

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Public Works and Government Services Canada
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave. Jaspe
5th floor/5e étage
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510**

Request For Supply Arrangement - Demande pour un arrangement en matière d'approvisionnement

Offer to: Department of Public Works and Government Services

We hereby offer to provide to Canada, as represented by the Minister of Public Works and Government Services, in accordance with the terms and conditions set out herein or attached hereto, the goods, services, and construction detailed herein and on any attached sheets.

Offre au: Ministère des Travaux publics et des Services
gouvernementaux

Nous offrons par la présente de fournir au Canada, représenté par le ministre des Travaux publics et des Services gouvernementaux, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée.

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

Title - Sujet Laboratory Analysis	
Solicitation No. - N° de l'invitation EW479-130790/C	Date 2013-08-13
Client Reference No. - N° de référence du client EW479-130790	GETS Ref. No. - N° de réf. de SEAG PW-\$EDM-002-9909
File No. - N° de dossier EDM-2-35108 (002)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-09-24	Time Zone Fuseau horaire Mountain Daylight Saving Time MDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Scott, Jasmine	Buyer Id - Id de l'acheteur edm002
Telephone No. - N° de téléphone (780)497-3578 ()	FAX No. - N° de FAX (780)497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA TELUS PLAZA N.5TH FL. 10025 JASPER AVE EDMONTON ALBERTA T5J1S6 CANADA	
Security - Sécurité This request for a Supply Arrangement does not include provisions for security. Cette Demande pour un arrangement ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

THIS IS A REFRESH OF SUPPLY ARRANGEMENT # EW479-130790/000/EDM.

This document will serve to REFRESH Request for Supply Arrangement ("RFSA") EW479-130790. The Refresh will allow new suppliers to become qualified and existing qualified suppliers to refresh their rates. Pre-qualified Suppliers do not need to submit an arrangement in order to remain pre-qualified.

New fully compliant suppliers will be issued Supply Arrangements and their names will be added to the existing Supply Arrangement Holder list on the condition that they meet all of the requirements of the original Request for Supply Arrangements, which are included in this document. Current Supply Arrangement Holders will receive an amendment to their existing Supply Arrangement, if applicable.

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EW479-130790/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

edm002

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

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EDM-2-35108

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments and annexes, as follows:

- | | |
|--------|--|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA; |
| Part 3 | Arrangement Preparation Instructions: provides suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement, the security requirement, if applicable, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided; and |
| Part 6 | 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:

6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;

6B, includes the instructions for the bid solicitation process within the scope of the SA;

6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA. |

The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

2. Summary

The Request for Supply Arrangement (RFSA) is required to provide all labour, materials, equipment, tools and supervision necessary to conduct physical, chemical and biological analysis on the following three categories of samples: i) water and waste water; ii) sediment and soil; and iii) aquatic life (e.g. phytoplankton, benthic algae, zooplankton, benthic invertebrates, fish, marine mammals). These services are required for work occurring in the Yukon, Northwest Territories, Nunavut, Alberta, British Columbia, Saskatchewan and Manitoba to be undertaken by Federal Departments and Agencies. The period of the Supply Arrangement will be in effect for a period of four (4) years from date of issue.

There is no maximum to the number of Supply Arrangements that may be awarded as a result of this RFSA.

This procurement is subject to the following Comprehensive Land Claims Agreement(s) (CLCAs):

- Inuvialuit Final Agreement;
- Gwich'in Comprehensive Land Claim Agreement;
- Sahtu Dene and Metis Comprehensive Land Claim Agreement;
- Tlicho Agreement;
- Nunavut Land Claims Agreement; and
- Umbrella Final Agreement - Council for Yukon Indians.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (AIT), the Canada Chile Free Trade Agreement, Canada Peru Free Trade Agreement.

3. Debriefings

After issuance of a supply arrangement, suppliers may request a debriefing on the results of the request for supply arrangements. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of notification that their arrangement was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

PART 2 - SUPPLIER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

The 2008 (2013-06-01) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

Subsection 5.4 of 2008, Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

Delete: sixty (60) days

Insert: one-hundred and twenty days (120) days

2. Submission of Arrangements

Arrangements must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Supply Arrangements.

3. Former Public Servant - Notification

Service contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. Therefore, the bid solicitation will require that you provide information that, were you to be the successful bidder, your status with respect to being a former public servant in receipt of a pension or a lump sum payment, will be required to report this information on the departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with former public servants, Contracting Policy Notice 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

4. Federal Contractors Program for Employment Equity - Notification

The Federal Contractors Program (FCP) for employment equity requires that some contractors make a formal commitment to Human Resources and Skills Development Canada (HRSDC) - Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for employment equity can be found on HRDCS-Labour's website.

5. Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than ten (10) calendar days before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by suppliers to explain each question in sufficient detail in order to enable Canada 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 Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that suppliers do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all suppliers. Enquiries not submitted in a form that can be distributed to all suppliers may not be answered by Canada.

6. Applicable Laws

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the suppliers.

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

1. Arrangement Preparation Instructions

Canada requests that suppliers provide the arrangement in separately bound sections as follows:

Section I: Technical Arrangement (2 hard copies)
Section II: Financial Arrangement (1 hard copy)
Section III: Certifications (1 hard copy)

Prices must appear in the financial arrangement only. No prices must be indicated in any other section of the arrangement.

Canada requests that suppliers follow the format instructions described below in the preparation of the arrangement.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Supply Arrangements.

Section I: Technical Arrangement

Refer to Mandatory technical evaluation criteria in Annex "F".

Section II: Financial Arrangement

Suppliers must submit the financial arrangement in accordance with the Annex "B", Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Financial evaluation of the discount percentages will not be completed as part of the evaluation process in order for a Supplier to receive a Supply Arrangement.

Section III: Certifications

Suppliers must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Arrangements will be assessed in accordance with the entire requirement of the Request for Supply Arrangements including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the Arrangements.

1.1. Technical Evaluation

Mandatory technical evaluation criteria are included in Annex "F".

2. Basis of Selection

2.1 Basis of Selection is included in Annex "F".

PART 5 - CERTIFICATIONS

Suppliers must provide the required certifications and documentation to be issued a supply arrangement (SA).

The certifications provided by suppliers to Canada are subject to verification by Canada at all times. Canada will declare an arrangement non-responsive, or will declare a contractor in default, if any certification made by the Supplier is found to be untrue whether during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

The Supply Arrangement Authority will have the right to ask for additional information to verify the Supplier's certifications. Failure to comply with this request will also render the arrangement non-responsive, or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Issuance of a Supply Arrangement

1.1 Code of Conduct and Certifications - Related documentation

By submitting an arrangement, the Supplier certifies that the Supplier and its affiliates are in compliance with the Code of Conduct and Certifications - Arrangement in Section 01 of Standard Instructions 2008. The related documentation therein required will assist Canada in confirming that the certifications are true.

2. Additional Certifications Precedent to Issuance of a Supply Arrangement

The certifications listed below should be completed and submitted with the arrangement, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Supply Arrangement Authority will so inform the Supplier and provide the Supplier with a time frame within which to meet the requirement. Failure to comply with the request of the Supply Arrangement Authority and meet the requirements within that time period will render the arrangement non-responsive.

2.1 Education and Experience

2.1.1 SACC Manual clause S1010T (2008-12-12) Education and Experience

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

1. Arrangement

The Supply Arrangement covers the Work described in the Statement of Work at Annex "A".

2. Standard Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada. <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>

2.1 General Conditions

2020 (2013-04-25) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

2.2 Supply Arrangement Reporting

The Supplier must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Supply Arrangement. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Supplier must provide this data in accordance with the reporting requirements detailed in Annex "C". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Supply Arrangement Authority.

The quarterly reporting periods are defined as follows:

1st quarter: October 1 to December 31;
2nd quarter: January 1 to March 31;
3rd quarter: April 1 to June 30;
4th quarter: July 1 to September 30.

The data must be submitted to the Supply Arrangement Authority no later than fifteen (15) calendar days after the end of the reporting period.

3. Term of Supply Arrangement

3.1 Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement is four (4) years from date of issuance.

4. Authorities

4.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Jasmine Scott
Supply Specialist
Public Works and Government Services Canada, Acquisitions Branch
5th Floor, Telus Plaza North, 10025 Jasper Ave.

Telephone: (780) 497-3578

Facsimile: (780) 497-3510

E-mail: jasmine.scott@pwgsc-tpsgc.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

4.2 Supplier's Representative

(To be filled in by the Supplier)

Name: _____

Title: _____

Address: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail address: _____

5. Identified Users

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.

6. On-going Opportunity for Qualification

A Notice will be posted once a year on the Government Electronic Tendering Service (GETS) to allow new suppliers to become qualified. Existing qualified suppliers, who have been issued a Supply Arrangement, will not be required to submit a new Arrangement.

7. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the 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) the articles of the Supply Arrangement;
- (b) the general conditions 2020 (2013-04-25), General Conditions - Supply Arrangement - Goods or Services;
- (c) the general conditions 2029 (2013-04-25), General Conditions - Goods or Services (Low Dollar Value);
the general conditions 2010C (2013-06-27), General Conditions - Services (Medium Complexity);
the general conditions 2035 (2013-06-27), General Conditions - Higher Complexity - Services;
- (d) Annex "A", Statement of Work;
- (e) Annex "B", Basis of Payment;
- (f) Annex "C", Supply Arrangement Reports;
- (g) Annex "D", Insurance Requirements;
- (h) the Supplier's arrangement dated _____.

8. Certifications

8.1 Compliance

Compliance with the certifications provided by the Supplier in the arrangement is a condition of the Supply Arrangement (SA) and subject to verification by Canada during the term of the SA and of any resulting contract that would continue beyond the period of the SA. If the Supplier does not comply with any

certification or it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the SA.

9. Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

10. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "D". 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.

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.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

B. BID SOLICITATION FOR IDENTIFIED USERS

1. Bid Solicitation Documents

Identified Users will use the bid solicitation templates 2T-LDV1 for low dollar value requirements; 2T-MED1 for medium complexity requirements; 2T-HIGH1 for more complex requirements, available in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual based on the estimated dollar value and complexity of the requirement.

The bid solicitation will contain as a minimum the following:

- (a) a complete description of the Work to be performed;
- (b) 2003, Standard Instructions - Goods or Services - Competitive Requirements; **OR** 2004, Standard Instructions - Goods or Services - Non-competitive Requirements;
- (c) bid preparation instructions;
- (d) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (e) evaluation procedures and basis of selection for project-specific tasks and resource qualifications, including but not limited to: education; detection limits; turnaround time; experience; and subject matter expertise, as related to the category of laboratory analysis required;
- (f) financial capability (*if applicable*);
- (g) certifications;
- (h) conditions of the resulting contract;
- (i) Aboriginal Opportunities Consideration - Annex "E" (*applicable for Work subject to CLCA's*); and
- (j) additional insurance requirements (if applicable).

2. Bid Solicitation Process

2.1 Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from Suppliers who have been issued a SA.

2.1.1 Comprehensive Land Claim Agreement(s) (CLCA) - Some solicitations against the resulting SA may be applicable to CLCA(s). To determine if a requirement is subject to any of the CLCA(s), the final delivery location must be determined. CLCA applies to any applicable procurement, regardless of dollar value.

- Procurements subject to CLCA (**competitive or non-competitive**) must:

A) Notify the applicable CLCA groups of the procurement.

- For **all competitive** requirements where the CLCA(s) listed in this SA are applicable, Identified Users must determine any opportunities for aboriginal consideration for each requirement.

Where opportunities exist, Identified Users must:

A) Notify the applicable CLCA groups of the procurement

AND

B) Include Aboriginal Opportunities Consideration evaluation criteria - see Annex "E" as an example.

Note: *This evaluation criteria is optional for the Suppliers to complete. Although, it **must** be included in the solicitation package that Identified Users issue, Suppliers will have the option to propose an Aboriginal Benefit Plan or not. It must not be mandatory, it can only be considered as a "bonus" when evaluating bids.*

This is only applicable for bid solicitations for resultant contracts where the Work is subject to CLCA's listed in this SA.

2.2 The following is the Selection Process for Identified Users:

****NOTE: Identified Users must determine whether they have the delegation of authority in order to proceed with any of the following thresholds.**

1. For all requirements up to an estimated cost of \$24,999.00 (GST included)

Identified Users will be able to select one SA Holder offering services for the required laboratory analysis category. Identified Users will sign and approve the contracts.

2. For all requirements from \$25,000.00 up to \$76,599.00 (GST included)

For each requirement, Identified Users will request a technical/financial bid from a minimum of three (3) SA Holders offering services for the required laboratory analysis categories. If there are less than three (3) SA Holder for that laboratory analysis category, then Identified Users will proceed with requesting a technical/financial bid from the SA Holder(s) offering the services.

The evaluation procedures and basis of selection for each requirement under the SA will be unique to each bid solicitation issued by the Identified User. Identified Users will sign and approve the contracts.

For requirements where CLCA(s) listed in this SA are applicable, Identified Users must include Aboriginal Opportunities evaluation criteria. See Annex "E" as an example.

In the case where there are three (3) or more SA Holders, the solicitation process will be accomplished using e-mail to send the Request for Proposal (RFP) and receive bids.

Minimum response periods: Bidders must be provided with a minimum of five (5) business days in which to respond to the Request for Proposal.

3. For all requirements from \$76,600.00 to \$400,000.00 (GST included)

Identified Users must request a competitive process amongst all Supply Arrangement Holders. This process will be accomplished using Government Electronic Tendering Service (GETS) (www.merx.com) to post a Notice of Proposed Procurement (NPP) to all SA Holders. The Request for Proposal will be solicited to all SA Holders to receive bids.

The evaluation procedures and basis of selection for each requirement under the SA will be unique to each bid solicitation issued by the Identified User. Identified users will sign and approve the contracts. ALL SA Holders will be invited for the above competition.

For requirements where CLCA(s) listed in this SA are applicable, Identified Users must include Aboriginal Opportunities evaluation criteria. See Annex "E" as an example.

Minimum response periods: Bidders must be provided with a minimum of fifteen (15) business days in which to respond to the Request for Proposal.

4. For all requirements that exceed \$400,000.00 (GST included)

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Any requirement which exceeds \$400,000.00 will not be applicable to this Supply Arrangement and will be handled as a separate requirement by a PWGSC Contracting Authority.

C. RESULTING CONTRACT CLAUSES

1. General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

For any contract to be awarded using:

- (a) 2T-LDV1 (for low dollar value requirements), 2029 General Conditions - Goods or services (Low Dollar Value) will apply to the resulting contract; or
- (b) 2T-MED1 (for medium complexity requirements), 2010C General Conditions - Services (Medium Complexity) will apply to the resulting contract; or
- (c) 2T-HIGH1 (for higher complexity requirements), 2035 General Conditions - Higher Complexity - Services) will apply to the resulting contract.

The above templates are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

Any resultant contracts under this SA will contain the following information, at a minimum:

- Laboratory analysis category requirement, including number of analysis required, category(ies) of analysis and minimum qualifications, as applicable.
- A Scope of Work, describing the Work to be completed under the Contract and a description of the required results by the Identified User.
- A list of Deliverables to be completed, including any applicable milestones and deadlines.
- A Basis of Payment.
- Standard Invoicing Instructions including: a summary of activities undertaken to meet commitments made as part of the Aboriginal Opportunities Considerations portion of the Supplier's bid (*applicable for Work subject to CLCA's*).

ANNEX "A" STATEMENT OF WORK

1. TITLE: Laboratory Analysis

2. OBJECTIVE:

A Supply Arrangement is required to provide all labour, materials, equipment, tools and supervision necessary to conduct physical, chemical and biological analysis on the following three categories of samples: i) water and waste water; ii) sediment and soil; and iii) aquatic life (e.g. phytoplankton, benthic algae, zooplankton, benthic invertebrates, fish, marine mammals).

These services are required for work occurring in the Yukon, Northwest Territories, Nunavut, Alberta, British Columbia, Saskatchewan and Manitoba to be undertaken by Federal Departments and Agencies including but not necessarily limited to: Aboriginal Affairs and Northern Development Canada, Fisheries and Oceans Canada, Environment Canada, and Parks Canada.

3. BACKGROUND:

Aboriginal Affairs and Northern Development Canada

The Renewable Resources and Environment Directorate of AANDC delivers environmental programs and services, implements environmental management measures and provides advice and guidance to resource management boards and other agencies on a range of land and water issues. The Northwest Territories Cumulative Impact Monitoring Program (NWT CIMP), one of the programs administered by AANDC, examines and supports projects that study the effects of anthropogenic and natural changes on the environment in the NWT. As part of this initiative the program collects environmental data that must be analyzed by an accredited laboratory.

Department of Fisheries and Oceans

DFO is responsible for developing and implementing policies and programs in support of Canada's scientific, ecological, social and economic interests in oceans and fresh waters. DFO is responsible for the management, protection and conservation of Canada's fisheries resources in all fishing zones, territorial seas and inland waters. DFO delivers environmental programs and services, implements fisheries management measures and provides expert advice to resource management boards and other agencies on a range of land and water issues.

An important part of the assessment and monitoring of fish habitat and fish health is the collection of environmental data such as water and sediment quality, fish tissue, plankton and benthic invertebrate community composition. Much of the data needs to be analyzed by an accredited laboratory.

Environment Canada (EC)

Environment Canada's mandate is to

- preserve and enhance the quality of the natural environment, including water, air, soil, flora and fauna;
- conserve Canada's renewable resources;
- conserve and protect Canada's water resources;
- forecast daily weather conditions and warnings, and provide detailed meteorological information to all of Canada;
- enforce rules relating to boundary waters; and
- coordinate environmental policies and programs for the federal government.

EC is a science-based department, and provides the science and technology information needed so that

Canadians can make informed decisions about the environment. In addition, Environment Canada's science and technology work helps to protect and conserve our air, water, wildlife and spaces. EC uses its research to track and manage wildlife populations, to improve understanding of ecosystems and support their recovery, to assess environmental risk, to issue weather and climate forecasts and warnings, and to support policy and legislative action. This supply arrangement will be used to address lab analysis requirements on an as needed basis to support EC's activities.

Parks Canada Agency (PCA)

Parks Canada is committed to implementing green initiatives at national parks, national historic sites, and national marine conservation areas. Through the rejuvenation of contaminated sites, the use of conservation practices, and innovation projects, Parks Canada continues to ensure that Canadians may enjoy their treasured sites in the most eco-friendly way possible. In minimizing the environmental impact at its sites, Parks Canada hopes to encourage Canadians in promoting clean air, clean water and sustainable land use. Lab analysis is required for a variety of initiatives under the Parks Canada's mandate such as water quality monitoring within park boundaries.

4. DEFINITIONS AND APPLICABLE DOCUMENTS:

Term/Acronym	Definition
AANDC	Aboriginal Affairs and Northern Development Canada.
CABIN	Canadian Aquatic Biomonitoring Network.
CIMP	Cumulative Impact Monitoring Program.
DFO	Department of Fisheries and Oceans.
EA	Environmental Assessment.
EC	Environment Canada.
NWT	Northwest Territories.
PCA	Parks Canada Agency.
SA	Supply Arrangement.
SOW	Statement of Work.

In the Yukon, Northwest Territories, Nunavut, Alberta, British Columbia, Saskatchewan and Manitoba, AANDC, EC, PCA and DFO operate under Acts and Agreements including but not limited to the following, which may provide further useful information and context in determining the context regarding this requirement, as well as its size and scope. Any other Acts that may affect the Work will be specified in any resultant contract(s) issued in accordance with this Supply Arrangement.

Acts

The Mackenzie Valley Resource Management Act;

The Canadian Environmental Assessment Act;

The Canadian Environmental Protection Act

The Species at Risk Act;

The Fisheries Act;

The Oceans Act;

Migrating Birds Convention Act; and

Canada Wildlife Act

The following websites may provide further useful information and context for the requirement:

Aboriginal Affairs and Northern Development: <http://www.ainc-inac.gc.ca/>

Environnement Canada: <http://www.ec.gc.ca/>

Parks Canada: <http://www.pc.gc.ca/>

Department of Fisheries and Oceans: <http://www.dfo-mpo.gc.ca/>

Northwest Territories Cumulative Impact Monitoring Program: <http://www.nwtcimp.ca>

5. LAB ANALYSIS REQUIREMENTS

Any project-specific tasks and resource qualifications, including education, detection limits, turnaround time, experience and subject matter expertise, as related to the category of analysis required, will be specified in any resultant contract(s) issued in accordance with this Supply Arrangement.

6. SCOPE OF WORK**A) Laboratory Services**

Conduct physical, chemical and biological analysis on the following categories of laboratory analysis.

i) Water and Waste Water analysis including, *but not limited to*:

- Physical parameters (e.g.. pH, hardness, conductivity, alkalinity, total suspended solids [TSS], total dissolved solids [TDS], turbidity).
- Microbiology (e.g.. Total coliforms, E.coli, fecal coliforms, fecal streptococcus, chemical oxygen demand [COD], biochemical oxygen demand [BOD]).
- Major ions (e.g. Cation and anion suites).
- Nutrients (e.g. Chemical oxygen on demand (COD), Dissolved organic carbon (DOC), Total organic carbon (TOC), Ammonia (NH₃-N), Orthophosphate (OP), Total Phosphorous (TP), Dissolved Phosphorous (DP), , pesticides, and petroleum-based compounds [e.g., visible oil and grease, polycyclic aromatic hydrocarbons [PAH], naphthenic acids [NA]).

- Organic parameters (e.g. benzene+toluene+ethylbenzene+xylenes [BTEX], other volatile compounds, Trihalomethanes, extractable hydrocarbons, purgeable hydrocarbons, hexane extractable material).
- Metals (e.g. total, dissolved, speciation).
- Stable isotopes, including, *but not limited to*: ¹³Carbon, ¹⁸Oxygen, ¹⁵Nitrogen, ²Hydrogen.

ii) Sediment and Soil analysis including, *but not limited to*:

- soil geotechnical properties
- carbon and Pb-210 dating
- metals, organic parameters, and contaminants (e.g. PAH, pyrogenic chemicals, petrogenic chemicals)

iii) Aquatic Life analysis (e.g. plants, benthic invertebrates, plankton, fish, marine mammals) including, *but not limited to*:

- Provide sample identification using standard protocols (for example, benthic invertebrate identification using Canadian Aquatic Biomonitoring Network [(CABIN) protocols, or appropriate Terrestrial Biomonitoring protocols]).
- Valued component identification services (for example vegetation identification).
- Age analysis, including, *but not limited to*: scales, otoliths, fin rays, opercula.
- Contaminant analysis of fish, marine mammals, invertebrates, water, sediments, (e.g. metals, PAH's, PCP, OC's).
- Biological assessments of fish, marine mammals, and invertebrates (e.g. meristics, morphometrics, condition, maturity, sex, diet, parasite loadings and prevalence).
- Stable isotope (e.g. ¹³C, ¹⁴N,) analysis of, but not limited to fish, macroinvertebrates, zooplankton, phytoplankton, benthic algae.
- Provide identification.
- Counts of benthic macroinvertebrates using standard protocols (e.g., CABIN protocol, or appropriate aquatic biomonitoring protocols).

B) Analyses Report

The Supplier must provide the results of analysis to the Identified User within the stated number of working days from completion of analysis for each resultant contract(s) issued in accordance with this Supply Arrangement, including but not limited to:

- Analysis methods
- Analysis results
- Quality Assurance (QA) / Quality Control (QC) methodology

Delivery of analysis results may be requested in any of the methods listed below. The method of delivery will be stated in each resultant contract(s) issued in accordance with this Supply Arrangement:

- By fax
- By email
- Hardcopy and disk copy by mail

Typical forms that may be used to deliver the analysis include Excel, Word, Adobe PDF.

C) Quality Assurance and Quality Control Program

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. Unless otherwise identified by the Identified User, all results will be listed in the same unit of measure as displayed in applicable and most current CCME Canadian Environmental Quality Guidelines. Those results that exceed the current guideline will be flagged using enhanced fonts or listed separately.

D) Disposal of Samples

Disposal, if required, of all samples is the responsibility of the Supplier and must be in accordance with applicable Federal, Provincial, Territorial and Municipal Environmental Safety Regulations and Legislation. If samples are requested to be returned to the Identified User, costs to package and return samples back will be reimbursed by that Identified User at actual cost with NO mark-up.

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".

F) Standard of Work

All work referred to above, must be performed in accordance with all codes of Federal, Provincial, Territorial, or Municipal application provided that in any case of conflict or discrepancy the more stringent requirement will apply.

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).

7. DELIVERABLES:

Each resultant contract issued in accordance with this Supply Arrangement will clearly define the work required, the lab analysis required, turnaround times, the specific deliverables, format required and the required delivery date.

All Deliverables must be produced such that they conform to any and all applicable professional and scientific standards and rigour, and that they meet the objectives of the Identified User.

8. RISKS AND CONSTRAINTS

Most requirements will be done in normal operating hours Monday to Friday between 0800 to 1800, however, some requirements may require After Hours Service Monday to Friday between 1800 to 0800) and / or Urgent Service on weekends and/or statutory holidays. Turnaround time for Urgent Service will be stated in each resultant contract(s) issued in accordance with this Supply Arrangement.

ANNEX "B"

BASIS OF PAYMENT

- **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**

LABORATORY ANALYSIS CATEGORIES:	Discount %
i. Water and Waste Water	_____ %
ii. Sediment and Soil	_____ %

Table B

iii. AQUATIC LIFE ANALYSIS CATEGORY:	Density Discount %	Biomass Discount %	Other (eg. fish aging) Discount %
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.	_____ %	_____ %	_____ %

Work Performed After Hours Service and/or Urgent Service:**Table C**

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

Table D

	Density Analysis		Biomass Analysis		Other Analysis (eg. fish aging)	
iii. AQUATIC LIFE ANALYSIS CATEGORY:	After Hours Service (Monday to Friday 01800 to 0800 Local Time) Discount %	Urgent Service (weekends and/or statutory holidays) Discount %	After Hours Service (Monday to Friday 01800 to 0800 Local Time) Discount %	Urgent Service (weekends and/or statutory holidays) Discount %	After Hours Service (Monday to Friday 01800 to 0800 Local Time) Discount %	Urgent Service (weekends and/or statutory holidays) Discount %
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.	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %

ANNEX "C"

SUPPLY ARRANGEMENT REPORTING

Suppliers must provide a quarterly report on usage of the Supply Arrangement in the format as show below.

Supply Arrangement Reporting must be e-mailed to the following email address:

wst-pa-edm@tpsgc-pwgsc.gc.ca

Please use the Supply Arrangement number in the subject line and clearly indicate:

- The supply arrangement number for which the data is submitted
- The period for which the data has been accumulated (start date to end date);
- The Total Spend to date by Canada

Supply Arrangement - EW479-130790		Start Date of SA (DD/MM/YYYY)	End Date of SA (DD/MM/YYYY)
Total Value to Date (\$)	Total Value for Reporting Period (\$)	Start Reporting Period (DD/MM/YYYY)	End Reporting Period. (DD/MM/YYYY)

Invoice #	Description / Location	Date of Contract Award	Date of Relocation	Value of Contract

NIL REPORT: We have not done any business with the federal government for this period []

PREPARED BY:

NAME:

TELEPHONE NO.:

SIGNATURE: _____

DATE: _____

ANNEX "D"

INSURANCE REQUIREMENTS

A) Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

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Buyer ID - Id de l'acheteur

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File No. - N° du dossier

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- l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

ANNEX "E"**EXAMPLE ABORIGINAL OPPORTUNITIES CONSIDERATION****Example Only: To be used by Identified Users for bid solicitations for resultant contracts.**

Identified Users can choose one of the following Aboriginal Opportunities Consideration methodology based on the evaluation criteria used:

OPTIONAL BONUS POINTS IF USING POINT RATED EVALUATION CRITERIA:

The following optional bonus points for Aboriginal benefits allow suppliers to provide a plan for considerations of local and/or Regional Aboriginal citizens and communities in the identified Comprehensive Land Claim Areas.

Suppliers have the ability to receive bonus points through the provision of Aboriginal involvement in their proposal. Bonus points up to _____ will be added to the total evaluated technical score point based on the provision of proof that your organization or service provided meets the criteria stated in Annex "____" Aboriginal Opportunities Consideration (or provision of certification via signature below that your organization or service provided meets the aboriginal benefit.).

OR

PRICE REDUCTION:

The following additional price reduction for aboriginal benefits, allow the Bidder to provide a plan for considerations of local and/or Regional Aboriginal citizens and communities in the identified Comprehensive Land Claim Areas.

Bidders have the ability to receive an evaluated price reduction through the provision of Aboriginal involvement in their proposal. A reduction of up to _____% may be applied to the total evaluated price based on the provision of proof that your organization or service provided meets the criteria stated in Annex "____" Aboriginal Opportunities Consideration (or provision of certification via signature below that your organization or service provided meets the aboriginal benefit.).

NOTE: This table is an example only. Identified users may modify this table to meet their individual requirements.

ABORIGINAL OPPORTUNITIES	Point OR Percentage Value	Score
Offices: Supplier has an office located in a Comprehensive Land Claim Area (Gwich'in Comprehensive Land Claim Agreement; Inuvialuit Final Agreement; Sahtu Dene and Metis Agreement; Tlicho Agreement; Nunavut Land Claims Agreement; and/or Umbrella Final Agreement - Council for Yukon Indians.)	_____	
Training and Development:	_____	

Supplier has provided an undertaking of a commitment with respect to delivery of training and/or development programs for local and/or regional Aboriginal citizens.

This will be evaluated based on the following criteria:

Innovation

Long-term Socio-Economic Benefit/Impact

Marketable Training/Skills

Some ideas include but are not limited to:

Apprenticeship Programs

Summer employment for College/University students

Scholarship funds

Partnerships with Training Organizations (i.e. Colleges, Universities,

ECO Canada, Mine Training Society)

Community Development:

Supplier has provided an undertaking of a commitment with respect to delivery of a community development program for local and/or regional Aboriginal citizens.

This will be evaluated based on the following criteria:

Innovation

Long-term Socio-economic Benefit/Impact

Alignment with the Communities' development Plan

Some ideas include but are not limited to:

Grants

Infrastructure

Equipment

Labour Recruitment:

Supplier provided a plan demonstrating the proposed approach to recruitment and employment of local and/or regional Aboriginal Labor.

The plan should include the proposed methods of recruitment, consultations with the Aboriginals and any local and/or regional Aboriginal citizens currently in employ with the firm.

This will be evaluated based on the following criteria:

Innovation

Level of effort/consultation

Socio-Economic Benefit/Impact

Level of employment (i.e. Laborer vs. Engineer)

Length of employment (i.e. Short term vs. permanent, Full time vs. Part time

Sub-suppliers/Suppliers: Supplier provided a plan

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demonstrating the proposed approach to utilizing local and/or regional Aboriginal subcontractors. The Plan should include but not be limited to: Potential subcontractors. List of existing available local and/or regional Aboriginal subs (If applicable) Consultation with local and/or regional Aboriginal subcontractors.		
MAXIMUM TOTAL POINTS / PERCENTAGE VALUE AVAILABLE	_____	

ANNEX "F"**EVALUATION PROCESS, EVALUATION CRITERIA AND SUPPLIER SELECTION METHOD****A) EVALUATION PROCESS****Step 1: Mandatory Technical Criteria**

Each Arrangement will be examined to determine that it meets all mandatory criteria. Arrangements which fail to meet the mandatory criteria will be given no further consideration and will be deemed non-compliant. Arrangements which meet all the mandatory criteria will proceed to Step 2.

Step 2: Conditions Precedent to Issuance of Supply Arrangements

Each compliant Supplier will be given written notification to provide the information required in Part 5 Certifications required as a Condition Precedent to Issuance of Supply Arrangement, by a specified date and time, unless the information has already been provided in the RFSA submission. Should the Supplier fail to provide all the information required by the date and time specified, the Supplier will be considered non-compliant and given no further consideration.

Step 3: Issuance of Supply Arrangements

Upon compliance with all of the Conditions Precedent to the Issuance of Supply Arrangements, each compliant Supplier will be issued a Supply Arrangement.

B) EVALUATION CRITERIA**MANDATORY TECHNICAL CRITERIA****Mandatory Technical Criteria at Solicitation Closing**

Failure to meet any of the following mandatory requirements at solicitation closing will render your Arrangement non-compliant and they will be given no further consideration

- 1) Suppliers submitting a proposal for Categories i) Water and Waste Water and/or ii) Sediment and Soil Categories as per the Basis of Payment, Annex "B", must have a current accreditation from the Canadian Association for Laboratory Accreditation (CALA) or the Standards Council of Canada (SCC).
The Supplier must provide a copy of their current accreditation with CALA or SCC with the Arrangement.
- 2) Suppliers submitting a proposal for Category iii) Aquatic Life (Benthic Invertebrates) as per the Basis of Payment, Annex "B", must have a current accreditation with the Taxonomic Certification program of the North American Benthological Society or equivalent.
The Supplier must provide a copy of their current accreditation with the Arrangement.
- 3) The Supplier must provide a current copy of their regular, seasonal and sale catalogues or current published price lists with the Arrangement.

C) SUPPLIER SELECTION METHOD

Suppliers that meet all the mandatory requirements at solicitation close and provide all Certifications required as a Condition Precedent to Issuance of a Supply Arrangement as outlined in Part 5 of the Request for Supply Arrangement, will be issued a Supply Arrangement.

ANNEX "G"

QUESTIONS & ANSWERS

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 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.

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".

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.

QUESTION 16a : With regard to the Aquatic Life section of Laboratory Analysis, can you please confirm the following: Please clarify the meaning or intent of "Valued component identification services" and what the expectation is with respect to that analysis. Also what other components might be involved other than vegetation identification?

ANSWER 16a : Valued component identification was just intended to be a catch all phrase so it could include benthics, plankton, vegetation, fish etc. It overlaps with other bullets in aquatic life.

QUESTION 16b : Within tables B and D there is the requirement to provide separate discounts for Density and for Biomass. Can you please clarify the difference and what is meant by Density versus Biomass?

ANSWER 16b : Biomass is the total weight of living organism of one species in an environment while density is the number of individuals of the same species in a given area or volume of a habitat.

QUESTION 17 : To my knowledge, there is no certification for Stable Isotope Analysis Technicians similar to a Taxonomic Certification. However, on page 20 of the original Solicitation under 6Aiii) Aquatic Life it clearly states that Stable Isotope analysis is a service you are considering for this bid. How can we meet the Evaluation Criteria (page 33 of the original document) if no certificates exist for the analysis we can provide?

ANSWER 17 : The Mandatory Technical Criteria at Solicitation Closing, item number 2) outlines that the certification for Aquatic Life pertains to Benthic Invertebrates analysis only.

QUESTION 18 : Further to 2.2, The Selection Process for Identified Users and Annex B, Basis of Payment; if laboratories are supposed to provide a percentage discount but still have to bid on all projects (\$0.00 to \$400,000), what requirements will labs then be bidding on with users?

ANSWER 18 : Evaluation criteria will be determined by the client department and may vary for each contract under the Supply Arrangement.

QUESTION 19 : Since the discount that is bid has to remain firm, prices do not change per project. The percentage discount and resulting price would be inclusive of analytical and service terms so essentially every project bid would be the same terms and price. We are looking for the reasoning behind providing a percentage discount when a bid is still necessary with users and clarification on how the bid per project process will work when pricing is basically pre-determined.

ANSWER19 : While the discount may be the same, pricing may vary between suppliers. Other than price, department specific requirements may include but not limited to a certain level of expertise, turnaround time etc. In addition, depending on the requirement price, more than one technical/financial bid is required as a condition of the Supply Arrangement.