- OFFER (AND INFORMATION ON TENDER)**

The undersigned Bidder hereby offers to the CFIA, to furnish all necessary design, labour, materials, products, tools, plant, and equipment, as applicable, and to execute and complete in a satisfactory and workmanlike manner all the work required under any resulting contract and as described in Schedules 1 and 2, for the consideration of the Total Tendered Amount set forth in Part II (Financial Information and Applicable Requirements of this Section B).

**The tables:** Parts I and II below contain tables to be completed by the bidders. If a contract is awarded, these tables (as completed below by the successful Bidder) will form part of any resulting contract, subject to any modification (if applicable) confirmed in writing by the CFIA Contracting Authority.

**PART I: MANAGEMENT (AND EXPERIENCE) INFORMATION AND APPLICABLE REQUIREMENTS**

**1. Proposed Individual(s)**

The Bidder proposes the following individuals for the performance of the work (or any part thereof) under any resulting contract.

It is a **MANDATORY CRITERIA** to include in the table below, **at a minimum**, the name of the individual assigned: (e.g. Site Superintendent, General Contractor's Site Superintendent or Lead Foreman or Subcontractor's Site Superintendent or Lead Foreman.)

NAMES AND TITLE OF PROPOSED INDIVIDUALS (MANDATORY CRITERIA)	BRIEF DESCRIPTION OF THE WORK OR TASKS TO BE PERFORMED



**2. Subcontractor(s)**

Bidders are requested to check mark (✓) the applicable box below to confirm whether parts of the work will be subcontracted under any resulting contract:

No /  Yes

The bidders who want to subcontract any part of the work (only for such bidders) are requested to specify in the table below each part of the work that will be subcontracted under any resulting contract and the name and address of the subcontractor that will perform such part of the work.

PART OF THE WORK	SUBCONTRACTOR (Name and Address)

**3. Experience of the proposed Site Superintendent, General Contractor’s Site Superintendent or Lead Foreman or Subcontractor’s Site Superintendent or Lead Foreman.**

**3.1 The Site Superintendent, General Contractor’s Site Superintendent or Lead Foreman or Subcontractor’s Site Superintendent or Lead Foreman must have a minimum of three (3) emergency generator replacement projects.**

**The Bidder must identify three (3) similar projects that they have completed. The project should be comparable in scope of work and value as specified under this ITT. For each project, provide a reference that can be contacted to confirm and validate the identified projects.**

A project will be considered by the CFIA, at its sole discretion, as being “similar” to the work described under this ITT, and especially if the project was similar in scope in terms of value and complexity.

Any past project specified by the Bidder may have been performed by the Bidder and/or any proposed subcontractor and/or any affiliate of the Bidder. In the case of a tender submitted by a joint venture, the tender can describe the previous experience on project(s) of one or more joint venture members to meet the experience requirement on past projects – that is, one similar project could be described for one joint venture member and another project could be described for another joint venture member, as long as the minimum total of number of projects is met (if two members of the joint venture worked on the same project, it will count as one project).



<p><b>MINIMUM OF 3 SIMILAR PROJECT.</b> (refer to item 3.1 for a more detailed description) (MANDATORY CRITERIA) (It is also requested to include a brief description of each project to facilitate the understanding of the nature of the project. The description should include the name of a reference and their respective phone number)</p>	TITLE/DESCRIPTION	LOCATION	REFERENCE CONTACT, TEL. NO. OR E-MAIL ADDRESS	YEAR COMPLETED
<p>Site Superintendent, General Contractor's Site Superintendent or Lead Foreman or Subcontractor's Site Superintendent or Lead Foreman.</p>	<p>Project #1</p>			
<p>Site Superintendent, General Contractor's Site Superintendent or Lead Foreman or Subcontractor's Site Superintendent or Lead Foreman.</p>	<p>Project #2</p>			
<p>Site Superintendent, General Contractor's Site</p>	<p>Project #3</p>			





Superintendent or Lead Foreman or Subcontractor's Site Superintendent or Lead Foreman.					
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**NOTE:**

If the space provided in the above table to fill in the information is not sufficient, bidders can use a separate sheet and attach it to their tender.

Failure to provide the required (MANDATORY) details as specified in the above table will result in the tender being declared non-responsive and disqualified. Further, if the results of the references contacted cannot confirm and validate the identified projects, the tender will be declared non-responsive and disqualified.

**PART II: FINANCIAL INFORMATION AND APPLICABLE REQUIREMENTS**

**1. Pricing**

Bidders must specify below the Total Fixed Lump Sum Price for the performance of the work under any resulting contract. It is requested that bidders also specify below the applicable GST/HST amount and the Total Tendered Amount.

1.1 Total Fixed Lump Sum Price: \$ \_\_\_\_\_, excluding GST/HST.

1.2 Applicable GST/HST Amount: \$ \_\_\_\_\_

**1.3 TOTAL TENDERED AMOUNT:** \$ \_\_\_\_\_

For greater certainty, the Bidder agrees that the Total Fixed Lump Sum Price quoted above is inclusive of all costs (e.g. for labour, materials, printing, photocopying, materials, equipment, rental, local travel, photographs, profit and overhead costs, sales taxes and other taxes except GST/HST and any other expenses related to the performance of the work under any resulting contract).

Under any resulting contract, the above Total Tendered Amount shall mean the Contract Price for all purposes under the contract.

**2. Conditions Precedent to Contract Award**

If a tender is recommended for award of a contract, the CFIA reserves the right to request the successful Bidder to provide to the Contracting Authority, prior to contract award, a detailed cost breakdown of the labour and materials that will apply and be used in the performance of the work under any resulting contract. At contract award, the CFIA may include the detailed cost breakdown into the resulting contract.



**C- RESULTING CONTRACT CLAUSES**

The following clauses apply to and form part of any contract resulting from the ITT:

1. The Contractor agrees to supply to the CFIA the services and goods described in the Contract, including Schedules 1 and 2, as applicable, in accordance with, and at the prices set out in, the Contract.
2. The **Tender and Acceptance Form (Appendix A)**, as completed and signed by the Contractor and the CFIA, (including the appendices, schedules and any other document attached hereto, as applicable, and the clauses incorporated hereto by reference), constitutes the Contract between the Parties, as amended from time to time in accordance with the terms and conditions of the Contract; it contains the Articles of Agreement applicable to the Contract.
3. **Appendix B (in the case of a Contractor as a joint venture) Appendix C (Contract Administration Forms) and Schedules 1 and 2**, are attached hereto and form part of any resulting Contract; as amended from time to time in accordance with the terms and conditions of the Contract.

**4. General Conditions:**

GC1 – General Provisions	R2810D	(2011-05-16)
GC2 – Administration of the Contract	R2820D	(2011-05-16)
GC3 - Execution and Control of the Work	R2830D	(2010-01-11)
GC4 - Protective Measures	R2840D	(2008-05-12)
GC5 - Terms of Payment	R2850D	(2010-01-11)
GC6 - Delays and Changes in the Work	R2860D	(2008-05-12)
GC7 - Default, Suspension or Termination of Contract	R2870D	(2008-05-12)
GC 8 - Dispute Resolution	R288(0)(2)D	(2008-12-12)
GC8 - Contract Security	R2890D	(2011-05-16)
GC9 – Insurance	R2590D	(2011-05-16)
GC10 – Insurance	R2900D	(2008-05-12)
<b>Supplemental Conditions</b>		
Insurance Terms	R2910D	(2008-12-12)
Fair Wages and Hours of Labour – Labour Conditions	R2940D	(2010-01-11)
Allowance Costs for Contract Changes Under GC6.4.1	R2950D	(2007-05-25)
GC 3 - Consultant Services	R1220D	(2011-05-16)
Certificate of Insurance (form PWGSC-TPSGC 357)		
<a href="http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf">http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf</a>		

- 4.1 Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
- 4.2 Any amendment incorporated by mutual agreement between the CFIA and the Contractor before acceptance of the bid; and
- 4.3 Any amendment or variation of the contract documents that is made in accordance with the General Conditions
- 4.4 The documents identified by title, number and date above are incorporated in the Contract by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site: <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>
- 4.5 Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site: [http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment\\_standards/contracts/schedule/index.shtml](http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml).



4.6 The language of the contract documents is the language of the Tender and Acceptance Form submitted.

**5. Period of the Contract and Delivery Date**

5.1 The Contract is effective at the date of signature by the Contracting Authority of the Tender and Acceptance Form. The period of Contract ends on December 1 2015.

5.2 The Work shall be performed (and all deliverables must be received) in accordance with the Work schedules applicable under any resulting Contract. The Contractor agrees to complete all Work no later than December 1 2015.

**6. CFIA Authorities**

6.1 The Contracting Authority for the Contract is:

Name: Lisa Lacasse  
 Title: Contracting Officer  
 Name of Organization: CFIA National Procurement and Contracting Service Centre  
 Address: 59 Camelot Drive, Ottawa, ON K1A 0Y9  
 Telephone: 613-773-7383  
 Facsimile: 613-773-7615  
 E-mail address: Lisa.Lacasse@inspection.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority, unless a change in the Work is made in accordance with the General Conditions referenced in Section 4. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority, unless requested or instructed in accordance with the General Conditions referenced in Section 4.

6.2 The Technical Project Leader/Authority for the Contract is: *(The Contracting Authority will identify the person at contract award.)*

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
 Facsimile: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

The Technical Project Leader/Authority is responsible for all matters concerning the technical content of the Work under the Contract. However, changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority, or in accordance with the General Conditions referenced in Section 4.

6.3 The Engineer for the Contract is: *(The Contracting Authority will identify the person at contract award.)*

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_



Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
 Facsimile: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

The Engineer's functions and authorities are limited to those specified in the applicable General Conditions (referenced in Section 4) and Schedules 1 and 2. If the General Conditions (referenced in Section 4) and any Schedule conflict, the General Conditions (referenced in Section 4) shall prevail. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority, or in accordance with the General Conditions (referenced in Section 4).

**7. Contractor's Representative(s)**  
*(The Contracting Authority will identify the person(s), as applicable, at contract award.)*

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
 Facsimile: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

**8. Terms of Payment and Invoicing Instructions**

- 8.1 The Contractor will be paid the Contract Price (i.e. the Total Tendered Amount) included herein and in accordance with the Terms of Payment (referenced in Section 4, R2850D), as applicable.
- 8.2 The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when binding for the Contract. The Contractor further agrees that the CFIA will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the CFIA before their incorporation into the Work, all in accordance with the terms and conditions of the Contract.
- 8.3 Invoices are to be submitted to the following contact referencing **ITT No. H0054:**

CFIA-ACIA  
 59 Camelot Drive  
 Ottawa, Ontario K1A 0Y9  
 Telephone: (613) 773-7302  
 Facsimile: (613) 773-3704  
 Attention: Craig Armitage  
 Project Leader  
 E-mail address: [Craig.Armitage@inspection.gc.ca](mailto:Craig.Armitage@inspection.gc.ca)

**9. Requirements for the Access of the Laboratory Facility/Site:**

- 9.1 The Contractor's personnel requiring access to specific areas of the Laboratory facility/site will be escorted at all times by CFIA personnel or a designate.
- 9.2 As and where requested by CFIA personnel, the Contractor's personnel shall submit a local proof of identity (by means of photo ID) prior to admittance to the facility/site.



- 9.3 The CFIA reserves the right to deny access to any facility/site, or part thereof, of any Contractor's personnel at any time.

## 10. Certifications

- 10.1 Compliance with the certifications provided by the Contractor in its tender is a condition of the Contract and subject to verification by the CFIA during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its tender is untrue, whether made knowingly or unknowingly, the CFIA has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 11. Applicable Laws

- 11.1 Without limiting the generality of the General Conditions (referenced in Section 4), the Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Canada where the Work is performed, and by the federal laws of Canada applicable in that province.

## 12. Priority of Documents

- 12.1 If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list:

- (a) these Articles of Agreement;
- (b) General Conditions referenced in Section 4 to the Contract, and Appendix B (in the case of a joint venture Contractor);
- (c) the PWGSC STANDARD ACQUISITION CLAUSES AND CONDITIONS (SACC) identified herein by ID, title and date (incorporated in the Contract by reference);
- (d) Schedule 1 and 2 to the Contract;
- (e) any document attached to the Contractor's tender, if applicable.

## 13. Insurance Requirements

- 13.1 Without limiting the generality of the General Conditions (R2910D), the Contractor must comply with the **Commercial General Liability Insurance** requirements referenced in Section (R2910 Insurance Terms), in the amount of **\$2,000,000.00**. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.
- 13.2 The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

## 14. Contract Financial Security

Without limiting the generality of the General Conditions referenced in Section 4 (R2890D), the Contractor must comply with the financial security requirements specified in Section 4 (Contract Security), including the requirement under Treasury Board Appendix L, Acceptable Bonding Companies <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appL> and provide to the Contracting Authority a performance bond and a labour and material payment bond, each in an amount that is equal to not less than 50% of the Contract Price. If the CFIA does not receive the required financial security within the specified period, the CFIA may terminate the Contract for default pursuant to the Contract default provision.



**15. Joint Venture Contractor (if applicable)**

- 15.1 The Contractor confirms that it is a joint venture and that it is comprised of the members listed in Appendix B (Joint Venture Certification).
- 15.2 With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
- (a) a member has been appointed by the other members (if specified in Appendix B), as the representative of the joint venture Contractor, and has full authority to act as agent for each member regarding all matters relating to the Contract;
  - (b) by giving notice to the representative of the joint venture Contractor, the CFIA will be considered to have given notice to all members of the joint venture Contractor; and
  - (c) all payments made by the CFIA to the representative of the joint venture Contractor will act as a release by all the members.
- 15.3 All the members agree that the CFIA may terminate the Contract in its discretion if there is a dispute among the members that, in the CFIA's opinion, affects the performance of the Work in any way.
- 15.4 All the members of the joint venture Contractor are jointly and severally or solidarily liable for the performance of the entire Contract.
- 15.5 The Contractor acknowledges that any change in the membership of the joint venture (i.e. a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions (referenced in Section 4).

**16. Changes to the Tables of the Tender and Acceptance Form**

- 16.1 No changes can be made to the tables contained herein unless prior written approval has been provided by the Contracting Authority or his/her designated representative, in accordance with the amendment provisions of the General Conditions (referenced in Section 4) of the Contract.

**17. Changes to the Scope of Work**

- 17.1 No changes to the scope of Work can be made unless prior written approval has been provided by the Contracting Authority or his designated representative, as applicable, in accordance with the General Conditions (referenced in Section 4) of the Contract.

**18. Replacement of Specific Individuals**

- 18.1 The Contractor must provide the services of those individuals identified in the Contract to perform the Work unless the Contractor is unable to do so for reasons beyond its control.
- 18.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to the CFIA. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
- (a) the name, qualifications and experience of the proposed replacement; and



- (b) proof that the proposed replacement has the required security clearance granted by the CFIA, if applicable.

18.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with section 18.2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

## 19. Subcontracts

19.1 If no subcontractor has been identified in the table contained in Section B (Part 1, section 2) at the time of the award of the Contract, the Contractor must, if it wants to subcontract any part of the work, obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. If any subcontractor has been identified in the table in question at the time of the award of the Contract, and if the Contractor wants to replace any such subcontractor or to add any new subcontractor, the Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work.

19.2 In any subcontract, the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to the CFIA than the conditions of the Contract.

19.3 Even if the CFIA consents to a subcontract, the Contractor is responsible for performing the Contract and the CFIA is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

19.4 In the Contractor's opinion the subcontractors named hereunder are reliable and competent to perform that part of the work for which each is listed.

## 20. Conduct of the Work

20.1 The Contractor represents and warrants that:

- (a) it is competent to perform the Work;
- (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
- (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.

20.2 The Contractor must:

- (a) perform the Work diligently and efficiently;
- (b) except for Government Property, supply everything necessary to perform the Work;
- (c) use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
- (d) select and employ a sufficient number of qualified people;
- (e) perform the Work in accordance with standards of quality acceptable to the CFIA and in full conformity with the Specifications and all the requirements of the Contract;
- (f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.



- 20.3 The Work must not be performed by any person who, in the opinion of the CFIA, is incompetent, unsuitable or has been conducting himself/herself improperly.
- 20.4 All services rendered under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor is required to correct or replace the Work or any part of the Work, it will be at no cost to the CFIA.
- 20.5 The CFIA's facilities and personnel are not available to the Contractor to perform the Work unless the Contract specifically provides for it. The Contractor is responsible for advising the Project Leader in advance if it requires access to the CFIA's facilities or personnel to perform the Work. The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.
- 20.6 Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to the applicable terms of the Contract, the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.
- 20.7 The Contractor must provide all reports that are required by the Contract and any other information that the CFIA may reasonably require from time to time.
- 20.8 The Contractor is fully responsible for performing the Work. The CFIA will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by the CFIA unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

## **21. Specifications and Drawings**

- 21.1 All specifications and drawings provided by the CFIA or on behalf of the CFIA to the Contractor in connection with the Contract belong to the CFIA and must be used by the Contractor only for the purpose of performing the Work.

## **22. Entire Agreement**

- 22.1 The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.





**D- ACKNOWLEDGEMENT AND CERTIFICATIONS OF THE BIDDER**

By submitting a tender, the Bidder agrees, acknowledges and certifies that:

1. The tender  is /  is not (place check mark (✓) in the applicable box) submitted as a joint venture. (If the Bidder is a joint venture, complete Appendix B and submit it with the Tender and Acceptance Form. The Tender and Acceptance Form shall either be signed by all members of the joint venture or by the member that has been duly appointed to act on behalf of all members of the joint venture (as specified in Appendix B attached herein).)
2. It is competent and has the technical, managerial, and financial capabilities to adequately meet all the requirements of the ITT, as applicable
3. All statements and information specified in and accompanying the tender are accurate and factual, and we (the Bidder) are aware that the CFIA reserves the right to verify any information provided in this regard and that untrue statements may result in the tender being declared non-responsive.
4. Should a verification by the CFIA disclose untrue statements, the CFIA shall have the right to treat any contract resulting from this tender as being in default, to take the work out of the Contractor's hands and to take any other action as deemed appropriate by the CFIA, and the CFIA assumes no liability towards the Contractor, its employees, subcontractors, agents or toward any other person for any damage (including indirect or incidental damage).
5. We have read and agree to be bound by the terms and conditions applicable to this ITT and the resulting contract.
6. This Tender and Acceptance Form, together with the attachments, if any, constitutes the complete tender and is made subject to the provisions contained herein.
7. This tender is irrevocable for 60 days after the tender closing date and time, and in the event that bid security is provided with this tender it will be forfeited if the Bidder refuses a contract as a result of this ITT.
8. This complete Tender and Acceptance Form together with and subject to all the provisions contained herein shall, when accepted and executed on behalf of CFIA constitute a binding Contract between the Contractor and the CFIA.



**E- SIGNATURES**

**EXECUTED ON BEHALF OF THE BIDDER (THE CONTRACTOR UNDER ANY RESULTING CONTRACT)**

**by:**

\_\_\_\_\_  
*[Signature of the authorized representative - MANDATORY]*

\_\_\_\_\_  
*[Print name and title]*

\_\_\_\_\_  
*[Date]*

(I declare that I have the authority to bind the Bidder for all applicable purposes under this Tender and Acceptance Form and any resulting contract.)

**in the presence of:**

\_\_\_\_\_  
*[Signature of Witness]*

\_\_\_\_\_  
*[Print name and title of Witness]*

Space is provided below for other persons to sign, if applicable, or, if necessary, bidders can attach a separate sheet for other persons to sign (especially if required in the case of a joint venture Bidder where no representative has been identified in accordance with Appendix B; in such a case, the signature of all members of the joint venture is required):

\_\_\_\_\_  
(Name - Print)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name - Print)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**ACCEPTED AND EXECUTED ON BEHALF OF THE CFIA**

**by:**

\_\_\_\_\_  
*[Signature of the authorized representative]*

\_\_\_\_\_  
*[Print name and title]*

\_\_\_\_\_  
*[Date]*



## APPENDIX B

### JOINT VENTURE CERTIFICATION

A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement.

**NOTE TO BIDDERS:** If the space provided below to fill in the requested information is not sufficient, please attach to this Appendix B additional page(s) as necessary to complete with all relevant information. It is requested to Bidders who bid as a joint venture to confirm in section D of the Tender and Acceptance Form (Appendix A) that the tender is submitted as a joint venture, and to complete this Appendix B with the following information:

1. **Composition of joint venture:** (names and addresses of **all** members of the joint venture and the Procurement Business Number (PBN) of each member of the joint venture):
  - \_\_\_\_\_ PBN: \_\_\_\_\_
  - \_\_\_\_\_ PBN: \_\_\_\_\_
  - \_\_\_\_\_ PBN: \_\_\_\_\_
  - \_\_\_\_\_ PBN: \_\_\_\_\_
2. **The name of the representative of the joint venture, i.e., the member appointed by the other members to act on their behalf, if applicable:** \_\_\_\_\_
3. **The name of the joint venture, if applicable:** \_\_\_\_\_
4. **Type of joint venture** (check mark (✓) applicable box):
  - incorporated joint venture
  - contractual joint venture
  - other

The Tender and Acceptance Form (Appendix A) and this Appendix B must be signed by all members of the joint venture unless a representative of the joint venture has been appointed to represent all members of the joint venture.

The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the tender and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarity liable for the performance of any resulting contract.

**Signature of all members of the joint venture or of the representative of the joint venture, as applicable:**

_____	_____	_____
(Print name)	(Signature)	Date

_____	_____	_____
(Print name)	(Signature)	Date





INVITATION TO TENDER/APPEL D'OFFRES

**APPENDIX C**  
**CONTRACT ADMINISTRATION FORMS**  
**FORMUAIRES D'ADMINISTRATION DE CONTRAT**

**1. INTERIM CERTIFICATE OF COMLETION/CERTIFICAT PROVISOIRE  
D'ACHÈMENT**

**2. CERTIFICATE OF COMPLETION STATUTORY  
DECLARATION/CERTIFICAT D'ACHÈVEMENT  
DÉCLARATION SOLENNELLE**

**3. REQUEST FOR CONTRACT/DEMANDE DE PAIEMENT CONSTRUCTION**

**4. FINAL CERTIFICATION OF COMPLETION/CERTIFICAT DÉFINITIF  
D'ACHÈVEMENT**



**INVITATION TO TENDER/APPEL D'OFFRES**

Contract No. / N° de contrat
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**INTERIM CERTIFICATE OF COMPLETION**

**CERTIFICAT PROVISoire D'ACHÈVEMENT**

<b>PROJECT</b> PROJET	
<b>CONTRACTOR</b> (Name and Address) <b>ENTREPRENEUR</b> (Nom et adresse)	

**Certification**

I CERTIFY that, effective the / Je certifie qu'au, (date) \_\_\_\_\_  
the work under this contract was substantially complete, except for the portion of the work not completed to my satisfaction, listed under Part 2 of this certificate. /  
les travaux sous ce contrat sont substantiellement complétés, à l'exception du travail non complété à ma satisfaction et décrit en partie 2 de ce certificat.

Certified by / Certifier par \_\_\_\_\_

Engineer / Ingénieur

Date

**Defects, Faults, Incompleted Work, etc. / Défauts, travaux non complétés, etc...**

Item No. N° de l'article	Class of Labour, Plant or Material (As per Unit Price Table) Classe de main-d'oeuvre, d'installation et de matériel (selon le tableau des prix unitaires)	Estimated Cost of Completing Coût estimatif pour compléter le travail	
		Defects and Faults Vices et Défauts	Incompleted Work Travail Incomplet
	<b>Sub-Totals</b> <b>Sous-total</b>		

	<b>Total to be Retained</b> <b>Total à être retenu</b>
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INVITATION TO TENDER/APPEL D'OFFRES

Province or Territory  
Province ou Territoire

CERTIFICATE OF COMPLETION  
STATUTORY DECLARATION

CERTIFICAT D'ACHÈVEMENT  
DÉCLARATION SOLENNELLE

IN THE MATTER of a contract between HER MAJESTY  
THE QUEEN, in Right of Canada, and

DANS L'AFFAIRE d'un contrat entre SA MAJESTÉ  
LA REINE du chef du Canada et

Insert full name of Contractor / Indiquer le nom de l'entrepreneur

herein referred to as "the Contractor," for

ci-après désigné « l'Entrepreneur » pour

State contract name & number / Indiquer les nom et numéro du contrat

Dated the / Fait le \_\_\_\_\_ day of / jour de \_\_\_\_\_ in the year / dans l'année \_\_\_\_\_ and / et :

IN THE MATTER OF the Interim Certificate  
of Completion relating thereto.

DANS L'AFFAIRE du certificat d'achèvement  
provisoire s'y rapportant.

TO WIT / DÉCLARATION

I, / Je, \_\_\_\_\_ of, / de \_\_\_\_\_  
Print or type full name of Declarant / Indiquer le nom du déposant  
Declarant's Address / Adresse du déposant

do solemnly declare / déclare solennellement

(1) That I am / Que je suis

Print or type Declarant's title or position with the Contractor or state that Declarant is the Contractor  
Indiquer la qualité du déposant ou que le déposant est l'entrepreneur

and, as such, have a personal knowledge of the said  
contract and of the facts and matters stated herein

et que, de ce fait, je suis personnellement au courant  
dudit contrat et des faits et affaires mentionnés à la  
présente.

(2) That for the work contracted for, all the contractor's  
lawful obligations with respect to:

(2) Qu'à l'égard des travaux visés par le marché,  
l'entrepreneur a satisfait à toutes ses obligations,  
et s'en voit libérer, relativement :  
a) Aux conditions de travail;  
b) Aux sous-entrepreneurs et aux fournisseurs;  
c) À l'inscription et au paiement de toutes les taxes  
dans la province des travaux.

- a) The Labour Conditions;
- b) Subcontractors and Suppliers of material; and
- c) Registering and paying all provincial sales tax in  
the Province of the work; are fully discharged.

And I make this SOLEMN DECLARATION  
conscientiously believing it to be true, and knowing that  
it is of the same force and effect as if made under  
oath, and by virtue of the CANADA EVIDENCE ACT.

Et je fais cette DÉCLARATION SOLENNELLE, la  
croyant consciencieusement vraie et sachant qu'elle a  
la même force et le même effet que si elle était sous  
serment et en application de la LOI SUR LA PREUVE  
DU CANADA.

Declarant's - Signature - du déposant

DECLARED before me at / DÉCLARÉ devant moi à \_\_\_\_\_  
this / ce \_\_\_\_\_ day of / jour de \_\_\_\_\_ in the year / dans l'année \_\_\_\_\_

Signature of person before whom declaration is made  
Signature de la personne recevant la déclaration

Print name of person before whom declaration is made  
Inscrire le nom de la personne recevant la déclaration



INVITATION TO TENDER/APPEL D'OFFRES

Contract Serial No. / N° de contrat
Request No. / N° de la demande

**REQUEST FOR CONTRACT  
PAYMENT - CONSTRUCTION**

**DEMANDE DE PAIEMENT  
CONSTRUCTION**

Contractor's Name and Address / Nom et adresse de l'entrepreneur	Date	Period of work covered by this claim Cette demande couvre la période de travail	
	Contract Value (GST included) Valeur du contrat (TPS inclus)	GST-HST No. N° TPS-TVH	
Contractor's Report of progress (if more space is required, please use separate sheet) and attach interim or Final Certificate of Completion Rapport sur le progrès du travail de l'entrepreneur (utiliser une feuille additionnelle si nécessaire) et joindre le certificat d'achèvement provisoire ou définitif			
Description: (Expenditures are to be claimed in accordance with the contract UNIT PRICE TABLE) (Dépenses doivent être réclamées selon le TABLEAU DES PRIX UNITAIRES dans le contrat)	Current Request Cette demande (A)	Total Previous Requests Total des demandes antérieures (B)	Total to Date Total actuel (A+B)
Sub Total / Sous-total			
Less % Holdback / Moins retenu de % _____			
Total			
GST-HST on Total / TPS-TVH sur Total			
GST-HST on Holdback / TPS-TVH sur Retenu			
Percentage of the work completed Pourcentage du travail complété _____	Amount Due / Montant dû		
_____ Signature		_____ Date	

This request for payment must be accompanied by an interim or final certificate of completion signed by CFIA representative

Cette demande de paiement doit être accompagnée du certificat d'achèvement provisoire ou définitif signé par le représentant de l'ACIA





## INVITATION TO TENDER/APPEL D'OFFRES

Contract No. / N° de contrat

### FINAL CERTIFICATE OF COMPLETION

### CERTIFICAT DÉFINITIF D'ACHEVÈMENT

<b>PROJECT PROJET</b>	
<b>CONTRACTOR (Name and Address) ENTREPRENEUR (Nom et adresse)</b>	

**Certification**

I CERTIFY that, effective the / Je certifie qu'au, (date) \_\_\_\_\_  
the work under this contract was substantially complete, except for the portion of the work not completed to my satisfaction, listed under Part 2 of this certificate. /  
les travaux sous ce contrat sont substantiellement complétés, à l'exception du travail non complété à ma satisfaction et décrit en partie 2 de ce certificat.

Certified by / Certifier par \_\_\_\_\_

\_\_\_\_\_

Engineer / Ingénieur

\_\_\_\_\_

Date

**Defects, Faults, Incompleted Work, etc. / Défauts, travaux non complétés, etc...**

Item No. N° de l'article	Class of Labour, Plant or Material (As per Unit Price Table) Classe de main-d'oeuvre, d'installation et de matériel (selon le tableau des prix unitaires)	Estimated Cost of Completing Coût estimatif pour compléter le travail	
		Defects and Faults Vices et Défauts	Incompleted Work Travail incomplet
<b>Sub-Totals Sous-total</b>			

	<b>Total to be Retained Total à être retenu</b>
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