



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

**Request for a Standing Offer**  
**Demande d'offre à commandes**

National Individual Standing Offer (NISO)  
Offre à commandes individuelle et nationale  
(OCIN)

Canada, as represented by the Minister of  
Public Works and Government Services  
Canada, hereby requests a Standing Offer on  
behalf of the Identified Users herein.

Le Canada, représenté par le ministre des  
Travaux Publics et Services Gouvernementaux  
Canada, autorise par la présente, une offre à  
commandes au nom des utilisateurs identifiés  
énumérés ci-après.

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**

Science and Software Systems Procurement  
Directorate / Direction de l'approvisionnement  
en sciences et en systèmes logiciels  
Terrasses de la Chaudière  
10 Wellington St. / 10, rue Wellington  
Gatineau, Québec K1A 0S5

<b>Title-Sujet</b> Microbiology Testing of Food	
<b>Solicitation No. - N° de l'invitation</b> 39903-180172/A	<b>Date</b> 2018-03-08
<b>Client Reference No. - N° de référence du client</b> 39903-180172	
<b>GETS Reference No. - N° de référence de SEAG</b>	
<b>File No. – N° de dossier</b> 066ss.39903-180172	<b>CCC No./N° CC – FMS NO. / N° VME</b>
<b>Solicitation Closes – L'invitation prend fin at – à 2:00 PM on – le 2018-04-10</b>	<b>Time Zone Fuseau horaire</b> Eastern Daylight Time EDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Heather Wilson	<b>Buyer Id – Id de l'acheteur</b> 066ss
<b>Telephone No. - N° de téléphone</b> 819-639-0671	<b>FAX No. - N° de FAX</b>
<b>Destination of Goods, Services and Construction: Destinations des biens, services et construction :</b>  Specified Herein Précisé dans les présentes	
<b>Security – Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions : See Herein**

**Instructions : voir aux présentes**

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

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## **PART 1 - GENERAL INFORMATION**

### **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 | Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and   |
| Part 7 | 7A - Standing Offer: includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; and<br><br>7B - Resulting Contract Clauses: 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 Requirement, Basis of Payment, and Insurance Requirements.

The Attachments include the Financial Offer Presentation Sheet and the Electronic Payment Instruments form.

### **2. Summary**

- i) The Canadian Food Inspection Agency (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 by the Canadian Food Inspection Agency (CFIA) to focus its surveillance activities on areas of highest health risk. The information gained from these surveys provides support for the allocation and prioritization of the Agency's activities to areas of greater concern. Originally started as a project under the Food Safety Action Plan (FSAP), targeted surveys have been embedded in the CFIA's regular surveillance activities since 2013. Targeted surveys are a valuable tool for generating information on certain hazards in foods, identifying and characterizing new and emerging hazards, informing trend analysis, prompting and refining health risk assessments, highlighting potential contamination issues, as well as assessing and promoting compliance with Canadian regulations.

Food safety is a shared responsibility. The Canadian Food Inspection Agency works with federal, provincial, territorial and municipal governments and provides regulatory oversight of the food industry to promote safe handling of foods throughout the food production chain. The food industry and retail sectors in Canada are responsible for the food they produce and sell, while individual consumers are responsible for the safe handling of the food they have in their possession.

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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.

- ii) To establish multiple National Individual Standing Offers (NISOs) for the provision of laboratory services to provide sample collection and analytical testing services for organisms in food products for the Canadian Food Inspection Agency (CFIA). The results of the testing will be used by the CFIA to determine the food safety risk to Canadians and identify areas where food safety issues may need to be addressed.

Testing must be in accordance with analytical methods and Standard Operating Procedures accredited by the Standards Council of Canada in the Program Specialty Area for Agriculture and Food Products, or under the Canadian Association for Laboratory Accreditation. Services are required on an "if and when requested" basis through call-ups issued by the CFIA against authorized NISOs.

Canada intends to issue up to 3 NISOs for each organism as identified in Annex A, Requirement.

If an Offeror is selected for multiple organisms, only one NISO will be issued to the Offeror to cover all organisms for which the Offeror has been selected.

Call-ups will be issued as outlined in Part 7, section A, article 8.1 Method of Allocation.

- iii) The initial period of the Standing Offer will be from the date of issuance to March 31, 2020. Canada may authorize the use of the Standing Offer beyond its initial period, for three additional one-year periods.
- iv) The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA) and is limited to Canadian goods and services.

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.

- v) Offerors must submit a list of names, or other related information as needed, pursuant to section 01, Integrity Provisions – Offer, of 2006 (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements.
- vi) The Phased Bid Compliance Process applies to this requirement.
- vii) This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation for offer submission. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions for further information.

### 3. Estimated Usage

The estimated total business volume is identified in the table below. All quantities specified herein are only estimates of requirements given in good faith.

The estimated fiscal year funds are approximately \$2M (CAD) per year for all organisms based on the estimated number of tests identified below.

	<b>Year One</b>	<b>Year Two</b>	<b>Option Year One</b>	<b>Option Year Two</b>	<b>Option Year Three</b>
Estimated number of Regular Tier Samples	11 250	11 250	11 250	11 250	11 250
Estimated number of Premium Tier Samples	1 250	1 250	1 250	1 250	1 250
Estimated number of tests	54 000	54 000	54 000	54 000	54 000

#### **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.

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## PART 2 - OFFEROR INSTRUCTIONS

### 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 (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: one hundred and twenty (120) days

The 2006 standard instructions is amended as follows:

- Section 5, entitled Submission of offers, is amended as follows:
  - subsection 1 is deleted entirely and replaced with the following: "Canada requires that each offer, at RFSO closing date and time or upon request from the Standing Offer Authority, for example in the case of epost Connect service, be signed by the Offeror or by an authorized representative of the Offeror. If an offer is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
  - subsection 2.d is deleted entirely and replaced with the following: "send its offer only to the specified Bid Receiving Unit of Public Works and Government Service Canada (PWGSC) in the RFSO or to the specified address in the RFSO."
  - subsection 2.e is deleted entirely and replaced with the following: "ensure that the Offeror's name, return address and procurement business number, RFSO number, and RFSO closing date and time are clearly visible on the offer; and"
- Section 6, entitled Late offers, is deleted entirely and replaced with the following: "PWGSC will return offers delivered after the stipulated RFSO closing date and time, unless they qualify as a delayed offer as described in the section entitled Delayed offers. For offers submitted using means other than Canada Post Corporation's epost Connect service, the physical offer will be returned. For offers submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late offer will be deleted."
- Section 07, entitled Delayed offers, is amended as follows:
  - Subsection 1 is amended to add the following piece of evidence: "d. a CPC epost Connect service date and time record indicated in the epost Connect conversation activity;"
- Section 8, entitled Transmission by facsimile, is deleted entirely and replaced with the following section:

"Transmission by facsimile or by epost Connect

  1. Facsimile
    - a. Unless specified otherwise in the RFSO, offers may be submitted by facsimile. The only acceptable facsimile number for responses to RFSOs issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the RFSO. The facsimile number for responses to RFSOs issued by PWGSC regional offices is identified in the RFSOs.

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- b. For offers transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed offer including, but not limited to, the following:
- i. receipt of garbled or incomplete offer;
  - ii. availability or condition of the receiving facsimile equipment;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the offer;
  - v. failure of the Offeror to properly identify the offer;
  - vi. illegibility of an offer; or
  - vii. security of offer data.
- c. An Offer transmitted by facsimile constitutes the formal offer of the Offeror and must be submitted in accordance with the section entitled Submission of offers.
2. ePost Connect
- a. Unless specified otherwise in the RFSO, offers may be submitted by using the [epost Connect service provided by Canada Post Corporation \(https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_send\\_a\)](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a).
- b. To submit an offer using epost Connect service, the Offeror must either:
- i. send directly its offer only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
  - ii. send as early as possible, and in any case, at least six business days prior to the RFSO closing date and time, an email that includes the RFSO number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Offeror is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Offeror to transmit its offer afterward at any time prior to the RFSO closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror to access the message within the conversation, and the Offeror can reply to the email notification by transmitting its offer.
- d. If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the epost Connect conversation open until at least 30 business days after RFSO closing date and time.
- e. The email address of PWGSC Bid Receiving Unit in Headquarters is: [TPSGC.DGAreceptiondessaoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.DGAreceptiondessaoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca). The RFSO number must be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should an offeror not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the RFSO in order to register for the epost Connect service.
- g. For offers transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
- i. receipt of a garbled or incomplete offer;
  - ii. availability or condition of the epost Connect service;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the offer;
  - v. failure of the Offeror to properly identify the offer;
  - vi. illegibility of the offer;
  - vii. security of offer data; or
  - viii. inability to create an electronic conversation through the epost Connect service.
- h. An offer transmitted by epost Connect service constitutes the formal offer of the Offeror and must be submitted in accordance with the section entitled Submission of offers."



## 2. Submission of Offers

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

## 3. Former Public Servant - Competitive - Offer

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.

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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.

### **4. Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) 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.

### **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 the Province of 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.

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## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 1. Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 8 of the 2006 standard instructions and as amended in Part 2 - Offeror Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

Section I: Technical Offer

Section II: Financial Offer

Section III: Certifications

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer: 4 hard copies, and 1 soft copy on CD/DVD or USB drive. Please ensure all copies contain all Standard Operating Procedures and the soft copy is in a searchable format. Offerors should clearly identify which one of the four hard copies contains the controlled copies of the SOPs.

Section II: Financial Offer: 2 hard copies, and 1 soft copy on CD/DVD or USB drive.

Section III: Certifications: 1 hard copy.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### 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 the following:

- (a) A Firm all-inclusive price per sample for sample collection, photos and sample submission forms for each year of the initial standing offer period and each optional extension period. The total amount of Applicable Taxes are to be shown separately, if applicable.
- (b) A Firm all-inclusive price per organism per sample for sample analysis and results for each year of the initial standing offer period and each optional extension period. The total amount of Applicable Taxes are to be shown separately, if applicable.
- (c) The information should be provided in the format contained in Attachment 1 Financial Offer Presentation Sheet.
- (d) Prices must be in Canadian funds, Applicable Taxes excluded, and Canadian customs duties and excise taxes included.

### **1.1 Electronic Payment of Invoices – Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 2 Electronic Payment Instruments, to identify which ones are accepted.

If Attachment 2 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.

### **1.2 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

## **Section III: Certifications**

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

N° de l'invitation - Solicitation No.

39903-180172/A

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

39903-180172

N° de la modif - Amd. No.

File No. - N° du dossier  
066ss.39903-180172

Id de l'acheteur - Buyer ID

066ss

N° CCC / CCC No./ N° VME - FMS

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## ATTACHMENT 1

### FINANCIAL OFFER PRESENTATION SHEET

The Financial Offer Presentation Sheet in Excel format can be downloaded from the Tender Notice on the Buy and Sell website, [www.buyandsell.gc.ca](http://www.buyandsell.gc.ca).

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**ATTACHMENT 2**

**ELECTRONIC PAYMENT INSTRUMENTS**

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **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) Each of the 11 Organisms will be evaluated individually.
- (c) An evaluation team composed of representatives of Canada will evaluate the offers.
- (d) Except where expressly provided otherwise, the experience of the Offeror described in the Offer must be the experience of the Offeror itself (which includes the experience of any companies that formed the Offeror by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Offeror's affiliates, i.e. Parent, subsidiary or sister corporations, subcontractors, or suppliers, will not be considered.
- (e) Canada will use the Phased Bid Compliance Process described below.

### **1.1 Phased Bid Compliance Process**

#### **1.1.1 General**

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY

REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE

IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to

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meet this deadline will result in the Bid being declared non-responsive.

- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2017-04-27) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

### **1.1.2 Phase I: Financial Bid**

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.



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- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

### 1.1.3 Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

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- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **1.1.4 Phase III: Final Evaluation of the Bid**

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

### **1.2 Technical Evaluation**

#### **1.2.1 Mandatory Technical Criteria**

**The Phased Bid Compliance Process will apply only to mandatory technical criteria identified by the superscript (<sup>PB</sup>). Mandatory technical criteria not identified by the superscript (<sup>PB</sup>) will not be subject to the Phased Bid Compliance Process.**

At closure of the Request for Standing Offers, the Offeror must demonstrate the following Mandatory Requirements:

Any offer which fails to meet any of the following Mandatory Requirements, M1 to M9, will be declared non-responsive. Each requirement should be addressed separately.

Item	Description	Met	Not Met									
<p><b>M1<sup>PB</sup></b></p>	<p>The Offeror must demonstrate that the proposed laboratory(ies) performing the Work, have a valid certificate of accreditation, license or scope from one of the following acceptable accreditation bodies at the time of Request for Standing Offer (RFSO) closing.</p> <p>Acceptable accreditation bodies are:</p> <ul style="list-style-type: none"> <li>- the Canadian Association for Laboratory Accreditation (CALA).</li> <li>- the Standard Council of Canada (SCC).</li> </ul> <p>The Offeror will be required to provide to the Standing Offer Authority a copy of the valid certificate of accreditation, license or scope for each laboratory identified in the Offer to perform the work prior to Standing Offer Issuance, to verify the Offeror's compliance with this criterion. Failure to comply with the request of the Standing Offer Authority will render the Offer non-responsive.</p>											
<p><b>M2<sup>PB</sup></b></p>	<p>The Offeror's proposed laboratory facility (or facilities) must be located within Canada. To demonstrate this, the Offeror must provide the name(s) and physical address(es) (including civic number, street name, municipality and province) of the proposed laboratory facility (or facilities) that will be performing the testing for each organism for which it is submitting an Offer.</p> <p>The Offeror may propose multiple laboratories' locations to perform the analytical testing services; however, Call-up(s) will only be allocated to an Offeror that is able to perform all testing under the Call-up at a single laboratory location.</p> <table border="1" data-bbox="363 1392 1239 1486"> <thead> <tr> <th data-bbox="363 1392 678 1423">Proposed Laboratory</th> <th data-bbox="678 1392 875 1423">Address</th> <th data-bbox="875 1392 1239 1423">Organism(s) Tested</th> </tr> </thead> <tbody> <tr> <td data-bbox="363 1423 678 1455"></td> <td data-bbox="678 1423 875 1455"></td> <td data-bbox="875 1423 1239 1455"></td> </tr> <tr> <td data-bbox="363 1455 678 1486"></td> <td data-bbox="678 1455 875 1486"></td> <td data-bbox="875 1455 1239 1486"></td> </tr> </tbody> </table> <p><i>Offeror to insert lines as necessary</i></p> <p>The Offeror must provide each proposed facility's address (including civic number, street name, municipality and province) of the laboratory which would perform the Work, along with a list of the organisms which would be tested at the proposed facility, to verify the Offeror's compliance with this criterion.</p>	Proposed Laboratory	Address	Organism(s) Tested								
Proposed Laboratory	Address	Organism(s) Tested										
<p><b>M3<sup>PB</sup></b></p>	<p>The Offeror must submit the proposed laboratory's (or laboratories') controlled copies of all mandatory methods of analysis, as defined in Appendix I to Annex A, Methods and Criteria and described in the table below, for each organism for which it is submitting an Offer.</p>											

For Salmonella, E. coli O157:H7/NM, Listeria monocytogenes, Shigella spp., Enterobacteriaceae, Generic E.coli and coliforms, Bacillus cereus and Clostridium perfringens, the Offeror must submit controlled copies for all mandatory methods identified.

For E. coli O157:H7/NM verotoxin testing, Aerobic colony count (ACC) and Staphylococcus aureus, the Offeror must submit controlled copies for at least one of the listed mandatory methods identified for each.

Organism	Mandatory Method(s)
Salmonella	MFHPB-20 (mandatory)
E. coli O157:H7/NM	MFHPB-10 (mandatory)  AND  At least one of the following for verotoxin testing (mandatory): MFLP-83, and/or MFLP-02, and/or MFLP-62, and/or MFLP-86
Listeria monocytogenes	MFHPB-30 (mandatory) MFLP-74 (mandatory) MFHPB-03 (mandatory) MFLP-66 (mandatory)
Shigella spp.	MFLP-25 (mandatory)
Enterobacteriaceae	ISO 21528-1:2017 (mandatory) ISO 21528-2:2017 (mandatory) ISO 7218:2007/Amd.1:2013 (mandatory)
Generic E.coli and coliforms	MFHPB-19 (mandatory)
Coliforms	MFHPB-19 (mandatory)
Aerobic colony count (ACC)	At least one of the following (mandatory):  MFHPB-18 and/or  MFHPB-33

	<table border="1"> <tr> <td data-bbox="365 352 755 382">Staphylococcus aureus</td> <td data-bbox="771 262 1177 382">At least one of the following (mandatory): MFHPB-21 and/or MFLP-21</td> </tr> <tr> <td data-bbox="365 415 755 445">Bacillus cereus</td> <td data-bbox="771 415 1177 445">MFLP-42 (mandatory)</td> </tr> <tr> <td data-bbox="365 451 755 480">Clostridium perfringens</td> <td data-bbox="771 451 1177 480">MFHPB-23 (mandatory)</td> </tr> </table>	Staphylococcus aureus	At least one of the following (mandatory): MFHPB-21 and/or MFLP-21	Bacillus cereus	MFLP-42 (mandatory)	Clostridium perfringens	MFHPB-23 (mandatory)		
Staphylococcus aureus	At least one of the following (mandatory): MFHPB-21 and/or MFLP-21								
Bacillus cereus	MFLP-42 (mandatory)								
Clostridium perfringens	MFHPB-23 (mandatory)								
	<p>The method(s) submitted by the Offeror must indicate that all steps identified in Appendix I to Annex A, Methods and Criteria, including the client-requested clarifications are followed. The Offeror may submit a controlled copy of the published method from the ISO or Health Canada Compendium of Methods site instead of their own separate controlled copy, as long as the client requested clarifications are indicated.</p> <p>The Offeror must provide to the Standing Offer Authority a copy of the necessary documentation, to verify the Offeror's compliance with this criterion.</p>								
<b>M4<sup>PB</sup></b>	<p>The Offeror must demonstrate that the proposed laboratory (or laboratories) performing the Work are competent to perform the method(s) included in its Offer as specified in Appendix 1 to Annex A, Methods and Criteria.</p> <p>Acceptable evidence is:</p> <p>(i) The method listed on the scope of accreditation from SCC or CALA; OR</p> <p>(ii) A letter from the SCC or CALA confirming the request for scope extension has been approved; OR</p> <p>(iii) A verification package following the guidance as specified in Part 5: Guidelines to Verify Standard Food Microbiological Methods for Implementation in Routine Testing, April 2015 (Health Canada Compendium of Analytical Methods, Volume 1: <a href="https://www.canada.ca/en/health-canada/services/food-nutrition/research-programs-analytical-methods/analytical-methods/compendium-methods/official-methods-microbiological-analysis-foods-compendium-analytical-methods.html">https://www.canada.ca/en/health-canada/services/food-nutrition/research-programs-analytical-methods/analytical-methods/compendium-methods/official-methods-microbiological-analysis-foods-compendium-analytical-methods.html</a>), to be reviewed by the CFIA.</p> <p>For each mandatory method required for each organism for which they are submitting an Offer, the Offeror must submit a verification package following the guidelines outlined in Part 5.</p> <p>The Offeror must provide to the Standing Offer Authority a copy of the necessary documentation, to verify the Offeror's compliance with this criterion.</p>								
<b>M5<sup>PB</sup></b>	<p>The Offeror must submit the proposed laboratory's (or laboratories') Standard Operating Procedure(s) (SOP(s)) used for sample collection.</p>								

	<p>This must illustrate clear procedures for the collection, handling and shipping of samples for microbiological analysis.</p> <p>The SOP(s) must include:</p> <ol style="list-style-type: none"> <li>1) Handling of samples for microbiological testing;</li> <li>2) Procedures for interim storage of samples after collection and prior to shipping, including storage location(s) and mechanism (ie, refrigerator, freezer, etc.);</li> <li>3) Procedures on how to take adequate photos of samples;</li> <li>4) Procedure for completion of the Sample Submission Form (SSF);</li> <li>5) Packing and shipping instructions / procedures;</li> <li>6) Sample record keeping policies; and</li> <li>7) Internal quality assurance verification procedures including procedures to ensure there is no discrepancy between the information captured on the sample submission form and the product packaging.</li> </ol> <p>The Offeror must provide to the Standing Offer Authority a copy of the necessary documentation, to verify the Offeror's compliance with this criterion.</p>		
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<p><b>M6<sup>PB</sup></b></p>	<p>The Offeror and (or) its proposed subcontractors must demonstrate the ability to provide the sample collection service from all eleven (11) metropolitan areas, identified in article 7.1.2 in Annex A, Requirement.</p> <p>To demonstrate, the Offeror must provide at least one of the following:</p> <ul style="list-style-type: none"> <li>The physical addresses of the sample collection office in the following locations in the table below.</li> </ul> <table border="1" data-bbox="365 535 1144 997"> <thead> <tr> <th>Metropolitan Area</th> <th>Civic Address of the Sample Collection Office</th> </tr> </thead> <tbody> <tr><td>Vancouver</td><td></td></tr> <tr><td>Victoria</td><td></td></tr> <tr><td>Calgary</td><td></td></tr> <tr><td>Saskatoon</td><td></td></tr> <tr><td>Winnipeg</td><td></td></tr> <tr><td>Toronto</td><td></td></tr> <tr><td>Ottawa - Gatineau</td><td></td></tr> <tr><td>Montreal</td><td></td></tr> <tr><td>Quebec City</td><td></td></tr> <tr><td>Halifax</td><td></td></tr> <tr><td>Moncton</td><td></td></tr> </tbody> </table> <p style="text-align: center;"><b>AND/OR</b></p> <ul style="list-style-type: none"> <li>A clear plan for meeting the sampling requirements, identified in article 7.1 Sample collection and Transportation of Annex A, Statement of Work</li> </ul> <p>The Offeror must provide the civic address of the sample collection office for each metropolitan area and/or a plan for meeting sampling requirements, to verify the Offeror's compliance with this criterion.</p>	Metropolitan Area	Civic Address of the Sample Collection Office	Vancouver		Victoria		Calgary		Saskatoon		Winnipeg		Toronto		Ottawa - Gatineau		Montreal		Quebec City		Halifax		Moncton			
Metropolitan Area	Civic Address of the Sample Collection Office																										
Vancouver																											
Victoria																											
Calgary																											
Saskatoon																											
Winnipeg																											
Toronto																											
Ottawa - Gatineau																											
Montreal																											
Quebec City																											
Halifax																											
Moncton																											
<p><b>M7<sup>PB</sup></b></p>	<p>The Offeror must demonstrate that the personnel performing sample collection are qualified through an appropriate training protocol by submitting training records and/or written training procedure(s) that reflect the requirements of Annex A (i.e. sample handling, labeling, storage, etc.).</p> <p>To demonstrate, the Offeror must submit training records and/or written sample collection training procedure(s) and documentation demonstrating sample collection training as part of a quality management system and procedure(s) for corrective action and preventative actions (CAPA) should errors related to sample collection occur.</p> <p>The Offeror must provide to the Standing Offer Authority a copy of the necessary documentation, to verify the Offeror's compliance with this criterion.</p>																										

<b>M8<sup>PB</sup></b>	<p>The Offeror must properly submit photographs of a sample as an example. Any food product available from retail in Canada is acceptable for the example.</p> <p>To meet this requirement, photographs must be in accordance with Appendix III to Annex A, Requirements for Sample Photos.</p> <p>The Offeror must provide the sample photographs to the Standing Offer Authority, to verify the Offeror's compliance with this criterion.</p>		
<b>M9<sup>PB</sup></b>	<p><u>Quality Officer/Quality Manager for Sample Collection</u></p> <p>The Offeror must provide the services of one Quality Officer/Quality Manager to ensure the veracity and accuracy of all data submitted.</p> <p>For the proposed Quality Officer/Quality Manager, the Offeror must provide evidence of:</p> <ul style="list-style-type: none"> <li>a) Training of the Quality Officer/Quality Manager, according to sample collection SOP(s) proposed in the Offer; and</li> <li>b) Mechanisms to track errors and initiate and manage CAPAs.</li> </ul> <p>The Offeror must provide to the Standing Offer Authority a copy of the necessary documentation, to verify the Offeror's compliance with this criterion.</p>		

**1.2.2 Mandatory Technical Criteria for Optional Methods**

The Offeror is not required to propose any Optional Method as detailed in Appendix I to Annex A, Methods and Criteria in order for the Offer to be responsive.

Each proposed Optional Method will be evaluated individually. The Offeror must satisfy the following evaluation requirements in order for its proposed Optional Method(s) be included in any resulting Standing Offer.

At closure of the Request for Standing Offers, the Offeror must demonstrate the following Mandatory Requirements for each proposed Optional Method:

Item	Description	Met	Not Met				
<b>MO-1</b>	<p>For each organism for which the Offeror is submitting an Offer and would like to propose an Optional Method to be used during the Standing Offer period, the Offeror must submit the proposed laboratory's (or laboratories') controlled copies of each proposed Optional Method, as defined in Appendix I to Annex A, Methods and Criteria and described in the table below. It is not mandatory for the Offeror to submit controlled copies of Optional Methods that the Offeror does not propose to use during the Standing Offer period. Optional Method(s) will only be evaluated for each organism for which the Offeror has submitted a responsive offer.</p> <table border="1" data-bbox="418 1850 1230 1881"> <thead> <tr> <th data-bbox="418 1850 816 1881">Organism</th> <th data-bbox="816 1850 1230 1881">Optional Method(s)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Organism	Optional Method(s)				
Organism	Optional Method(s)						



	<table border="1"> <tr> <td data-bbox="418 220 820 409">Salmonella</td> <td data-bbox="820 220 1234 409">MFLP-29 (optional) MFLP-49 (optional) MFLP-38 (optional) MFLP-06 (optional) MFHPB-24 (optional)</td> </tr> <tr> <td data-bbox="418 409 820 472">E. coli O157:H7/NM</td> <td data-bbox="820 409 1234 472">MFLP-30 (optional)</td> </tr> <tr> <td data-bbox="418 472 820 598">Listeria monocytogenes</td> <td data-bbox="820 472 1234 598">MFLP-28 (optional) MFLP-77 (optional)</td> </tr> <tr> <td data-bbox="418 598 820 661">Shigella spp.</td> <td data-bbox="820 598 1234 661">MFLP-26 (optional)</td> </tr> <tr> <td data-bbox="418 661 820 693">Generic E.coli and coliforms</td> <td data-bbox="820 661 1234 693">MFHPB-34 (optional)</td> </tr> <tr> <td data-bbox="418 693 820 724">Coliforms</td> <td data-bbox="820 693 1234 724">MFHPB-34 (optional)</td> </tr> </table> <p data-bbox="391 758 1234 940">The method submitted by the Offeror must indicate that all steps identified in Appendix I to Annex A, Methods and Criteria, including the client-requested clarifications are followed. The Offeror may submit a controlled copy of the published method from the ISO or Health Canada Compendium of Methods site instead of their own separate controlled copy, as long as the client requested clarifications are indicated.</p> <p data-bbox="391 972 1234 1062">The Offeror must provide to the Standing Offer Authority a copy of the necessary documentation prior to Standing Offer Issuance, to verify the Offeror's compliance with this criterion.</p>	Salmonella	MFLP-29 (optional) MFLP-49 (optional) MFLP-38 (optional) MFLP-06 (optional) MFHPB-24 (optional)	E. coli O157:H7/NM	MFLP-30 (optional)	Listeria monocytogenes	MFLP-28 (optional) MFLP-77 (optional)	Shigella spp.	MFLP-26 (optional)	Generic E.coli and coliforms	MFHPB-34 (optional)	Coliforms	MFHPB-34 (optional)		
Salmonella	MFLP-29 (optional) MFLP-49 (optional) MFLP-38 (optional) MFLP-06 (optional) MFHPB-24 (optional)														
E. coli O157:H7/NM	MFLP-30 (optional)														
Listeria monocytogenes	MFLP-28 (optional) MFLP-77 (optional)														
Shigella spp.	MFLP-26 (optional)														
Generic E.coli and coliforms	MFHPB-34 (optional)														
Coliforms	MFHPB-34 (optional)														
<b>MO-2</b>	<p data-bbox="391 1157 1234 1276">The Offeror must demonstrate that the proposed laboratory (or laboratories) performing the Work are competent to perform the method(s) included in its Offer as specified in Appendix 1 to Annex A, Methods and Criteria.</p> <p data-bbox="391 1310 672 1339">Acceptable evidence is:</p> <ul style="list-style-type: none"> <li data-bbox="391 1371 1234 1430">(i) The method listed on the scope of accreditation from SCC or CALA; OR</li> <li data-bbox="391 1461 1234 1554">(ii) A letter from the SCC or CALA confirming the request for scope extension has been approved; OR</li> <li data-bbox="391 1585 1234 1856">(iii) A verification package following the guidance as specified in Part 5: Guidelines to Verify Standard Food Microbiological Methods for Implementation in Routine Testing, April 2015 (Health Canada Compendium of Analytical Methods, Volume 1: <a href="https://www.canada.ca/en/health-canada/services/food-nutrition/research-programs-analytical-methods/analytical-methods/compendium-methods/official-methods-microbiological-analysis-foods-compendium-analytical-methods.html">https://www.canada.ca/en/health-canada/services/food-nutrition/research-programs-analytical-methods/analytical-methods/compendium-methods/official-methods-microbiological-analysis-foods-compendium-analytical-methods.html</a>), to be reviewed by the CFIA.</li> </ul>														

	<p>For each optional method proposed for each organism for which they are submitting an Offer, the Offeror must submit a verification package following the guidelines outlined in Part 5.</p> <p>The Offeror must provide to the Standing Offer Authority a copy of the necessary documentation, to verify the Offeror's compliance with this criterion.</p>		
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### 1.3 Financial Evaluation

#### 1.3.1 Mandatory Financial Criteria

Item	Description	Met	Not Met
<b>MF1</b>	For each year of the Initial Standing Offer period and Optional Extension Periods, the Offeror must not exceed +/- 5% in the firm all inclusive price per sample for Sample Collection, Sample Photos and Sample Submission Forms, detailed in Attachment 1 Financial Presentation Sheet from each previous period.		
<b>MF2</b>	For each year of the Initial Standing Offer period and Optional Extension Periods, the Offeror must not exceed +/- 5% in the firm all inclusive price per organism per sample for Sample Analysis and Results detailed in Attachment 1 Financial Presentation Sheet from each previous period.		

#### 1.3.2 Evaluation of Price

1.3.2.1 The Offeror should submit their financial offer in accordance with Attachment 1 Financial Bid Presentation Sheet.

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

1.3.2.2 For evaluation purposes only, the Total Evaluated Offer Price for each organism will be determined separately, in accordance with Attachment 1 Financial Offer Presentation Sheet and as follows:

For Sample Collection, Sample Photos and Sample Submission Forms:

- The Average Price of Regular Tier is calculated as the sum of the offered firm all-inclusive price per sample (Regular Tier) for Year 1, Year 2, Year 3, Year 4 and Year 5, divided by 5.
- The Average Price of Premium Tier is calculated as the sum of the offered firm all-inclusive price per sample (Premium Tier) for Year 1, Year 2, Year 3, Year 4 and Year 5, divided by 5.
- The Average Price Between Regular and Premium Tiers is calculated as the sum of the Average Price of Regular Tier and the Average Price of Premium Tier, divided by 2.

For Sample Analysis and Results:

- For each organism, the Average Price for the Organism is calculated as the sum of the offered firm all-inclusive price per organism per sample for Year 1, Year 2, Year 3, Year 4 and Year 5, divided by 5.

For the Total Evaluated Offer Price:

- 
- For each organism, the Total Evaluated Offer Price is calculated as the sum of the Average Price Between Regular and Premium Tiers (Sample Collection, Sample Photos and Sample Submission Forms) and the Average Price for the Organism (Sample Analysis and Results).

## 2. Basis of Selection – For each Organism

1. To be declared responsive, an Offer must:
  - (a) comply with all the requirements of the Request for Standing Offers (RFSO); and
  - (b) meet all mandatory technical criteria, as per Part 4, article 1.2.1, for each organism for which the Offeror has submitted an Offer; and
  - (c) meet all mandatory financial criteria for each organism for which the Offeror has submitted an Offer.
2. An Offer not meeting (a) or (b) or (c) above will be declared non-responsive and given no further consideration.
3. Up to three (3) responsive offers with the lowest Total Evaluated Offer Price per organism will be recommended for issuance of a Standing Offer for each organism as identified in Annex A, Requirement.
4. In the event that an Offeror is selected for multiple organisms, only one Standing Offer will be recommended for issuance to the Offeror to cover all organisms for which the Offeror has been selected.

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## 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 Standing Offer 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 Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 1 Certifications Required with the Offer

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

#### 1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### 1.2 Additional Certifications Required with the Offer

##### 1.2.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Offeror certifies that:

( ) the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#) (9), Example 2, of the *Supply Manual*.

**1.2.2** *SACC Manual* clause [A3050T](#) (2014-11-27) Canadian Content Definition

### 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.

#### 2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of 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.

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## 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4).

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.

## 2.3 Additional Certifications Precedent to Issuance of a Standing Offer

### 2.3.1 Status of Availability of Resources - Offer

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.

## **PART 6 - FINANCIAL AND INSURANCE REQUIREMENTS**

### **1. Financial Capability**

SACC Manual Clause M9033T (2011-05-16), Financial Capability

### **2. Insurance Requirements - Proof of Availability - Prior to issuance of a Standing Offer**

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 C.

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.

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**PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**
**A. STANDING OFFER****1. Offer**

The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

**2. Security Requirements**

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

**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.

**3.1 General Conditions**

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

**3.2 Standing Offers Reporting****3.2.1 Periodic Usage Reports: Standing Offer**

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide the following information for each call-up made pursuant to this Standing Offer:

Call-up Number	Issue Date of Call-Up	Call-Up Expiry Date	Name of Identified User	Call-up Total Value (Applicable Taxes extra)	Value expended to date

If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a semi-annual basis to the Public Works and Government Services Canada (PWGSC) Standing Offer Authority.

The semi-annual reporting periods are defined as follows:

- 1st period: April 1 to September 30;
- 2nd period: October 1 to March 31.

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

**4. Term of Standing Offer**

**4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from the date of Standing Offer issuance to March 31, 2020.

**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 three (3) additional one-year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula 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 Standing Offer Authority ten (10) calendar days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

**5. Authorities**

**5.1 Standing Offer Authority**

The Standing Offer Authority is:

Heather Wilson  
Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch  
Life and Earth Sciences Division  
10 Wellington  
Gatineau, Quebec, K1A 0S5

Telephone: 819-639-0671  
E-mail address: heather.wilson@tpsgc-pwgsc.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.

**5.2 Project Authority**

The Project Authority for the Standing Offer is:

***(To be inserted at Standing Offer issuance.)***

Name: \_\_\_\_\_  
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.



### 5.3 Offeror's Representative

*(To be inserted at Standing Offer issuance.)*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

### 6. Proactive Disclosure of Contracts with Former Public Servants (if applicable)

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

### 7. Identified Users

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

### 8. Call-up Procedures

#### 8.1 Method of Allocation

The Identified User will determine the allocation of each Call-up based on the following:

Each particular Survey Sample Plan will be considered individually for allocation of a Call-up, as per the following decision criteria:

#### Decision Criterion # 1: Number of Organisms Offered

In determining which Offeror qualifies for the Work under a particular Survey Sample Plan, Canada will first determine which Offeror(s) offer all of the mandatory testing requirements for all of the Organisms required to be tested under the Survey Sample Plan at a single laboratory location. Each sample under the Survey Sample Plan will be tested for a range of 1 to 11 Organisms identified in Annex A, Requirement.

#### Decision Criterion # 2: Lowest Extended Price per Survey Sample Plan

If more than one (1) Offeror can offer all of the mandatory testing requirements for all of the Organisms required to be tested for a particular Survey Sample Plan at a single laboratory location, the Work will be allocated as follows:

The Identified User will contact the Offeror with the lowest extended price for the particular Survey Sample Plan to determine if the requirement can be satisfied by that Offeror. If that Offeror is able to meet the requirement, a Call-up is made against its Standing Offer. If that Offeror is unable to meet the requirement, the Identified User will contact the Offeror with the next lowest extended price for the particular Survey Sample Plan. The Identified User will continue to proceed as above until one Offeror indicates that it can meet the requirement of the particular Survey Sample Plan.

If an Offeror can satisfy the above decision criteria for multiple Survey Sample Plans, the Identified User may issue one Call-up to include all Survey Sample Plans for which the Offeror can meet the requirement.

## **8.2 Call-up Process:**

- 8.2.1 The Identified User will provide the Offeror with a description of the Work as allocated in accordance with the procedures described above. The description will include details of the samples to be collected, the tests to be performed and a schedule indicating completion dates for the deliverables.
- 8.2.2 The Offeror must confirm to the Identified User, within five (5) calendar days of receipt, that they have the capacity to perform all of the proposed Work. In the event the Offeror indicates it does not have the capacity to perform the Work in its entirety, Canada reserves the right to re-allocate some of the remaining Work among one or more of the other ranked Offeror(s).
- 8.2.3 The Offeror must not commence Work until the authorized Call-up has been received by the Offeror. The Offeror acknowledges that any work performed before the Call-up has been received will be done at the Offeror's own risk.

## **8.3 Suspension of the Standing Offer**

The following clause is in addition to the rights of Canada under each Call-up, and in addition to the terms and conditions under section 13 of 2005 (2017-06-21) General Conditions – Standing Offers – Goods or Services. If the Offeror does not perform the Work stated in a Call-up and in accordance with Annex A – Requirement, the Offeror will be notified in writing by the Standing Offer Authority of the default and will be provided 5 business days to implement corrective actions. If the default is not corrected within 5 business days, the Standing Offer Authority may temporarily suspend the Standing Offer until the Offeror has demonstrated to the satisfaction of the Standing Offer Authority that it has resolved the problems causing the default. During the period that the Standing Offer is suspended, Canada will distribute all new Work among the other ranked Offerors.

## **9. Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

## **10. Limitation of Call-ups**

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

For call-ups above \$400,000.00, Public Works Standing Offer Authority approval will be required prior to issuing the call-up.

## **11. 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 (2017-06-21), General Conditions - Standing Offers - Goods or Services;
  - d) the general conditions 2035 (2016-04-04), General Conditions - Higher Complexity - Services;
  - e) Annex A, Requirement;
  - f) Annex B, Basis of Payment;
  - g) Annex C, Insurance Requirements
  - h) the Offeror's offer dated \_\_\_\_\_ **(To be inserted at Standing Offer issuance.)**

## 12. Certifications

### 12.1 Compliance

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. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

### 12.2 SACC Manual Clauses

M3020C (2016-01-28), Status of Availability of Resources - Standing Offer

M3060C (2008-05-12), Canadian Content Certification

## 13. 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 \_\_\_\_\_ **(To be inserted at Standing Offer issuance.)**

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## 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.

### 1. Requirement

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

### 2. Standard Clauses and Conditions

#### 2.1 General Conditions

The general conditions 2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### 3. Term of Contract

#### 3.1 Period of the Contract

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

### 4. Proactive Disclosure of Contracts with Former Public Servants (if applicable)

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.

### 5. Payment

#### 5.1 Basis of Payment

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

One of the following types of basis of payment will form part of the approved Call-Up.

##### 5.1.1 Firm Price Call-Up

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm price stipulated in the Call-up, calculated in accordance with **Annex "B"**. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor 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.

##### 5.1.2 Cost Reimbursable Call-up subject to a Limitation of Expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of Payment specified in the Call-up, which must be established in accordance with **Annex "B"**, to a limitation of expenditure stipulated in the Call-up. Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service

that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## 5.2 Method of Payment

Depending on the method of payment specified in the approved Call-up, one of the following two clauses will apply:

### 5.2.1 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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

### 5.2.2 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 if:

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

## 5.3 Electronic Payment of Invoices – Call-up

*(To be revised or deleted at Standing Offer issuance, if applicable.)*

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## 6. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. The invoice must show the Call-up number and, as applicable, the description of the milestone invoiced.

Invoices cannot be submitted until all work identified on the invoice is completed. For each sample, invoices cannot be submitted for work on the sample until all required Sample Collection, Sample Photos, Sample Submission Form, Sample Analysis and Reporting for the sample are complete.

Each invoice must be supported by:

- (a) a copy of the Sample Photos and Sample Submission Forms;
- (b) a copy of any other documents as specified in the Standing Offer and Call-up.

2. Invoices must be distributed as follows:

- (a) One (1) copy must be submitted in an electronic format to the Project Authority identified under the section entitled "Authorities" of the Standing Offer for certification and payment. Microsoft Word and Adobe Reader (.pdf) formats are acceptable.
- (b) One (1) copy must be submitted in an electronic format to the Standing Offer Authority identified under the section entitled "Authorities" of the Standing Offer. Microsoft Word and Adobe Reader (.pdf) formats are acceptable.

## **7. Insurance – Specific Requirements**

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

## **8. SACC Manual Clauses**

B1505C (2016-01-28), Shipment of Dangerous Goods/Hazardous Products  
D3014C (2007-11-30), Transportation of Dangerous Goods/Hazardous Products  
D3015C (2014-09-25), Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance

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## ANNEX A REQUIREMENT

### 1.0 Title

#### **National Individual Standing Offer for Sample Collection and Microbiological Analytical Testing Services for the Canadian Food Inspection Agency (CFIA)**

### 2.0 Definitions

Targeted Survey	A tool used by the CFIA to evaluate various foods for selected organisms in the Canadian market. Targeted surveys are used to generate baseline information on certain organisms in foods available for sale at retail in Canada.
Method	A procedure to be used by the Offeror for the purpose of providing the analytical laboratory services for microbiological testing. These methods are specified in Appendix I to Annex A, Methods and Criteria.
Food	As defined in Canadian <i>Food and Drugs Act</i> , food includes any product 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	The types of food samples, such as fresh fruit and vegetable products, processed food products and food ingredients.
Perishable	Food items that require refrigeration or freezing, such as raw fruit and vegetable products.
Non-Perishable	Food items that are shelf stable and do not require refrigeration or freezing
Product Type	Description used by the Project Authority for a group of similar food products, e.g. fresh-cut vegetables, infant formula.
Working day	Any day between and including Monday to Friday, but not including national holidays nor provincial holidays of the province in which the Offeror's laboratory performing the Work is physically located.

### 3.0 Terminology

#### 3.1 Acronyms

CALA – Canadian Association for Laboratory Accreditation  
SCC – Standards Council of Canada  
CFIA – Canadian Food Inspection Agency  
RTE – Ready-to-eat  
SSF – Sample Submission Form

#### 3.2 Forms/Reports

Sample Submission Form	'Form'
Report of Analysis	'RoA'
Monthly Sample Collection Reports	'Report #1'
Monthly Results Reports	'Report #2'

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### 3.3 List of Appendices

- Appendix I to Annex A: Methods and Criteria
- Appendix II to Annex A: General Sampling Guidelines
- Appendix III to Annex A : Requirement for Sample Photos
- Appendix IV to Annex A: Sample Storage and Shipping Criteria
- Appendix V to Annex A: Sample Submission Form
- Appendix VI to Annex A: Shipping of Bacterial Isolates and Remaining Portions of Samples
- Appendix VII to Annex A: Sample Product Tiers
- Appendix VIII to Annex A: Example Sample Plan and Reports
- Appendix IX to Annex A: Year 1 Survey Sample Plan
- Appendix X to Annex A: Year 1 Sampling Guidelines

### 4.0 Objective

The objective of the Work is for the provision of sample collection services, including shipping and handling, and laboratory services for microbiological testing of food for the Canadian Food Inspection Agency (CFIA), on an "if and when requested" basis in accordance with the identified organisms and other parameters listed in Appendix I to Annex A, Methods and Criteria.

Analytical testing services must be performed in a laboratory accredited under the Standard Council of Canada (SCC) or the Canadian Association for Laboratory Accreditation (CALA) for the Work requirements. Further information on the accreditation process may be found at the following websites:

- (a) SCC - <http://www.scc.ca/en/about-scc/publications/criteria-and-procedures/laboratory-accreditation>
- (b) CALA - [http://www.cala.ca/accred\\_program.html](http://www.cala.ca/accred_program.html)

### 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 by the Canadian Food Inspection Agency (CFIA) to focus its surveillance activities on areas of highest health risk. The information gained from these surveys provides support for the allocation and prioritization of the Agency's activities to areas of greater concern. Originally started as a project under the Food Safety Action Plan (FSAP), targeted surveys have been embedded in the CFIA's regular surveillance activities since 2013. Targeted surveys are a valuable tool for generating information on certain hazards in foods, identifying and characterizing new and emerging hazards, informing trend analysis, prompting and refining health risk assessments, highlighting potential contamination issues, as well as assessing and promoting compliance with Canadian regulations.

Food safety is a shared responsibility. The Canadian Food Inspection Agency works with federal, provincial, territorial and municipal governments and provides regulatory oversight of the food industry to promote safe handling of foods throughout the food production chain. The food industry and retail sectors in Canada are responsible for the food they produce and sell, while individual consumers are responsible for the safe handling of the food they have in their possession.

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 must provide the following services:

### **6.1 Sample Collection**

All samples are considered food products sold at retail and can vary considerably in commodity type, size, weight and retail price. Samples will be divided into two pricing tiers based on the type of product; the determination of product tier will be at the discretion of Canada and will be listed on the Survey Sample Plan provided to the Offeror prior to commencing sample collection. The product tier list is included in Appendix VII to Annex A: Sample Product Tiers. It is estimated that the regular tier products will constitute 90% of the surveys, with the remaining 10% from the premium tier. This estimate is for planning purposes and must not be considered final. Unless a range is indicated on the Survey Sample Plan, collection of a premium tier product for a plan requesting a regular tier product will be paid out at the regular tier rate, unless agreed to in writing by the Project Authority prior to product sample collection. On an "if and when requested" basis, the Offeror must collect and transport samples as detailed in the Call-up and associated Survey Sample Plan. With the Call-up, the Project Authority will provide a detailed Survey Sample Plan to the Offeror similar to that provided in Appendix VIII to Annex A, Example Sample Plan and Reports. The Project Authority will also provide detailed guidelines to support the Survey Sample Plan.

The Offeror must collect samples for these Surveys from the areas across Canada as identified in article 7.0 Tasks and Technical Specifications. The Project Authority will provide detailed requirements which must be included in the Offeror's sample collection Standard Operating Procedure(s) (SOP(s)). The Offeror will be required to provide accurate and detailed information on the samples collected including, but not limited to, packaging and shipment information.

### **6.2 Analytical Testing**

On an "if and when requested" basis, the Offeror must analyze the samples using the Methods specified in Appendix I to Annex A, Methods and Criteria. The Project Authority will provide the list of organisms to be analyzed for each Survey, what methods must be used, and the reporting limit for each target organism. It is estimated that on average, one sample will be tested for four of the organisms detailed in Appendix I to Annex A, Methods and Criteria.

The Offeror must perform analytical testing for the organisms in foods for the CFIA in accordance with the Surveys established by the CFIA. An annual Survey Sample Plan similar to the one found in Appendix VIII to Annex A, Example Sample Plan and Reports will be provided to the Offeror by the Project Authority within 2 weeks following Standing Offer issuance and on, or before, April 1<sup>st</sup> of subsequent years of the Standing Offer. The annual Survey Sample Plan is provided for informational purposes only and does not constitute a guarantee of work from Canada.

The Work must be performed in accordance with the "Date Planned" in the detailed Survey Sample Plan which accompanies the Call-up. Sample preparation and analysis must be performed at the location(s) detailed in the Standing Offer and as stipulated in the Call-up.

### **6.3 Method Verification**

Methods identified in Appendix I to Annex A, Methods and Criteria, must be listed in the Offeror's scope of accreditation within six (6) months of Standing Offer issuance, unless agreed upon in writing by the Project Authority. In the event that a method has not been included in the scope at time of the Offer, the Offeror must provide documentation indicating the method has been verified according to Part 5: Guidelines to Verify Standard Food Microbiological Methods for Implementation in Routine Testing, April 2015 (Health Canada Compendium of Analytical Methods, Volume 1: <https://www.canada.ca/en/health-canada/services/food-nutrition/research-programs-analytical-methods/analytical-methods/compendium-methods/official-methods-microbiological-analysis-foods-compendium-analytical-methods.html>).

In the event that a verified method is not included in the Offeror's scope of accreditation within six (6) months of Standing Offer issuance, or within the timeframe agreed upon in writing by the Project Authority if applicable, the following will occur:

- For any mandatory method, the Standing Offer for the corresponding organism will be set-aside by the Standing Offer Authority; and/or,
- For any optional method, the Project Authority will not accept nor approve any Work conducted using that method.

In the event that modifications to published methods are made, the Offeror must continue to test the samples as identified in Appendix I to Annex A, Methods and Criteria, until the Project Authority has approved the implementation of the modifications to the methods. Should modifications be made, the Offeror must verify the revised Standard Operating Procedure according to Part 5: Guidelines to Verify Standard Food Microbiological Methods for Implementation in Routine Testing, April 2015 ((Health Canada Compendium of Analytical Methods, Volume 1: <https://www.canada.ca/en/health-canada/services/food-nutrition/research-programs-analytical-methods/analytical-methods/compendium-methods/official-methods-microbiological-analysis-foods-compendium-analytical-methods.html>). A copy of all verification data and the revised method must be submitted by the Offeror to the Project Authority as agreed upon in writing by the Project Authority.

#### **6.4 Service Standards for Sample Collection and Microbiological Analytical Testing**

- (a) Sample collection activities must follow the scheduling date(s) prescribed in the detailed Survey Sample Plan which accompanies the Call-up.
- (b) Sample collection activities must follow same day or next day shipping to the Offeror's laboratory for perishable samples.
- (c) The required lead-time for setting up samples after receipt at the Offeror's laboratory is twenty-four (24) hours for perishable samples, and 72 hours for non-perishable samples.
- (d) The Offeror must report final analytical results within twelve (12) working days from receipt of the sample(s) at the Offeror's laboratory.

#### **6.5 Sample Retention**

After all the required testing is completed and if all the results for the specific sample are negative, the remaining sample material may be disposed of in accordance with the Offeror's laboratory's standard procedures.

After all the required testing is completed and if there are one or more confirmed positive results for any sample, the Offeror's laboratory must continue to hold any remaining sample material, under conditions appropriate to the sample being analysed in order to minimize spoilage, for an additional fourteen (14) calendar days. After fourteen (14) calendar days, if no additional action has been requested by the Project Authority, the remaining sample portions may be disposed of in accordance with the applicable federal, provincial and municipal laws and regulations. Note that in certain situations, the Offeror will be required to ship the remaining portion of the confirmed positive sample to the CFIA as detailed in Appendix I to Annex A, Methods and Criteria.

#### **7.0 Tasks and Technical Specifications**

The Offeror must provide sample collection and microbiological analytical testing services, on an "if and when requested" basis, in accordance with the Surveys established by the CFIA, as described in article 8.0 Responsibilities of Canada. The Offeror is responsible for performing the Work as specified in the Call-up. The services will include, but are not limited to, the following tasks:

## 7.1 Sample Collection and Transportation

For each organism listed in Appendix I to Annex A, Methods and Criteria, the CFIA plans for a certain number of samples to be collected and tested over a 12 month period. These numbers are described as the "Estimated Number of Samples" in Table 1 Sample Estimates below. Samples will be obtained at the retail level. These may include, but are not be limited to, samples from grocery stores, U picks, farmer's markets, ethnic stores, specialty stores, coffee/tea houses and juice bars. The Project Authority will provide an annual Survey Sample Plan in a format similar to the one shown in Appendix VIII to Annex A, Example Sample Plan and Reports, to the Offeror within 2 weeks following Standing Offer issuance and on, or before, April 1<sup>st</sup> of subsequent years of the Standing Offer, as specified in article 8.0 Responsibilities of Canada. With the Call-up, the Project Authority will provide a detailed Survey Sample Plan and detailed sampling guidelines for sample collection and testing to be conducted by the Offeror under the Call-up.

**Table 1 Sample Estimates**

	Year One	Year Two	Option Year One	Option Year Two	Option Year Three
Estimated Number of Samples	12 500	12 500	12 500	12 500	12 500
Estimated Number of Tests	54 000	54 000	54 000	54 000	54 000

7.1.1 All values included above in Table 1 Sample Estimates are provided only as estimation for planning purposes and are not to be construed as final. On an average, approximately four (4) organisms detailed in Appendix I to Annex A, Methods and Criteria are tested on one sample. Samples will be divided into two pricing tiers based on the type of product. The product tier list is included in Appendix VII to Annex A: Sample Product Tiers. It is estimated that the regular tier products will constitute 90% of the surveys, with the remaining 10% from the premium tier. Actual numbers may vary depending on the CFIA priorities at the time.

7.1.2 Collection of samples will be required from eleven Metropolitan Areas: Halifax, Moncton, Montreal, Quebec City, Ottawa - Gatineau, Toronto, Victoria, Calgary, Saskatoon, Winnipeg and Vancouver. A small portion of samples (no more than 10%) will require travel of 100km or more from the city limits. For each Call-up, the proportions of samples collected from each of the 11 areas are estimated as follows:

Halifax:	4% of total number of a Survey
Moncton:	2% of total number of a Survey
Quebec City:	4% of total number of a Survey
Montreal:	19% of total number of a Survey
Ottawa - Gatineau:	7% of total number of a Survey
Toronto:	32% of total number of a Survey
Vancouver:	11% of total number of a Survey
Victoria:	2% of total number of a Survey
Calgary:	12% of total number of a Survey
Saskatoon:	3% of total number of a Survey
Winnipeg:	4% of total number of a Survey

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Collection of samples will be required at each of the aforementioned Metropolitan Areas as defined by Statistics Canada for the 2016 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](https://www12.statcan.gc.ca/census-recensement/2011/geo/map-carte/ref/cma_ca_ct-rmr_ar_sr/index-eng.cfm).

- 7.1.3 The Offeror must ensure there is a designated Quality Officer/Quality Manager to oversee the integrity of sample collection. This individual must oversee and ensure the proper implementation of all items covered in article 7.1 Sample Collection and Transportation and Appendix III Requirement for Sample Photos and Appendix IV Sample Storage and Shipping Criteria and Appendix V Sample Submission Form.
- 7.1.4 The Offeror must collect samples as prepackaged products unless stated otherwise. Where a bulk sample must be collected, or the packaging is permeable or easily opened and can be exposed to the environment, the sample must be packaged individually using aseptic techniques to avoid direct contact with the sampler, shipping and/or other material in the same shipping container and to ensure the integrity and traceability of the collected product.
- 7.1.5 The Offeror must submit a Sample Submission Form (SSF) in PDF format with each sample collected. The Project Authority will provide detailed guidelines on how to complete a Sample Submission Form. The form template provided in Appendix V to Annex A, Sample Submission Form must be used. It is the responsibility of the Offeror to verify and ensure that the data on the SSF is accurate and matches exactly the information present on the packaging of the sample. The Project Authority will have the right to refuse payment for the sample collection services if a discrepancy exists between the information found on the SSF and the sample packaging as shown in the sample photos; charges for sample collection services associated with this SSF will not be accepted.
- 7.1.6 The Offeror must take digital photos of each sample before it is unpacked. Photo submission requirements include:
- The Offeror must provide photos for each sample in accordance with Appendix III to Annex A, Requirements for Sample Photos.
  - The Offeror must submit sample photos along with corresponding duly completed sample submission forms by mail in USB or CD/DVD format, every two weeks to the Project Authority.
  - In some cases, the Project Authority may request additional sample photo(s) for clarification or investigation, and/or the Project Authority may request electronic copies of the sample photos and the submission form outside of the frequency specified in 7.1.6 (b)
  - The Offeror must submit the sample photos to the Project Authority before or at the same time as the testing results. The Project Authority will reject testing result(s) submitted without sample photos, and all charges associated with this sample will not be accepted.
- 7.1.7 It is the responsibility of the Offeror to ensure that the collected samples fit the description specified in the detailed Survey Sample Plan and comply with the sampling requirements provided in the detailed sampling guidelines provided with the Call-up. The Project Authority has the right to refuse a sample if the collected sample does not fit the description specified in the detailed Survey Sample Plan provided with the Call-up, and charges associated with this sample will not be accepted.
- 7.1.8 The Offeror must ensure that samples collected provide representation from all National and large regional chains within each Metropolitan Area as well as a variety of smaller regional, local and specialty stores over the course of a month, as stipulated in the detailed Survey Sample Plan provided with the Call-up, to ensure representative sampling. Products sampled within the same store and city from the same lot will not be accepted as two distinct samples, and charges associated with this sample will not be accepted.
- 7.1.9 If a sample cannot be collected in accordance with the detailed Survey Sample Plan provided with the Call-up, the Offeror must contact the Project Authority by e-mail to obtain further instructions.

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Samples collected ten (10) working days or more beyond the "Date Planned", as indicated in the detailed Survey Sample Plan, will not be accepted by the Project Authority, unless agreed upon in writing by the Project Authority.

- 7.1.10 Where the Offeror proposes to subcontract sample collection services, the Offeror must submit details to the Project Authority for review. Sample collection activities must not commence until the Contracting Authority approves the subcontracting in writing.
- 7.1.11 The Offeror must store, package and ship all samples in accordance with Appendix IV to Annex A, Sample Storage and Shipping Criteria.

## **7.2 Sample Reception and Analytical Testing**

7.2.1 Following receipt of the sample(s) at the testing laboratory, the Offeror must:

- (a) Inspect the sample(s) and ensure the samples have arrived in acceptable condition for testing in accordance with the criteria outlined in Appendix IV to Annex A, Sample Storage and Shipping Criteria.
- (b) Compare the details of the corresponding duly completed sample submission form(s) against the sample(s) received. Samples must meet the description in the detailed Survey Sample Plan provided with the Call-up.
- (c) Document any deviations, defined as anything whatsoever, that does not agree with the detailed Survey Sample Plan provided with the Call-up. As an example, refer to Appendix VIII to Annex A, Example Sample Plan and Reports, i.e. city, commodity and product type; and report such deviations to the Project Authority within twelve (12) hours from receipt of the sample(s).
- (d) Obtain clarification on samples with deviations from the Project Authority prior to commencing any analysis. The twenty-four (24) or seventy-two (72) hour lead time for sample set-up and twelve (12) working day turn-around time for reporting final analytical results will commence after the Offeror receives clarification from the Project Authority regarding the deviation(s).
- (e) Claim sample(s) that fail to meet the description(s) specified in the detailed Survey Sample Plan provided with the Call-up and/or the shipping and storage criteria as unfit and rejected from further analysis. Analytical results reported on unfit samples will be rejected. All charges associated with these samples will not be accepted.
- (f) Make available, at any point of time during the Call-up period, a documented record of shipping and storage conditions of a specific sample for investigation by the Project Authority.

## **7.3 Confirmation Procedures**

The Offeror must follow the confirmation procedures for presumptive positives as per the specifications outlined in Appendix I to Annex A, Methods and Criteria.

## **7.4 Reporting of Results**

- 7.4.1 During the period of the Call-up, the Offeror must deliver to the Project Authority the Monthly Sample Collection Report (Report #1) and Monthly Results Report (Report #2) electronically in Microsoft Excel format as specified in article 11.0 Deliverables. In the event that no sample collection or testing is conducted during the reporting period, a NIL report is not required.
- 7.4.2 Quantitative results: The Offeror must report numerical results of the reported values for safety parameters (Aw and pH) and for bacterial counts. For bacterial counts, the Offeror must report values using either, CFU/g (colony forming units per gram) or MPN/g (Most Probable Number per gram) as appropriate.

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- 7.4.3 Qualitative results: The Offeror must report negative samples numerically as zero (0), and positive results must be reported numerically as one (1).
- 7.4.4 The Offeror must provide Reports of Analyses (RoA) when requested in the Call-up and a PDF copy must be submitted to the Project Authority.
- 7.4.5 The Offeror must notify the Project Authority by email within twenty four (24) hours, once a screening test identifies a presumptive positive.
- 7.4.6 The Offeror must notify the Project Authority within two (2) hours once a sample is confirmed positive or has counts above the requested reporting limit and provide a RoA, Sample Submission Form and sample photos. The Offeror must respond to any queries related to a recently reported positive result, or a recently reported result with counts above the requested reporting limit, within four (4) hours after receiving the query.

## **8.0 Responsibilities of Canada**

- 8.1 The Project Authority will provide a detailed Survey Sample Plan similar to the one shown in Appendix VIII to Annex A, Example Sample Plan and Reports, with each Call-up. The Project Authority will provide details to the Offeror regarding:
- (a) Sample specifications, including amongst others the commodity and product type of samples for the surveys, approximate sample size, origin, locations to be collected, as stated in Appendix VIII to Annex A, Example Sample Plan and Reports
  - (b) The organisms to be tested, methodology and reporting limits
- 8.2 The CFIA will be responsible for the cost of shipping isolates of pathogens and the remaining portion of positive samples in certain instances from the Offeror's laboratory facility to a CFIA or other government laboratory as detailed in Appendix VI to Annex A, Shipping of Bacterial Isolates and Remaining Portions of Samples. Transportation of isolates must be done in the most economical way for the Government of Canada but must still be in accordance with Transportation of Dangerous Goods regulations.

Further information on the Transportation of Dangerous Goods regulation can be found at the following website: <http://www.tc.gc.ca/eng/tdg/safety-menu.htm>.

- 8.3 The Project Authority will provide detailed instructions with each Call-up for every detailed Survey Sample Plan to describe the organisms to be tested, allowable methodology, testing clarifications, analytical units and reporting limits for each organism under the sampling plan
- 8.4 The year 1 survey sample plan is included in Appendix IX to Annex A for reference and planning purposes only and may be subject to change.

## **9.0 Constraints**

- 9.1 The Offeror must participate in a Proficiency Test Program from proficiency testing providers that are accredited to ISO/IEC 17043 or are considered acceptable by the Offeror's laboratory's accrediting body (SCC or CALA). The proficiency testing frequency shall ensure that all methods used under the Standing Offer are subjected to evaluation at least once over a two year period. The Offeror must submit to the Project Authority a copy of the final report received from the proficiency testing provider.
- 9.2 The Project Authority may, at its discretion, randomly submit challenge samples to the Offeror's laboratory under the Call-up as part of the detailed Survey Sample Plan. These challenge samples will be used as an evaluation of the performance of the Offeror. In the event of an unsatisfactory

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test result, the Project Authority will notify the Offeror within one (1) week, to initiate an investigation and report on the aberration at no cost to Canada.

- 9.3 Third party access to the findings, records or data of preliminary or final test result information on the testing required by the CFIA is not permitted. The Offeror must only release the findings, records and data of preliminary and final test result information to the Project Authority.

## **10.0 Inspection of Facilities**

Representatives of the CFIA or agents of Canada may conduct a facility site visit and evaluation to verify that the technical capabilities, human and material resources of the Offeror are adequate to perform the requirements of the Standing Offer. For example, reports denoting corrective measures, turnaround times, proficiency test results, reporting requirements, confirmatory testing decisions and procedures, and data management criteria may be verified.

The Project Authority will provide an assessment report of each inspection carried out. The report will include a summary of the inspection, detailed findings and expected timelines for corrective measures.

The Offeror must submit to and participate fully in inspections and audits as they occur that are related to testing and sampling activities that are undertaken by the Offeror's participating laboratories under the Standing Offer.

## **11.0 Deliverables**

Canada will have the right to reject any of the deliverables if they are not delivered in accordance with the requirements of the Standing Offer and the Call-up. Rejection of one deliverable does not preclude Canada from accepting other deliverables that are delivered in accordance with the Standing Offer and the Call-up.

Deliverables must be delivered in accordance with the Standing Offer and the Call-up and as per the following:

### **11.1 Sample Collection and Sample Photos**

The Offeror must collect all samples in accordance with the detailed Survey Sample Plan provided with the Call-up.

The Offeror must provide photos for each sample collected for the survey in accordance with Appendix III to Annex A, Requirement for Sample Photos.

### **11.2 Sample Submission Forms**

The Offeror must provide a duly completed and accurate Sample Submission Form for each sample collected for the survey. The form template provided in Appendix V to Annex A, Sample Submission Form, must be used.

### **11.3 Sample Analysis and Results**

The Offeror must provide analytical testing services for the organisms prescribed in the sample guidelines, **Sampling Guidelines for Targeted Surveys in Microbiology**, for each sample collected for the survey. Analytical testing must be conducted in accordance with Appendix I to Annex A, Methods and Criteria. Analytical results must be reported to the Project Authority, as per the requirements listed in article 7.4, Reporting of Results.

## 11.4 Web-based Access to Sample Submission Form and Results

In addition to the methods and frequencies of deliverable submissions detailed in article 7, the Offeror must provide access to its secure web-based Laboratory Information Management System (LIMS) to allow the Project Authority to access and view information from the Sample Submission Form that accompanies the sample, the method and the analytical results, throughout the duration of the Call-up. The Offeror must provide the Project Authority with an exclusive login account to its LIMS so that only the Project Authority is able to access the information relevant to the Work performed under the Call-up. The information must be searchable on its LIMS using the sample number that is assigned as described in Report #1 at article 11.5. The Offeror must make the information for each sample available on the LIMS accessible by the Project Authority within ten (10) working days upon completion of all required sample testing for the sample.

## 11.5 Reporting

During the period of the Call-up, the Offeror must deliver three (3) monthly reports, electronically in Microsoft Excel format, to the Project Authority as follows:

- (1) Monthly sample information records – Report #1 (Monthly Sample Collection Report), and
- (2) The final analytical data for samples submitted for analysis – Report #2 (Monthly Results Report), and
- (3) List of scheduled samples not collected – Report #3 (Missing Samples Monthly Report).

The Offeror must submit these reports to the Project Authority no later than ten (10) working days after the end of the month for review and acceptance, using the reports as indicated below. The Offeror must utilize the field names as indicated in **bold** below in the reports, with no exceptions.

### Monthly 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 in the schedule. 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 from (ie, Atlantic, Quebec, Ontario, West)
- (iii) **City** – The name of the city where the sample is purchased.
- (iv) **PickupProv** – The name of the province where the sample 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 the sample is purchased. This should be correlated to Survey specification.



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- (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
- (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 The text is to be a detailed description of the actual sample received. In the case of any ambiguity, the Project Authority must 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 detailed Survey Sample Plan. In the case of any ambiguity, the Project Authority must be consulted. The value must match a value for this field that will be provided with the detailed Survey 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, or
  - Frozen, or
  - 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 detailed Survey 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 **Sample Size** 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. If no certification body is present, use unknown:
- (xxviii) **Other Certification Body** – Enter Name of Certification body if chose OTHER in **CERT.BODY** above.

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- (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 Project 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 **Grower / Importer Name** 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

## Monthly Results Report, Report #2

This report must contain the following information for all results reported for the month:

- (i) **SAMPLE\_NO** – See Report #1 above.
- (ii) **Commodity** – See Report #1 above.
- (iii) **Plan\_Code**– The name of the CFIA Survey which the test falls under and is identified in the survey.
- (iv) **Method** – The method number or document control number which identifies the method used in the laboratory.
- (v) **Analyte** – The name of the analyte being tested.
- (vi) **Amount** – The amount of analyte determined.
- (vii) **Test** – The identity of the microorganism being tested. I.e: "salmonella", "listeria". Will be identified in the detailed Survey Sample Plan provided.
- (viii) **TestResult** – The result of the test as specified.
- (ix) **Date\_Analyzed** – The date the analysis is conducted in the Offeror's laboratory.

- (x) **Date\_Rept** – The date the result is reported.
- (xi) **Invoice\_No** – Invoice Number.

### Missing Samples Monthly Report, Report #3:

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

- (i) **SAMPLE NUMBER** – The sample number identified on the detailed Survey Sample Plan.
- (ii) **Region** – The region the sample was originally scheduled. This will be provided on the detailed Survey 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 detailed Survey Sample Plan, if required.
- (vi) **Date\_Planned** – Date the sample was scheduled to be picked up, this will be on the detailed Survey Sample Plan.
- (vii) **Plan\_Code** – This is provided in the detailed Survey Sample Plan for each sample.
- (viii) **Comments** – Brief explanation of why the sample was missed. Any details that may affect re-scheduling must be included.
- (ix) **Action Requested** – Any changes to the original plan. This will be provided by the Project Authority, such as city, store type, product type, etc.

### 11.6 Ad hoc Report

The Offeror must submit preliminary versions of Reports of Analysis (RoA) in PDF format, when requested in writing by the Project Authority.

### 12. Language Requirements

All written and verbal communication between the Offeror and the Project Authority must be in English or French.

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## APPENDIX I TO ANNEX A

### METHODS AND CRITERIA

1. Depending on the specific food matrix, testing may be required by a cultural method, or the option may be present for a screening method to be used (with confirmation of all presumptive positive tests by the cultural method). Note that the option to use certain screening methods may be dependent on the food type being analyzed. For certain quantitative methods, testing may be required by a specific quantitative method, or there may be an option of using different methods. Reporting requirements of quantitative methods may also be dependent on the survey type.
2. Methods (depending on the matrix targeted by the specific sampling plan, target organisms may include the following: *Salmonella* spp., *E. coli* O157:H7/NM, *Listeria monocytogenes*, *Shigella* spp., Generic *E. coli*, coliforms, *Enterobacteriaceae*, *Bacillus cereus*, *Clostridium perfringens*, *Staphylococcus aureus*, *Aerobic colony count*, *pH*, *water activity*). Methods of analysis from the Compendium of Analytical Methods may be requested at the following link: <http://www.hc-sc.gc.ca/fn-an/res-rech/analy-meth/microbio/index-eng.php>. **Other methods may need to be purchased from other organizations (for instance, ISO, <http://www.iso.org/iso/home/store.htm>). The most recent version of the method must always be used. Due to copyright restrictions, the CFIA cannot provide copies of the ISO methods.**
3. Bacterial Isolates must be made available to CFIA upon request. Isolates are to be shipped to a CFIA or other government reference laboratory within 2 business days of a positive confirmation result. CFIA estimates that this could occur in approximately < 5% of the samples. This will require the Offeror's laboratory to have capability for shipping pathogens according to the requirements outlined in the *Transportation of Dangerous Goods Act*.
4. The remaining portions of samples that have been reported as positive for *E. coli* O157, *Salmonella* spp., or *Shigella* spp. must be made available to CFIA upon request. Samples are to be shipped to a CFIA reference laboratory within 2 business days of a positive confirmation of the pathogen. CFIA estimates that this could occur in approximately <1% of the samples. This will require the Offeror's laboratory to have capability for shipping pathogens according to the requirements outlined in the *Transportation of Dangerous Goods Act*.

#### **A. Salmonella**

Testing of samples will be done by the cultural method specified. In specified sampling plans there may be an option to use a screening method. If screening methods are permitted, all presumptive positives must be confirmed by the cultural method. Where there is an option to use a screening method, the use of the screening method is not mandatory.

The analytical unit (the portion of the sample that will be tested) will be 25 grams for each sample apart from whole fruits such as cantaloupes, papayas and mangoes.

For whole fruits such as mangoes, cantaloupes and papayas, the samples will be set up following these clarifications: Place entire fruit into a stomacher bag and add up to 1.5 times the weight of the fruit of buffered peptone broth. When the analysis is done on a larger fruit (~2 kg), a lesser volume of buffered peptone broth may be used provided there is sufficient volume to totally submerge the fruit. Mix for 30 seconds by manually rubbing the rind. Submerge and hold at room temperature for 30 minutes and again manually rub the rind.

Adjust pH of the fruit/broth mixture to 6.0 - 7.4. Add a weight to the outside of the stomacher bag to ensure that the fruit remains submerged and proceed with primary enrichment.

**Cultural Method (mandatory):**

MFHPB-20, "Methods for the Isolation and Identification of *Salmonella* from Foods", March 2009

All required steps of the method must be followed with the following clarifications:

- a) Serotyping with somatic polyvalent anti-sera (poly-O) will be the only serology required to be done.
- b) Step 6.5, Purification on MacConkey method, must be included before bio-chemical screening.
- c) Steps 6.2.3, Refrigeration of pre-enrichment and 6.3.3, Refrigeration of enrichment cultures, which are optional steps of the method, are not to be used.
- d) Isolates of *Salmonella* spp. and the remaining positive food sample must be provided to CFIA. It is estimated that approximately <1% of the samples will be found positive. The isolate and corresponding food sample must be sent to the CFIA within two (2) business days of confirmation.

**Optional Screening Methods that may be used for select sampling plans:**

MFLP-29, The Qualicon BAX® System Method for the Detection of *Salmonella* in a Variety of Food and Environmental Samples, September 2017.

All required steps of the method must be followed with the following clarification:

- a) Where there is an option to perform either secondary enrichment in RVS and TBG or re-growth in BHI, secondary enrichment in RVS and TBG broths is to be performed, i.e., transferred from primary enrichment broth (as specified) to RVS and Tetrathionate Brilliant Green (TBG) broths and incubated for 24 ± 2 h at 42.5°C. After incubation 2 ml from each of RVS and TBG are combined to one sample and proceed with step 7.4.1.4 of the method.

OR

MFLP-06, Detection of *Salmonella* spp. in foods using the 3M™ Molecular Detection System Test Kit, July 2013.

OR

MFLP-38, Detection of *Salmonella* spp. from all foods and selected surfaces using iQ-Check™ *Salmonella* Real-Time PCR Test Kit, August 2012.

OR

MFHPB-24, Detection of *Salmonella* spp. in Foods by the VIDAS SLM™ Method, September 2017.

OR

MFLP-49, Detection of *Salmonella* spp. in food products and environmental surfaces by the VIDAS® UP *Salmonella* (SPT) method, August 2014.

**B. E. coli O157:H7/NM**

Testing of samples will be done by the culture method specified. In specified sampling plans there will be an option to use a screening method (if screening methods are permitted, all presumptive positives must be

confirmed by the cultural method). Where there is an option to use a screening method, the use of the screening method is not mandatory.

Analytical unit (the portion of the sample that will be tested) will be 25 grams for each sample apart from whole fruits such as cantaloupes and papayas and mangoes.

For whole fruits such as mangoes, cantaloupes and papayas, the samples will be set up following these clarifications: Place entire fruit into a stomacher bag and 500mL of Modified Tryptic Soy Broth with Novobiocin (mTSB+n). Mix for 30 seconds by manually rubbing the rind. Submerge and hold at room temperature for 30 minutes and again manually rub the rind. Proceed with primary enrichment.

Cultural Method (mandatory):

MFHPB-10, Isolation of *Escherichia coli* O157:H7/NM in Foods and environmental surface samples, July 2017. All required steps of the method must be followed with the following clarifications:

- a) Step 6.4, primary enrichment is required in Modified Tryptic Soy Broth with Novobiocin (mTSB+n) only (it is not required to do a parallel enrichment in Enterohemorrhagic *E. coli* (EHEC) Enrichment Broth).
- b) Step 6.4.5, if screening is allowed and a presumptive positive result is obtained, immunomagnetic separation (IMS) and plating of the enriched broth that produced the presumptive positive result must proceed the same day that this presumptive positive result was obtained. If a screening method is not used, IMS and plating of the enriched broth must proceed on the same day that the incubation period is completed.
- c) Step 6.8.6, where options are outlined for final confirmation of verotoxins from an isolate that is determined to be a typical *E. coli* O157, one of the following methods may be used:
  - i. Verotoxigenic (VT) toxin test by MFLP-83. Detection of Verotoxins VT1 and VT2 from *Escherichia coli* O157:H7/NM by the Merck Duopath® Verotoxin Kit, January 2015
  - ii. Verotoxigenic (VT) toxin test by MFLP-02, Detection of Shiga toxins of Shiga toxin-producing *Escherichia coli* (STEC) by the Pro-Lab Prolisa™ STEC Enzyme Immunoassay Kit, July 2016
  - iii. Verotoxigenic (VT) toxin test by MFLP-62, Determination of Verotoxin genes in Verotoxigenic *Escherichia coli* isolates, November 2015
  - iv. Verotoxigenic (VT) toxin test by MFLP-86. Identification of vt1 and vt2 genes from Verotoxigenic *Escherichia coli* by Polymerase Chain Reaction, November 2014
- d) Isolates of *E. coli* O157 that are verotoxin positive, and the remaining positive food sample, must be provided to CFIA. It is estimated that approximately 1 % of the samples will be found positive. The isolate and corresponding food sample must be sent to the CFIA within 2 business days of confirmation.
- e) Isolates of *E. coli* O157 that are toxin negative must be reported as *E. coli* O157 Non-toxin producer and must be provided to CFIA upon request. If requested, the isolates must be sent to the CFIA within 2 business days of confirmation.

Optional Screening Method that may be used for select foods:

MFLP-30, Detection of *Escherichia coli* O157:H7 in select foods using the BAX® System *E. coli* O157:H7 MP, November 2012.

**C. *Listeria monocytogenes***

Testing of samples will be done by the culture method specified. In specified sampling plans there will be an option to use a screening method (If screening methods are permitted, all presumptive positives must be

confirmed by the cultural method). Where there is an option to use a screening method, the use of the screening method is not mandatory.

Analytical unit (the portion of the sample that will be tested) will be 25 grams for each sample.

Cultural Method (mandatory):

MFHPB-30, Isolation of *Listeria monocytogenes* and other *Listeria* spp. from foods and environmental samples, February 2011. All required steps of the method must be followed with the following clarifications:

- a) MFHPB-30, Section 5, Step 4 gives various options for plating media for a second selective agar (in addition to Oxford). It is required for this testing, that a chromogenic agar be used as the second selective agar.
- b) Section 6.9, Interpretation of Results for Speciation, confirmation of *Listeria monocytogenes* (and not other *Listeria* spp.) is required.
- c) Section 7.1, only *Listeria monocytogenes* is to be reported.
- d) All samples that are confirmed positive for *Listeria monocytogenes* by MFHPB-30, must be enumerated by MFLP-74 (Enumeration of *Listeria monocytogenes* in foods, February 2011). Analysis by MFLP-74 must be commenced as soon as suspect *Listeria monocytogenes* colonies are observed on selective agar plates.
- e) pH and water activity must be determined for all samples that are confirmed positive for *Listeria monocytogenes* by MFHPB-30. Analysis for pH by MFHPB-03 (Determination of the pH of foods including foods in hermetically sealed containers, July 2014) and water activity by MFLP-66 (Determination of water activity using the Decagon Aqualab, August 2014) must be commenced as soon as suspect *Listeria monocytogenes* colonies are observed on selective agar plates.
- f) Isolates of *Listeria monocytogenes* must be provided to CFIA. It is estimated that approximately 1 to 2% of the samples will be found positive. The isolate must be sent to the CFIA within two (2) business days of confirmation.

Optional Screening Methods that may be used for select foods

Dairy only:

MFLP-77, Detection of *Listeria monocytogenes* and other *Listeria* spp. in food products and environmental samples by the VIDAS® *Listeria* species Xpress (LSX) method, October 2012. All required steps of the method must be followed with the following clarifications.

- a) Follow all steps in the method that are applicable for the commodity being analysed.

All commodities except Dairy:

MFLP-28, The Qualicon Bax® System Method for the Detection of *Listeria monocytogenes* in a Variety of Food, November 2011. All required steps of the method must be followed with the following clarifications.

- b) Follow all steps in the method that are applicable for the commodity being analysed.

**D. *Shigella* spp.**

Testing of samples will be done by the culture method specified. In specified sampling plans there will be an option to use a screening method (if screening methods are permitted, all presumptive positives must be

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confirmed by the cultural method). Where there is an option to use a screening method, the use of the screening method is not mandatory.

Analytical unit (the portion of the sample that will be tested) will be 25 grams for each sample apart from whole fruits such as mangoes, cantaloupes and papayas.

For whole fruits such as mangoes, cantaloupes and papayas, the samples will be set up following these clarifications: Place entire fruit into a stomacher bag and add 500mL of Shigella broth containing 0.5 µg of novobiocin/mL. Mix for 30 seconds by manually rubbing the rind. Submerge and hold at room temperature for 30 minutes and again manually rub the rind. Adjust the pH, if necessary, to 7.0 ± 0.2 with sterile 1N NaOH or 1N HCl. Proceed with primary enrichment.

Cultural method (mandatory):

MFLP-25, Isolation and Identification of *Shigella* spp. from Foods, March 2006. All required steps of the method must be followed with the following clarifications.

- a) Step 7.5.1, Rainbow agar will be added to selective media plated.
- b) Step 7.7, Serological Identification is not required.
- c) Isolates of *Shigella* and the remaining positive food sample must be provided to CFIA. It is estimated that less than 0.5% of the samples will be found positive. The isolate and corresponding food sample must be sent to the CFIA within two (2) business days of confirmation.

Optional Screening method that may be used for select foods:

MFLP-26, Detection of *Shigella* spp. in Foods by the Polymerase Chain Reaction (PCR), February 2006.

**E. Enterobacteriaceae**

Testing of samples will be by the detection procedure and / or quantitative method specified.

Depending on the requirements of the sampling plan, counts may be reported at low or high levels.

For low level reporting:

Detection and enumeration method

ISO 21528-1:2017, Microbiology of the food chain — Horizontal method for the detection and enumeration of Enterobacteriaceae — Part 1: Detection of Enterobacteriaceae

Perform testing such that all counts between 0.3 MPN/g and 110 MPN/g may be reported if requested

All required steps of the method must be followed with the following clarifications:

- a) One analytical unit consisting of 10 g is to be tested by the Detection procedure, and (if applicable) a second 10g analytical unit is to be tested by the MPN procedure.
- b) Where there is an option to use 37 or 30 degrees C, 37 degrees C is to be used.
- c) Follow the Detection procedure as described starting in section 4.1 and 9.2. The MPN procedure is not required if Enterobacteriaceae are not detected by the detection procedure.



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- d) If samples are positive for Enterobacteriaceae by the detection procedure, samples must also be enumerated by the MPN technique described in Annex A of the method.
  - e) Calculate the most probable number from the number of positive tubes at each dilution. See ISO 7218:2007/Amd.1:2013..

For high level reporting:

#### Quantitative method

ISO 21528-2:2017 Microbiology of the food chain - Horizontal method for the detection and enumeration of Enterobacteriaceae - Part 2: Colony-count technique.

Perform testing such that all counts greater than or equal to 100 CFU/g may be reported if requested.

All required steps of the method must be followed with the following clarifications:

- a) One analytical unit consisting of 10 g is to be tested by the direct plating procedure.
- b) Where there is an option to use 37 or 30 degrees C, 37 degrees C is to be used.
- c) Calculate the number of Enterobacteriaceae per gram of test sample from the number of confirmed typical colonies per dish. See ISO 7218:2007/Amd.1:2013.

#### **F. Generic *E. coli* and/or Coliforms**

Testing of samples will be by one of the specified quantitative methods specified.

#### Quantitative Method (Mandatory):

MFHPB-19, Determination of Coliforms, Faecal Coliforms and of *E. coli* in Foods, April 2002. All required steps of the method must be followed with the following clarifications:

- a) One analytical unit consisting of 10 g is to be tested.
- b) Depending on the requirements of the sampling plan, counts may be reported at low or high levels.
  - i) For low level reporting: Perform testing such that all *E. coli* and/or coliform counts greater than or equal to 1.8 MPN/g may be reported if requested
  - ii) For high level reporting: Perform testing such that all *E. coli* and/or coliform counts greater than or equal to 100 MPN/g may be reported if requested.
- c) It is estimated that 3 to 5% of the samples will have reportable counts of generic *E. coli*. Isolates of generic *E. coli* (up to two isolates per sample) must be provided to the CFIA or other government reference laboratory upon request. The isolates must be sent to the CFIA or other government laboratory within two (2) business days of the request.

#### Optional Quantitative method that may be used for select foods:

MFHPB-34, Enumeration of *E. coli* and Coliforms in Food Products and Food Ingredients using 3M™ Petrifilm™ *E. coli* Count Plates, July 2016.

- 1) For the analysis of commodities where the use of MFHPB-34 is permitted proceed as follows:

- 
- a) One analytical unit consisting of 10 g is to be tested.
  - b) Perform testing such that all *E. coli* and/or coliform counts greater than or equal to 10 cfu/g may be reported is requested
  - c) It is estimated that 3 to 5% of the samples will have reportable counts of generic *E. coli*. Isolates of generic *E. coli* (up to two isolates per sample) must be provided to the CFIA or other government reference laboratory upon request. The isolates must be sent to the CFIA or other government laboratory within two (2) business days of the request.

### **G. Staphylococcus aureus**

Testing of samples will be by one of the specified methods listed.

Quantitative Method:

MFLP-21, Enumeration of *Staphylococcus aureus* in foods and environmental samples using 3M™ Petrifilm™ *Staph* Express Count (STX) Plates, July 2004.

- a) Analytical unit (the portion of the sample that will be tested) will be 10 grams for each sample.
- b) Perform testing such that all counts greater than or equal to 25 cfu/g may be reported is requested

OR

Quantitative Method:

MFHPB-21, Enumeration of *Staphylococcus aureus* in foods, September 2005.

- a) Analytical unit (the portion of the sample that will be tested) will be 10 grams for each sample.
- b) Perform testing such that all counts greater than or equal to 25 cfu/g may be reported if requested

### **H. Bacillus cereus**

Testing of samples will be by the quantitative method specified.

Quantitative method

MFLP-42. Isolation and Enumeration of *Bacillus cereus* in Foods, May 2011.

- a) One analytical unit consisting of 10 g is to be tested.
- b) Perform testing such that all counts greater than or equal to 100 cfu/g may be reported if requested.

### **I. Clostridium perfringens**

Testing of samples will be by the quantitative method specified.

Quantitative method

MFHPB-23. Enumeration of *Clostridium perfringens* in Foods, June 2015.

- a) One analytical unit consisting of 10 g is to be tested.

- b) Perform testing such that all counts greater than or equal to 100 cfu/g may be reported if requested.

### **J. Aerobic Colony Count**

Testing of samples will be by one of the specified methods listed.

Quantitative Method:

MFHPB-18, Determination of the Aerobic Colony Counts in Foods, July 2015

- a) Analytical unit (the portion of the sample that will be tested) will be 10 grams (or mL) for each sample.
- b) Perform testing such that all counts greater than or equal to 100 cfu/g or /mL may be reported if requested

OR

Quantitative Method:

MFHPB-33, Enumeration of Total Aerobic Bacteria in Food Products and Food Ingredients  
Using 3M™ Petrifilm™ Aerobic Count Plates, April 2015

- a) Analytical unit (the portion of the sample that will be tested) will be 10 grams (or mL) for each sample.
- b) Perform testing such that all counts greater than or equal to 100 cfu/g or /mL may be reported if requested.

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## APPENDIX II TO ANNEX A

### GENERAL SAMPLING GUIDELINES

#### 1. Objective

Microbiological Targeted Surveys are designed to gather baseline information on the occurrence of targeted bacteria, viruses and parasites in a variety of selected foods, which are either imported or domestically produced/manufactured. All samples are to be collected at the retail level.

#### 2. General Guidelines

##### 2.1 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, health food stores or nutrition houses.

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

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

Additional information can be found at:

- Agri-Foods Canada: [www.agr.gc.ca](http://www.agr.gc.ca)
- Organic Trade Association: [www.ota.com](http://www.ota.com)
- Canadian Organic Growers: [www.cog.ca](http://www.cog.ca)

##### 2.2 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 laboratory to perform all analytical tests), unless otherwise noted in the specific sample collection guidelines.
- If a single consumer package is less than 250 g, then collect multiple packages of the same product from the same lot at the same location on the same day.
- Select packages with intact tamper-proof seals (note: if there is no tamper-proof seal, please record this on the sample submission form).
- **Do not** open the package.

###### Produce that is not pre-packaged:

- Place one sample unit per plastic produce 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.
- Multiple samples from the same product more than once at the same location for the same survey
  - within the same week for fresh produce, meat and milk,

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066ss

N° CCC / CCC No./ N° VME - FMS

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- within the same month for frozen fruits, frozen dairy products, refrigerated dips, sauces, salad, and cheese)
  - within three months for dried products (i.e., dried herbs, tea, seed powder, protein powder)

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## APPENDIX III TO ANNEX A

### REQUIREMENT FOR SAMPLE PHOTOS

The Offeror must take at least 2 digital photos of every sample and forward them to the Project Authority before the sample is to proceed for analysis. Additional sample photo(s) will be requested when details of the sample are not captured. The Offeror must provide photos between 1600 X 1200 ppi and maximum 2592 X 1944 ppi. Samples associated with any blurry photos or photos not meeting the minimum resolution size will be automatically rejected.

CFIA will use the photos to verify that all of the information entered in the SSF and the monthly report is accurate, therefore the Offeror must ensure all information entered into the SSF and reports is visible and verifiable, if present on the packaging, in the digital photos. If the product information is not verifiable using the digital photos, the sample will be rejected, and the charges associated with this sample will not be accepted.

- 1 or more photos must be able to show the entire sample, including the packaging;
- 1 or more photos must be able to show the sample number and Plan code (marked or labeled by the sampler) along with the sample package.
- 1 or more photos must be able to show clearly the product information printed on the product, i.e. Brand, lot number, expiry date, ingredient, and etc.
- 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. B2014ABCD12345\_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 multiple pictures to capture all sides (Front, Back, Left, Right, Top, Bottom and entire box)
- Submitted sample photos are somewhat expected to be similar to the examples provided below. The quality of the photos must be high enough to view any required information once zoomed in.
- Sticker, tape, or any other marking object must not block the prints on original package.

See below as an example of these photos.

Photo #1: C2013ABCD01234\_B

Photo #2: C2013ABCD01234\_F1

Photo #3: C2013ABCD01234\_F2

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 066ss  
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Photo #1 C2013ABCD01234\_B

Photo #2: C2012ABCD01234\_F1

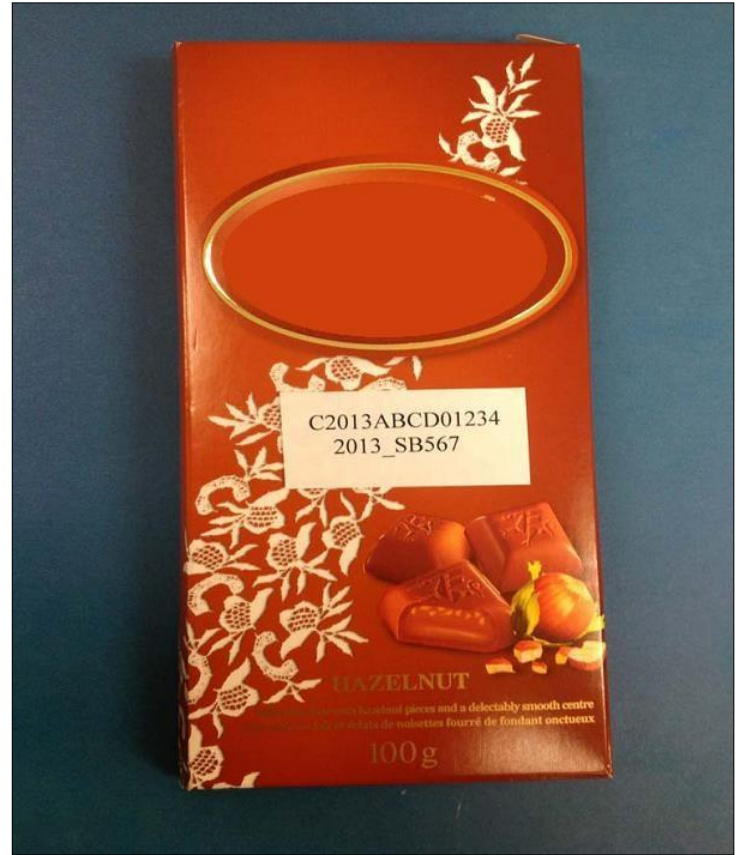


Photo #3 C2013ABCD01234\_F2



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## APPENDIX IV TO ANNEX A

### SAMPLE STORAGE AND SHIPPING CRITERIA

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

1. All samples must arrive and be tested (including re-test and confirmation test) before the expiry or best before date on the product.
2. Samples that are perishable must be sent by same day or overnight courier.
3. If possible, samples taken in the same area as the destination laboratory may be delivered to the laboratory on the same day.
4. Samples that are shelf stable must be sent by ground unless noted otherwise.
5. Samples exceeding the maximum arrival temperature or if the integrity of the sample or its packaging has been compromised, must be re-sampled by the Offeror.

Storage and transportation of the laboratory samples must be carried out under conditions that preserve the sample integrity. The Offeror must follow the instructions described below:

1. Deliver samples to the laboratory within two (2) weeks for non-perishable samples.
2. For perishable samples, cool samples rapidly at a temperature between 0 and 5° Celsius prior to shipping. If perishable samples are not shipped immediately, they must be stored in a refrigerator. DO NOT freeze refrigerated products.
3. Perishable samples must be shipped within 24h of sampling unless alternative shipment arrangements are agreed to in writing by the Project Authority
4. Perishable samples must be transported with suitable refrigerant capable of maintaining the samples at a temperature specified in point 11 below
5. Refrigerated samples must be transported in insulated shipping containers of rigid construction so that they will arrive at the laboratory in good condition.
6. If frozen samples are not shipped immediately, they must be stored in a freezer.
7. Frozen products must be placed in a container with 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.
8. The size of the shipping container should be sufficient to hold the samples.
9. Shipping containers, refrigerant and packing materials are to be clean, dry and sanitary.
10. Samples should be packed tightly to prevent shifting within the shipping container but not too tightly as to compress or damage the samples during transport. Use scrunched up newspaper, shredded paper, Styrofoam nuggets, or other suitable material.
11. 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 Project 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 to Canada.



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## APPENDIX V TO ANNEX A

### **Sample Submission Form**

#### **Submission Form Documents**

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

- ✓ 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

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066ss  
N° CCC / CCC No./ N° VME - FMS

## SAMPLE SUBMISSION FORM

 <b>Canadian Food Inspection Agency</b> / Agence canadienne d'inspection des aliments		Date Received / Date de réception	
<b>2017-2018 Targeted Surveys</b>			
Function / Fonction: <b>Domestic</b>			
		Received By / Reçu par	
Date Sampled / Date d'échantillonnage: <b>2017-11-15</b>		Inspection Sample No. (pls enter the full ID):	
		<b>C2013ABCD01234</b>	
Laboratory / Laboratoire: <b>0</b>			
Sampling Plan / Plan d'échantillonnage: <b>2013_SB567</b>			
Sampled At / Échantillonné à: <b>Anystore</b>		Business Address / Adresse commerciale: <b>12345 Anystreet, Ottawa, ON</b>	
Country of Origin / Pays d'origine: <b>Canada</b>			
Manufactured By: <b>Anycompany</b>		Business Address / Adresse commerciale: <b>1234 ThisStreet, Toronto, ON</b>	
Business Name / nom commercial: <b>Anycompany</b>			
Submitter Name / Nom de l'envoyeur: <b>JOHN SMITH</b>		Submitter Office / Bureau de l'envoyeur: <b>0 Ottawa</b>	
Phone Number / no de téléphone: <b>0</b>			
Comments / Commentaires: <b>N/A</b>			
Organic / biologique: <b>No</b>		Certification Body: <b>N/A</b>	
		Other Certification Body: <b>N/A</b>	
Sample Description / Description de l'échantillon: <b>Milk Chocolate with Hazelnut Pieces</b>			
			
Best Before Date / Meilleur: <b>JAN 1, 2018</b>		Lot #: <b>L1234</b>	
		UPC #: <b>01234567890</b>	
Product Type / type de produit: <b>Chocolate Products</b>		Process / Processus: 	
			
Brand Name / marque: <b>Allbrand</b>			
Unit Size / Taille de l'unité: <b>100</b>		Unit of Measure / Unité de: <b>g</b>	
		No. of Units / Nbre d'unités: <b>1</b>	
		Total Sample size: <b>100 g</b>	
Total Weight / Poids total*: <b>0.100</b>		kg	
Storage / Entreposage: <b>ROOM TEMPERATURE</b>		Container Type / Type d'emballage: <b>CARBOARD BOX</b>	

\* density for fluid measures is approximated at 1g/mL

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## APPENDIX VI TO ANNEX A

### SHIPPING OF BACTERIAL ISOLATES AND REMAINING PORTIONS OF SAMPLES

#### 1.0 Procedures for Shipping Isolates and Remaining Portions of Samples

##### 1.1 Purpose:

The following procedures provide instructions on the process for shipping bacterial isolates or the remaining portions of samples to a CFIA laboratory.

##### 1.1.1 Responsibility:

1. It is the responsibility of the Offeror's laboratory to immediately inform the CFIA Project Authority of actionable results.
2. It is the responsibility of the Offeror's laboratory to have capability for shipping pathogens according to the requirements outlined in the *Transportation of Dangerous Goods Act*.
3. It is the responsibility of the Offeror's laboratory to ship isolates or remaining portions of samples within 2 business days of a positive confirmation of the pathogen if requested to do so.
4. It is the responsibility of the CFIA to provide guidance and direction on where to ship bacterial isolates or remaining portions of samples recovered under the Targeted Surveys.
5. It is the responsibility of the Offeror's laboratory to invoice the CFIA for the direct costs of the shipment of isolates or remaining portions of positive samples.

#### 1.2 Procedures:

##### 1.2.1 Detection of a Pathogen (E.coli O157, Salmonella spp., L.monocytogenes, Shigella spp.):

- i) In the event a pathogen is detected in a sample taken under the targeted survey(s), the CFIA Project Authority must be notified at the FSAPsamples email account ([FSAPsamples@inspection.gc.ca](mailto:FSAPsamples@inspection.gc.ca)) within 2 hours of the sample confirmed as positive.
- ii) Upon reception of the actionable result, the CFIA Project Authority will contact the testing laboratory to obtain a written response to the following questions;
  - Was the same pathogen detected in a different environmental or product sample tested at approximately the same time as the actionable sample?
  - Did all controls perform appropriately at the time of analysis (negative was negative, positive was positive)?
  - Do you have any recent environmental monitoring results of the lab environment and were any of these results positive for the pathogen?
  - Are all QA records in order for this analysis?
  - Are the positive results in any way distinguishable from the positive controls? (e.g., through biochemicals, serology, special characteristics, etc?)

- Do you wish to have any other confirmation tests performed (such as serology and / or PFGE) on these isolates before reporting these as confirmed positives, or do you stand on these results?
- iii) It is recommended that the laboratory prepares isolate(s) for shipping as soon as possible.

**1.2.2 For samples reported positive for *L.monocytogenes*, *Salmonella* spp., *E.coli* O157 and *Shigella* spp. ONE isolate is to be prepared for shipment to the CFIA's PFGE Centre in Ottawa as per the following procedure;**

- i) Complete the PFGE requisition form (Non-CFIA PFGE Isolate Submission Form) by double clicking on the embedded object to open a PDF of the form. Note to check off "high" as the sample priority and affix the completed form with the shipment.
- ii) Ship the isolate using the appropriate TDG class for the organism, to the following address;  
  
Canadian Food Inspection Agency  
Ottawa Laboratory Fallowfield - PFGE Centre  
3851 Fallowfield Road  
Ottawa, Ontario, K2J 4S1  
Phone: (343) 212-0416
- iii) Shipping fees are to be invoiced to the CFIA as per Annex B, Basis of Payment section 3 "Other direct charges: shipping at actual cost with no mark-up".
- iv) Once the isolate has been shipped, e-mail the shipment tracking number to the CFIA FSAP samples e-mail account.

**1.3 Shipping remaining portions of samples as requested by the CFIA**

- (i) The CFIA Project Authority may request that the remaining portions of positive samples are shipped to a CFIA Laboratory for additional analyses as per the following procedure;
- (ii) The CFIA Project Authority will identify and inform the Offeror's laboratory of the positive samples that are required to be shipped.
- (iii) The CFIA Project Authority will identify and provide the address of the CFIA Laboratory to send the samples to and the date by which the samples are to be shipped.
- (iv) Ship the remaining sample portions using the appropriate TDG class to the directed Laboratory.
- (v) Shipping fees are to be invoiced to the CFIA as per Annex B, Basis of Payment section 3 "Other direct charges: shipping at actual cost with no mark-up".

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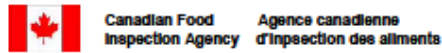
**(vi)** Once the sample has been shipped, e-mail the shipment tracking number to the CFIA FSAP samples e-mail account.

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## 1.4 PFGE Isolate Submission Form



### Pulsed Field Gel Electrophoresis Centre Isolate Submission Form for non CFIA Laboratories

Submitter Information :			
Contact Person :		Facility Name:	
R.R. or Street:			
City / Ville:		Province:	Postal Code:
		Telephone No.:	
Submission Date:	Date Shipped:	Comments:	
Sample Information:			
Sample Identification for private/provincial lab isolates:			<b>Source Type:</b> <input type="checkbox"/> Eggs <input type="checkbox"/> Dairy <input type="checkbox"/> Fresh Fruit/Veg <input type="checkbox"/> Processed Fruit/Veg <input type="checkbox"/> Fish <input type="checkbox"/> RTE fish <input type="checkbox"/> RTE meat <input type="checkbox"/> Environmental <input type="checkbox"/> Ground beef/trim <input type="checkbox"/> Imported & manufactured foods <input type="checkbox"/> Other _____
Isolate ID	Isolation Date	Additional info (description, etc.)	
PFGE Protocol Requested:		Sample Priority:	
<input type="checkbox"/> E. coli 0157 <input type="checkbox"/> Salmonella <input type="checkbox"/> Shigella <input type="checkbox"/> Listeria <input type="checkbox"/> Other _____		<input type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Routine	
Comments:			
Submitter Confirmation:			
Please Print Name of Submitter _____			
Signature of Submitter _____		Date of Signature _____	
PFGE Testing Laboratory Information (to be completed by PFGE Centre):			
Isolate Condition:		Laboratory No.: _____	
<input type="checkbox"/> Mislabeled/Unlabelled <input type="checkbox"/> Broken <input type="checkbox"/> Missing <input type="checkbox"/> Unfit		Received By: _____ Date Sample Arrived In Laboratory: _____	

RDIMS #3305643

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## APPENDIX VII TO ANNEX A

### SAMPLE PRODUCT TIERS

These products are provided as examples only for planning purposes. They must 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 Project Authority. The Tier will be identified on the detailed Survey Sample Plan.

#### **Regular Tier:**

##### **Fresh Herbs (Organic and 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
- Papaya
- Durian

##### **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

##### **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
- Macadamia Nuts
- Pine Nuts

**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**

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

- Milk
- Milk Powder
- Yogurt
- Ice Cream
- Cream
- Cheese (Brick, Shredded, Sliced, Processed)

**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 (including 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
- Crackers
- Popcorn
- Chocolate Bars
- Cakes
- Tarts
- Pies

**Cooking and Baking Ingredients:**

Including, for example:

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

**Seeds, Grains and Related Products**

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.
- 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

### **Processed Products not listed elsewhere**

Including, for example:

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

### **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**

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 the Standing Offer, be classified as if the product contains no ancient or specialty grain ingredients.*

### **Gluten Alternative Flours**

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

- Arrowroot flours and products
- Coconut flours
- Guar Gum

### **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 the Standing Offer be classified as if the product contains no sprouted ingredients.)*

### **Alcoholic Beverages**

Including, for example:

- Wine
- Beer
- Coolers
- Spirits

### **Fish and Seafood**

Including, for example, fresh or frozen:

- All Finfish, excluding Halibut, sturgeon and Sablefish (Black Cod)
- All Shellfish and Mollusks, excluding Lobster
- Salted Cod
- Smoked fish and seafood, fresh or frozen

### **Products not listed elsewhere:**

Including, for example:

- Seaweed Products
- Protein Liquid (excluding Protein Powder)
- Meal Replacements (excluding infant formula)
- Infant Cereal

### **Premium Tier:**

#### **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 the Standing Offer be classified as regular tier, sprouted seed powder.*

#### **Fish and Seafood**

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

#### **Edible Insects**

Including, for example:

- Ground insects
- Whole insects
- Products of edible insects

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**APPENDIX VIII TO ANNEX A**

**EXAMPLE SAMPLE PLAN AND REPORTS**

**Sample Plan:**

SAMPLE NUMBER	REGION	City	PickupProv	DATEPlanned	PLAN_CODE	Description	PRODUCTTYPE	OTHER SAMPLING DETAILS	COMMODITY	STORE_TYPE	MPL SIZE (g or ml)	DOMESTIC OR IMPORT	ORIGIN	Destination Lab	PickUpContractor	Tier	SmpCat
B2016HCCG01501	ATLANTIC	HALIFAX	NS	11-Apr-16	2016_SB3020	Powdered Infant Formula			DRY		250G	DOMESTIC OR IMPORT		XXXXX	XXXXXX	3	BACTERIOLOGY
B2016HCCG01502	ATLANTIC	HALIFAX	NS	25-Apr-16	2016_SB3020	Powdered Infant Formula			DRY		250G	DOMESTIC OR IMPORT		XXXXX	XXXXXX	3	BACTERIOLOGY
B2016HCDM00001	ATLANTIC	HALIFAX	NS	25-Apr-16	2016_SB3015	Imported raw/unpasteurized milk cheese			DAIRY		250G	IMPORT		XXXXX	XXXXXX	2	BACTERIOLOGY
B2016HCDM00002	ATLANTIC	HALIFAX	NS	11-Apr-16	2016_SB3015	Imported raw/unpasteurized milk cheese			DAIRY		250G	IMPORT		XXXXX	XXXXXX	2	BACTERIOLOGY
B2016HCDM00601	ATLANTIC	HALIFAX	NS	18-Apr-16	2016_SB3018	RAW GROUND BEEF			MEAT		250G	DOMESTIC OR IMPORT		XXXXX	XXXXXX	1	BACTERIOLOGY
B2016HCDM00602	ATLANTIC	HALIFAX	NS	04-Apr-16	2016_SB3018	RAW GROUND BEEF			MEAT		250G	DOMESTIC OR IMPORT		XXXXX	XXXXXX	1	BACTERIOLOGY
B2016HCDM01201	ATLANTIC	HALIFAX	NS	04-Apr-16	2016_SB3012	Dried sprouted seeds (whole or powder form)			DRY		250G	DOMESTIC OR IMPORT		XXXXX	XXXXXX	2	BACTERIOLOGY
B2016HCDM01202	ATLANTIC	HALIFAX	NS	18-Apr-16	2016_SB3012	Dried sprouted seeds (whole or powder form)			DRY		250G	DOMESTIC OR IMPORT		XXXXX	XXXXXX	2	BACTERIOLOGY

**Monthly Sample Collection Report (Report #1):**

SAMPLE NUMBER	REGION	City	PickupProv	PLAN_CODE	Description	OTHER SAMPLING DETAILS	COMMODITY	STORE_TYPE	SAMPLE SIZE (g or ml)	Designation on Lab	PickUp Contractor	Date Sample (yyyy-mm-dd)	Purchase At (Store name)	Purchase At Address	Brand Name	Sample Description on Brief description, e.g., romaine lettuce)	PRODUCT TYPE	ERISHABL	Storage Condition	NoUnit	Sample Size	Sample Size Unit	Total Sample Size	Container Ty	Organic	Cert.Body	Other Certification Body	Submitter Comment	Country/Origin	Domestic/Import	UPC Number	Lot Number	Best Before Date	Reported Pa	Grower / Importer Name	Importer	Name of Sampler (First and last name)	Track No	Shipped / Drop off Date (yyyy-mm-dd)			
2016FSORC00003	WEST	CALGARY	AB	2016_F5540R	Bakery Products for Undeclared Allergens	Bread/Baguettes (all types)	IMFD	Local/Regional	500g	CFIA BURNABY FOOD LABORATORY	XXXX																															
2016FSORC00063	WEST	CALGARY	AB	2016_F5540R	Bakery Products for Undeclared Allergens	Buns/Rolls (all types)	IMFD	National Chain	500g	CFIA BURNABY FOOD LABORATORY	XXXX																															
2016FSORC01021	WEST	CALGARY	AB	2016_F611R	Fresh Cut Fruit and Fruit Salads for Sulfites	Mixed Fruit/Fresh Cut Fruit Salad	Fresh	National Chain	500g	CFIA BURNABY FOOD LABORATORY	XXXX																															
2016FSORC01051	WEST	CALGARY	AB	2016_F611R	Fresh Cut Fruit and Fruit Salads for Sulfites	Mixed Fruit/Fresh Cut Fruit Salad	Fresh	National Chain	500g	CFIA BURNABY FOOD LABORATORY	XXXX																															
2016FSORC01061	WEST	CALGARY	AB	2016_F611R	Fresh Cut Fruit and Fruit Salads for Sulfites	Mixed Fruit/Fresh Cut Fruit Salad	Fresh	National Chain	500g	CFIA BURNABY FOOD LABORATORY	XXXX																															



**APPENDIX IX TO ANNEX A**  
**EXAMPLE YEAR 1 SURVEY SAMPLE PLAN**

**Methods of analysis for Proposed Sample Plans.**

**\*Please refer to Appendix I for a detailed list of methods and criteria including clarifications.**

**\*\* The use of the specified screening method is optional for these organisms if indicated for a particular sample plan. If the screening method is used, all presumptive positive tests must be confirmed using the cultural method specified.**

**Surveys are grouped based on requirement for the same Methods of Analysis**

**Table 1**

Survey	Perishable / Non-Perishable 1	Methods of Analysis*										
		Enterobacteria ceae	Coliforms	Generic E. coli	E. coli O157:H7**	Salmonella**	Shigella**	Listeria mono**	C. per-fringens	B. cereus	Staph aureus	Aerobic colony count
Bacterial Pathogens in produce	Perishable			MFHPB-19 Report all counts greater than or equal to 100 MPN/g	MFLP-30 and/or MFHPB-10 (MFLP-83 or MFLP-02 or MFLP-62 or MFLP-86 as required)	MFLP-29 OR MFLP-06 OR MFLP-38 OR MFHPB-24 and/or MFHPB-20		MFLP-28 and/ or MFHPB-30  (MFLP-74, MFLP-66 and MFHPB-03 on positives only)				
Bacterial pathogens in frozen produce	Perishable			MFHPB-19 Report all counts greater than or equal to 100 MPN/g	MFLP-30 and/or MFHPB-10 (MFLP-83 or MFLP-02 or MFLP-62 or MFLP-86 as required)	MFLP-29 OR MFLP-06 OR MFLP-38 OR MFHPB-24 and/or MFHPB-20		MFLP-28 and/ or MFHPB-30  (MFLP-74, MFLP-66 and MFHPB-03 on positives on)				MFHPB-18 Or MFHPB-33  Report at counts greater than 10,000 CFU/g

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Survey	Perishable / Non-Perishable 1	Methods of Analysis*										
		Enterobacteria ceae	Coliforms	Generic E. coli	E. coli O157:H7**	Salmonella**	Shigella**	Listeria mono**	C. per-fringens	B. cereus	Staph aureus	Aerobic colony count
Bacterial pathogens in ready to eat foods	Perishable			MFHPB-19 OR MFHPB-34  Report all counts greater than or equal to 10 (poultry samples) or 100 (all other samples) MPN or CFU/g		MFLP-29 OR MFLP-06 OR MFLP-38 OR MFHPB-24  and/or MFHPB-20		MFLP-77 for all dairy samples  and/or MFLP-28 (for samples apart from dairy)  and/ or MFHPB-30  (MFLP-74, MFLP-66 and MFHPB-03 on positives only)			MFLP-21  OR MFHPB-21  Report all counts greater than or equal to 100 cfu/g	
Bacterial Pathogens in spices	Non-perishable			MFHPB-19  Report all counts greater than or equal to 100 MPN/g		MFLP-29 OR MFLP-06 OR MFLP-38 OR MFHPB-24  and/or MFHPB-20			MFHPB- 23  Report all counts greater than or equal to 10,000 CFU/g	MFLP-42  Report all counts greater than or equal to 10,000 CFU/g	MFLP-21  OR MFHPB-21  Report all counts greater than or equal to 100 cfu/g	
Bacterial pathogens in Dried products	Non-Perishable			MFHPB-19  Report all counts greater than or equal to 100 MPN/g	MFHPB-10  (MFLP-83 or MFLP-02 or MFLP-62 or MFLP-86 as required)	MFHPB-20			MFHPB- 23  Report all counts greater than or equal to 100 CFU/g	MFLP-42  Report all counts greater than or equal to 100 CFU/g	MFLP-21  OR MFHPB-21  Report all counts greater than or equal to 100 cfu/g	
Bacterial pathogens in fermented beverages	Perishable			MFHPB-19  Report all counts greater than or equal to 100 MPN or CFU/g	MFHPB-10  (MFLP-83 or MFLP-02 or MFLP-62 or MFLP-86 as required)	MFLP-29 OR MFLP-06 OR MFLP-38 OR MFHPB-24  and/or MFHPB-20				MFLP-42  Report all counts greater than or equal to 100 CFU/g	MFLP-21  OR MFHPB-21  Report all counts greater than or equal to 100 cfu/g	



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Survey	Perishable / Non-Perishable <sup>1</sup>	Methods of Analysis*										
		Enterobacteria ceae	Coliforms	Generic E. coli	E. coli O157:H7**	Salmonella**	Shigella**	Listeria mono**	C. per-fringens	B. cereus	Staph aureus	Aerobic colony count
Bacterial pathogens in non-fermented beverages	Perishable			MFHPB-19  Report all counts greater than or equal to 100 MPN/g	MFHPB-10  (MFLP-83 or MFLP-02 or MFLP-62 or MFLP-86 as required)	MFLP-29 OR MFLP-06 OR MFLP-38 OR MFHPB-24  and/or MFHPB-20						MFHPB-18  OR MFHPB-33  Report all counts greater than 100 cfu/g or mL
Bacteria Pathogens in ice cream and milk	Perishable							MFLP-77  and/ or MFHPB-30  (MFLP-74, MFLP-66 and MFHPB-03 on positives only)				MFHPB-18  OR MFHPB-33  Report all counts greater than 10,000 cfu/g or mL
Bacterial pathogens in raw meat				MFHPB-19 OR MFHPB-34  Report all counts greater than or equal to 100 MPN or CFU/g	MFLP-30 and/or MFHPB-10  (MFLP-83 or MFLP-02 or MFLP-62 or MFLP-86 as required)							

<sup>1</sup> Perishable products must be set up within 24h; Non-perishable products must be set up within 72h

**Table 2**

2018-2019 Targeted Surveys				
Group	Sampling Plan	Commodity Group	Targeted Microorganisms	Number of Samples
Bacteriology	2018_SB3041	Imported conventional fresh baby leafy vegetables (pre-packaged, RTE)	Listeria monocytogenes (L. monocytogenes), Salmonella, E.coli O157:H7/NM, generic E.coli, pH/Aw when L.m positive	600
	2018_SB3042	Domestic conventional fresh baby leafy vegetables (pre-packaged, RTE)	L. monocytogenes, Salmonella, E.coli O157:H7/NM, generic E.coli, pH/Aw when L.m positive	300
	2018_SB3043	Imported organic fresh baby leafy vegetables (pre-packaged, RTE)	O157:H7/NM, generic E.coli, pH/Aw when L.m positive	200
	2018_SB3044	Domestic organic fresh baby leafy vegetables (pre-packaged, RTE)	O157:H7/NM, generic E.coli, pH/Aw when L.m positive	100
	2018_SB3045	Fresh bean sprouts and pea sprouts	O157:H7/NM, generic E.coli, pH/Aw when L.m positive	300
	2018_SB3046	Fresh seed sprouts and microgreens	O157:H7/NM, generic E.coli, pH/Aw when L.m positive	900
	2018_SB3021	Imported fresh stone fruits (whole)	O157:H7/NM, generic E.coli, pH/Aw when L.m positive	600
	2018_SB3022	Domestic fresh stone fruits (whole)	L. monocytogenes, Salmonella, E.coli O157:H7/NM, generic E.coli, pH/Aw when L.m positive	400
	2018_SB3033	Frozen cut fruits and berries	L. monocytogenes, Salmonella, E.coli O157:H7/NM, generic E.coli, ACC	800
	2018_SB3067	Frozen cut fruit & vegetable blends for smoothies/ Frozen green leafy vegetables for smoothies	L. monocytogenes, Salmonella, E.coli O157:H7/NM, generic E.coli, ACC	120
	2018_SB3047	Conventional dried powdered spices (fine or coarse grounded)	Generic E.coli, Salmonella, Bacillus cereus (B. cereus), Clostridium perfringens (C. perfringens), Staphylococcus aureus (S. aureus)	660
	2018_SB3048	Organic dried powdered spices (fine or coarse grounded)	Generic E.coli, Salmonella, B. cereus, C. perfringens, S. aureus	240
	2018_SB3035	Refrigerated flavoured milk (chocolate, strawberry or other flavour)	L. monocytogenes, ACC	700
	2018_SB3036	Frozen dairy ice cream	L. monocytogenes, ACC	300
	2018_SB3049	Butter with spices or other flavouring ingredient (refrigerated)	L. monocytogenes, Salmonella, S. aureus, generic E.coli	60
	2018_SB3050	Soft cheese with spices or other flavouring ingredient (moisture >45%, refrigerated)	L. monocytogenes, Salmonella, S. aureus, generic E.coli, pH/Aw when L.m positive	600
	2018_SB3051	Single serve cheese (strings/blocks/balls, pre-packaged, refrigerated)	L. monocytogenes, Salmonella, S. aureus, generic E.coli, pH/Aw when L.m positive	300
	2018_SB3052	Sliced cheese (pre-packaged, refrigerated)	L. monocytogenes, Salmonella, S. aureus, generic E.coli, pH/Aw when L.m positive	600
	2018_SB3053	Shredded/grated cheese (pre-packaged, refrigerated)	L. monocytogenes, Salmonella, S. aureus, generic E.coli, pH/Aw when L.m positive	600
	2018_SB3054	Refrigerated RTE sliced/shredded lunch meat (beef, ham, chicken, turkey and mixed meat types) (pre-packaged)	L. monocytogenes, Salmonella, S. aureus, generic E.coli, pH/Aw when L.m positive	600
	2018_SB3055	Refrigerated RTE liver pâté (pre-packaged)	L. monocytogenes, Salmonella, S. aureus, generic E.coli, pH/Aw when L.m positive	300
	2018_SB3056	Fully cooked, refrigerated RTE chicken/turkey breast strips (pre-packaged)	L. monocytogenes, Salmonella, S. aureus, generic E.coli, pH/Aw when L.m positive	600
	2018_SB3057	Raw mechanically tenderized beef steaks	E.coli O157:H7/NM, generic E.coli	600
	2018_SB3059	Refrigerated RTE fish and seafood product (pre-packaged)	L. monocytogenes, Salmonella, S. aureus, generic E.coli	300
	2018_SB3064	Cold brewed coffee (pre-packaged, refrigerated)	Salmonella, E.coli O157:H7/NM, generic E.coli, and ACC	60
	2018_SB3065	Refrigerated fermented tea (Kombucha)	Generic E.coli, Salmonella, E.coli O157:H7/NM, B.cereus, S.aureus	60
2018_SB3066	Raw plain oats (rolled, instant, steel-cut)	Salmonella, E.coli O157:H7/NM, B. cereus, C. perfringens, S. aureus, generic E.coli	120	
				<b>11020</b>

N° de l'invitation - Solicitation No.

39903-180172/A

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

39903-180172

N° de la modif - Amd. No.

File No. - N° du dossier  
066ss.39903-180172

Id de l'acheteur - Buyer ID

066ss

N° CCC / CCC No./ N° VME - FMS

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## **Appendix X to Annex A**

### **Sampling Guidelines for Targeted Surveys in Microbiology - Fiscal Year 2018/19 -**

### 3. Specific Guidelines for Sample Collection

#### 3.1 Collection of Fresh Baby Leafy Vegetables

##### 1. Targeted Survey

Sampling ID	Commodity Group	Microbiological Tests
2018_SB3041	Imported Conventional Fresh Baby Leafy Vegetables (pre-packaged, RTE)	Bacterial pathogens in fresh produce
2018_SB3042	Domestic Conventional Fresh Baby Leafy Vegetables (pre-packaged, RTE)	Bacterial pathogens in fresh produce
2018_SB3043	Imported Organic Fresh Baby Leafy Vegetables (pre-packaged, RTE)	Bacterial pathogens in fresh produce
2018_SB3044	Domestic Organic Fresh Baby Leafy Vegetables (pre-packaged, RTE)	Bacterial pathogens in fresh produce

##### 2. Sample Collection

DO SAMPLE	⊘ DO NOT SAMPLE ⊘
<p>Pre-packaged, fresh <b>baby leafy vegetables</b> (e.g., baby spinach, baby arugula, baby kale, baby spring mix etc.)</p> <p>Note:</p> <ul style="list-style-type: none"> <li>- A consumer package represents a single sample that weighs at least 250g.</li> </ul>	<ul style="list-style-type: none"> <li>- Fresh-cut leafy vegetables (e.g., fresh-cut leafy lettuces)</li> <li>- Fresh-cut baby vegetables (e.g., baby carrots)</li> <li>- Frozen baby vegetables</li> </ul>

**3.2 Collection of Fresh Bean Sprouts and Pea Sprouts**

**1. Targeted Survey**

<b>Sampling ID</b>	<b>Commodity Group</b>	<b>Microbiological Tests</b>
2018_SB3045	Fresh Bean Sprouts and Pea Sprouts	Bacterial pathogens in fresh produce

**2. Sample Collection**

<b>DO SAMPLE</b>	<b>⊘ DO NOT SAMPLE ⊘</b>
<p>ONLY Fresh bean and pea sprouts of the following types:</p> <ul style="list-style-type: none"> <li>- Mung bean sprouts</li> <li>- Soybean sprouts</li> <li>- Fenugreek sprouts</li> <li>- Snow pea sprouts/shoots</li> <li>- Speckled pea sprouts/shoots</li> <li>- Yellow pea sprouts/shoots</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>- Samples can be imported or domestic, organic or conventional.</li> <li>- It is preferable that pre-packaged sprouts be sampled, but it is understood that mung bean sprouts may be typically sold in bulk.</li> <li>- A consumer package represents a single sample that weighs at least 250g.</li> </ul>	<ul style="list-style-type: none"> <li>- Sprouts sold in containers with soil</li> <li>- Grain sprouts of any type</li> <li>- Bean sprouts and pea sprouts not listed in the “DO SAMPLE” list</li> </ul>

## EXAMPLES OF SAMPLING UNDER SB3045

### Mung bean sprouts



### Young snow pea shoots



### Pea shoots



### Fresh sprouted sweet peas



### 3.3 Collection of Fresh Seed Sprouts and Microgreens

#### 1. Targeted Survey

Sampling ID	Commodity Group	Microbiological Tests
2018_SB3046	Fresh Seed Sprouts and Microgreens	Bacterial pathogens in fresh produce

#### 2. Sample Collection

DO SAMPLE	⊗ DO NOT SAMPLE ⊗
<p>ONLY Fresh Seed sprouts and microgreens of the following kinds:</p> <ul style="list-style-type: none"> <li>- Alfalfa</li> <li>- Broccoli</li> <li>- Mustard</li> <li>- Radish</li> <li>- Arugula</li> <li>- Cabbage</li> <li>- Clover</li> <li>- Onion</li> <li>- Mixed seed sprouts of above</li> <li>- Wheatgrass</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>- Samples can be imported or domestic, organic or conventional.</li> <li>- It is preferable to samples pre-packaged seed sprouts, but bulk samples are acceptable.</li> <li>- A sample can consist of multiple consumer sized packages to reach a total weight of at least 250g. The multiple packages of the sample should be the same product bearing same lot number.</li> </ul>	<ul style="list-style-type: none"> <li>- Sprouts sold in containers with soil</li> <li>- Bean sprouts of any type</li> <li>- Grain sprouts of any type</li> <li>- Seed sprouts not listed in the “DO SAMPLE” list</li> <li>- Dried seed sprouts</li> </ul>

**EXAMPLES OF SAMPLING UNDER SB3046**

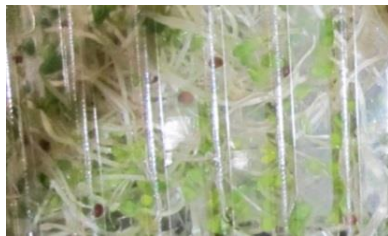
Alfalfa sprouts



Cabbage sprouts



Broccoli sprouts



Microgreens





### 3.4 Collection of Fresh Stone Fruits

#### 1. Targeted Surveys

Sampling ID	Commodity Group	Microbiological Tests
2018_SB3021	Imported Fresh Stone Fruits (Whole)	Bacterial pathogens in fresh produce
2018_SB3022	Domestic Fresh Stone Fruits (Whole)	Bacterial pathogens in fresh produce

#### 2. Sample Collection

DO SAMPLE	⊙ DO NOT SAMPLE ⊙
<p>The following types of fresh <b>whole</b> stone fruits such as:</p> <ul style="list-style-type: none"> <li>- Peaches</li> <li>- Plums</li> <li>- Nectarines</li> <li>- Apricots</li> <li>- Hybrids types of stone fruits such as apriums, apriplums, plumcots, and pluots</li> <li>-</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>- Samples can be organic or conventionally produced.</li> <li>- Pre-packaged stone fruits are preferable.</li> <li>- For bulk samples, multiple whole fruits (e.g., peaches or plums) will be sampled from a single lot to represent a single sample that weighs at least 250g.</li> </ul>	<ul style="list-style-type: none"> <li>- Fresh-cut stone fruits</li> <li>- Frozen stone fruits</li> <li>- Dried stone fruits</li> <li>- Canned stone fruits</li> </ul>

#### Seasonal Sample Collection (2018\_SB3021, SB3022)

Months of Sample Collection	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Imported (SB3021)	-	-	√	√	√	√	√	-	-	-	-	-
Domestic (SB3022)	-	-	√	√	√	√	-	-	-	-	-	-

3.5 Collection of Frozen Cut Fruits and Berries

**1. Targeted Survey**

<b>Sampling ID</b>	<b>Commodity Group</b>	<b>Microbiological Tests</b>
2018_SB3033	Frozen Cut Fruits and Berries	Listeria monocytogenes, & other bacteria

**2. Sample Collection**

<b>DO SAMPLE</b>	<b>⊘ DO NOT SAMPLE ⊘</b>
<p>Frozen, pre-packaged cut fruits:</p> <ul style="list-style-type: none"> <li>- Single type or mixed types of cut fruits (e.g., mango, avocado, peach, pineapple etc.)</li> <li>- Cut fruits mixed with berries (cut or whole)</li> <li>- Berries (single type or mixed berries, cut or whole)</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>- Samples can be imported or domestically produced.</li> <li>- A consumer package represents a single sample that weighs at least 250g.</li> </ul>	<ul style="list-style-type: none"> <li>- Fresh cut fruits</li> <li>- Canned cut fruits</li> <li>- frozen <b>whole fruits</b> other than whole berries</li> </ul>

### 3.6 Collection of Frozen Cut Fruits and Cut Vegetable Blend

#### 1. Targeted Survey

Sampling ID	Commodity Group	Microbiological Tests
2018_SB3067	Frozen Cut Fruit & Vegetable Blend for Smoothies /Frozen green leafy vegetables for smoothies	Listeria monocytogenes, & other bacteria

#### 2. Sample Collection

DO SAMPLE	⊘ DO NOT SAMPLE ⊘
<p>Frozen, pre-packaged cut fruit and cut vegetable blends for smoothies:</p> <ul style="list-style-type: none"> <li>- Mixed types of cut fruits and cut vegetables for smoothies (e.g., mango, pineapple, berries, avocado and spinach)</li> <li>- Single type of cut leafy vegetable for smoothies (e.g., kale, or spinach),</li> <li>- Mixed types of cut vegetables for smoothies (e.g., beets and kale)</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>- Frozen vegetable with a label of for “smoothies” is preferable.</li> <li>- Samples can be imported or domestically produced.</li> <li>- A consumer package represents a single sample that weighs at least 250g.</li> </ul>	<ul style="list-style-type: none"> <li>- Frozen mixed vegetables for cooking dishes (e.g., green beans, carrots &amp; corns; vegetable medley)</li> <li>- Frozen vegetables with cooking instructions (e.g., steam, or stir fry)</li> <li>- Frozen cut fruits without vegetables</li> <li>- Canned fruits and vegetables</li> </ul>

### 3.7 Collection of Dried Powdered Spices

#### 1. Targeted Surveys

Sampling ID	Commodity Group	Microbiological Tests
2018_SB3047	Conventional Dried Powdered Spices	Bacterial Pathogens in Low Moisture Foods
2018_SB3048	Organic Dried Powdered Spices	Bacterial Pathogens in Low Moisture Foods

#### 2. Sample Collection

DO SAMPLE	⊘ DO NOT SAMPLE ⊘
<p>ONLY the following types of dried ground/powdered spices:</p> <ul style="list-style-type: none"> <li>- Allspice powder</li> <li>- Celery seeds powder/celery salt</li> <li>- Chili powder</li> <li>- Cinnamon powder</li> <li>- Coriander/cilantro seeds powder</li> <li>- Garlic minced/powder (without salt)</li> <li>- Ginger powder</li> <li>- Mustard powder</li> <li>- Nutmeg powder</li> <li>- Onion minced/powder</li> <li>- Paprika</li> <li>- Pepper coarse/fine powder (black pepper, white pepper, red pepper)</li> <li>- Turmeric powder</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>- Samples of pre-packaged dried ground/powdered spices are preferable.</li> <li>- A spice sample can consist of multiple consumer sized packages to reach a total weight of at least 100g. The multiple packages must be the same product and should bear the same lot number.</li> <li>- Samples can be imported or domestically produced.</li> </ul>	<ul style="list-style-type: none"> <li>- Non-powder form of the spices (whole seeds)</li> <li>- Non-powder form of dried herb seeds (whole seeds)</li> <li>- Dried herb flakes/powder (e.g., oregano, rosemary, parsley, basil etc.)</li> <li>- Garlic salt</li> <li>- Seasonings containing mixed spices powder</li> <li>- Other types of spices powder not in the "DO SAMPLE" list</li> </ul>

### 3.8 Collection of Flavored Refrigerated Milk

#### 1. Targeted Survey

Sampling ID	Items	Microbiological Tests
2018_SB3035	Refrigerated Flavored Milk	Listeria monocytogenes, ACC

#### 2. Sample Collection

DO SAMPLE	⊘ DO NOT SAMPLE ⊘
<p>Refrigerated flavored milk/skimmed milk from animal origin (e.g. cow or goat milk) with added flavorings and colorings:</p> <ul style="list-style-type: none"> <li>- chocolate milk</li> <li>- strawberry milk</li> <li>- other types of flavored milk</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>- Samples can be domestic or imported, organic or conventional</li> <li>- A consumer size carton/bag of milk represents a single sample that contains at least 250 mL</li> </ul>	<ul style="list-style-type: none"> <li>- Refrigerated plain milk from animal origin (e.g., plain cow/goat milk)</li> <li>- Refrigerated flavored milk or plain milk from plant origin (e.g., soy/almond/rice milk)</li> <li>- Shelf-stable milk (commercial sterility milk/biological stability milk)</li> <li>- Refrigerated liquid coffee creamer (e.g., coffee mate)</li> </ul>

### 3.9 Collection of Frozen Dairy Ice Cream

#### 1. Targeted Survey

Sampling ID	Items	Microbiological Tests
2018_SB3036	Frozen Dairy Ice Cream	Listeria monocytogenes, ACC

#### 2. Sample Collection

DO SAMPLE	⊘ DO NOT SAMPLE ⊘
<p>Frozen <b>dairy</b> ice cream:</p> <ul style="list-style-type: none"> <li>- Ice cream made with milk and/or cream (including hard/light or low fat ice cream)</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>- Please sample <b>dairy</b> ice cream packaged in containers/cartons</li> <li>- Samples can be domestic or imported</li> <li>- A consumer size container/carton of ice cream represents a single sample that weighs at least 250g</li> </ul>	<ul style="list-style-type: none"> <li>- Dairy ice cream bar/cone/pie</li> <li>- Frozen dairy desserts (vegetable oil based product)</li> <li>- Ice cream made with modified milk ingredients (e.g., milk solids, non-fat, and fruits juice)</li> <li>- Dairy-free ice cream</li> <li>- Lactose-free ice cream</li> <li>- Soy-based ice cream</li> <li>- Sold in bulk</li> </ul>

### 3.10 Collection of Butter with Spices or Other Flavouring Ingredients

#### 1. Targeted Surveys

Sampling ID	Items	Microbiological Tests
2018_SB3049	Butter with spices or other flavouring ingredients (refrigerated)	Bacterial Pathogens in RTE Foods (Cheese)

#### 2. Sample Collection

DO SAMPLE	⊘ DO NOT SAMPLE ⊘
<ul style="list-style-type: none"> <li>- Butter with spices or other flavouring ingredients (salted or unsalted)</li> </ul> <p>Refrigerated, butter made from animal milk (e.g., cow, goat, sheep milk, etc.) with spices.</p> <p>Note:</p> <ul style="list-style-type: none"> <li>- A consumer package represents a single sample that it weighs at least 250g.</li> <li>- A sample can consist of multiple consumer sized packages to reach the total weight of 250 g. The multiple packages must be the same product and should bear the same lot number.</li> <li>- Samples can be domestic or imported</li> </ul>	<ul style="list-style-type: none"> <li>- <b>Plain butter (salted/unsalted)</b></li> <li>- Margarine with/without spices</li> </ul>

### 3.11 Collection of Soft Cheese with Spices or Other Flavouring Ingredients

#### 1. Targeted Surveys

Sampling ID	Items	Microbiological Tests
2018_SB3050	Soft Cheese with Spices or Other Flavouring Ingredients (moisture >45%, refrigerated)	Bacterial Pathogens in RTE Foods (Cheese)

#### 2. Sample Collection

DO SAMPLE	⊙ DO NOT SAMPLE ⊙
<p>Refrigerated, seal-packaged soft cheese made from pasteurized animal milk (e.g., cow, goat, sheep milk, etc.) of the following kinds:</p> <ul style="list-style-type: none"> <li>- Soft cheese with spices or with other flavouring ingredients (moisture content &gt;45%)</li> <li>- Cream cheese with spices or other flavouring ingredients (e.g., garlic, spinach, berries)</li> </ul> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>- Please record the moisture contents of the sample in “sample description” field on the Sample Submission Form (e.g., xxx pepper soft cheese moisture 58%)</li> <li>- A consumer package represents a single sample that it weighs at least 250g.</li> <li>- A sample can consist of multiple consumer sized packages to reach the total weight of 250 g. The multiple packages must be the same product and should bear the same lot number.</li> <li>- For testing shelf life and storage conditions on cheese quality and safety, <b>please sample cheese as close to its best before date as possible (within 5-10 days of its best before date).</b></li> </ul>	<ul style="list-style-type: none"> <li>- <b>Processed cheese</b> of any type</li> <li>- <b>Plain</b> soft cheese (moisture content &gt; 45%)</li> <li>- <b>Plain</b> cream cheese</li> <li>- Other types of cheese (moisture content ≤45%)</li> <li>- Cheese made from unpasteurized milk/raw milk</li> <li>- Cheese made from plant origin (e.g., cashew cheese)</li> </ul>



### 3.12 Collection of Single Serve Cheese

#### 1. Targeted Surveys

Sampling ID	Items	Microbiological Tests
2018_SB3051	Single Serve Cheese (strings, blocks/balls) (pre-packaged, refrigerated )	Bacterial pathogens in RTE Foods (Cheese)

#### 2. Sample Collection

DO SAMPLE	⊙ DO NOT SAMPLE ⊙
<p>Refrigerated, seal-packaged single serve cheese made from pasteurized animal milk (e.g., cow, goat, sheep milk, etc.) of following kinds:</p> <ul style="list-style-type: none"> <li>- Single serve cheese (strings, blocks, balls etc.) (one consumer package can contain multiple units of single serve cheese)</li> </ul> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>- Please record the moisture contents of the sample in the “sample description” field on the Sample Submission Form (e.g., cheese ball moisture 38%)</li> <li>- A consumer package represents a single sample that weighs at least 250g.</li> <li>- A sample can consist of multiple consumer sized packages to reach the total weight of 250 g. The multiple packages must be the same product and should bear the same lot number.</li> <li>- For testing shelf life and storage conditions on cheese quality and safety, <b>please sample cheese as close to its best before date as possible (within 5-10 days of its best before date).</b></li> </ul>	<ul style="list-style-type: none"> <li>- <b>Processed cheese</b> of any kinds</li> <li>- <b>Non-single serve</b> cheese types</li> <li>- Cheese made from unpasteurized milk/raw milk</li> <li>- Cheese made from plant origin (e.g., cashew cheese)</li> <li>- The same product more than once at the same location <b>within a month.</b></li> </ul>

### 3.13 Collection of Sliced Cheese

#### 1. Targeted Surveys

Sampling ID	Items	Microbiological Tests
2018_SB3052	Sliced Cheese (pre-packaged, refrigerated)	Bacterial Pathogens in RTE Foods (Cheese)

#### 2. Sample Collection

DO SAMPLE	⊘ DO NOT SAMPLE ⊘
<p>Refrigerated, pre-packaged, sealed/vacuum packaged sliced cheese made from pasteurized animal milk (e.g., cow, goat, sheep milk, etc.) of following kinds:</p> <ul style="list-style-type: none"> <li>- Sliced cheese for sandwiches (semi-soft, semi-hard, or hard).</li> </ul> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>- Please record the moisture contents of the sample in “sample description” field on Sample Submission Form (e.g., sliced cheese moisture 38%)</li> <li>- A consumer package represents a single sample that it weighs at least 250g.</li> <li>- A sample can consist of multiple consumer sized packages to reach the total weight of 250 g. The multiple packages must be the same product and should bear the same lot number.</li> <li>- For testing shelf life and storage conditions on cheese quality and safety, <b>please sample cheese as close to its best before date as possible (within 5-10 days of its best before date).</b></li> </ul>	<ul style="list-style-type: none"> <li>- <b>Processed cheese</b> of any type</li> <li>- Non-sliced cheese types</li> <li>- Cheese made from unpasteurized milk/raw milk</li> <li>- Cheese made from plant origin (e.g., cashew cheese)</li> <li>- Cheese sliced at deli counter in retail store</li> </ul>

### 3.14 Collection of Shredded/Grated Cheese

#### 1. Targeted Surveys

Sampling ID	Items	Microbiological Tests
2018_SB3053	Shredded/Grated Cheese (pre-packaged, refrigerated)	Bacterial pathogens in RTE Foods (Cheese)

#### 2. Sample Collection

DO SAMPLE	⊙ DO NOT SAMPLE ⊙
<p>Refrigerated, pre-packaged cheese made from pasteurized animal milk (e.g., cow, goat, sheep milk, etc.) of following kinds:</p> <ul style="list-style-type: none"> <li>- Shredded or grated cheese.</li> </ul> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>- Please record the moisture contents of the sample in “sample description” field on Sample Submission Form (e.g., grated cheese moisture 38%)</li> <li>- A consumer package represents a single sample that it weighs at least 250g.</li> <li>- A sample can consist of multiple consumer sized packages to reach the total weight of 250 g. The multiple packages of the sample should be the same product bearing same lot number.</li> <li>- For testing shelf life and storage conditions on cheese quality and safety, <b>please sample cheese as close to its best before date as possible (within 5-10 days of its best before date).</b></li> </ul>	<ul style="list-style-type: none"> <li>- <b>Processed cheese</b> of any kinds</li> <li>- Cheese grated at deli-counter in retail store</li> <li>- Non-shredded cheese type</li> <li>- Cheese made from unpasteurized milk/raw milk</li> <li>- Cheese made from plant origin (e.g., cashew cheese)</li> </ul>

### 3.15 Collection of Refrigerated Ready-To-Eat Sliced Lunch Meat

#### 1. Targeted Surveys

Sampling ID	Items	Microbiological Tests
2018_SB3054	Refrigerated RTE Sliced or Shredded <b>Lunch Meat</b> (pre-packaged)	Bacterial Pathogens in RTE Foods (Meat)

#### 2. Sample Collection

DO SAMPLE	⊙ DO NOT SAMPLE ⊙
<p>Refrigerated, pre-packaged, RTE meat of following kinds:</p> <ul style="list-style-type: none"> <li>- Sliced or shredded <b>lunch meat</b> (e.g. luncheon meat, cold cuts, deli meat) of beef, ham, chicken, turkey or mix meat types.</li> </ul> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>- A consumer package represents a single sample that it weighs at least 250g.</li> <li>- A sample can consist of multiple consumer sized packages to reach the total weight of 250 g. The multiple packages of the sample should be the same product bearing same lot number.</li> <li>- For testing shelf life and storage conditions on RTE meat quality and safety, <b>please sample cheese as close to its best before date as possible (within 5-10 days of its best before date).</b></li> </ul>	<ul style="list-style-type: none"> <li>- Sliced/<b>shredded meat</b> of any type</li> <li>- Sliced/shredded lunch meat at <b>deli-counter</b> in retail store</li> <li>- Non-sliced or non-shredded lunch meat of any type</li> <li>- Canned meat of any type</li> <li>- Meat analogue of any type</li> </ul>

### 3.16 Collection of Refrigerated Ready-To-Eat Liver Pâté

#### 1. Targeted Surveys

Sampling ID	Items	Microbiological Tests
2018_SB3055	Refrigerated RTE Liver Pâté (Pre-packaged, refrigerated)	Bacterial Pathogens in RTE Foods (Meat)

#### 2. Sample Collection

DO SAMPLE	⊙ DO NOT SAMPLE ⊙
<p>Refrigerated, pre-packaged RTE liver pâté of following kinds:</p> <ul style="list-style-type: none"> <li>- Chicken liver</li> <li>- Duck liver</li> <li>- Goose liver</li> <li>- Pork liver</li> <li>- Mixed types of liver above (e.g., pork and chicken liver)</li> <li>- Foie gras of any above liver types</li> </ul> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>- A sample can consist of multiple consumer sized packages to reach the total weight of 250 g. The multiple packages of the sample should be the same product bearing same lot number.</li> <li>- For testing shelf life and storage conditions on RTE meat quality and safety, <b>please sample cheese as close to its best before date as possible (within 5-10 days of its best before date).</b></li> </ul>	<ul style="list-style-type: none"> <li>- Canned liver spread and meat spread</li> <li>- Pâté from meat analogues</li> </ul>

**3.17 Collection of Fully Cooked, Refrigerated Ready-To-Eat Chicken/Turkey Breast Strips**

**1. Targeted Surveys**

Sampling ID	Items	Microbiological Tests
2018_SB3056	Fully Cooked, Refrigerated RTE Chicken/Turkey Breast Strips (pre-packaged)	Bacterial Pathogens in RTE Foods (Meat)

**2. Sample Collection**

DO SAMPLE	⊘ DO NOT SAMPLE ⊘
<p>Refrigerated, prepackaged, RTE meat of following kinds:</p> <ul style="list-style-type: none"> <li>- Fully cooked chicken breast strips</li> <li>- Fully cooked turkey breast strips</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>- A consumer package represents a single sample that it weighs at least 250g.</li> <li>- A sample can consist of multiple consumer sized packages to reach the total weight of 250 g. The multiple packages of the sample should be the same product bearing same lot number.</li> <li>- For testing shelf life and storage conditions on RTE meat quality and safety, <b>please sample cheese as close to its best before date as possible (within 5-10 days of its best before date).</b></li> </ul>	<ul style="list-style-type: none"> <li>- Frozen pre-cooked breaded chicken/turkey breast</li> <li>- Raw breaded chicken breast strips/chicken nugget</li> <li>- Other cooked chicken/turkey meat types (e.g., chicken wings, drumsticks)</li> <li>- mock meat/meat analog of any kinds</li> </ul>

### 3.18 Collection of Refrigerated Ready-To-Eat Fish and Seafood Products

#### 1. Targeted Surveys

Sampling ID	Items	Microbiological Tests
2018_SB3059	Refrigerated RTE Fish and Seafood Products (pre-packaged)	Bacterial Pathogens in RTE Foods (Fish)

#### 2. Sample Collection

DO SAMPLE	⊘ DO NOT SAMPLE ⊘
<p>Refrigerated, pre-packaged, RTE fish and seafood products of following kinds:</p> <ul style="list-style-type: none"> <li>- Refrigerated RTE smoked fish</li> <li>- Refrigerated RTE fish products (e.g., fish mousse)</li> <li>- Refrigerated RTE seafood products (e.g., imitation crab)</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>- Sample can be imported or domestically produced</li> <li>- A consumer package represents a single sample that it weighs at least 250g.</li> <li>- A sample can consist of multiple consumer sized packages to reach the total weight of 250 g. The multiple packages of the sample should be the same product bearing same lot number.</li> </ul>	<ul style="list-style-type: none"> <li>- Smoked fish at deli-counter in retail (not pre-packaged)</li> <li>- Sushi type of RTE fish/seafood products (i.e., raw fish or surimi wrapped with rice)</li> <li>- Frozen smoked fish</li> <li>- Frozen shrimp, crab or other seafood products</li> <li>- Canned smoked fish</li> </ul>

### 3.19 Collection of Raw Mechanically Tenderized Beef Steaks

#### 1. Targeted Survey

Sampling ID	Items	Microbiological Tests
2018_SB3057	Raw Mechanically Tenderized Beef Steaks	Bacterial Pathogens in Raw Meat

#### 2. Sample Collection

DO SAMPLE	⊘ DO NOT SAMPLE ⊘
<p>Refrigerated, pre-packaged</p> <ul style="list-style-type: none"> <li>- raw beef steaks labelled “mechanically tenderized”</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>- Samples can be imported or domestically produced beef,</li> <li>- samples can be collected from local meat markets or butcher shops</li> <li>- A consumer package represents a single sample that weighs at least 250g.</li> </ul>	<ul style="list-style-type: none"> <li>- Raw beef steaks <b>without</b> the label of “mechanically tenderized”</li> <li>- Raw beef chucks, roasts, beef chops with a label of “mechanically tenderized”</li> <li>- Other meat types</li> </ul>



### 3.20 Collection of Cold Brewed Coffee

#### 1. Targeted Survey

Sampling ID	Items	Microbiological Tests
2018_SB3064	Cold Brewed Coffee (pre-packaged, refrigerated)	Bacterial Pathogens in coffee

#### 2. Sample Collection

DO SAMPLE	⊙ DO NOT SAMPLE ⊙
Refrigerated, <b>cold brewed</b> coffee  Note: <ul style="list-style-type: none"> <li>- Collect different brands and types of the product.</li> <li>- Avoid repeated sampling of the same brand and type of product bearing same lot.</li> <li>- A consumer size container of coffee represents a single sample that contains at least 250 mL.</li> </ul>	<ul style="list-style-type: none"> <li>- Other coffee types</li> <li>- Cold-brewed coffee made on-site at coffee shop</li> </ul>

### 3.21 Collection of Refrigerated Fermented Tea (Kombucha)

#### 1. Targeted Survey

Sampling ID	Items	Microbiological Tests
2018_SB3065	Refrigerated Fermented Tea (Kombucha)	Bacterial Pathogens in Beverages

#### 2. Sample Collection

DO SAMPLE	⊗ DO NOT SAMPLE ⊗
<p>Refrigerated, fermented tea of this type:</p> <ul style="list-style-type: none"><li>- Kombucha</li></ul> <p>Note:</p> <ul style="list-style-type: none"><li>- Collect different brands and types of the product (e.g., in glass bottle, in tin).</li><li>- Avoid repeated sampling of the same brand and type of product bearing same lot.</li><li>- A consumer size bottle or can of fermented tea represents a single sample that contains at least 250 mL.</li></ul>	<ul style="list-style-type: none"><li>- Other tea types</li><li>- Other fermented drinks</li></ul>

### 3.22 Collection of Raw Plain Oats

#### 1. Targeted Survey

Sampling ID	Items	Microbiological Tests
2018_SB3066	Raw plain oats	Bacterial Pathogens in Low Moisture Foods (Oats)

#### 2. Sample Collection

DO SAMPLE	⊙ DO NOT SAMPLE ⊙
<p>Raw plain oats, such as</p> <ul style="list-style-type: none"> <li>- rolled oats/old fashioned oats,</li> <li>- instant oats/quick oats</li> <li>- steel-cut oats</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>- Collect different brands and types of the product.</li> <li>- Avoid repeated sampling of the same brand and type of product.</li> <li>- A consumer package represents a single sample that weighs at least 250g.</li> </ul>	<ul style="list-style-type: none"> <li>- Instant oatmeal with flavours (e.g. brown sugar, maple, apple, peach, cinnamon &amp; spices, etc.)</li> <li>- Breakfast cereals made from oats</li> <li>- Granola cereals containing oats</li> <li>- Oat flour</li> </ul>

#### 4. Reporting Criteria

Any positive result (as described below) must be reported to the CFIA within 2 hours. Presumptive positives (e.g. screening results) must be reported to the CFIA within 24 hours.

Analysis	Report immediately if:
<b>ACC</b>	
- Flavored milk (SB3035)	> 10 <sup>4</sup> MPN/mL
- Dairy ice cream (SB3036)	> 10 <sup>4</sup> MPN/g
- Frozen cut fruits & cut vegetables (SB3033, SB3067)	> 10 <sup>4</sup> MPN/g
- Cold brewed coffee (SB3064)	> 10 <sup>2</sup> MPN/mL
<b>Generic <i>E.coli</i>:</b>	
- Fresh baby leafy vegetables (SB3041-3044)	> 100 CFU or MPN/g (mL)
- Fresh bean sprouts/Seed sprouts (SB3045-3046)	
- Fresh stone fruits (SB3021-3022)	
- Frozen cut fruits (SB3033)	
- Frozen cut vegetables (SB3067)	
- Dried spices (SB3047-3048)	
- Butter with spices (SB3049)	
- Cheese from pasteurized milk (3050-3053)	
- Ready-to-eat lunch meat (SB3054)	
- RTE liver pâté (SB3055)	
- RTE fish & Seafood products (SB3059)	
- Cold brewed coffee (SB3064)	
- Fermented tea (SB3065)	
- Raw oats (SB3066)	
- Raw tenderized beef steaks (SB3057)	
- Fully cooked chicken/turkey breast strips (SB3056)	> 10 MPN/g
<b><i>Bacillus cereus</i></b>	
- Dried spices (SB3047-SB3048)	> 10 <sup>4</sup> CFU/g
- Raw oats (SB3066)	> 10 <sup>2</sup> CFU/g

- Fermented tea (SB3065)	> 10 <sup>2</sup> CFU/g (mL)
<b><i>Clostridium perfringens</i></b>	
- Dried spices (SB3047-SB3048)	> 10 <sup>4</sup> CFU/g
- Raw oats (SB3066)	> 10 <sup>2</sup> CFU/g
<b><i>Staphylococcus aureus</i></b>	
- Cheese from pasteurized milk (SB3050-SB3053 )	> 10 <sup>2</sup> CFU/g (mL)
- Butter with spices (SB3049)	
- RTE lunch meat (SB3054)	
- RTE liver pate (SB3055)	
- Fully cooked chicken/turkey breast strips (SB3056)	
- RTE fish and seafood products (SB3059)	
- Fermented tea (SB3065)	
- Raw oats (SB3066)	
- Dried spices (SB3047-SB3048)	
<b><i>Listeria monocytogenes</i></b>	Detected/25g
<b><i>E. coli</i> O157:H7/NM</b>	
- All foods other than raw beef (SB3041 to SB3046, SB3021, SB3022, SB3033 to SB3067)	Detected/25g
- Mechanically tenderized beef steaks (SB3057)	Detected/65g
<b><i>Salmonella spp.</i></b>	Detected/25g

**ANNEX "B"**

**BASIS OF PAYMENT**

The Offeror will be paid in accordance with the following:

**1. For Sample Collection, Sample Photos and Sample Submission Forms, as described in Article 7.1 and Article 11.1, 11.2, 11.4 of the Requirement at Annex A:**

The Offeror will be paid the following firm all-inclusive price per sample, inclusive of any costs associated with purchase of samples, sample collection (including, shipping and handling and courier charges), storage of samples, and completion and submission of sample photos, and completion and delivery of sample submission forms (including web-based access transmission), as detailed below:

<b>Sample Collection, Sample Photos and Sample Submission Forms</b>	<b>Initial Period</b>	<b>Initial Period</b>	<b>Optional Extension Period 1</b>	<b>Optional Extension Period 2</b>	<b>Optional Extension Period 3</b>
	NISO Issue Date to 31-Mar-19	01-Apr-19 to 31-Mar-20	01-Apr-20 to 31-Mar-21	01-Apr-21 to 31-Mar-22	01-Apr-22 to 31-Mar-23
Regular Tier	\$	\$	\$	\$	\$
Premium Tier	\$	\$	\$	\$	\$

**2. For Sample Analysis and Results, as described in Article 7.2, 7.3, 7.4 and Article 11.3, 11.4, 11.5, 11.6 of the Requirement at Annex A:**

The Offeror will be paid the following firm all-inclusive price per organism per sample, inclusive of any costs associated with cost of analytical testing (including sample retention and disposal) and delivery of analysis results (including web-based access transmission), reports (including adhoc reports), and confirmation procedures, as appropriate, as detailed below:

<b>Organism</b>	<b>Initial Period</b>	<b>Initial Period</b>	<b>Optional Extension Period 1</b>	<b>Optional Extension Period 2</b>	<b>Optional Extension Period 3</b>
	NISO Issue Date to 31-Mar-19	01-Apr-19 to 31-Mar-20	01-Apr-20 to 31-Mar-21	01-Apr-21 to 31-Mar-22	01-Apr-22 to 31-Mar-23
Salmonella	\$	\$	\$	\$	\$
E. coli O157:H7/NM	\$	\$	\$	\$	\$
Listeria monocytogenes	\$	\$	\$	\$	\$
Shigella spp.	\$	\$	\$	\$	\$
Enterobacteriaceae	\$	\$	\$	\$	\$
Generic E. coli and Coliforms	\$	\$	\$	\$	\$
Coliforms	\$	\$	\$	\$	\$
Staphylococcus aureus	\$	\$	\$	\$	\$
Bacillus cereus	\$	\$	\$	\$	\$

N° de l'invitation - Solicitation No.  
39903-180172/A  
N° de réf. du client - Client Ref. No.  
39903-180172

N° de la modif - Amd. No.  
File No. - N° du dossier  
066ss.39903-180172

Id de l'acheteur - Buyer ID  
066ss  
N° CCC / CCC No./ N° VME - FMS

<b>Organism</b>	<b>Initial Period</b>	<b>Initial Period</b>	<b>Optional Extension Period 1</b>	<b>Optional Extension Period 2</b>	<b>Optional Extension Period 3</b>
	NISO Issue Date to 31-Mar-19	01-Apr-19 to 31-Mar-20	01-Apr-20 to 31-Mar-21	01-Apr-21 to 31-Mar-22	01-Apr-22 to 31-Mar-23
Clostridium perfringens	\$	\$	\$	\$	\$
Aerobic Colony Count	\$	\$	\$	\$	\$

No payment will be made until all required Sample Collection, Sample Photos, Sample Submission Form, Sample Analysis and Reporting are complete for each sample.

**3. For Shipping Isolates and Remaining Portions of Samples, as described in Article 8.2 of the Requirement at Annex A, Appendix I to Annex A, and Appendix VI to Annex A:**

**Other direct charges:** all-inclusive shipping from the Offeror to the final destination at actual cost with no markup.

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## ANNEX "C"

### INSURANCE REQUIREMENTS

#### 1.0 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,*



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*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.

## **2.0 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.