ACKNOWLEDGEMENT DOCUMENT

Project No.: BN300257_77552

1. TENDER DOCUMENTS
   1.1 Acknowledgement Document
   1.2 STANDARD CONSTRUCTION CONTRACT DOCUMENTS FOR ELECTRONIC BIDDING – Form DCL 250E (included in tender documents by reference. These documents are available on the Defence Construction Canada website at Forms - Defence Construction Canada (dcc-cdc.gc.ca) and on MERX on-line or at 1-800-964-6379).
      1.2.1. Instructions to Tenderers for Electronic Bidding – Form DCL 193E (R2022-06)
      1.2.2. General Conditions – Form DCL 32 (R2022-10)
      1.2.3. Labour Conditions at Labour Conditions - Canada.ca
      1.2.4. Insurance Conditions – Form DCL 243 (R2012-03)
      1.2.5. Insurers Certificate of Insurance – Form DCL 232 (R2019-05)
      1.2.6. Request for Acceptance of Alternative Materials – Form DCL 242 (R2015-11)
      1.2.7. Contractor Performance Evaluation Report Form (CPERF) – Form DCL80 (R2020-08)
      1.2.8. Performance Evaluations Guidelines - Form DCL 81 (R2020-06)
   1.3 Tender submitted through the Electronic Bidding System
   1.4. Defence Construction Canada Procurement Code of Conduct (R2017-01)
   1.5. Drawings, Specifications and Addenda thereto
   1.6. Amendments, Notices, and Minutes of Meetings issued prior to Tender Closing

   NOTE TO BIDDERS: Search DCL 250E on MERX to get the DCC Standard Construction Contract Documents for Electronic Bidding or download them from the DCC website at Forms - Defence Construction Canada (dcc-cdc.gc.ca)

2. We, having informed ourselves fully of the conditions relating to the Work to be performed, having full knowledge of the site conditions and having carefully examined the plans and specifications and all the terms and covenants of the Tender Documents (IT BEING UNDERSTOOD AND AGREED THAT FAILURE TO HAVE DONE SO WILL NOT RELIEVE US OF OUR OBLIGATION TO ENTER INTO A CONTRACT AND CARRY OUT THE WORK FOR THE CONSIDERATION SET OUT HEREAFTER) do tender and offer to perform the said Work in strict accordance with the said documents and such further details, plans and instructions as may be supplied from time to time and to furnish to His Majesty the King in Right of Canada, all materials, plant, machinery, tools, labour and things necessary for the construction or carrying out and proper completion of the said Work for the sums in Canadian dollars stated in our Tender submitted through the Electronic Bidding System.
3. We understand that the *Work* must reach Substantial Completion no later than **217** calendar days after notification of contract award and that the *Work* must reach Completion no later

than **35** calendar days after the date of Substantial Completion. If our Tender is accepted, we agree to start work immediately upon notification of contract award and to work vigorously and continuously to complete the *Work* within this prescribed time.

4. We understand and agree that all applicable taxes, duties, permits and fees are our responsibility and are included in our Tendered Price. The exceptions to the foregoing are the Goods and Services Tax (GST), Harmonized Sales Taxes (HST) and the Quebec Sales Tax (QST), which will be paid to the contractor in addition to any amounts due under the contract, and the British Columbia, Manitoba and Saskatchewan Provincial Sales Taxes (PST), which Defence Construction Canada is exempt from paying.
5. It is understood and agreed that, with respect to Building Permits only, Form DCL32 - General Conditions' paragraphs pertaining to Law, Permits and Taxes, inclusive, shall not apply.
6. We certify that Bid Security, if required, in one of the forms outlined in paragraph 5 of the Form DCL193E - Instruction to Tenderers for Electronic Bidding, accompanies this Tender.
7. It is understood and agreed that in the event of this Tender being accepted within 30 (thirty) calendar days of the date and time stated for closing of tenders and our failing or refusing to carry out the contract in accordance with the terms of our Tender, our bid security, if required by the tender, (i) if in the form of a wire transfer, shall be forfeited to His Majesty the King in Right of Canada, or (ii) if in the form of a Bid Bond, the Bonding Company shall be liable in accordance with the terms of the Bond.
8. It is further understood and agreed that notwithstanding (i) the forfeiture of the wire transfer or (ii) the liability of the Bonding Company, His Majesty shall be entitled to the payment of any additional amounts that may be required to meet the cost of all loss and damage suffered by His Majesty by reason of our default in carrying out the contract.
9. We certify that the modifications set forth in the Amendment(s) to the tender documents are reflected in our tender price.
10. We certify that we have read, have complied with and will continue to comply with DCC's Procurement Code of Conduct at all times during the implementation of the *Work*.
11. By submitting this tender, we agree to provide, upon request from DCC, the names of our owners, directors, officers and controlling shareholders as well as a written consent for a criminal record check for these individuals. We understand that failure to do so will result in the rejection of our tender and be cause for default of the contract.
12. We understand that we are ineligible for contract award where it has been so determined by Public Services and Procurement Canada under the *Ineligibility and Suspension Policy* and that the period of ineligibility or suspension has not expired.
13. By submitting this tender, we are providing our consent, pursuant to section 30 of the *Defence Production Act*, for DCC to publicly disclose, after closing, our legal name, address and total tendered price.
14. We certify that we are in possession of all the tender documents listed in paragraph 1 above.
15. We certify that we have the legal capacity to enter into a contract and we are in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and

regulations applicable to the submission of such tender and the entering into of any ensuing contract for the performance of the *Work*.

16. By submitting this tender, the individual submitting the tender on the Electronic Bidding System certifies that they are authorized to submit the tender on behalf of the corporation, partnership, joint venture or sole proprietorship to which said tender pertains and to legally bind such entity or in the case of a joint venture, the members thereof.