



Resulting Contract No.: \_\_\_\_\_

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

**PROJECT TITLE:** Removal and Replacement of Air Handling Unit 301 at CFIA Burnaby Laboratory located at 3155 Willington Green, Burnaby BC

**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 Contractor 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) Air Handling Unit 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 PROJECTS</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	<u>R2810D</u>	(2015-07-09)
GC2 – Administration of the Contract	<u>R2820D</u>	(2016-01-28)
GC3 - Execution and Control of the Work	<u>R2830D</u>	(2015-02-25)
GC4 - Protective Measures	<u>R2840D</u>	(2008-05-12)
GC5 - Terms of Payment	<u>R2850D</u>	(2016-01-28)
GC6 - Delays and Changes in the Work	<u>R2860D</u>	(2016-01-28)
GC7 - Default, Suspension or Termination of Contract	<u>R2870D</u>	(2008-05-12)
GC9 – Contract Security	<u>R2890D</u>	(2014-06-26)
GC10 – Insurance	<u>R2900D</u>	(2008-05-12)

**Supplemental Conditions**

Allowance Costs for Contract Changes Under GC6.4.1	<u>R2950D</u>	(2015-02-25)
GC 3 - Consultant Services	<u>R1220D</u>	(2015-02-25)
Certificate of Insurance Form Appendix D		

- 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: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
- 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 March 31, 2017.
- 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 March 31, 2017.

**6. CFIA Authorities**

- 6.1 The Contracting Authority for the Contract is:  
 Name: Aimée Legault  
 Title: Contracting Officer  
 Name of Organization: CFIA National Procurement and Contracting Service Centre  
 Address: 59 Camelot Drive, Ottawa, ON K1A 0Y9  
 Telephone: 613-773-7672  
 Facsimile: 613-773-7615  
 E-mail address: aimee.legault@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: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 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: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 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 time of bid closing.)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
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. insert contract number:**

CFIA-ACIA  
Insert address  
Telephone:  
Facsimile:  
Attention:  
E-mail address:

**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 (R2900D), the Contractor must comply with the **Commercial General Liability Insurance** requirements referenced in Section (R2900D 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. Insurance Terms

### Insurance Contracts

- (a) The Contractor must, at the Contractor's expense, obtain and maintain insurance contracts in accordance with the requirements of the Certificate of Insurance. Coverage must be placed with an Insurer licensed to carry out business in Canada.
- (b) Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract. 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.



2) Period of Insurance

- (a) The policies required in the Certificate of Insurance must be in force from the date of contract award and be maintained throughout the duration of the Contract.
- (b) The Contractor must be responsible to provide and maintain coverage for Products/Completed Operations hazards on its Commercial General Liability insurance policy, for a period of six (6) years beyond the date of the Certificate of Substantial Performance.

3) Proof of Insurance

- (a) Before commencement of the Work, and no later than thirty (30) days after acceptance of its bid, the Contractor must deposit with Canada a Certificate of Insurance on the form attached herein.
- (b) Upon request by Canada, the Contractor must provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the Certificate of Insurance.

4) Insurance Proceeds

In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.

5) Deductible

The payment of monies up to the deductible amount made in satisfaction of a claim must be borne by the Contractor.

**15. 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.



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

- 16.1 The Contractor confirms that it is a joint venture and that it is comprised of the members listed in Appendix B (Joint Venture Certification).
- 16.2 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.
- 16.3 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.
- 16.4 All the members of the joint venture Contractor are jointly and severally or solidarily liable for the performance of the entire Contract.
- 16.5 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).

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

- 17.1 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.

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

- 18.1 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.

**19. Replacement of Specific Individuals**

- 19.1 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.
- 19.2 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.

19.3 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.

## **20. Subcontracts**

20.1 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.

20.2 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.

20.3 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.

20.4 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.

## **21. Conduct of the Work**

21.1 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.

21.2 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.



- 21.3 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.
- 21.4 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.
- 21.5 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.
- 21.6 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.
- 21.7 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.
- 21.8 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.

## **22. Specifications and Drawings**

- 22.1 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.

## **23. Entire Agreement**

- 23.1 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)

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

**by:**

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

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

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