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

### **PROJECT TITLE:**

**Removal and Replacement of Air Handling Unit 301 at CFIA Burnaby Laboratory  
located at 3155 Willingdon Green, Burnaby BC**

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

**November 3, 2016 @ 1:00 p.m. hours (PST)**

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### **COURRIER TENDER TO**

**Canadian Food Inspection Agency (CFIA)**

**Aimée Legault**

**59 Camelot Drive**

**Ottawa ON**

**K1A 0Y9**

**ITT # G0412**

### **IMPORTANT NOTICE TO BIDDERS**

**Tenders must be delivered to the address 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



<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R/R2900D/2>

Certificate of Insurance Appendix D

SACC Manual

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

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 (2015-07-03) General Instructions to Bidders. Reference to R2710T, GI08 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**  
**APPENDIX C – CONTRACT ADMINISTRATION FORMS**  
**APPENDIX D – CERTIFICATE OF INSURANCE**  
**SCHEDULE 1 – WORK SPECIFICATION**  
**SCHEDULE 2 – DRAWINGS**

## **PART 1 – GENERAL INFORMATION**

### **1. Summary**

- 1.1 Only one contract may result from this competitive ITT. Work under the resulting contract will involve the Removal and Replacement of the Air Handling Unit 301 at CFIA Burnaby Laboratory. The Canadian Food Inspection Agency (CFIA), Burnaby Laboratory, 3155 Willingdon Green, Burnaby BC, V5G 4P2, as detailed in Schedule 1 (Work Specifications CFIA Burnaby Lab – Replacement of Air Handler 301).
- 1.2 The work under any resulting contract is to be completed no later than **March 31, 2017**.

### **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 \$ 510,000.00 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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2015-07-03) 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:

Aimée Legault

Contracting Officer

TEL: 613-773-7672

E-mail: [aimee.legault@inspection.gc.ca](mailto:aimee.legault@inspection.gc.ca)

- 8.2 All Enquiries must be received prior to 13:00 hours, Ottawa time, **2 (two) 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 Bidder 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

- 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: October 27, 2016 at 10:00 a.m. (Pacific Standard Time)**

**Location: CFIA Burnaby Laboratory - 3155 Willingdon Green, Burnaby BC, V5G 4P2**

**Contact on site:** Name to be provided upon confirmation of attendance

- 12.2 Bidders should communicate in writing with the Contracting Authority (by e-mail to: [aimee.legault@inspection.gc.ca](mailto:aimee.legault@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

- 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 R2900D (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 R2900D 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.