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Public Works and Government Services Canada  
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5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6  
Bid Fax: (780) 497-3510

**Revision to a Request for Supply  
Arrangement - Révision à une demande  
pour un arrangement en matière  
d'approvisionnement**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

**Comments - Commentaires**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada  
Telus Plaza North/Plaza Telus Nord  
10025 Jasper Ave./10025 ave Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6

<b>Title - Sujet</b> Laboratory Analysis		
<b>Solicitation No. - N° de l'invitation</b> EW479-130790/A		<b>Date</b> 2012-09-10
<b>Client Reference No. - N° de référence du client</b> EW479-130790		<b>Amendment No. - N° modif.</b> 001
<b>File No. - N° de dossier</b> EDM-2-35108 (002)	<b>CCC No./N° CCC - FMS No./N° VME</b>	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$EDM-002-9505		
<b>Date of Original Request for Supply Arrangement</b> <b>Date de demande pour un arrangement en matière d'app. originale</b>		2012-08-15
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-09-26</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Daylight Saving Time MDT
<b>Address Enquiries to: - Adresser toutes questions à:</b> Scott, Jasmine		<b>Buyer Id - Id de l'acheteur</b> edm002
<b>Telephone No. - N° de téléphone</b> (780) 497-3578 ( )		<b>FAX No. - N° de FAX</b> (780) 497-3510
<b>Delivery Required - Livraison exigée</b>		
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>		
<b>Security - Sécurité</b> This revision does not change the security requirements of the solicitation. Cette révision ne change pas les besoins en matière de sécurité de l'invitation.		

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Acknowledgement copy required</b> <b>Accusé de réception requis</b>	<b>Yes - Oui</b> <input type="checkbox"/>	<b>No - Non</b> <input type="checkbox"/>
<b>The Offeror hereby acknowledges this revision to its Offer.</b> <b>Le proposant constate, par la présente, cette révision à son offre.</b>		
<b>Signature</b>	<b>Date</b>	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
<b>For the Minister - Pour le Ministre</b>		

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**Title:** Request for Supply Arrangement Laboratory Analysis

This amendment #001 is raised to answer questions for solicitation EW479-130790/A as follows:

**QUESTION 1:** Are mandatory discount percentages required regardless of the number of samples to be analysed? Or is the discount percentage meant to account for bulk discounts? Please clarify.

**ANSWER 1:** It is mandatory that Suppliers provide a discount percentage regardless of the number of samples being analyzed.

**QUESTION 2:** We do not provide services for all of the aquatic life analyses listed in tables B and D. Please confirm that we do not need to provide discount percentages for all the aquatic life (zooplankton, phytoplankton, benthic macroinvertebrates, benthic algae) listed in the tables, but only those aquatic life analyses that we offer.

**ANSWER 2:** Please see revised Basis of Payment to allow for Supplier's to provide discount percentages for one or more of the Aquatic Life Analysis listed in this category.

**QUESTION 3:** Is there an annual dollar maximum to the supply offer?

**ANSWER 3:** Yes. The estimated funding for this Request for Supply Arrangement is \$5,000,000.00 per year. This disclosure does not commit Canada to the estimated amount of funding.

**QUESTION 4:** Is PWGSC able to provide the proportion of annual usage by region and user?

**ANSWER 4:** No. PWGSC is unable to provide this requested proportion of annual usage by region and user.

**QUESTION 5a):** Can a bidder bid on 1 or 2 sections only, or must all 3 sections be bid to be qualified as a supplier?

**ANSWER 5a):** Yes. The Supplier can bid on one and/or more categories (e.g., water and waste water, sediment and soil, aquatic life).

**QUESTION 5b):** With respect to the Statement of Work, Part 6. Scope of Work, A) Laboratory Services the contaminant analysis in Section iii) Aquatic Life can a bidder bid on just the contaminant analysis portion of Section iii) since the chemistry is similar in approach to Sections i) and ii)? Since that sort of work really falls in line with the chemistry work for water, sediment, soil and tissues and is much less related to the other Aquatic Life work from an analytical perspective, can a lab just bid on that particular work within the Aquatic Life section and not the rest of the Aquatic Life work?

**ANSWER 5b):** Yes. The Supplier can choose to bid on one component of the category of "Aquatic life". If the Supplier chooses to do so, they must be provide discount percentages in Tables B and D under the sub-section title: "All other types of Aquatic Life Analysis, not listed above, including but not limited to fish and marine mammals". Please refer Annex "B", Basis of Payment.

**QUESTION 6:** If there are multiple labs awarded for each of sections I, ii and iii are these labs ranked in any order of preference for users?

**ANSWER 6:** Each Supply Arrangement awarded for each category of analysis will not be ranked. However, Departments, Agencies and/or Crown corporations, may use evaluation criteria to rank and select a Supply Arrangement Holder for a particular contract under the Supply Arrangement. Please refer to Part 6, B) Bid Solicitation for Identified Users, 2) Bid Solicitation Process, 2.2 of the Request for Supply Arrangement.

**QUESTION 7:** With respect to after hours and urgent service, the RFP indicates that proponents are to provide a discount off the fee guide. After hours and urgent service are typically surcharged and not discounted. Is it acceptable to provide a surcharge instead of a discount for after hours or urgent service and how should this be shown in Tables A through D of Annex B?

**ANSWER 7:** No. Suppliers are required to identify discount percentage for after hours and urgent services as per Annex "B", Basis of Payment.

**QUESTION 8:** Please confirm what is meant when the RFP states "the Arrangement" in Parts 3, 4 and 5 of the solicitation. Does this mean when a laboratory is notified it was successful and is named to the supply list or does it mean when the laboratory is successful at securing a contract with a user? Then there is reference to the "Supply Arrangement" which I think refers to the contract once we would be on the list. Can you clarify if my assumptions are correct?

**ANSWER 8:** "The Arrangement" in Parts 3, 4 and 5 of the solicitation refer to your proposal submitted at solicitation close. Supply Arrangement refers to a Supplier meeting all the requirements of the solicitation and being awarded a Supply Arrangement.

**QUESTION 9:** On page 21 as part of C) Quality Assurance and Quality Control Program it is indicated that "The laboratory is to provide the Supply Arrangement Authority with a copy of their analysis methods at the outset of the arrangement and a copy of any new or revised analysis methods during the life of the arrangement." Does this mean that the laboratory is to submit analysis methods with their bid submission or are analysis methods to be provided after the laboratory has signed an arrangement with PWGSC?

**ANSWER 9:** No. The laboratory must submit a copy of their analysis methods to the Supply Arrangement Authority (PWGSC) once they are awarded a Supply Arrangement.

**QUESTION 10:** Are users defined strictly as PWGSC or other federal government departments or employees?

**ANSWER 10:** No. As stated in Part 6 – Supply Arrangement and Resulting Contract Clauses, Article 5 "The Identified Users include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11."

**QUESTION 11:** Will contracts/arrangements be made directly with PWGSC or other federal government departments?

**ANSWER 11:** Contracts will be made directly with the Government Departments, Agencies or Crown Corporations.

**QUESTION 12:** It states (page 21) that we are to supply sample jars, coolers, solvents etc to transport the samples to the lab (section G).

**ANSWER 12:** The Statement of Work has been revised to provide the Government Department, Agency, or Crown Corporation the option of requesting that the Supplier provide sample containers, associated equipment, and necessary reagents. The decision on whether the Government Department, Agency, or Crown Corporation will request this from the Supplier will be determined on a contract-by-contract basis and will be a condition specified when contracts are made between the Government Departments, Agencies or Crown Corporations and the Supplier.

**DELETE:** On page 21 of 34, G) Special Requirements

**INSERT:** On page 21 of 34, revised G) Special Requirements:

#### **G) Special Requirements**

The Identified User will request the Supplier to investigate and rectify any discrepancies that may be discovered to the satisfaction of that Identified User. The Supplier must obtain and maintain all permits, licenses and certificates of approval required for the work to be performed under any applicable federal, provincial or municipal legislation. The Supplier will be responsible for any charges imposed by such legislation or regulations. Upon request, the Supplier must provide a copy of any such permit, license, or certificate to Canada.

At the request of the Government Department, Agency, or Crown Corporation, the Supplier may be asked to provide all sample containers, associated equipment, and necessary reagents, including, but not limited to:

- a. Sample jars, bottles, plastic bags
- b. Coolers for transporting samples
- c. Applicable preservatives and solvents

If requested by the Government Department, Agency, or Crown Corporation, sample containers, shipping costs and any other associated costs are not to be included in the direct sample price less the discount percentage. These costs will however, be reimbursed at actual costs with NO mark-up. Receipts MUST be provided with invoices and will be specified in any resultant contract(s) issued in accordance with this Supply Arrangement.

If requested by the Government Department, Agency, or Crown Corporation, the Supplier will provide transportation of the sample containers and necessary and requested sampling or preservation supplies to the location specified by the Identified User awarding the contract against the Supply Arrangement except in those instances where pick up arrangements are made.

Return shipping will be the responsibility of the Identified User and may include the request for a return shipping label from the Supplier. All shipping costs are to be billed separately as disbursements at actual cost with NO mark-up supported by receipts.

If requested by the Government Department, Agency, or Crown Corporation, Packaging for transportation is to be provided by and is the responsibility of the Supplier and must be in accordance with current Transportation Canada Regulations, including, and where applicable, requirements under the Transportation of Dangerous Goods Act (TDG).

**QUESTION 13:** Under section E it states that if samples become adulterated during shipping that it is our responsibility to cover the cost of replacing those samples. I do not see how we can possibly agree to being responsible for providing a client with vials in the arctic as well as coolers to ship the samples? Can you provide me with some insight? Am I interpreting this correctly and does it make sense?

**ANSWER 13:** The Supply Arrangement has been revised so that the Supplier is responsible only for "Any cost resulting from retesting that is required as a result of Supplier damage or adulteration to samples during handling and storage at the location of work of the Supplier".

**DELETE:** On page 21 of 34, E) Retesting

**INSERT:** On page 21 of 34, revised E) Retesting:

#### **E) Retesting**

Any cost resulting from retesting that is required as a result of Supplier damage or adulteration to samples handling and storage at the location of work of the Supplier will be the responsibility of the Supplier. Alternatively, if retesting is due to errors made by the Identified User, then that Identified User will be responsible for the costs associated with repeating the analysis as per the Basis of Payment, Annex "B".

**QUESTION 14:** Can you please clarify 2.2, The Selection Process for Identified Users? This is on page 14, section 2.2. Specifically, please provide some clarity as to when the laboratory discounted prices would be used in selection (as per the mandatory requirement of a lab to provide a discount percentage). Is this discounted pricing only used for projects up to an estimated cost of \$24,999.00? For projects of \$25,000 to \$76,599.00 and \$76,000.00 to \$400,000.00 do labs on the SA list provide independent price quotes based on terms of the project instead?

**ANSWER 14:** The discount percentages outlined in Annex "B", Basis of Payment will be used for all requirements valued at \$0.00 - \$400,000.00 GST included. The evaluation procedure and basis of selection for each requirement under the SA will be unique to each bid solicitation issued by the Identified User.

**QUESTION 15:** Under Annex F – Page 33 Section B3: as part of the technical evaluation, are we supposed to submit a current copy of our published price lists under Section I –Technical Arrangement? It seems contradictory to Part 3 – Arrangement Preparation Instructions page 5 outlining that prices must appear in the Financial Arrangement only.

**ANSWER 15:** The Supplier must submit at solicitation close a current copy of their regular, seasonal and sale catalogues or current published price lists with the Arrangement as a mandatory requirement. Part 3 – Arrangement Preparation in the solicitation is regarding the discount percentages a Supplier will submit for in accordance with Annex "B", Basis of Payment – the financial arrangement.

## ANNEX "B"

### BASIS OF PAYMENT (*Revised*)

- **It is MANDATORY that Suppliers submit a discount percentage for one or more of the following categories:** i) Water and Waste Water, ii) Sediment and Soil, and iii) all Aquatic Life listed below for this Arrangement. Suppliers are not obligated to submit discount percentages for all categories, only categories for which they can perform work under.
- Discount percentages are to remain firm for the period of the Supply Arrangement.
- Analyses of some components of Aquatic Life are often highly tailored to the Identified User needs depending on the type of Aquatic Life (e.g., phytoplankton versus zooplankton) and how it is described (e.g., density versus biomass). Thus, to provide an increased level of clarity and flexibility to the Supplier and the Identified User using the SA, the category of "Aquatic Life" has been separated from categories: i) Water and Waste Water and ii) Sediment and Soil.
  - **For the Aquatic Life Analysis Category, Suppliers may submit discount percentages for one or more of the analyses listed (e.g. zooplankton, phytoplankton) for which they can perform work under.**
- Percentage Discounts for work performed during normal working hours will be the Supplier's regular, seasonal and sale catalogues or current published price lists, less a discount percentage, Table A & B below.
- Percentage Discount for After Hours Service and Urgent Service will be the Supplier's regular, seasonal and sale catalogues or current published price lists cost, less a discount percentage, Table C & D below.
- Sample containers, shipping costs and any other associated costs are not to be included in the direct sample price less the discount percentage. These costs will however, be reimbursed at actual costs with NO mark-up. Receipts MUST be provided with invoices and will be specified in any resultant contract(s) issued in accordance with this Supply Arrangement.
- GST is not to be included in the prices but will be added as a separate item to any invoice issued against any contract issued Against the Supply Arrangement.
- Following issuance of a Supply Arrangement, it is the Supplier's responsibility to supply and update price lists and/or catalogues. The Supplier must send any updated price lists and/or catalogues to the Supply Arrangement Authority at the address stated in the Supply Arrangement. Upon request, the Supplier must provide one (1) copy of its catalogue and price list and updates to any Identified User requesting a copy.

**Work Performed During Normal Working Hours:****Table A**

<b>LABORATORY ANALYSIS CATEGORIES:</b>	<b>Discount %</b>
i. Water and Waste Water	_____ %
ii. Sediment and Soil	_____ %

**Table B**

<b>iii. AQUATIC LIFE ANALYSIS CATEGORY:</b>	<b>Density Discount %</b>	<b>Biomass Discount %</b>
Zooplankton	_____ %	_____ %
Phytoplankton	_____ %	_____ %
Benthic Macroinvertebrates	_____ %	_____ %
Benthic Algae	_____ %	_____ %
All other types of Aquatic Life Analysis, not listed above, including but not limited to fish and marine mammals.	_____ %	_____ %

Solicitation No. - N° de l'invitation  
EW479-130790/A

Client Ref. No. - N° de réf. du client  
EW479-130790

Amd. No. - N° de la modif.  
001

File No. - N° du dossier  
EDM-2-35108

Buyer ID - Id de l'acheteur  
edm002

CCC No./N° CCC - FMS No/ N° VME

## Work Performed After Hours Service and/or Urgent Service:

**Table C**

<b>LABORATORY ANALYSIS CATEGORIES:</b>	<b>After Hours Service</b> (Monday to Friday 01800 to 0800 Local Time) <b>Discount %</b>	<b>Urgent Service</b> (weekends and/or statutory holidays) <b>Discount %</b>
i. Water and Waste Water	_____ %	_____ %
ii. Sediment / Soil	_____ %	_____ %

**Table D**

	<b>Density Analysis</b>		<b>Biomass Analysis</b>	
<b>iii. AQUATIC LIFE ANALYSIS CATEGORY:</b>	<b>After Hours Service</b> (Monday to Friday 01800 to 0800 Local Time) <b>Discount %</b>	<b>Urgent Service</b> (weekends and/or statutory holidays) <b>Discount %</b>	<b>After Hours Service</b> (Monday to Friday 01800 to 0800 Local Time) <b>Discount %</b>	<b>Urgent Service</b> (weekends and/or statutory holidays) <b>Discount %</b>
Zooplankton	_____ %	_____ %	_____ %	_____ %
Phytoplankton	_____ %	_____ %	_____ %	_____ %
Benthic Macroinvertebrates	_____ %	_____ %	_____ %	_____ %
Benthic Algae	_____ %	_____ %	_____ %	_____ %
All other types of Aquatic Life analyses not listed above including but not limited to fish and marine mammals.	_____ %	_____ %	_____ %	_____ %

If your proposal has already been submitted, you may wish to revise it. Revisions to your proposal must be submitted in a sealed envelope with the contents clearly identified on the outside of the envelope. Any revisions to your proposal must be received by the Bid Receiving Unit on or before the time and date stated on page 1 of this document. Any revisions to your proposal received after the closing date and time will be considered late and will be returned unopened.