



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving - PWGSC / Réception des soumissions
- TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

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
Training and Specialized Services Division/Division de
la formation et des services spécialisés
11 Laurier St. / 11, rue Laurier
10C1, Place du Portage
Gatineau, Québec K1A 0S5

Title - Sujet Blood & Urine Collection Contract		
Solicitation No. - N° de l'invitation 01948-160252/A		Amendment No. - N° modif. 003
Client Reference No. - N° de référence du client 01948-160252		Date 2016-05-02
GETS Reference No. - N° de référence de SEAG PW-\$\$ZH-125-30104		
File No. - N° de dossier 125zh.01948-160252		CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-05-10		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Cayer, Sophie		Buyer Id - Id de l'acheteur 125zh
Telephone No. - N° de téléphone (873) 469-3962 ()		FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:		

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	Delivery Offered - Livraison proposée
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

Amendment No.: 0013

Solicitation No.: 01948-160252/A

The purpose of this amendment is to provide:

- 1) provide answers to supplier's questions relating to this solicitation as detailed in Section A, and
- 2) amend the solicitation as per Section B.

SECTION A

Questions and Answers

Question 1

At Attachment 1 to Part 4 — Technical Criteria for MT 6 it states:

The Bidder must provide its Quality Assurance (QA) Program containing Acceptance criteria and the resolution of any non-acceptance with procedures, materials and supplies as outlined in Section 5.2 of the SOW.

The QA program must include a description on how the performance criteria will be met and how non-conformances will be resolved including corrective measures.

Please clarify what is expected to fulfill the requirements of MT6.

Answer 1

Submitted documents should include the procedures in place on how to address, follow up and resolve non-conformances.

Question 2

In Annex A – Statement of Work, Section 5.1.e

The contractor must submit the Quality Assurance (QA) program within 30 calendar days of the contract award, and any updates to the Project Authority in a PDF format. An annual audit must be performed to verify that the contractor's QA program is followed and provide a report to the Project Authority within one month of having completed the audit.

Will the CPMA be performing the audit on the contractor, or are annual on-site Test Barn audits being required?

Answer 2

No CPMA will not perform the audit. This is not a new requirement. The contractor is expected to audit its own QA program on an annual basis and have an annual audit plan identifying the test barns to be audited in a particular year. At the end of the audit the contractor will provide a report to the Contract authority. Ad hoc audits of test barns will be conducted by CPMA.

Question 3

MT5 specifies the provision of a Reference Manual. What is to be included in the Reference Manual in addition to the Standard Operating Procedures?

Answer 3

The Reference Manual should contain Standard Operating Procedures (SOPs) for collection of official urine and blood samples and collection of samples from Special programs i.e. EIPH and QL. and any other SOP related to the activities described in the SOW.

Question 4

At Item 7.4.3 indicates that written notice to the Contractor at least 10 calendar days before the contract expiry date will be provided should the Contracting Authority opt to extend the Contract. Would Canada consider amending this notice period to 60 days prior to the end of the contract expiry date?

Answer 4

Refer to Section B1 below.

Question 5

Non-compliance resulting in non-payment—Reference

In Annex A — Statement of Work – section 5.2 – Acceptance Criteria we cannot find a section 3.3 or 3.5 in the RFP. Can you please let us know where this information can be found?

Answer 5

Refer to Section B2 below.

Question 6

Non-compliance resulting in non-payment—Service Level

In Annex A — Statement of Work section 5.2 – Acceptance Criteria indicates that insufficient number of staff as an example of a non-compliance that could result in non-payment.

Will Canada remove this provision of non-payment that does not relate to the financial offer of services?

Answer 6

Refer to Section B3 below.

Question 7

Non-compliance resulting in non-payment—Delivery Time

In Annex A — Statement of Work section 5.2.1 indicates that late delivery and lost boxes are non-compliances that would result in non-payment. Section 3.2.2 states that *“The Contractor must ship official samples from the race-courses to the official laboratory via the most expeditious and cost effective methods and routes as determined by the Project Authority to meet the delivery time as detailed in section 3.2.2.2 ...”*

Would Canada consider removing these situations as examples of non-compliance resulting in non-payment?

Answer 7

Late delivery and lost boxes will not be removed but we will add a statement clarifying that “Unless delays are due to natural causes e.g. inclement weather or any other circumstances out of the Contractor’s control, late deliveries will be considered non-compliances resulting in non-payment.

Refer to Section B2 below.

Question 8

Would Canada accept an FOB point the designated shipping location as the delivery point(s)?

Answer 8

No, Canada will not accept an FOB point the designated shipping location as the delivery point(s).

Question 9

Non-compliance resulting in non-payment—Sample collection – Issues with Samples –Leakage

In Annex A — Statement of Work section 5.2.1 indicates that sample leakage is a non-compliance that would result in non-payment.

In Appendix 2 to Annex A—Materials, Equipment and Forms in the Statement of Work, item 1.1.a specifies that the VWR®HDPE Multipurpose 4oz w/lid container cat. #89009-662 be used as the urine sample container.

Will Canada consider removing sample leakage as an example of non-compliance resulting in non-payment?

Answer 9

No. This is not an issue anymore since the requirement for the urine container is being change to the container currently being used and, leakage is not a problem identified with it.

Question 10

Non-compliance resulting in non-payment—Shipping – Urine/blood containers – cracked or broken
In Annex A — Statement of Work section 5.2.1 indicates that urine/blood containers cracked or broken in transit would result in non-payment.

Will Canada consider removing these situations as examples of non-compliance resulting in non-payment?

Answer 10

No. It is responsibility of the Contractor to properly pack the boxes to minimize cracking and breakage. Any samples containers that that arrived cracked or broken will be assessed by the technical authority on a case by case basis. ”

Question 11

Non-compliance resulting in non-payment—shipping – seal – Compromised Seal
In Annex A — Statement of Work section 5.2.1 indicates that a seal compromised during transport would be a non-conformance resulting in non-payment.

Would Canada consider removing these situations as examples of non-compliance resulting in non-payment?

Answer 11

No. However, if the contractor provides proof that the seals were properly applied to the cooler at the time of the shipment; the Contractor will not be penalized.

Refer to Section B2 below.

SECTION B

- B1** **DELETE** 7.4.3 Option to Extend - Transition Period in its entirety and **REPLACE** with the following:

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of 30 days under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 60 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

- B2** In Annex A – Statement of Work , **DELETE** Article 5.2.1 Non compliances resulting in nonpayment and 5.2.2 Non-compliances that do not result in no-payment but may require Corrective Measure Actions in their entirety and **REPLACE** with the following:

5.2.1 Non compliances resulting in nonpayment

Any non-compliance that could affect the outcome of a positive test will result in non-payment of the number of the official samples affected. Example of this type of non-compliance may include, but are not limited to, the following:

Requirement	Non-compliance Type	Non-compliance examples
Service level	Number of staff required per race-course	Insufficient number of staff
Delivery Time Section 3.2.2.2	Late Delivery Lost boxes	Shipping box arrived at laboratory after the specified delivery time. Note: Unless delays are due to natural causes e.g. inclement weather or any other circumstances out of the Contractor's control, late deliveries will be considered non-compliances resulting in non-payment.
Sample collection	Issues with Samples	<ul style="list-style-type: none"> Leakage One regular blood and one regular urine from the same horse submitted to the lab. Missing samples
Sample collection	Issues with Labels	<ul style="list-style-type: none"> Label missing Date missing or unreadable Incorrect date * Age/sex not recorded or unclear Double labels with contradictory information* One label placed over top of the second label. Use of non-approved labels Wrong program label * Incorrect information* Hand written information on top of printed information *

		* unless corrected at per the Contractor's approved SOPs
Section 3.2.3 Shipping	Urine/blood containers	<ul style="list-style-type: none"> Arrival at the lab Cracked or broken Materials other than official samples Blood samples arrived at lab with incorrect kits used
Section 3.2.3 Shipping	Seal	<ul style="list-style-type: none"> Arrival of shipping container with no seal affixed. Seal number indicated on the DCR does not match the seal number affixed to the cooler. Compromised seal <p>Note: if the contractor provides proof that the seals were properly applied to the cooler at the time of the shipment; the Contractor will not be penalized.</p>
Section 3.2.3 Shipping	DCR	<ul style="list-style-type: none"> not included in shipping container not signed by TI or CTI Seals not recorded
Section 3.2.3 Shipping	Shipping box	<ul style="list-style-type: none"> Seal not applied Delivery time not met

5.2.2 Non-compliances that do not result in no-payment but may require Corrective Measure Actions

Example of this type of non-compliance may include, but are not limited to, the following:

Requirement	Non-conformance Type	Reported Non-conformance
Sample collection	Label	<ul style="list-style-type: none"> Creased but information is legible Overwritten (corrected as per Contractor's protocols)
Sample collection	Sample	<ul style="list-style-type: none"> Low sample volume
Section 3.2.3 Shipping	DCR	<ul style="list-style-type: none"> CTI signed on wrong section/line No columns totals entered The columns with the total number of samples do not reflect the actual number of samples received. Duplicate DCRs of same DCR
Section 3.2.3 Shipping	Shipping box seal	<ul style="list-style-type: none"> Cut seal but intact locks unless opened by the carrier e.g. a note by AIR Canada is enclosed Not applied correctly and box cannot be tampered with
Section 3.2.3 Shipping	Shipping Box	<ul style="list-style-type: none"> Damaged e.g. cracked Arrived with only one lock Unapproved shipping documents – notes about samples Arrived with two of the same locks Arrived with loose hasp One lock missing upon arrival to the lab
Training		<ul style="list-style-type: none"> No evidence of training of new employees No evidence of annual training
Quality Assurance program		<ul style="list-style-type: none"> Not implemented or maintained Annual audit not carried out

B3 At Annex B – Basis of payment INSERT the following:

3.0 Designated level compliance

- 3.1 If at the time of collection, the Contractor fails to provide the number of Test Inspectors requested by Canada, the Contractor agrees to allow Canada to reduce the firm all-inclusive rate per sample as set out herein:
- i. If the number of Test Inspectors required is four (4) and only three (3) Test Inspectors are present the Firm Inclusive Rate for all samples collected on that race card will be reduced by 25%;
 - ii. If the number of Test Inspectors required is four (4) and only two (2) Test Inspectors are present the Firm Inclusive Rate for all samples collected on that race card will be reduced by 50%;
 - iii. If the number of Test Inspectors required is four (4) and only one (1) Test Inspector is present the
 - iv. Firm Inclusive Rate for all samples collected on that race card will be reduced by 75%;
 - v. If the number of Test Inspectors required is three (3) and only two (2) Test Inspectors are present the Firm Inclusive Rate for all samples collected on that race card will be reduced by 33%;
 - vi. If the number of Test Inspectors required is three (3) and only one (1) Test Inspector is present the Firm Inclusive Rate for all samples collected on that race card will be reduced by 66%.
- 3.2 Canada and the Contractor agree that the amounts stated above is their best pre-estimate of the loss to Canada in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.
- 3.3 Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any liquidated damages owing and unpaid under this section.
- 3.4 Nothing in this section must be interpreted as limiting the rights and remedies, which Canada may otherwise have under the Contract.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED
