



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

**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 0A1 / Noyau 0A1

Gatineau, Québec K1A 0S5

Bid Fax: (819) 997-9776

**LETTER OF INTEREST
LETTRE D'INTÉRÊT**

Comments - Commentaires

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

Issuing Office - Bureau de distribution
Science Procurement Directorate/Direction de
l'acquisition
de travaux scientifiques
11C1, Phase III
Place du Portage
11 Laurier St. / 11, rue Laurier
Gatineau, Québec K1A 0S5

Title-Sujet Chemical Residue Testing of Food	
Solicitation No. - N° de l'invitation 39903-150123/A	Date November 17, 2014
Client Reference No. - N° de référence du client 39903-150123	
GETS Reference No. - N° de référence de SEAG	
File No. - N° de dossier 052ss.39903-150123	CCC No./N° CC - FMS NO. / N° VME
Solicitation Closes - L'invitation prend fin at - à 2:00 PM on - le 2014-11-27	Time Zone Fuseau horaire Eastern Standard Time EST
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: Brooke Taylor	Buyer Id - Id de l'acheteur 052ss
Telephone No. - N° de téléphone 819-956-1674	FAX No. - N° de FAX 819-997-2229
Destination of Goods, Services and Construction: Destinations des biens, services et construction : Specified Herein Précisé dans les présentes	

Instructions : See Herein

Instructions : Voir au présent

Delivery Required - Livraison exigée See Herein - Voir au présent	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur Telephone No. - N° de telephone 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	

Solicitation No. - N° de l'invitation
39903-150123/A
Client Ref. No. - N° de réf. du client
39903-150123

Amd. No. - N° de la modif.
File No. - N° du dossier
052ss. 39903-150123

Buyer ID - Id de l'acheteur
052ss
CCC No./N° CCC - FMS No./N° VME

LETTER OF INTEREST (LOI)

TITLE: Chemical Residue Testing of Food Products

TABLE OF CONTENTS

1. Purpose
2. Background
3. Requirements
4. Acquisition Strategy
5. One-on-one Meetings
6. Review of the LOI
7. No Obligation
8. Closing Date
9. Standing Offer Authority

Attachments:

Attachment 1 – Rules of Engagement Participation Agreement
Attachment 2 – Industry Engagement Questions

1. PURPOSE

This Letter of Interest (LOI) seeks information from industry on its interest, capacity and ability to perform the laboratory services for the Chemical Residue Testing in and on Food Products for the Canadian Food Inspection Agency (CFIA) requirement; and to provide industry the opportunity to give feedback on the procurement strategy.

2. BACKGROUND

The National Chemical Residue Monitoring Program (NCRMP) of the CFIA has been in place since 1978. The program allows for continued consumer confidence in food safety by providing up to date information on residue levels in the food supply. The data collected is evaluated to determine both immediate and potentially long term risks to consumers. The identification of products in violation of Canadian standards allows the CFIA to undertake directed interventions and follow up inspections with producers to ensure compliance. Health Canada uses the data collected to establish new standards and monitor the appropriateness of those already in place.

The NCRMP consists of a statistically randomized sampling plan and schedule, the Annual Sampling Plan, which is developed by the CFIA Food Safety Division. Sampling and testing resources are allocated based on potential risk. As such, food items consumed in greater quantities by Canadians, those that are more contaminated or those contaminated with more toxic components are sampled and tested in the greatest quantities. Foods posing a lesser risk are sampled at a lower frequency and may not be included in the monitoring program every year. The sampling schedule identifies to CFIA inspection staff the time and place that a sample is to be taken as well as the accredited laboratory which is to receive and test the sample.

Data generated by the residue testing is crucial in establishing the safety of the food supply and provides the support for the continued acceptance of foods from Canada in the international marketplace. To this end, test results and testing plans are shared annually with responsible officials in other nations which accept Canadian exports. The NCRMP requires that both imported and domestic foods are tested and held to the same high standards for compliance.

3. REQUIREMENTS

The Offeror must provide services from an accredited laboratory for testing for chemical residue contaminants of foods, food crops and tissues of food animals for the CFIA. Testing is required for 6 food groups: Dairy, Eggs, Honey, Meat, Fresh Fruit & Vegetables, and Processed Products. Testing must be in accordance with analytical methods and standard operating procedures accredited by the Standards Council of Canada in the Program Specialty Area for Agriculture and Food Products, or under the Canadian Association for Laboratory Accreditation (CALA). Services are required on an "as and when requested" basis through call-ups issued by the CFIA against authorized National Individual Standing Offers.

4. ACQUISITION STRATEGY

Canada may release a competitive Request for Standing Offer (RFSO) for the work required. A draft RFSO will be provided with this LOI.

Following the RFSO process, it is intended to award multiple standing offers for a period of three (3) years, with two (2) extension periods of two (2) years each.

5. ONE-ON-ONE MEETINGS

Canada intends to host one-on-one meetings with interested parties in the Ottawa area between December 3rd and 4th. The meetings will be an opportunity for interested parties to pose and address questions with regard to this LOI and to provide comments and suggestions with regard to the draft RFSO. The Rules of Engagement and Industry Engagement Questions are included with this LOI to provide interested parties the opportunity to review and prepare written comments and recommendations which will serve to facilitate the consultative process during the one-on-one meetings. The Rules of Engagement Participation Agreement is provided in Attachment 1 and the Industry Engagement Questions are provided in Attachment 2.

Canada will analyze and summarize industry input and post responses on its Government Electronic Tendering System, buyandsell.gc.ca.

Any interested parties should contact the PWGSC Standing Offer Authority at the coordinates herein with a signed Rules of Engagement Participation Agreement and a response to the Industry Engagement Questions **no later than November 27, 2014**. Once all LOI responses are received, the Standing Offer Authority will contact any interested parties with an official invite.

Participation in the one-on-one meetings is not required in order to submit a response to any follow-on RFSO.

6. REVIEW OF THE LOI

Canada reserves the right to request additional information for clarification during the review of the responses to this LOI.

No payment will be made for costs incurred in the preparation and submission of a response to the LOI. Costs associated with preparing and submitting a response, as well as any costs incurred by the respondent associated with the evaluation of the LOI, are the sole responsibility of the respondent.

7. NO OBLIGATION

The issuance of this LOI does not create an obligation for Canada to issue a subsequent bid solicitation and does not bind Canada legally or otherwise, to enter into any agreement or to accept any suggestions from industry.

This industry consultation process is not a bid solicitation and a contract will not result from this request.

Potential respondents are advised that any information submitted to Canada in response to this industry consultation process may be used by Canada in the development of a subsequent competitive RFSO. However, Canada is not bound to accept any expression of interest or to consider it further in any associated documents such as a RFSO.

8. CLOSING DATE

Responses to this LOI shall be submitted directly to the Contracting Authority on or before November 27, 2014.

9. STANDING OFFER AUTHORITY

All enquiries and other communications related to this LOI shall be directed to the Standing Offer Authority as follows:

Solicitation No. - N° de l'invitation
39903-150123/A
Client Ref. No. - N° de réf. du client
39903-150123

Amd. No. - N° de la modif.

File No. - N° du dossier
052ss. 39903-150123

Buyer ID - Id de l'acheteur
052ss
CCC No./N° CCC - FMS No./N° VME

Brooke Taylor
Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Science Procurement Directorate
11 Laurier Street
Gatineau, Quebec K1A 0S5
Telephone: 819-956-1674
E-mail: brooke.taylor@tpsgc-pwgsc.gc.ca

ATTACHMENT 1

RULES OF ENGAGEMENT PARTICIPATION AGREEMENT

An overriding principle of the industry consultation is that it be conducted with the utmost of fairness and equity between all parties. No one person or organization will receive nor be perceived to have received any unusual or unfair advantage over the others.

TERMS AND CONDITIONS:

The following terms and conditions apply to the Consultative Process. In order to encourage open dialogue, Participants agree to:

- a. Discuss their views concerning the requirement and to provide positive resolutions to the issues in question. Everyone will have equal opportunity to share their ideas and suggestions;
- b. NOT reveal or discuss any information to the MEDIA/NEWSPAPER regarding the requirement during this consultative process. Any Media questions will be directed to the PWGSC Media Relations Office at 819-956-2313;
- c. Media cannot participate in the one-on-one meetings;
- d. Throughout the entire Industry Engagement Process, all questions from industry, exchanges of information and all the industry feedback must be provided in writing to the Standing Offer Authority. In accordance with and subject to the Access to information Act, R.S., 1985, c. A-1, and any other legislative or legal requirement, all information which is provided by a Participant and which is clearly marked as "Proprietary" will not be released or disclosed;
- e. Canada is not obligated to issue any RFSO, or to negotiate any standing offer for the requirement;
- f. If Canada does release a RFSO, the terms and conditions of the RFSO will be subject to Canada's absolute discretion;
- g. The information gathered from the one-on-one meeting will be summarized and provided to all Participants;
- h. Canada will not reimburse any person or entity for any cost incurred in participating in this industry consultative process;
- i. Participation in this Industry Engagement Process will not be a mandatory requirement for any subsequent RFSO. An entity will not be precluded from submitting an offer under any subsequent RFSO on account of they not being a Participant;
- j. A Draft RFSO will be available to industry.
- k. At any point within this process, a Participant may provide notice to the Standing Offer Authority that they no longer wish to participate in the Industry Engagement Process. Upon the Standing Offer Authority's receipt of such notice, the Participant will not be scheduled for participation in any future one-on-one engagement meetings;
- l. Failure to agree to and sign the Rules of Engagement will result in the exclusion from participation in the one-on-one meetings. This Industry Engagement Agreement must be signed by a duly authorized officer of the Participant in this respect;

- m. No more than 2 representatives of the company may attend at any given time due to space limitation;
- n. A dispute resolution process to manage impasses throughout this consultative process must be adhered to as follows:

Dispute Resolution Process

- 1- By informal discussion and good faith negotiation, each of the parties must make all reasonable efforts to resolve any dispute, controversy or claim arising out of or in any way connected with this Industry Engagement.
- 2- Any dispute between the Parties of any nature arising out of or in connection with this Industry Engagement must be resolved by the following process:
 - a. Any such dispute must first be referred to the Participant's Representative and the PWGSC Manager managing the Industry Engagement. The parties will have 3 Business Days in which to resolve the dispute.
 - b. In the event the representatives of the Parties specified in Article 2.a. above are unable to resolve the dispute, it will be referred to the Participant's Project Director and the PWGSC Senior Director of the Division responsible to manage the Industry Engagement. The parties will have 3 Business Days to resolve the dispute.
 - c. In the event the representatives of the Parties specified in Article 2.b. above are unable to resolve the dispute, it will be referred to the Participant's President and the PWGSC Director General, who will have 3 Business Days to resolve the dispute.
 - d. In the event the representatives of the Parties specified in Article 2.c. above are unable to resolve the dispute, it will be referred to the Participant's CEO and the PWGSC Assistant Deputy Minister, Acquisitions Branch who will have 10 Business Days to resolve the dispute.
 - e. In the event the representatives of the Parties specified in Article 2.d. above are unable to resolve the dispute, the Standing Offer Authority will within 5 Business Days render a written decision which will include a detailed description of the dispute and the reasons supporting the Standing Offer Authority's decision. The Standing Offer Authority will deliver a signed copy thereof to the Participant.

By signing this document, the individual represents that he/she has full authority to bind the company listed below and that the individual and the company agree to be bound by all the terms and conditions contained herein.

Name of Company (Print): _____

Name of individual (Print): _____

Title or Position (Print): _____

Telephone: _____

E-mail: _____

Signature: _____

(I have the authority to bind the Company)

Date: _____

ATTACHMENT 2

INDUSTRY ENGAGEMENT QUESTIONS

The questions contained in the Sections below are intended to elicit feedback of interest to Canada and provide guidance to industry in preparing for the one-on-one meetings. It is not expected that all questions will elicit a response, neither should submissions be constrained by the questions.

Respondents are encouraged to submit a response to the Industry Engagement Questions in electronic format (MS Word or Adobe PDF preferable as long as copy/paste or printing of text functions are not restricted in any way) by the LOI closing date or with their one-on-one meeting Registration or shortly thereafter, as it will be requested by Canada.

Response Format

The Respondent's name, company, address, and contact information and the LOI number should be clearly visible in the response.

The response is to be submitted by e-mail to the Standing Offer Authority, at the following address: brooke.taylor@tpsgc-pwgsc.gc.ca.

The inclusion of general marketing material is discouraged unless used to provide specific information relevant to a response. In this instance, it is requested that supporting text cross-reference the marketing material to the appropriate area of the LOI.

Oral presentations will not be entertained.

Responses will not be returned.

The number of pages of your response is not limited. However, the expected length should not exceed 5 pages double sided standard letter business format.

Language of Response

Responses may be in English or French, at the preference of the Respondent.

Response Parameters

Respondents are reminded that this is an LOI and not an RFSO and, in that regard, Respondents should feel free to provide their comments and concerns with their responses.

Canada reserves the right to seek clarifications from a Respondent for any information provided in response to this LOI, either by telephone, in writing or in person.

Confidentiality

Respondents are requested to clearly identify those portions of their response that are company confidential or proprietary in nature. The confidentiality of each Respondent's response will be maintained. Items that are 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 the respondent do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all interested parties.

SECTION 1: ADMINISTRATIVE REQUIREMENT SUMMARY

1. Identify your Legal Name and Procurement Business Number, if applicable.
2. Indicate your interest in attending the one-on-one sessions.
3. As per Attachment 1, please provide a signed copy of the Rules of Engagement Participation Agreement.
4. Identify whether you are, or you have, a Laboratory that is accredited by the Standards Council of Canada or the Canadian Association for Laboratory Accreditation Inc.

SECTION 2: REQUIREMENT

1. Please provide a statement regarding capacity and ability to meet the requirements.
2. Are any aspects of the Statement of Requirement unclear?
3. If a process was included in the draft RFSO to allow for a small number of tests to be added to the standing offers before the optional extension periods, would this be beneficial to offerors (as opposed to starting the RFSO process again)? Does the proposed process described in Part 7, section 1.2 of the draft RFSO seem fair and equitable to suppliers? Could you propose an alternative process that would be conducted in a fair and equitable manner?

SECTION 3: EVALUATION and BASIS OF SELECTION

1. Is it clear how Canada proposes to evaluate the offers?
2. Does the Basis of Selection seem fair and reasonable? Is it a judicious approach?
3. Provide any suggestions that, in your opinion, could improve the evaluation and offeror selection methodology and criteria.

SECTION 4: BASIS of PAYMENT

1. Do you have any comments on the Basis of Payment and Method of Payment? Is the proposed Basis of Payment reasonable?
2. Is it preferable to have one blended rate for the initial three year period, or yearly rates for each of the three years?

SECTION 5: OTHER

1. Please identify any other issues, concerns, recommendations not addressed above.