

March 2017 Request for Standing Offers (RFSO)

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer 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 offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

- 1.2.1 The Canadian Food Inspection Agency's (CFIA) has a requirement for the provision of sample collection services, including shipping and handling for eleven (11) locations in support of the CFIA Food Surveillance Program. Services are required on an "as and when requested" basis through call-ups issued by the CFIA against authorized Standing Offers.

Services are required for a period of issue to October 31, 2018 commencing from the date of authorization to use the Standing Offer. Canada may authorize the use of the Standing Offer beyond its initial period, for one (1) additional twelve (12) month period.

- 1.2.2 "The Request for Standing Offers (RFSO) is to establish Departmental Individual Standing Offers for the delivery of the requirement detailed in the RFSO".

- 1.2.3 This requirement consists of *Sampling Collection* services which are excluded from the application of the North American Free Trade Agreement (NAFTA) as per Annex 1001.1b-2, Class H3, Inspection Services, (incl. commercial testing and Laboratory Services except Medical/Dental), subclass H300C, Commercial Testing Laboratory Services, and is exempted under Article XXIII for measures "to protect human, animal or plant life or health" under the World Trade Organization – Agreement on Government Procurement (WTO-AGP).

The Comprehensive Land Claims Agreements (CLCAs) are not applicable to this procurement, as Work will not be delivered to, nor conducted within CLCA areas.

The Procurement Strategy for Aboriginal business is not applicable, as the services will not be delivered to or for an Aboriginal population.

- 1.2.4 The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

1.3 Security Requirements N/A

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) 2016-04-04 Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.2 Submission of Offers

Offers must be submitted only to The Canadian Food Inspection Agency (CFIA) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to CFIA will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES** () **NO** ()

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** () **NO** ()

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Request for Standing Offers

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

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 Offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (1 soft copy)

Section II: Financial Offer (1 soft copy)

Section III: Certifications (1 soft copy)

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

Section I: Technical Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

All information related in any way to price is to appear only in the financial offer.

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Electronic Payment of Invoices

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T 2013-11-06, Exchange Rate Fluctuation,

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

Section III: Certifications

Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Item	Description	Required Supporting Information	Met	Not Met	EVALUATOR COMMENTS																		
M1	<p>The bidder must provide evidence of three (3) similar projects completed recently. Recent is defined as being approximately within the last 5 years.</p> <p>Projects need to include situations that include collecting, handling and shipping food samples for chemical and/or microbiological testing.</p>	<p>Evidence of three (3) similar projects must be provided.</p> <p>Evidence must include:</p> <ul style="list-style-type: none"> • Project Description • Client Name and Contact • Duration • Number and Type of Samples 																					
M2	<p>The Bidder must submit a Standard Operating Procedure (SOP) used for the collection, shipping and recording of food samples:</p>	<p>A sample collection SOP must be submitted with the bid. The SOP(s) must include clear procedures on the following:</p> <ul style="list-style-type: none"> • Handling of samples for microbiological testing • Handling of samples for chemical testing • Procedures for interim storage and temperature control of samples after collection and up to and including shipping • Procedures on how to take adequate photos of samples. • Packing and shipping instructions / procedures • Sample record keeping procedure • Internal quality assurance verification procedures 																					
M3	<p>The Bidder must demonstrate the ability to provide the sample collection for each of the areas for which they have submitted a bid, as identified in section 6.1 of Statement of work.</p>	<p>The Bidder must demonstrate the ability to provide the sample collection service from each of the eleven (11) metropolitan areas, identified in article 6.1 in Annex A, Statement of Work, in which the bidder is submitting in the bid.</p> <p>To demonstrate, the Bidder must provide the physical addresses of the storage facilities in the following locations or a clear plan for meeting the sampling requirement, identified in article 6.3.1 in Annex A, Statement of Work.</p> <table border="1" data-bbox="487 2150 1153 2472"> <thead> <tr> <th data-bbox="487 2150 695 2190">City</th> <th data-bbox="695 2150 1153 2190">Address and location</th> </tr> </thead> <tbody> <tr> <td data-bbox="487 2190 695 2225">Vancouver</td> <td data-bbox="695 2190 1153 2225"></td> </tr> <tr> <td data-bbox="487 2225 695 2260">Kelowna</td> <td data-bbox="695 2225 1153 2260"></td> </tr> <tr> <td data-bbox="487 2260 695 2295">Calgary</td> <td data-bbox="695 2260 1153 2295"></td> </tr> <tr> <td data-bbox="487 2295 695 2330">Saskatoon</td> <td data-bbox="695 2295 1153 2330"></td> </tr> <tr> <td data-bbox="487 2330 695 2365">Winnipeg</td> <td data-bbox="695 2330 1153 2365"></td> </tr> <tr> <td data-bbox="487 2365 695 2400">Toronto</td> <td data-bbox="695 2365 1153 2400"></td> </tr> <tr> <td data-bbox="487 2400 695 2435">Ottawa</td> <td data-bbox="695 2400 1153 2435"></td> </tr> <tr> <td data-bbox="487 2435 695 2483">Montreal</td> <td data-bbox="695 2435 1153 2483"></td> </tr> </tbody> </table>	City	Address and location	Vancouver		Kelowna		Calgary		Saskatoon		Winnipeg		Toronto		Ottawa		Montreal				
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Vancouver																							
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Saskatoon																							
Winnipeg																							
Toronto																							
Ottawa																							
Montreal																							

		Quebec City			
		Halifax			
		Saint John, NB			
		The Contracting Authority may request any documentation from the Bidder to validate, demonstrate or support the Bidder's compliance with this criterion prior to Contract Award. Failure to comply with the request of the Contracting Authority will render the bid non-responsive.			
M4	The bidder must submit a bid for all tiers for each of the areas for which they have submitted a bid, as identified in section 6.1 of Statement of work	The bidder must submit a bid for all tiers for each of the areas for which they have submitted a bid, as identified in section 6.1 of Statement of work			
M5	The bidder must clearly demonstrate that the personnel to be used for the sampling are qualified through an appropriate training protocol.	<p>Following documentation must be submitted with the bid.</p> <ul style="list-style-type: none"> • Documentation demonstrating training as part of a quality management system; • Written training procedure; • Detailed training records (i.e. A copy of training record for the past 3-5 years). 			
M6	The bidder must clearly demonstrate the ability to provide properly completed Sample Submission Form and correctly capture photos of three (3) food products.	<p>Following documents must be submitted with the bid for three (3) Canadian food products :</p> <ol style="list-style-type: none"> 1) Sample submission form, using the template in Appendix III. The form must be completely filled and the information verified against the photos. 2) Photos must be in accordance with Appendix IV, Requirement for Sample Photos <p>Any food product available at any Canadian retail store is acceptable.</p>			

4.1.2 Financial Evaluation

4.1.2.1 The Offeror must submit firm prices and rates for all tiers within each of the eleven (11) locations for which they have submitted an offer, as identified in the Statement of Work in Annex A.

The overall value of the sampling required for all locations is estimated at \$990,020.00.

Option 1 estimated value is \$390,020.00.

Standing offers will be issued as required to cover all locations.

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

For evaluation purposes only, the price of the offer for each location offered will be determined as follows:

The Total Evaluated Offer Price for each Location (OPL) will be the sum total of the Total Evaluated Location Cost for Sample Collection Services (TELCSCS).

Formula: OPL = TELCSCS

M0019T - The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price per location will be recommended for issuance of a standing offer

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the

Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements N/A

6.2 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex E.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

7.2 Security Requirements

7.2.1 There is no security requirement applicable to the Standing Offer.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

[2005](#) (2016-04-04) [General](#) Conditions - Standing Offers - Goods or Services apply to and form part of the Standing Offer.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making Call-Ups against the Standing Offer is from Date of Standing Offer issue to October 31, 2018.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for one (1) year period, under the same conditions and at the rates or prices specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Contracting Authority 10 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "B" of the Standing Offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Contracting Authority is:

Name: Aimée Legault
Title: Procurement Officer
Canadian Food Inspection Agency
Address: 59 Camelot Drive, Ottawa On, K1A 0Y9
Telephone: 613-773-7672
Facsimile: 613-773-7615
E-mail address: aimee.legault@inspection.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority

The Project Authority for the Standing Offer is:

Name: *TBD at issuance of the Standing Offer*
Title: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3 Offeror's Representative

TBD at issuance of the Standing Offer

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES** () **NO** ()

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** () **NO** ()

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: The Canadian Food Inspection Agency.

7.8 Call-up Procedures

- a. Multiple Standing Offers:

Standing Offers will be issued based on the locations for which the bidder offered pricing. Call-ups will be issued based on sampling required in each city/location.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form *PWGSC-TPSGC 942, Call-Up Against a Standing Offer*.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Applicable Taxes included).

7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ (***to be inserted at time of issuance of the Standing Offer***) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

7.12 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2035 (2016-04-04) General Conditions - Higher Complexity - Services (2016-04-04) 2035;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Electronic Payment Instruments
- h) Annex D, Federal Contractors Program for Employment Equity - Certification
- i) Annex E, Insurance Requirements;
- j) the Offeror's offer dated _____ .

7.13 Certifications and Additional Information

7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.13.3 Status of Availability of Resources

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

7.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2035](#) (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Period of the Contract

The Work is to be performed during the period of _____ (*fill in start date of the work*) to _____ (*fill in end date of the work*).

7.3.2 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the

[Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES** () **NO** ()

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** () **NO** ()

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

7.5 Payment

7.5.1 Basis of Payment

The Basis of Payment attached hereto as **Annex "B"** must be used to price any call-up made pursuant to this Standing Offer.

In consideration of the Contractor satisfactorily completing all of its obligations under the approved contract, the Contractor will be paid the firm price stipulated in the Call-up determined in accordance with the Basis of Payment in Annex B. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contract for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.5.2 Terms of Payment - Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract (Call-up) if:

- (a) an accurate and complete invoice and any other documents required by the Contract (Call-up) have been submitted in accordance with the invoicing instructions provided in the Contract (Call-up);
- (b) all such documents have been verified by Canada;
- (c) the Work performed has been accepted by Canada.

7.5.3 A9117C T1204-Direct Request by Customer Department

1. Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
2. To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

7.5.4 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);

7.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. an electronic copy to the Technical Authority identified in the resultant Standing Offer for certification and payment; and
 - b. an electronic copy to be forwarded to the Standing Offer Authority identified under the section entitled "Authorities" of the resultant Standing Offer.

7.7 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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX "A"

STATEMENT OF WORK

1.0 Title

Sample collection, documentation, packaging and shipment of food samples to designated testing facilities in support of the Canadian Food Inspection Agency's (CFIA) Food Surveillance Program.

2.0 Definitions

Food-safety Hazard	Any biological, chemical or physical agent present in the food supply that poses a danger to human health.
Survey	A surveillance tool used to generate baseline data on the presence of microbial and chemical (including allergens) hazards in foods. The data can be used to support the identification/characterization of new and emerging hazards, trend analysis and risk assessments.
Standard Operating Procedure (SOP)	A document prepared by the Offeror outlining detailed procedures to achieve efficiency, quality output and uniformity of performance in the duties. The procedures may cover sample collection, sample handling, data recording, and any other related activities.
Food	As defined in <i>Food and Drugs Act</i> , includes any article manufactured, sold or represented for use as food or drink for human beings, chewing gum, and any ingredient that may be mixed with food for any purpose whatever.
Commodity	Any product and/or article regulated under any Act or regulations administered or enforced by the CFIA. For the purposes of this statement of work, commodity is limited to foods from the following registered sectors: dairy, egg, meat, honey, fresh and process fruits and vegetables and foods from the non-registered sector.
Product Type	Categories provided by the Technical Authority to describe a group of similar food products. i.e. "dried fruit", "infant formula soy".
Business day	Any day between and including Monday to Friday, excluding national statutory holidays.
Offeror	A person or company that undertakes a call-up to provide materials or labor to perform a service or do a job.
Metropolitan area (MA)	A very large urban area (known as the urban core) together with adjacent urban and rural areas that have a high degree of social and economic integration with the urban core. An MA has an urban core population of at least 100,000, based on the previous census.
Sample Plan	A detailed listing of samples to be collected, including the sample identification numbers, date and location planned, etc..

3.0 Statement of Work (SOW) Terminology

3.1 Acronyms

CFIA – Canadian Food Inspection Agency
 SOP – Standard Operating Procedure
 MA – Metropolitan Area
 TS – Targeted Survey

3.2 Forms/Reports

Sample Submission Form	'Form' or 'SSF'
Monthly Sample Collection Reports	'Report #1'
Sample Plan	'Plan' or 'Schedule'
Missing Samples Monthly Report	'Report #2'

4.0 Objective

The objective of the Work is for the provision of sample collection services, including shipping and handling on an "as and when requested" basis in support of the Canadian Food Inspection Agency's (CFIA) Food Surveillance Program, and more specifically the Food Safety Oversight (FSO) program.

5.0 Background

The CFIA is a federal regulatory agency with a mandate to safeguard food, animals and plants to enhance the health and well-being of Canada's people, environment and economy.

Targeted surveys are used to gather information regarding the potential occurrence of hazards in food commodities. The microbiological, allergens, chemical additives and residue contaminant

targeted surveys aim to establish baseline data on priority and/or emerging hazards in targeted commodities.

The CFIA requires service providers to collect samples of food products from retail to support the CFIA's Food Surveillance Programs. The samples collected will be tested by CFIA for various hazards in order to determine the food safety risk to Canadians and identify areas where food safety issues may need to be addressed.

Depending on the results of this testing, the CFIA may be required to take regulatory action under any or all of the Acts it administers or enforces by virtue of section 11 of the *Canadian Food Inspection Agency Act*, or under any other applicable law, on the basis of any information received or obtained in the course of performing the Work under this Standing Offer.

6.0 Scope

The Offeror(s) must provide the following services:

6.1 Sample collection

On an "as and when requested" basis, the Offeror(s) must collect and transport samples detailed in the call-up and associated Sample Plan provided by the CFIA. These samples must be collected by the Offeror(s) from the areas across Canada as identified below. The Offeror(s) must provide for the collection of the samples detailed in the Sample Plan, document requested details, package, and ship or deliver samples to a designated testing facility.

The CFIA estimates that within an annual period, approximately 24,000 samples will be required to be collected nationwide. These samples will be collected at the retail level. These may include, but would not be limited to, samples from the following venue types: grocery stores, U-picks, farmer's markets, ethnic stores, specialty stores, coffee/tea houses, and juice bars.

Collection of samples will be required at each of the following 11 Metropolitan Areas as defined by Statistics Canada for the 2011 Census at the following link

https://www12.statcan.gc.ca/census-recensement/2011/geo/map-carte/ref/cma_ca_ct-rmr_ar_sr/index-eng.cfm :

1. Greater Vancouver Area
2. Kelowna
3. Metropolitan area of Calgary
4. Metropolitan area of Saskatoon
5. Metropolitan area of Winnipeg
6. Greater Toronto Area
7. Metropolitan area of Ottawa - Gatineau
8. Greater Montreal Area
9. Metropolitan area of Quebec City
10. Metropolitan Area of Halifax
11. Metropolitan Area of Saint John, NB

The estimated sample volumes per 12 month period for each location are as follows:

Location	# of Samples ¹
Greater Vancouver Area	600
Kelowna	180
Metropolitan area of Calgary	660
Metropolitan area of Saskatoon	180
Metropolitan area of Winnipeg	240
Greater Toronto Area	1,800
Metropolitan area of Ottawa	540
Greater Montreal Area	900
Metropolitan area of Quebec City	480
Metropolitan area of Halifax	240
Metropolitan area of Saint John, NB	180
Total	6,000

¹These numbers are provided as estimates only for planning purposes. These numbers should in no way be construed as final. Actual numbers may vary depending on the CFIA priorities and needs at the time. An example of types of samples required for collection provided in Appendix V, Sample Product Types.

6.2 Procedures

- 6.2.1** The Offeror must provide the samples collected in accordance with the Sample Plan. Refer to Appendix I, Example Forms and Reports for an example of a sample plan. The Offeror must ship and handle samples as outlined in Appendix II, Sample

Collection, Storage and Shipping Instructions, as well as any plan specific guidelines provided by the Technical Authority.

- 6.2.2** The Offeror's Standard Operating Procedures (SOP) for sample collection, handling, and storage must be in compliance with the detailed sampling guidelines, which will be provided by the Technical Authority along with the Sample Plan upon issuance of the first call-up. The Offeror will be required to provide detailed information on the samples collected, including but not limited to, information on product, collection and shipping, as per Appendix III, Sample Submission Form.

Turnaround time for collecting samples

- 6.2.3** The date in the Date Planned field of the Sample Plan will indicate either specific weeks or month. The Offeror must conduct sample collection activities during the week indicated. In the case of a month indicated (ie. 2016-07-01), sample collection activities must be evenly distributed over the month, with sampling occurring during at least four (4) weeks within the month, unless agreed upon in writing by the Technical Authority.

7.0 Tasks and Technical Specifications

- 7.1.1** Upon receipt of the call-up the offeror must conduct sample collection activities as prescribed in the Sample Plan.
- 7.1.2** The Offeror(s) must ensure that samples are collected over the entire location over the course of a month, as stipulated in the Sample Plan, to ensure representative sampling.
- 7.1.3** The Offeror(s) must ensure that samples collected provide representation from all National and large regional chains within each MA as well as a variety of smaller regional, local and specialty stores over the course of a month, as stipulated in the Sample Plan, to ensure representative sampling.
- 7.1.4** The Offeror must collect samples as pre-packaged products unless stated otherwise. Where the Offeror must collect a bulk sample, the sample must be packaged individually to avoid direct contact with shipping and-or other material in the same shipping container to ensure the integrity and traceability of the collected product. For general specifications, see Appendix II Sample Collection, Storage and Shipping Instructions. Detailed sampling guidelines will be provided by the Technical Authority along with the Sample Plan upon issuance of the relevant call up.
- 7.1.5** The Offeror(s) is responsible for the integrity of the sample up to the point of receipt by the testing facility.
- 7.1.6** The Offeror must provide a sample submission form with each sample collected. The Offeror must use the Sample Submission Form template, Appendix III, Sample Submission Form, and must complete it electronically. The Offeror must deliver a hardcopy of this form to the testing lab along with the sample material.
- 7.1.7** The Offeror must take digital photos for each sample prior to packaging. Photo submission requirements are as follows:
- The Offeror must provide a minimum of two (2) digital photos in JPG format for each sample in accordance with Appendix IV, Requirements for Sample Photos.
 - The Offeror must submit photos along with Sample Submission Forms, which have been verified by the Offeror for quality control in an electronic format semi-monthly, on CD/DVD or other appropriate media to the Technical Authority. Media may be returned to the Offeror(s) at their expense, upon request. Other file transfer methods may be considered pending approval from, and at no additional cost to the Technical Authority. In some cases, the Technical Authority may request delivery of the sample photo(s) and sample submission forms for clarification or investigation ahead of the reporting schedule.
- 7.1.8** The Offeror(s) must ensure that all photos provided are of sufficient clarity and quality so that all details on the package can be observed. Refer to Appendix IV, Requirement for Sample Photos for photo requirements.
- 7.1.9** The Offeror must submit photos, the digital copy in .pdf format of the Sample Submission Form and the Monthly Sample Collection Report (report #1) to the Technical Authority no more than ten (10) business days after the end of the month.

- 7.1.10 Samples received without a complete and accurate sample submission form or without a complete set of clear and legible photos will be deemed unfit by the Technical Authority. Charges associated with these samples will not be accepted.
- 7.1.11 The Offeror(s) must ensure the Sample Submission Form is complete and accurately represents the sample collected. Information in Report #1, Sample Submission Form, and sample photos must be consistent.
- 7.1.12 The Offeror(s) must ensure the samples collected fit the description specified in the Sample Plan and / or sample guidelines provided upon issuance of a call-up. Sample(s) that fail to meet the Sample Plan and the detailed sampling guidelines or the shipping and temperature requirements will be deemed unfit. Re-collection of the sample(s) may be requested by the Technical Authority. Charges associated with unfit samples will not be accepted by the Technical Authority.
- 7.1.13 If a sample cannot be collected in accordance with the Sample Plan, the Offeror(s) must contact the Technical Authority by e-mail to get further instructions at FSAPsamples@inspection.gc.ca within five (5) business days of the scheduled collection date.

8.0 Responsibilities of Canada

The Technical Authority will provide the Offeror(s) with the following documents:

- 8.1.1 A detailed Sample Plan similar to that shown in Appendix I, Example Reports. Every effort will be made by the Technical Authority will provide the Sample Plan no less than ten (10) calendar days prior to the first required sampling date. The Sample Plan provides details to the Offeror(s) regarding sample specifications, including but not limited to, the commodity and product type of samples, approximate sample size, origin and location of samples to be collected.
- 8.1.2 Guidelines for the collection of samples that provides detailed sample selection criteria, specific handling instructions and/or shipping requirements will be provided to the Offeror(s) upon issuance of the call up.

These documents may be modified as required during the course of the call-up, based on progress of the survey, CFIA's business requirements and the observations of the Offeror(s).

9.0 Reporting

- 9.1.1 The Offeror(s) must deliver, a Sample Collection Report (report#1) semi-monthly electronically in Microsoft Excel format, to the Technical Authority, as specified in Article 12.3 Reporting, as prescribed by the Technical Authority.
- 9.1.2 The Offeror must provide a Missing Samples Monthly Report (Report #2), electronically in Microsoft Excel format to the Technical Authority, outlining the samples that were not collected in the previous month and provide justification for not delivering the samples.

10.0 Constraints

The Offeror(s) must adhere to the following constraints:

- 10.1.1 The Offeror(s) must not release any records or information related to their collection activities under this Standing Offer with the CFIA to any entity other than the Technical Authority.
- 10.1.2 The Offeror(s) must not make any application to the testing facility for testing results. Testing facilities are not permitted to provide testing results to any entity other than the Technical Authority

11.0 Inspection of Facilities

The Technical Authority or agents of Canada may conduct a site visit and evaluation to verify that the technical capabilities and human and material resources of the Offeror(s) meet the requirements of the Standing Offer. For example, turnaround times, reporting, sampling, shipping and handling procedures may be verified.

On occasion, the CFIA is subject to external audits either by other government departments or foreign countries. The Offeror(s) must participate in any such audit to the extent that the audit applies to the services provided by the Offeror(s)

12.0 Deliverables

12.1 Samples

The Offeror(s) must deliver all samples in accordance with the Sample Plan.

12.2 Sample Submission Form and Photos

The Offeror(s) must provide a Sample Submission Form and Photos for each sample collected for the survey. The form template provided as Appendix III, Sample Submission Form, must be used. Detailed requirements for Photo submission is described in Appendix IV, Requirement for Sample Photos.

12.3 Reporting

12.3.1 Sample Collection Report, Report#1:

This report must contain the following information for all samples received for the month:

- (i) **SAMPLE NUMBER** – The sample number identified on the Form. This will correlate with an equivalent sample number in the survey to be provided.
- (ii) **Region** – This is identified in the survey and will reflect the location of the sample that was sampled on the form.
- (iii) **City** – The name of the city where the sample is purchased.
- (iv) **PickupProv** – The name of the province where the samples is purchased.
- (v) **Plan_Code** – This is provided in the survey for each sample.
- (vi) **Description** – Brief plan code description.
- (vii) **Commodity** – This will be dairy, egg, meat, honey, fresh or processed depending on the sample.
- (viii) **Other Sampling Details** – Additional information if needed.
- (ix) **Store_Type** – The type of the store where a sample is purchased. This should be correlated to Survey specification.
- (x) **Sample Size (g or mL)** – Minimum weight/volume requested of the sample.
- (xi) **Destination Lab** – This code will be assigned to the destination laboratory by CFIA to be used on all reports.
- (xii) **PickUp Contractor** – Name of the Offeror's company.
- (xiii) **Date Sample** – Date the sample was picked up, this will be on the Form.
- (xiv) **Purchase At (Store name)** – The name of the store where the sample is purchased.
- (xv) **PurchaseAt Address** – The address of the store where the sample is purchased.
- (xvi) **Brand Name** – The brand name of the product.
- (xvii) **Sample Description** – This is a description or common name of the sample provided in the form. The text is to be a detailed description of the actual sample received. In the case of any ambiguity, the Technical Authority will be consulted.
- (xviii) **PRODUCT TYPE** – This is provided in the survey for each sample. The value is to be updated if the actual sample received does not match the value received in the Sample Plan. In the case of any ambiguity, the Technical Authority will be consulted. The value must match a value for this field that will be provided with the Sample Plan
- (xix) **Perishable** – This will be either YES or NO.
- (xx) **Storage Condition** – The storage condition of the sample at the store one of:
 - Refrigerated
 - Frozen
 - Room Temperature
- (xxi) **NoUNIT** - number of units purchased to make up a sample
- (xxii) **Sample Size** – A numeric value of the sample size.

- (xxiii) **Sample Size Unit** – The unit used for the sample size. This can be g (gram), kg (kilogram) or other. The value must match a value for this field that will be provided with the Sample Plan
- (xxiv) **Total Sample Size** – A numeric value of the total sample size of all units making up the sample. The total is to be in the same units as the **SampleSize** above
- (xxv) **Container Type** – The type of the container used for sample package.
- (xxvi) **ORGANIC** - Yes or No
- (xxvii) **CERT.BODY** – Organic certification body indicated on label or store shelf. Selections available in drop down menu of form. If no certification body is present, use unknown:
- (xxviii) **Other Certification Body** – Enter Name of Certification body if chose OTHER above
- (xxix) **SubmitterComment** – Report any deviations of the sample from the Survey, such as change of country of origin, region is different, guidance provided by the Technical Authority.
- (xxx) **Country/Origin** – This is the full name as spelled out in the table provided. A table of the country names/codes to use will be provided to the Offeror. Alternatively the three letter country code that matches the country of origin for the sample will be acceptable.
- (xxxi) **Domestic/Import** – This will be either Domestic or Import depending on the source of the sample.
- (xxxii) **UPC Number** – The barcode printed on the sample label.
- (xxxiii) **Lot Number** – The lot number of the sample.
- (xxxiv) **Best Before Date** – The Best Before date described on the product package. This date should be entered exactly as indicated on the package. This must be set as a text field, so that Excel does not alter the entry.
- (xxxv) **GROWERIMPORTEDPACKEDDIST** - Company's relationship to the product (i.e. Distributed By; Imported For; Processed by; Other)
- (xxxvi) **Grower / Importer Name**- Name of Grower/importer/manufacturer.
- (xxxvii) **GROWER / IMPORTER (ADDRESS)** - Address of above
- (xxxviii) **Name of Sampler** – Full name of the sampler.
- (xxxix) **Track No** – Tracking number from the courier receipt.
- (xl) **Shipped / Drop off Date (yyyy-mm-dd)** – The date the sample is shipped to or dropped off at the laboratory in the format of DD/MM/YYYY.

12.3.2 Missing Samples Monthly Report, Report #2:

This report must contain the following information for all samples not collected during the month:

- (i) **SAMPLE NUMBER** – The sample number identified on the Sample Plan.
- (ii) **Region** – The region the sample was originally scheduled. This will be provided on the Sample Plan.
- (iii) **City** – The name of the city where the sample was originally scheduled to be purchased.
- (iv) **PickupProv** – The name of the province where the sample was originally scheduled to be purchased.
- (v) **Store_Type** – The type of the store where a sample was scheduled to be purchased. This will be provided on the Sample Plan, if required.
- (vi) **Date_Planned** – Date the sample was scheduled to be picked up, this will be on the Sample Plan.
- (vii) **Plan_Code** – This is provided in the Sample Plan for each sample.
- (viii) **Comments** – Brief explanation of why the sample was missed. Please include any details that may affect re-scheduling.

- (ix) **Date_Reschedule** – Date the sample will be re-scheduled to be collected, this will be provided by the Technical Authority.
- (x) **Action Requested** – Any changes to the original plan, this will be provided by the Technical Authority, such as city, store type, product type, etc.

13.0 Additional Services

13.1 Expert Testimony Services

On an “as and when requested” basis, the Offeror(s) must provide Expert Testimony. The CFIA may be required to take regulatory action under any or all of the Acts it administers or enforces by virtue of section 11 of the *Canadian Food Inspection Agency Act*, or under any other applicable law, on the basis of any information which the CFIA or its employees, officials, agents, or Offeror(s) may receive or obtain in the course of performing the Work or by any other means. Such regulatory action may be taken by or on behalf of the CFIA without any repercussion whatsoever from the Offeror(s) to the CFIA. The Offeror(s) may be called upon to act as Expert Witness at legal proceedings. Testimony or evidence may be required in relation to a food sample with the Offeror, including receipt, storage and disposal, and details of the procedures utilized to collect, store and transport the sample.

14.0 Travel and Living Expenses

Sample collection and delivery activities may require travel outside the home territory of the Offeror(s). Travel and living expenses will not be reimbursed for sample collection activities.

APPENDIX I EXAMPLE FORMS AND REPORTS

Sample Plan:

SAMPLE NUMBER	REGION	City	PickupProv	DATEPlanned	PLAN_CODE	Description	PRODUCTTYPE	OTHERSAMPLING DETAILS	COMMODITY	STORE_TYPE	WPLESIZE (g or Domestic/Import)	ORIGIN	Destination Lab	PickupContractor	Tier	SmpCat
B2016HCC001501	ATLANTIC	HALIFAX	NS	11-Apr-16	2016_SB3020	Powdered Infant Formula			DRY		250G	DOMESTIC OR IMPORT	XXXXX	XXXXX	3	BACTERIOLOG
B2016HCC001502	ATLANTIC	HALIFAX	NS	25-Apr-16	2016_SB3020	Powdered Infant Formula			DRY		250G	DOMESTIC OR IMPORT	XXXXX	XXXXX	3	BACTERIOLOG
B2016HCDM00001	ATLANTIC	HALIFAX	NS	25-Apr-16	2016_SB3015	Imported raw/unpasteurized milk cheese			DAIRY		250G	IMPORT	XXXXX	XXXXX	2	BACTERIOLOG
B2016HCDM00002	ATLANTIC	HALIFAX	NS	11-Apr-16	2016_SB3015	Imported raw/unpasteurized milk cheese			DAIRY		250G	IMPORT	XXXXX	XXXXX	2	BACTERIOLOG
B2016HCDM00601	ATLANTIC	HALIFAX	NS	18-Apr-16	2016_SB3018	RAW GROUND BEEF			MEAT		250G	DOMESTIC OR IMPORT	XXXXX	XXXXX	1	BACTERIOLOG
B2016HCDM00602	ATLANTIC	HALIFAX	NS	04-Apr-16	2016_SB3018	RAW GROUND BEEF			MEAT		250G	DOMESTIC OR IMPORT	XXXXX	XXXXX	1	BACTERIOLOG
B2016HCDM01201	ATLANTIC	HALIFAX	NS	04-Apr-16	2016_SB3012	Dried sprouted seeds (whole or powder form)			DRY		250G	DOMESTIC OR IMPORT	XXXXX	XXXXX	2	BACTERIOLOG
B2016HCDM01202	ATLANTIC	HALIFAX	NS	18-Apr-16	2016_SB3012	Dried sprouted seeds (whole or powder form)			DRY		250G	DOMESTIC OR IMPORT	XXXXX	XXXXX	2	BACTERIOLOG

Sample Collection Report (Report #1):

SAMPLE NUMBER	REGION	CITY	PickupProv	Store_Type	DATEPlanned	PLAN_CODE	Comments	Date_Reschedule	Action_Requested

Contractor:
Date (dd/mm/yy):

SAMPLE NUMBER	REGION	CITY	PickupProv	Store_Type	DATEPlanned	PLAN_CODE	Comments	Date_Reschedule	Action_Requested
2016FSOR0003	WEST	CALGARY AB	2016_FS5QR						
2016FSOR0003	WEST	CALGARY AB	2016_FS5QR						
2016FSOR0021	WEST	CALGARY AB	2016_FS1LR						
2016FSOR0051	WEST	CALGARY AB	2016_FS1LR						
2016FSOR0051	WEST	CALGARY AB	2016_FS1LR						

APPENDIX II

SAMPLE COLLECTION, STORAGE AND SHIPPING INSTRUCTIONS

COLLECTION SAMPLE INSTRUCTIONS

1. The Offeror(s) must ship or personally deliver the samples to the designated testing facilities. The Offeror must notify the Technical Authority of any sample(s) in the Sample Plan that cannot be collected and submitted, along with rationale for such. The CFIA, at its discretion, may request substitution of the sample with another in the same tier that can be collected.
2. The Offeror must ship samples accordance with the following criteria:
 - a. Microbiological samples must be sent by overnight courier.
 - b. Chemical/allergen testing samples that are perishable must be sent by overnight courier.
 - c. Chemical/allergen testing samples that are shelf stable (i.e. not time sensitive) may be sent by any method selected by the Offeror
 - d. Alternately to (a), (b) and (c), the samples may be personally delivered to the testing lab at no additional cost.
 - e. All shipping costs are the responsibility of the Offeror.
3. Refer to the Sample Plan for comprehensive sampling requirements including:
 - a. Sample number
 - b. Product type
 - c. Country of origin
 - d. Sampling location (store type and city)
 - e. Other sample details

These sampling requirements are vital to the validity of the Survey. **No substitutions or alterations** of product type, sample number, country of origin, or location are permitted. If a sample cannot be collected in accordance with the Sample Plan, the Offeror(s) must contact the Technical Authority by e-mail to get further instructions at FSAPsamples@inspection.gc.ca within five (5) business days of the scheduled collection.

Unless otherwise stated, for each Sample Plan, samples must include:

- The largest number of brands possible
- Representatives of fair trade, premium, generic, organic and non-organic products
- Both domestic and imported products
- As many different countries of origin as possible
- All available packaging types (For example: packaged in plastic, glass, cardboard box, canned, etc)

The Offeror(s) must inform the Technical Authority immediately if a selection of products is not available to fulfill a specific sampling plan. Multiple samples from the same region, brand and lot will not be accepted, unless requested in the Sample Plan.

Refer to the ***Food Safety Oversight (FSO) Allergens and Chemistry Sampling Instructions***, and ***Sampling Guidelines (Retail) for Food Safety Oversight in Microbiology*** documents for more information regarding the selection, sampling, shipping, and recording of sample details for each product.

Sampling Sites

Samples must be collected at retail locations across the MA specified in the Sample Plans.

The Offeror(s) must ensure that samples collected provide representation from all National and large regional chains within each MA as well as a variety of smaller regional, local and specialty stores over the course of a month to ensure representative sampling.

Unless otherwise stated, sampling sites must include:

- Mainstream grocery supermarkets,
- Non-traditional grocery supermarkets (Wal-Mart, Costco, Canadian Tire),
- Other conventional retail (ethnic stores, corner stores)
- Natural food stores, and
- Health food stores.

General Sampling Instructions (Refer to guidelines for plan-specific requirements):

- The Offeror must not sample open, broken or damaged products.
- The Offeror must not sample products that are past the “use by” date or the “best before” date.
- The Offeror must collect samples so that they can be tested before the “use by” or “best before” date. Refer to specific guidelines for timeframe.
- The Offeror must not sample products which in any way appear to be damaged, rotten or adulterated.
- The Offeror must not sample the same product more than once at the same location within the same day
- The Offeror must send samples in their original packaging to the laboratory.
- The Offeror must submit a completed Sample Submission Form with each sample (Appendix III, Sample Submission Form). It is imperative that the country of origin/processing/packaging and/or the importer address be clearly identified on the sample form. Describe the sample brand/type/flavour in as much detail as possible. Include the lot number (stamped in ink on box, carton or can) and/or expiry date of the product if available.
- The Offeror must store sample submission forms and pictures electronically.
- The Offeror must ship samples so that they arrive intact.
- The Offeror must ship refrigerated items with ice packs and frozen samples with freezer packs.
- The Offeror must not sample from bulk bins unless specified.

SAMPLE STORAGE AND SHIPPING INSTRUCTIONS

The Offeror must transport samples to the Testing laboratory in accordance with the following standards:

1. All samples must be collected so that they can be tested (including re-test and confirmation test) before the “use by” or “best before” date.
2. Samples that are perishable must be sent by overnight courier.
3. Samples that are shelf stable may be sent by ground unless noted otherwise.

The Offeror must store and transport samples under conditions that maintain the integrity of the sample. In that context, the Offeror must follow the instructions described below:

1. The Offeror must ship samples promptly. The Offeror must store perishable samples that are not shipped immediately within the temperature ranges specified below (#9) prior to shipping. These samples must not be kept stored for more than 24 hours prior to shipping. The Offeror must ship Non-perishable samples within the week/month indicated in DatePlanned of the schedule.
2. For refrigerated samples, it is recommended that the Offeror cool samples rapidly at a temperature between 0 and 5° Celsius prior to shipping to better maintain appropriate temperature control while shipping.
3. The Offeror must transport refrigerated samples with suitable refrigerant capable of maintaining the samples at a temperature between 0 and 10° Celsius unless otherwise stated in specific guidelines.
4. The Offeror must transport refrigerated and frozen samples in insulated shipping containers of rigid construction so that they will arrive at the laboratory in good condition while maintaining the prescribed temperatures.
5. The size of the shipping container should be sufficient to hold the samples, packing and cooling materials while maintaining sample and packaging integrity.
6. The Offeror should pack samples tightly to prevent shifting within the shipping container but not too tightly as to compress or damage the samples during transport. The Offeror should use scrunched up newspaper, shredded paper, Styrofoam nuggets, or other suitable material for packing.
7. Shipping containers, refrigerant and packing materials must be clean, dry and sanitary.
8. The Offeror must not freeze refrigerated products, unless authorized by the Technical Authority. Care should be taken to ensure ice packs are not in direct contact with refrigerated samples to avoid freezing the samples.
9. Unless otherwise stated in the sampling guidelines for the specific plan, the offeror must ensure samples are received at the laboratory within the following temperature ranges:
 - Refrigerated samples: Between 0.0 and 10.0 ° C
 - Frozen samples: Less than -0.0 ° C
 - Room Temperature Samples: Above 0.0 ° C

The Offeror must notify the Technical Authority when the integrity of a sample or its packaging has been compromised, or when the maximum arrival temperature has been exceeded. The sample will be deemed unfit and must be resampled and resubmitted, at no additional cost.

Return of Shipping Containers and associated shipping consumables

If return of shipping containers and associated shipping consumables (such as gel packs) is requested, this will be done at the Offeror(s)' expense and must be arranged to occur with minimal impact on the receiving lab. The Offeror(s) will be responsible for arranging the return of shipping containers/materials and all costs associated with the retrieval of shipping containers/materials. (E.g. coolers, Ice packs, etc.)

APPENDIX III

SAMPLE SUBMISSION FORM

FSAP SAMPLE GATHERING INFORMATION		SAMPLE PLAN: 2015_AB123	
Destination Lab: (Lab name) XXXXXXXXXXXXX			
2016-2017 Targeted Surveys.		Sample # (please enter the full ID):	
Domestic/Import :		B2013ABCD0123	
Date Sampled:		Type:	BACTERIOLOGY
(dd/mm/yyyy) XX/XX/XXXX		# Units	##
Country of Origin: (i.e. Canada): XXXXX			
Comment: XXXXXX			
Organic (Yes/No)XXX Certification BodyXXXXXXX			
Other Certification Body: XXXXXXXXXXXX			
Retail Location: (Complete Name and Address)			
XXXXXXXXXXXX #### Anystreet, Somewhere, XX X#X #X#			
Grower / Imported By / Distributed By address: (Complete name and address):			
XXXXXXXXXXXX #### Anystreet, Somewhere, XX X#X #X#			
Pick Up by: (Company name) XXXXXXXXXXXXXXX			
Sampled By: XXXXXXXX DD/MM/YYYY		Date Received:	Phone#: XXX-XXX-XXXX Call for
Sample #	B2013ABCD0123		
Description:	XXXXXXXX		
Product Type: XXXXXXXXXXXX		UPC #: XXXXXXXX	
Brand Name:	XXXXX		
Container type:	XXXXXXX	Storage Condition	XXXXXXX
UPC # XXXXXXXXXXXX	Best Before Date: (as shown on package): Jan 1, 2010		
Lot #	123XX4		
Unit Size ####	## XX g, ml, etc.	# Units ##	
Total Sample Size ##### xx			
Total Weight * ###.# kg			
Temperature on receipt: (i.e. 4°C) XX°C			
Date Received:			
Lab Info:			

APPENDIX IV

REQUIREMENT FOR SAMPLE PHOTOS

At least 2 digital photos of every sample must be taken and forwarded to the Technical Authority before the sample is received by the lab. Additional sample photo(s) will be requested when details of the sample are not captured. Photo size is between 1600 X 1200 ppi and maximum 2592 X 1944 ppi.

- 1 or more photos must clearly show the entire sample.
- 1 or more photos must clearly show all sub-units collected, including the "Best Before" date and lot number of all sub-units.
- 1 or more photos must clearly show the product information printed on the product, i.e. Brand, lot number, expiry date, list of ingredients, manufacturer, and country of origin, etc.
- All sides of the product must be captured in the photos, regardless of information present.
- All photos must clearly show the sample number and plan code (marked or labeled by the sampler). The sample number in the photos must not be digitally altered or added.

Each sample must be photographed with the following, information (if present on the packaging), clearly and legibly displayed. Blurry or illegible photos or photos missing information will be rejected and may result in the sample being deemed unfit and must be resampled and resubmitted at no additional cost to the CFIA.

- Manufacturer/company name
- Brand Name
- Product Type
- List of Ingredients
- Sample Number
- Country of Origin
- Lot number
- UPC number
- Inspection Legend and Establishment Number (if applicable)
- Preparation instructions/Cooking instructions (if applicable)
- All photos must be in jpg format. Photo files must be named with Sample Number in the beginning, followed by letter(s) at the end to identify the side of the package. In case of more than 1 photo are taken from one side, add number at the end, i.e. C2014ABCD12345_F1.jpg
 - 'F' for Front view
 - 'B' for Back view
 - 'L' for Left view
 - 'R' for Right View
 - 'T' for Top view
 - 'BM' for Bottom view
 -
- Boxed items may require seven or more pictures to capture all sides (Front, Back, Left, Right, Top, Bottom and entire box), as well as complete label information.
- Submitted sample photos are somewhat expected to be similar to the ones below. The quality of the photos must be good enough to get any required information including Universal Product Code (UPC) and List of Ingredients (LOI) if needed once zoomed in.
- Sticker, tape, or any other marking object must not block the printing on original package.
- See below as an example of these photos:
 - Photo #1: C2012ABCD01234_B
 - Photo #2: C2012ABCD01234_F

Photo #1 C2012ABCD01234_B



Photo #2: C2012ABCD01234_F

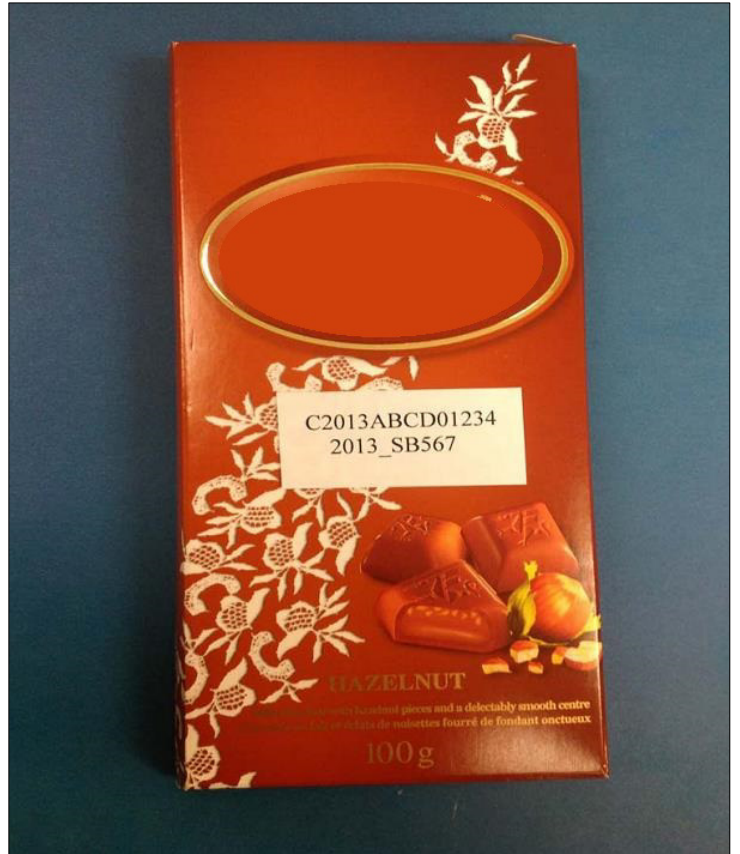


Photo #2 C2012ABCD01234_F1



APPENDIX V

SAMPLE PRODUCT TYPES

These products are provided as examples only for planning purposes. They should in no way be construed as final. Actual products may vary depending on the CFIA priorities and needs at the time. The categorization and/or addition of product types are at the discretion of the Technical Authority. The Tier will be identified on the Sample Plan.

Tier 1:

Fresh Herbs (Conventional)

Including, for example, bulk, pre-packaged, washed, fresh-cut or mixed, excluding dried herbs and organic fresh herbs:

- Cilantro
- Oregano
- Parsley
- Savory
- Rosemary

Fresh Fruit and Vegetables

Including, for example, bulk, pre-packaged, washed, fresh-cut, or mixed:

- Cucumber
- Lettuce
- Spinach
- Mixed Greens
- Mushrooms
- Melon
- Berries
- Bell Pepper
- Mango
- Potatoes
- Fresh-cut Mixed Vegetables or fruits, with or without dressing or dips
- Fresh Corn

Excludes Papaya and Durian (tier 2)

Processed Fruit and Vegetables

Including, for example, bulk, pre-packaged, frozen, pureed, cut, or mixed (excludes dried fruit and vegetables except for potatoes):

- Stir-fry mixes
- Frozen corn and vegetables
- Pickles
- Tomato Sauce
- Apple Sauce
- French fries
- Potato Flakes

Excludes Papaya and Durian (tier 2)

Fresh Sprouts

Including, for example, bulk, pre-packaged, washed, fresh-cut or mixed (excludes dried sprouted seeds, sprout powders and seeds for sprouting):

- Bean Sprouts
- Alfalfa Sprouts
- Wheatgrass

Nuts and Nut Products

Including, for example, in-shell and shelled nuts, cut and ground nuts, nut powders and nut spreads and butters (excludes sprouted nuts and sprouted nut products, if sampled for a sprouted seed plan):

- Almond
- Brazil Nut
- Peanut
- Pecan
- Pistachio
- Walnut

Beans and Bean Products (including Legumes)

Including, for example, dried, canned and ground beans, bean pastes, soy and soy products (not listed elsewhere), chickpeas and chickpea products:

- Kidney Beans
- Lima Beans
- Soy Beans
- Chickpea and Chickpea products (eg. Hummus)
- Lentils
- Soy Butter
- Pea Flour
- Dried Peas

Non-Alcoholic Beverages

Including, for example, fresh, frozen, canned (excluding dairy products):

- Fruit and Vegetable Juices (fresh, concentrate, cold pressed, unpasteurized, canned, etc.)
- Soft Drinks
- Bottled Water
- Flavoured drinks
- Sport Drinks
- Rice and Soy Milk
- Drink mixes

Milk and Dairy Products (excluding cheese)

Including, for example, fresh, frozen, canned and dried:

- Milk
- Milk Powder
- Yogurt
- Ice Cream
- Cream

Condiments, Sauces and Spreads

Including, for example:

- Ketchup
- Prepared Mustard
- Salad Dressings
- Cooking and Pasta Sauces
- Syrup
- Tahini
- Preserves
- Butters and spreads, not included elsewhere
- Vinegar

Oils and Shortenings

Including, for example:

- Olive Oil
- Vegetable Oil
- Animal Fats including Lard
- Butter
- Margarine
- Shortening

Desserts, Candy and Snacks (excluding cakes)

Including, for example:

- Cookies
- Fruit Snacks
- Licorice
- Pudding and Custards
- Chocolate
- Candy
- Dessert Toppings
- Fresh, Frozen, and prepackaged Desserts, excluding Cakes
- Corn or Potato chips (other vegetable chips in tier 2)
- Crackers
- Popcorn
- Chocolate Bars

Cooking and Baking Ingredients:

Including, for example (unless otherwise listed in tier 2):

- Baking Mixes
- Baking Powders
- Gelatin Products
- Pie Fillings
- Chocolate Chips and baking chocolate
- Raisins
- Cocoa Powder
- Sugar
- Molasses

Seeds, Grains and Related Products (excluding items listed under tier 2)

Including, for example:

- Whole grain, powder, and flours of wheat, rye, barley and other cereals
- Rice and Rice powders and flours
- Corn Products
- Couscous
- Seeds, such as sesame, sunflower and pumpkin seeds

- Products containing sprouted nuts, seeds or grains, not sampled as part of a sprouted seed or product plan. (Products sampled under a plan not specifying “Sprouted” will, for the purpose of this standing offer be classified as if the product contains no sprouted ingredients.)
- Pasta and Breads
- Breakfast Cereals (excluding infant and toddler cereals)

Meat and Eggs

Including, for example, fresh, cooked, uncooked, canned, pickled (Excluding fish and seafood):

- Ground meat
- Sausage
- Deli meats
- Smoked meats
- Whole Muscle (steak, breast, etc.)
- Ready to Cook meat products (Chicken strips, hamburgers, marinated steak or breast pieces, etc.)
- Shell Eggs
- Egg Products

Meat and Dairy Alternatives

Including, for example:

- Tofu and other meat analogues (Soy and vegetable based)
- Dairy Alternatives

Infant / Toddler Food (excluding Cereals, Juices and Formula)

Including, for example:

- Infant Biscuits
- Toddler Snacks
- Toddler meals
- Infant Food (non-cereal)
- Baby Food Puree

Fish and Seafood

Including, for example:

- Canned Fish and Seafood, including canned smoked products
- Imitation crab, lobster and seafood products
- Products made with fish paste
- Fish balls
- Pickled or marinated fish and seafood products
- Herrings, sardines and anchovies

Alcoholic Beverages (Beer and Coolers)

Including, for example:

- Beer
- Coolers

Excludes Wine and Sprints

Processed Products not listed elsewhere

Including, for example:

- Prepared Salads
- Canned soup and soup mixes
- Pizza Products
- RTE Meals

Tier 2:

Fresh Herbs (Organic)

Including, for example, bulk, pre-packaged, washed, fresh-cut or mixed, excluding all dried herbs and conventional fresh herbs:

- Cilantro
- Oregano
- Parsley
- Savory
- Rosemary

Dried Herbs (Conventional and Organic)

Including, for example, bulk, pre-packaged, or mixed, excluding all fresh herbs:

- Cilantro
- Oregano
- Bay Leaf
- Curry Leaf
- Dill

Dried Spices (Conventional and Organic)

Including, for example, bulk, pre-packaged, or mixed, excluding all fresh products (eg. Mustard greens, minced fresh garlic, fresh onions, etc.):

- Nutmeg
- Black Pepper
- Cloves
- Garlic Powder
- Turmeric
- Mustard Seed
- Spice Mixes

Ancient and Specialty Seeds, Grains and Related Products (excluding items listed under tier 1)

Including, for example, whole grains, powder, and flours and products of

- Spelt
- Tricale
- Kamut
- Amaranth
- Quinoa
- Teff
- Hemp
- Chia

Products containing these grains or seeds that are not sampled as part of a product plan requesting these grains will, for the purpose of this standing offer, be classified as if the product contains no ancient or specialty grain ingredients.

Gluten Alternative Flours (excluding items listed under tier 1)

Including, for example, whole grains, powder, and flours and products of

- Arrowroot flours and products
- Coconut flours
- Guar Gum

Cheese

Including, for example:

- Cheese (non-dairy cheeses will be captured in tier 1 under Dairy Alternatives)

Tea and Coffee (excluding RTE beverages)

Including, for example, whole bean, loose leaf, ground, tea bags and single serve (ie. K-cup, Tdisc):

- Coffee Beans
- Coffee Grounds
- Herbal Tea
- Black Tea
- Green Tea

Dried Fruits and Vegetables (excluding Raisins)

Including, for example:

- Dried Mushroom
- Prunes
- Dried Apricots
- Mixed Fruits and nuts
- Dried Dates
- Banana chips
- Carrot Chips

Chips, not corn or potato

Including, for example:

- Vegetable chips
- Dried/processed pea products
- Vegetable crisps

Dried Sprouted Seeds, Grains and Related Products (excluding fresh sprouts)

Including, for example:

- Products containing sprouted nuts, seeds or grains, sampled as part of a sprouted seed or product plan.
- Seeds for Sprouting
- Products containing dried sprouted seeds or nuts

Products sampled under a plan not specifying "Sprouted" will, for the purpose of this standing offer be classified as if the product contains no sprouted ingredients.)

Alcoholic Beverages (excluding Beer and Coolers)

Including, for example:

- Wine
- Spirits

Cakes

Including, but not limited to:

- Cakes
- Tarts
- Cheese Cake

Fish and Seafood

Including, for example, fresh or frozen (canned products in tier 1):

- All Finfish, excluding Halibut and Sablefish (Black Cod)
- All Shellfish and Mollusks, excluding Lobster
- Salted Cod
- Smoked fish and seafood, fresh or frozen (canned smoked seafood in tier 1)

Tier 2 Products not listed elsewhere:

Including, for example:

- Seaweed Products
- Protein Liquid (excluding Protein Powder)
- Meal Replacements (excluding infant formula)
- Infant Cereal
- Macadamia Nuts
- Pine Nuts
- Papaya (Conventional and Organic)
- Durian

Tier 3:**Infant Formula**

Including, for example:

- Infant and transition formulas made from Dairy products, soy or other ingredients

Protein Powders

Including, for example:

- Protein Powders made from whey, soy, seeds or other ingredients

Products sampled under a plan specifying "Sprouted" but not protein powder will, for the purpose of this standing offer be classified as tier 2, sprouted seed powder.

Fish and Seafood

- Halibut
- Sablefish (Black Cod)
- Lobster
- Roe and Caviar

Edible Insects

Including, for example:

- Ground insects
- Whole insects
- Products of edible insects

APPENDIX VI

EXAMPLE SAMPLING GUIDELINES

**Sampling Guidelines (Retail) for
Food Safety Oversight in Microbiology
- Fiscal Year 2016/17**

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1. General Guidelines

1.1 Sampling Sites

Samples will be collected across Canada at retail, i.e.:

- mainstream grocery supermarkets,
- non-traditional grocery supermarkets (Wal-Mart, COSTCO, Canadian Tire),
- other conventional retail (ethnic stores, corner stores),
- natural food stores, and
- health food stores.

Fresh domestic produce may be collected at farmer's markets if the retail stores are deemed insufficient.

Organic produce is mainly sold through the mainstream grocery supermarkets, other conventional retail stores, nutritional and health food stores, independent grocery stores and farmer's markets. Produce bearing "organic" label can be considered as organic under microbiological surveys.

Additional information can be found at:

- Agri-Foods Canada: www.agr.gc.ca
- Organic Trade Association: www.ota.com
- Canadian Organic Growers: www.cog.ca

1.2 Procedure for Collecting Samples at Retail

Pre-packaged products:

- Collect a single consumer package provided that it weighs at least 250 g (minimum quantity required by the lab to perform all analytical tests).
- If a single consumer package is less than 250 g, then collect multiple packages of the same product from the same lot, from the same location, and on the same day.
- Select packages with intact tamper-proof seals (note: if there is no tamper-proof seal please record this on the sampling form).
- **Do not** open the package.
- Collect samples at the **early stage of the product shelf life** (if date is indicated).

Produce that is not pre-packaged:

- Place one sample unit per bag.
- Collect the sample by simply inverting the bag so it is inside/out and covering your hand. Keeping your hand in the bag, pick up the product and pull the bag back to its normal orientation, so the product is now inside the bag and has not been in direct contact with your hand. This technique will minimize handling of the products by human hands, and cross contamination during the sampling process.

DO NOT SAMPLE:

- Products that are past the "use by" or "best before" date, if these dates are indicated on the product.
- Products which in any way appear to be damaged, rotten or adulterated.
- The same product more than once at the same location within the same week for fresh produce and meat, and within the same month for all other products (i.e., frozen fruits, dried products, refrigerated dips, sauces, salad, tofu and cheese) for the same survey (unless the weight of one sample unit is insufficient for the lab analysis).

1.3 Sample Photos

At least two (2) digital photos of every sample must be taken and forwarded to the Technical Authority before the sample is to proceed for analysis. Additional photos will be requested when details of the sample are not adequately captured.

- Photos should be between 1600 X 1200 ppi and 2592 X 1944 ppi in size.
- Photos must clearly show the corresponding sample number and sampling plan code (to be marked or labeled by the sampler, without obstructing any product information).

- Photos must clearly show all product information printed on the product label (i.e. brand, country of origin, lot number, expiry date or best before date, ingredients, etc.), where applicable.
- At least one (1) photo must clearly show the entire sample and its packaging.
- All photos must be saved in jpg format and named by the System ID, followed by letters identifying the sides of the package being captured. In the case of multiple shots of the same package side, number of the photos accordingly (e.g., C2015ABCD12345_F1.jpg).
 - ‘F’ for Front view
 - ‘B’ for Back view
 - ‘L’ for Left view
 - ‘R’ for Right View
 - ‘T’ for Top view
 - ‘BM’ for Bottom view
- Boxed items may need up to seven photos to capture information on all sides of the product (i.e. Front, Back, Left, Right, Top, Bottom and entire box)
- Sticker, tape, or any other marking object must not block the prints or required information on original package.

Photos along with Sample Submission Forms must be submitted every two weeks by CD/DVD/USB to the Technical Authority.

Note that this information may be used in trace back, food safety investigations and/or for follow-up sampling.

1.4 Shipping Samples

1.4.1 Shipping Documents

Please follow the “*Guidelines for completing a sample submission form*” to correctly provide following information on the submission form:

- ✓ Date sampled
- ✓ Sampled at (complete name and address of vendor)
- ✓ Complete name and address of responsible party as marked on package/container/box (identified under “Product Of”, “Manufactured By”, “Packed For”, “Imported By”, and “Imported For”, etc.)
- ✓ Country of Origin
- ✓ Brand name
- ✓ Product description, including whether the product is “organic”
- ✓ Product identifier (UPC, GSI or GTIN code)
- ✓ Lot number and Product codes
- ✓ Best-Before Date, and/or Packaging Date, and/or Use-by Date, and/or Product date, and/or Sell-by date
- ✓ Any other relevant comments about the product – For example “no tamper-proof seal” for a pre-packaged product

1.4.2. Shipping Containers and Temperatures

- Use an insulated container (insulated cardboard box, ventilated moulded polystyrene cooler, or other insulating material) of sufficient capacity for holding and transporting the samples.
- Ensure individual samples are properly contained to avoid any cross-contamination during shipping.
- For samples requiring refrigeration (e.g., produce, meat, etc.), use sufficient ice packs and insulated packaging material, so that the **receiving temperature is above 0°C and below 10°C**. Never place ice/freezer packs directly on the sample.
- For frozen products, place ice/freezer packs directly above, under and around the samples so that these remain frozen until they are received at the lab. Fill any remaining gaps with shredded paper or newsprint. The **receiving temperature must be below 0°C**.
- For samples sold and stored at room temperature (e.g., nuts/nut products and dried herbs), coolants are not required.

- Secure samples within the shipping container and protect them from the freezer packs (when applicable) by using appropriate packing materials such as crunched up newspaper, shredded paper, and Styrofoam nuggets.

NOTE: Samples exceeding the maximum arrival temperature or where the integrity of the sample (e.g., packaging) has been compromised will be rejected by the laboratory. The product will be required to be re-sampled and re-submitted.

1.4.3. Shipping Timeline

- Courier the sample(s) to the appropriate laboratory immediately, along with a hard copy of the Food Product Sampling Submission Form.
- Submit samples within the product shelf life, preferably within the early stage of the product shelf life.
- **For the parasitology plans**, all samples must be received in the lab within 48 hours of sampling. Additionally, samples must be received no later than Wednesday of every week.
- **For the virology plans**, all samples must be received in the lab within 48 hours of sampling. Additionally, samples must be received no later than Wednesday of every week.

2. Contact Information

Any questions pertaining to sample collection, and/or completion or fitness should be directed to FSAPsamples@inspection.gc.ca.

3. Specific Guidelines for Sample Collection

3.1 Collection of Fresh-cut Ready-To-Eat Prepackaged Salads

1. Sampling plan(s)

Sampling ID	Commodity Group	Microbiological Tests
2016_F242R	Domestic fresh-cut RTE prepackaged salads (conventional and organic)	Bacterial pathogens group
2016_F247R	Imported fresh-cut RTE prepackaged salads (conventional and organic)	Bacterial pathogens group

2. Sample Collection

DO SAMPLE	DO NOT SAMPLE
<p>RTE salad kits that have been sliced, chopped or shredded prior to being packaged for sale such as:</p> <ul style="list-style-type: none"> -Chopped romaine blends salads -Chopped kale blend salads -Coleslaws (shredded cabbages) -Broccoli slaws <p>Pre-washed and non pre-washed salads are acceptable. Salad kits with or without dressings and/or other components (croutons, bacon bits, seeds, etc.) are acceptable.</p>	<ul style="list-style-type: none"> - Whole lettuce or whole leafy greens - Trimmed leafy greens - Products containing only whole spinach leaves - Products containing only fresh-cut vegetables other than leafy greens, cabbages or shredded broccoli (i.e. Shredded carrots, sliced mushrooms, stir-fry mixes) - Salads with the dressing mixed with the vegetables. (i.e. Must have dressing in a separate pouch, or not contain dressing)

3.2 Collection of Leafy greens and Herbs

1. Sampling plans

Sampling ID	Commodity Group	Microbiological Tests
2016_F262R	Domestic leafy greens and herbs for parasites (organic or conventional)	Parasite group
2016_F263R	Imported leafy greens and herbs for parasites (organic or conventional)	Parasite group

2. Sampling Collection

DO SAMPLE	DO NOT SAMPLE
<p>Whole or fresh cut leafy greens such as:</p> <ul style="list-style-type: none"> - Lettuce (all types) including: Head lettuce (iceberg), red and green leafy lettuce, boston lettuce (butter lettuce), oak leafy lettuce, romaine lettuce - Radicchio, endive <p>Greens: swiss chard, spinach, collard, kale, mache, arugula, escarole , beet greens, turnip greens, mustard greens, mesclun/spring mix</p> <p>Fresh herbs (except rosemary) including: Basil, Chives, Coriander (cilantro, Chinese parsley), Dill, Mint, Parsley, , Sage, Savoury, Sorrel, Tarragon, Thyme, Oregano, Marjoram</p> <p>Pre-packaged and non-pre-packaged bundles of herbs and leafy greens are acceptable</p>	<ul style="list-style-type: none"> - frozen, or processed leafy greens - cabbage - dried herbs - frozen herbs - herbs in pots with soil - rosemary

3.3 Collection of Leafy greens

1. Sampling plans

Sampling ID	Commodity Group	Microbiological Tests
2016_F250R	Domestic leafy greens for viruses (organic or conventional)	Virus group
2016_F251R	Imported leafy greens for viruses (organic or conventional)	Virus group

2. Sampling Collection

DO SAMPLE	DO NOT SAMPLE
<p>Whole or fresh cut leafy greens such as:</p> <ul style="list-style-type: none"> - Lettuce (all types) including: Head lettuce (iceberg), red and green leafy lettuce, boston lettuce (butter lettuce), oak leafy lettuce, romaine lettuce - Radicchio, endive <p>Greens: swiss chard, spinach, collard, kale, mache, arugula, escarole , beet greens, turnip greens, mustard greens, mesclun/spring mix</p> <p>Pre-packaged and non-pre-packaged bundles leafy greens are acceptable</p>	<ul style="list-style-type: none"> - frozen, or processed leafy greens - cabbage - herbs

3.4 Collection of fresh berries and other small fruits

1. Sampling plans

Sampling ID	Commodity Group	Microbiological Tests
2016_F248R	Domestic fresh berries and small fruits (organic and conventional)	Virus group
2016_F249R	Imported fresh berries and small fruits (organic and conventional)	Virus group

2. Sampling collection

DO SAMPLE	DO NOT SAMPLE
<p>Pre-packaged varieties of a single type of fresh berries and small fruits, limited to:</p> <ul style="list-style-type: none"> - Raspberries - Blackberries - Blueberries - Strawberries - Pomegranate arils 	<ul style="list-style-type: none"> - frozen berries - mixed berries - dried berries - sliced berries - berries in syrup, yogurt, or any other kind of dressing

3.5 Collection of frozen berries

1. Sampling plans

Sampling ID	Commodity Group	Microbiological Tests
2016_F257R	Frozen berries (pre-packaged)	Virus group

2. Sampling collection

DO SAMPLE	DO NOT SAMPLE
<p>Pre-packaged varieties of a single type of frozen berries and of frozen berry mixes:</p> <ul style="list-style-type: none"> - Raspberries - Blackberries - Blueberries - Strawberries - Pomegranate arils - mixes of any combination of above berries <p>Cultivated (conventional and organic), imported and domestic samples can be collected.</p>	<ul style="list-style-type: none"> - fresh berries - dried berries - sliced frozen berries (i.e. in half) - frozen berries mixed with other fruits (peaches, mango, etc.) - berries in syrup, yogurt, or any other kind of dressing - frozen wild berries

3.6 Collection of Fresh Fruits and Vegetables

1. Sampling plans

Sampling ID	Commodity Group	Microbiological Tests
2016_F258R	Domestic fresh vegetables enhanced oversight (organic and conventional)	Bacterial pathogens group
2016_F259R	Imported fresh vegetables enhanced oversight (organic and conventional)	Bacterial pathogens group
2016_F260R	Domestic fresh fruits enhanced oversight (organic and conventional)	Bacterial pathogens group
2016_F261R	Imported fresh fruits enhanced oversight (organic and conventional)	Bacterial pathogens group

2. Sampling collection

DO SAMPLE	DO NOT SAMPLE
<p><u>F258R and F259R</u> Domestic and imported fresh vegetables of the following types:</p> <ul style="list-style-type: none"> - green onions - peppers all types (sweet bell and chilli/hot) - tomatoes all types (including grape tomatoes) - lettuce (all types) including but not limited to: head lettuce (iceberg), red and green leafy lettuce, boston lettuce (butter lettuce), oak leafy lettuce, romaine lettuce, mache, endives and escarole, arugula, radicchio - spinach (all types) - Mesclun/Spring mixes <p>- Fresh herbs (except rosemary) including: Basil, Chives, Coriander (cilantro, Chinese parsley), Dill, Mint, Parsley, Sage, Savoury, Sorrel, Tarragon, Thyme, Oregano, Marjoram</p> <p>Prepackaged whole and non-prepackaged (bundled or bulk) may be sampled</p>	<ul style="list-style-type: none"> - Fresh-cut, frozen, or processed leafy vegetables - swiss chard or leafy greens not specified on the "do sample" list - salad mixes/salad kits - dried herbs - herbs in pots with soil - other herb types not specified - Rosemary - fresh cut fruits or vegetables - frozen vegetables

<p>F260R and F261R Domestic and imported whole fresh fruits of the following types:</p> <ul style="list-style-type: none"> - papayas (3 units per sample) - mangoes (3 units per sample) - cantaloupes, honeydew (3 units per sample) - pears - peaches - nectarines - plums - apricots - cherries <p>Pre-packed whole and non-prepackaged (bulk)</p>	<ul style="list-style-type: none"> - frozen or fresh fruits in syrup, juice or any kind of dressing - frozen fruit
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3.7 Collection of RTE Fresh-cut fruits and vegetables and fresh produce

1. Sampling plans

Sampling ID	Commodity Group	Microbiological Tests
2016_F240R	Domestic RTE fresh-cut fruits and vegetables enhanced oversight	Bacterial pathogens group
2016_F241R	Domestic and imported fresh produce enhanced oversight	Bacterial pathogens group

1. Sampling collection

DO SAMPLE	DO NOT SAMPLE
<p>For 2016_F240R, conventional or organic prepackaged RTE fresh-cut fruits and vegetables, including, but not limited to:</p> <ul style="list-style-type: none"> - Coleslaws (shredded cabbages); - Broccoli slaws - Lettuce/lettuce blends (fresh-cut) - Radishes (prepackaged, washed and cut or whole) - Peppers (sliced) - Broccoli florets(prepackaged cut) - Cauliflower florets (prepackaged cut) - Combinations of these vegetables (sliced, chopped, shredded, peeled). - sliced mushrooms - variety of fresh-cut fruits (e.g. mango, pineapple, berries, melons, cantaloupe, watermelon, apples). Products of a single type of fruit or of different types of fruits mixed can be sampled. 	<ul style="list-style-type: none"> - Frozen vegetables or fruits - fresh-cut vegetables with dressing or other types of ingredients (i.e. Nuts, meat) - fruits in syrup - Whole berries unless mixed in with other fruit. - baby leaf lettuces or lettuce blends (non fresh-cut)
<p>For 2016_F241R domestic and imported fresh produce</p> <ul style="list-style-type: none"> • beets (with or without tops) • carrots (with or without tops) • celery • cucumber • fennel • green onions • leeks • longans • lychees • mangoes, melons (3 units per sample) • nuts (raw) • peas (in and out of pod) • peppers (e.g., hot peppers, bell peppers) • pomegranate arils • tomatoes • zucchini <p>Prepackaged whole and non-pre-packaged (bundled or bulk) may be sampled</p>	<ul style="list-style-type: none"> - Frozen vegetables or fruits - fresh-cut vegetables and fruits - vegetables and fruits with dressings or other types of ingredients (i.e. nuts, meat) - fruits in syrup

3.8 Collection of Ready-To-Eat Fish

1. Sampling plans

Sampling ID	Commodity Group	Microbiological Tests
2016_P256R	Imported RTE fish	Bacterial pathogens group

2. Sampling collection

DO SAMPLE	DO NOT SAMPLE
<p>Imported ready-to-eat prepackaged fish products. Note: 150g per sample is sufficient.</p> <ul style="list-style-type: none"> - Smoked, salted, dried fish, or fermented products e.g. salmon, trout, cod, squid, jellyfish, other (frozen, refrigerated or room temperature) - Refrigerated or frozen canned fish products (e.g. lobster, fish roe, fish eggs, lumpfish) and fish products in glass jars (e.g. herring) - imitation crab, surimi (kamaboko, fish cake, fish loaf, fish paste, fish sausage) - ready-to-eat crab all types: snow crab, Alaskan crab, Dungeness crab, king crab - cooked prepackaged (refrigerated or frozen) seafood products: lobster, squid (calamari), octopus, sea snails, shrimp, prawns, - salmon mousse, other fish or seafood mousse - salmon pâté and other fish or seafood pâtés <p>Products prepackaged by the store are acceptable.</p>	<ul style="list-style-type: none"> - Shelf stable fish products in commercially sterile packaging (canned, jarred, retort pouches) – these are products that are shelf stable and are NOT refrigerated such as canned tuna, canned salmon etc. - breaded fish products - Fish flavoured cream cheese products (i.e. salmon cream cheese) - bulk (cut, weighed and packaged at the deli to order) - shellfish: mussels, oysters, clams - scallops - sashimi grade fish

3.9 Collection of Oysters

1. Sampling plans

Sampling ID	Commodity Group	Microbiological Tests
2016_P160R	Domestic oysters	Virus group

2. Sampling collection

DO SAMPLE	DO NOT SAMPLE
<p>Domestic fresh oysters. Note: A minimum of 6 oysters of the same type/source and lot (if known and possible) is required.</p> <ul style="list-style-type: none"> - Live or raw, in the shell or shucked fresh oysters at the fish counter or oyster bar. - Individual loose live oysters or live oysters in prepackaged mesh bags/boxes. -Prepackaged fresh shucked oysters <p>Products that are loose on ice at the oyster bar/fish counter are acceptable HOWEVER do not mix oysters from different lots or sources i.e. if “malpeques” variety are on ice next to a display of “Kusshis” variety, only sample ONE type.</p>	<ul style="list-style-type: none"> - Shelf stable oyster products in commercially sterile packaging (canned, jarred) - Breaded and/or fried oyster products -Cooked or prepared oysters eg. Oysters Rockefeller. - Other shellfish: mussels, clams etc.

ANNEX "B"

BASIS OF PAYMENT

***NOTE: Information regarding each Tier available in ANNEX V –SAMPLE PRODUCT TYPES
Mandatory bidding details are further clarified in: Mandatory 4.**

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract and each call-up.

All deliverables are DDP (Delivery Duty Paid), and Canadian Customs Duty included, where applicable. All rates provided for each of the periods specified below are firm, all inclusive unit prices (in Canadian dollars), Applicable Taxes are extra.

1. For Sample Collection Services as described in the Statement of Work in Annex A (excluding article 12.5).

Firm all-inclusive unit prices per sample, inclusive of any costs associated with, but not limited to, purchase of samples, sample storage, shipping and handling, courier fees, mileage and travel cost*, packaging materials, deliverables, photos as appropriate. Customs duties are included and Applicable Taxes are extra.

* Travel and living expenses incurred by the Contractor(s) between the Contractor's home territory / location and any other locations will not be reimbursed by Canada.

FIRM ALL-INCLUSIVE UNIT PRICE PER SAMPLE					
Location	Tier 1				
	Standing Offer Period (Year 1 April 1, 2017 – March 31, 2018)	Standing Offer Period (Year 2 April 1 – October 31, 2018)		Extension Period 1	Extension Period 2
Vancouver	\$	\$		As per article 1.1 below.	
Kelowna	\$	\$			
Calgary	\$	\$			
Saskatoon	\$	\$			
Winnipeg	\$	\$			
Toronto	\$	\$			
Ottawa	\$	\$			
Montreal	\$	\$			
Quebec City	\$	\$			
Halifax	\$	\$			
Saint John	\$	\$			
*Locations to be deleted as applicable.					

FIRM ALL-INCLUSIVE UNIT PRICE PER SAMPLE					
Location	Tier 2				
	Standing Offer Period (Year 1 April 1, 2017 – March 31, 2018)	Standing Offer Period (Year 2 April 1 – October 31, 2018)		Extension Period 1	Extension Period 2
Vancouver	\$	\$		As per article 1.1 below.	
Kelowna	\$	\$			
Calgary	\$	\$			
Saskatoon	\$	\$			
Winnipeg	\$	\$			
Toronto	\$	\$			
Ottawa	\$	\$			
Montreal	\$	\$			
Quebec City	\$	\$			
Halifax	\$	\$			
Saint John	\$	\$			
*Locations to be deleted as applicable.					

FIRM ALL-INCLUSIVE UNIT PRICE PER SAMPLE					
Location	Tier 3				
	Standing Offer Period (Year 1 April 1, 2017 – March 31, 2018)	Standing Offer Period (Year 2 April 1 – October 31, 2018)		Extension Period 1	Extension Period 2
Vancouver	\$	\$		As per article 1.1 below.	
Kelowna	\$	\$			
Calgary	\$	\$			
Saskatoon	\$	\$			
Winnipeg	\$	\$			
Toronto	\$	\$			
Ottawa	\$	\$			
Montreal	\$	\$			
Quebec City	\$	\$			
Halifax	\$	\$			
Saint John	\$	\$			
*Locations to be deleted as applicable.					

1.1 Escalation of the firm, all-inclusive unit price for sample collection services for the Extension Periods

The firm, all-inclusive unit price for sample collection services (Standing Offer Period) is subject to escalation for the Extension Periods as follows:

a) The firm all-inclusive unit price for sample collection services for Standing Offer Extension Period 1 and 2 will be subject to an Economic Price Adjustment (EPA) equivalent to an amount established based on the percentage increase (decrease), nearest two decimal places, in the sum of the monthly indices of the Consumer Price Index for Canada, All-Items (Not Seasonally Adjusted) published in Statistics Canada Catalogue No. 62-001-XPE, Table 5, from the 12-month base period starting February 1 and ending on January 31 of the preceding year to the same 12-month period starting February 1 and ending on January 31 of the current year. This will be calculated using the following formula:

$$\text{EPA} = \frac{(A)}{(B)} - 1 \times 100$$

Where:

A = Sum of monthly indices for the 12 months ending in current year

B = Sum of monthly indices for the 12 months ending in preceding year

ATTACHMENT 1 TO ANNEX B – BASIS OF PAYMENT

FINANCIAL BID PRESENTATION SHEET

The Bidder must respond to this pricing schedule by including in its financial bid for each of the items specified below its quoted firm, all inclusive unit prices per sample (in Canadian dollars), Applicable Tax extra.

The Offeror is to provide a per sample rate for each tier in each location listed below in which the Offeror can provide sample collection services. It is the intent of Canada to award multiple Standing Offers as per Part 6 Article 1. It is the intent of Canada to use the same Offeror for all tiers in a given location.

By providing pricing for a location, the Offeror certifies that it will have the capacity to provide sample quantities up to and including the estimated quantities listed herein.

See Appendix V, Product types of Annex A, Statement of Work, for examples of the different commodity Tiers listed below.

1. **For Sample Collection Services**

Firm all-inclusive unit prices per sample, inclusive of any costs associated with, but not limited to, purchase of samples, sample storage, shipping and handling, courier fees, mileage and travel cost*, packaging materials, deliverables, photos as appropriate, Applicable Taxes extra, DDP (Delivery Duty Paid) (for goods), in accordance with the following.

*Travel and living expenses incurred by the Offeror(s) between the Offerors home territory / location and any other locations will not be reimbursed by Canada.

FIRM ALL-INCLUSIVE UNIT PRICE PER SAMPLE												
Location	Tier 1				Tier 2				Tier 3			Total Evaluated Cost per Location for Tier 1, 2 and 3 Sample Collection for the Standing Offer Period (p) (p) = (e)+(j)+(o)
	Standing Offer Period (Year 1 April 1, 2017 – March 31, 2018) (a)	Standing Offer Period (Year 2 April 1 – October 31, 2018) (b)	Estimated Number of Sample S** (d)	Total Cost per Location for Tier 1 Sample Collection for the Standing Offer Period (e) (e) = [(a)+(b)+(c)] x (b)	Standing Offer Period (Year 1 April 1, 2017 – March 31, 2018) (f)	Standing Offer Period (Year 2 April 1 – October 31, 2018) (g)	Estimated Number of Samples** (i)	Total Cost per Location for Tier 2 Sample Collection for the Standing Offer Period (j) (j) = [(f)+(g)+(h)] x (i)	Standing Offer Period (Year 1 April 1, 2017 – March 31, 2018) (k)	Standing Offer Period (Year 2 April 1 – October 31, 2018) (l)	Estimated Number of Samples** (n)	
1	Vancouver	\$	\$	447	\$	\$	141	\$	\$	\$	12	\$
2	Kelowna	\$	\$	133	\$	\$	43	\$	\$	\$	4	\$
3	Calgary	\$	\$	489	\$	\$	157	\$	\$	\$	14	\$
4	Saskatoon	\$	\$	133	\$	\$	43	\$	\$	\$	4	\$
5	Winnipeg	\$	\$	179	\$	\$	56	\$	\$	\$	5	\$
6	Toronto	\$	\$	1339	\$	\$	424	\$	\$	\$	37	\$
7	Ottawa	\$	\$	401	\$	\$	128	\$	\$	\$	11	\$
8	Montreal	\$	\$	668	\$	\$	213	\$	\$	\$	19	\$
9	Quebec City	\$	\$	357	\$	\$	113	\$	\$	\$	10	\$
10	Halifax	\$	\$	179	\$	\$	56	\$	\$	\$	5	\$
11	Saint John	\$	\$	133	\$	\$	43	\$	\$	\$	4	\$

**The estimated quantities listed herein represent an annual estimated quantity per location per tier and are for evaluation purposes only and will not form part of any resulting Standing Offer. See Appendix V, Product types of Annex A, Statement of Work, for examples of the different commodity categories listed below.

3.

Total Evaluated Offer Price per Location

- (1) TOTAL EVALUATED OFFER PRICE (OP) FOR **VANCOUVER** = (TECLSCSP1 + TECLETU1):
\$ _____ (Applicable Taxes extra)
- (2) TOTAL EVALUATED OFFER PRICE (OP) FOR **KELOWNA** = (TECLSCSP2 + TECLETU2):
\$ _____ (Applicable Taxes extra)
- (3) TOTAL EVALUATED OFFER PRICE (OP) FOR **CALGARY** = (TECLSCSP3 + TECLETU3):
\$ _____ (Applicable Taxes extra)
- (4) TOTAL EVALUATED OFFER PRICE (OP) FOR **SASKATOON** = (TECLSCSP4 + TECLETU4):
\$ _____ (Applicable Taxes extra)
- (5) TOTAL EVALUATED OFFER PRICE (OP) FOR **WINNIPEG** = (TECLSCSP5 + TECLETU5):
\$ _____ (Applicable Taxes extra)
- (6) TOTAL EVALUATED OFFER PRICE (OP) FOR **TORONTO** = (TECLSCSP6 + TECLETU6):
\$ _____ (Applicable Taxes extra)
- (7) TOTAL EVALUATED OFFER PRICE (OP) FOR **OTTAWA** = (TECLSCSP7 + TECLETU7):
\$ _____ (Applicable Taxes extra)
- (8) TOTAL EVALUATED OFFER PRICE (OP) FOR **MONTREAL** = (TECLSCSP8 + TECLETU8):
\$ _____ (Applicable Taxes extra)
- (9) TOTAL EVALUATED OFFER PRICE (OP) FOR **QUEBEC CITY** = (TECLSCSP9 + TECLETU9):
\$ _____ (Applicable Taxes extra)
- (10) TOTAL EVALUATED OFFER PRICE (OP) FOR **HALIFAX** = (TECLSCSP10 + TECLETU10):
\$ _____ (Applicable Taxes extra)
- (11) TOTAL EVALUATED OFFER PRICE (OP) FOR **SAINT JOHN** = (TECLSCSP11 + TECLETU11):
\$ _____ (Applicable Taxes extra)

Solicitation No. - N° de l'invitation

XXXXX-XXXXXX/X

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

XXXXX-XXXXXX

Amd. No. - N° de la modif.

File No. - N° du dossier

xxxxx.XXXXX-XXXXXX

Buyer ID - Id de l'acheteur

XXXXX

CCC No./N° CCC - FMS No./N° VME

ANNEX "C" to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

() Direct Deposit (Domestic and International);

ANNEX "D" "to PART 5 OF THE REQUEST FOR STANDING OFFERS

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Offeror certifies having no work force in Canada.
- A2. The Offeror certifies being a public sector employer.
- A3. The Offeror certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Offeror has a combined workforce in Canada of 100 or more employees; and

- A5.1 The Offeror certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Offeror certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Offeror is not a Joint Venture.

OR

- B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

ANNEX "E"

INSURANCE REQUIREMENTS

1. 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.
 - 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.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),*

*Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

2. Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional 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 \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. 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.
3. The following endorsement must be included:
Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.