



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

Health Canada / Santé Canada

Attn: Erin Massey

Email: erin.massey@canada.ca

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal To: Health Canada
We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

**Proposition à:
Santé Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).

**Instructions : See Herein
Instructions: Voir aux présentes**

Issuing Office – Bureau de distribution
Health Canada / Santé Canada
200, Eglantine Driveway
Tunney's Pasture
Ottawa Ontario K1A 0K9

Title – Sujet Prevalence and enumeration of foodborne microbial hazards in retail meat products in the FoodNet Canada sentinel sites	
Solicitation No. – N° de l'invitation 1000211005	Date 2019-08-02
Solicitation Closes at – 2 :00PM L'invitation prend fin à on / le – 2019-08-16	Time Zone Fuseau horaire EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à : Name: Erin Massey Email: erin.massey@canada.ca Telephone – téléphone : 613-941-2094	
Destination – of Goods, Services, and Construction: Destination – des biens, services et construction : See Herein – Voir ici	
Delivery required - Livraison exigée See Herein – Voir ici	
Vendor/firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Facsimile No. – N° de télécopieur : Telephone No. – N° de téléphone :	
Name and title of person authorized to sign on behalf of Vendor/firm Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur	
<hr/> (type or print)/ (taper ou écrire en caractères d'imprimerie)	
<hr/> Signature	<hr/> Date

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 SECURITY REQUIREMENTS	3
1.2 STATEMENT OF WORK.....	3
1.3 DEBRIEFINGS	3
1.4 TRADE AGREEMENTS	3
PART 2 - BIDDER INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	4
2.2 SUBMISSION OF BIDS.....	4
2.3 FORMER PUBLIC SERVANT.....	4
2.4 ENQUIRIES - BID SOLICITATION.....	5
2.5 APPLICABLE LAWS.....	6
PART 3 - BID PREPARATION INSTRUCTIONS.....	6
3.1 BID PREPARATION INSTRUCTIONS	6
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	7
4.1 EVALUATION PROCEDURES.....	7
4.2 BASIS OF SELECTION.....	10
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	11
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	11
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	11
PART 6 - RESULTING CONTRACT CLAUSES	12
6.1 SECURITY REQUIREMENTS	12
6.2 STATEMENT OF WORK.....	12
6.3 STANDARD CLAUSES AND CONDITIONS	12
6.4 TERM OF CONTRACT	12
6.5 AUTHORITIES	13
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	13
6.7 PAYMENT	14
6.8 INVOICING INSTRUCTIONS	14
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	14
6.10 APPLICABLE LAWS.....	14
6.11 PRIORITY OF DOCUMENTS	14
ANNEX A - STATEMENT OF WORK	15
ANNEX B – BASIS OF PAYMENT.....	20



PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. At the date of bid closing, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, Bidders should refer to the [Contract Security Program of Public Works and Government Services Canada](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.2 Statement of Work

The Work to be performed is detailed under Annex A – Statement of Work.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

The requirement is not subject to the trade agreements as per the following dispositions: World Trade Organization Agreement on Government Procurement (WTO-AGP):Appendix I, Annex I, North American Free Trade Agreement (NAFTA): Chapter 10, Annex 1001.1a-1, Canada - Chile Free Trade Agreement: Annex Kbis-01, 1-1, Canada - Peru Free Trade Agreement: Annex 1401.1-1, Canada-Colombia Free Trade Agreement Annex 1401-1.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation 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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to erin.massey@canada.ca by the date, time and place indicated in the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum, payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid 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 Bidder a FPS in receipt of a pension? **Yes** () **No** ()

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

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

By providing this information, Bidders agree that the successful Bidder'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 Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

2.6 Basis for Canada's Ownership of Intellectual Property

The **Public Health Agency of Canada** has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#):

- the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The bid must be gathered per section and separated as follows:

- Section I: Technical Bid – One electronic copy by email;
- Section II: Financial Bid – One electronic copy by email;
- Section III: Certifications – One electronic copy by email;

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use a numbering system that corresponds to the bid solicitation.

If the email, including attachments, is larger than 20mb, please submit your bid in separate emails to not exceed Health Canada's server limitation.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria.		
Criteria	Met/Not Met	Cross-Reference to bid (indicate page #)
<p>Company The bidder must provide evidence they have the capability to undertake and complete the work. This includes providing proof of current SCC accreditation where requested throughout the mandatories:</p>		
<p>M1</p> <p>The bidder must demonstrate, by providing copies at bid closing, that they have valid accreditation by the Standards Council of Canada (SCC) and conform with the requirements of CAN-P-1587 and CAN-P-4D(ISO/IEC 17025) for the following:</p> <ul style="list-style-type: none"> • Listeria detection method: MFHPB-30; • generic E. coli detection method: PHAC specific protocol with validation from laboratory completed prior to contract start date; • at least one method for the detection of Campylobacter; • at least one method for the detection of Salmonella; • MPN (Most Probable Number) enumeration in food for the following three organisms; 1. Salmonella 2. Listeria 3. Campylobacter. 		
<p>M2</p> <p>The bidder must demonstrate in their proposal that the proposed lab has completed one (1) project involving <u>surveillance activities</u> within the past four (4) years in food microbiological testing including primary isolation and bacterial enumeration; AND has completed (1) project in <u>research based activities</u> within the past four (4) years in food microbiological testing including primary isolation and bacterial enumeration.</p> <p>Project descriptions should include:</p>		



	<ul style="list-style-type: none"> • start and end dates; • brief description of the scope and complexity, highlighting the surveillance and research based activities performed. 		
M3	The bidder must provide a description of their Quality Assurance and Quality Control practices and procedures.		
M5	<p>The Bidder must propose a lab that is within the 24 hour priority shipping area of the sampling sites. The Bidder must provide the complete address of the proposed laboratory in their proposal. Shipping time must not exceed 24h for the following reasons:</p> <ul style="list-style-type: none"> • to maintain the microbial integrity of the sample, • to avoid the chance of sample temperature abuse, and • to maintain consistency amongst sampling units regardless of sampling site. 		

4.1.1.2 Point Rated Technical Criteria

Minimum overall score

The overall percentage required is 70% in order for a Bidder to be deemed compliant. Bids that fail to meet the minimum score of (18) points will be declared non-responsive and no further consideration will be given to the bid.

#	Point-Rated Technical Criteria	Points allocated	Actual Score	Cross-Reference to bid (indicate page #)
Company				
R1	<p>The Bidder should provide a project plan and the methodology that clearly demonstrates an approach leading to a successful completion of the project.</p> <p>The work plan and methodology should be clear, logical and feasible for punctual delivery of the identified tasks and deliverables under the Statement of Work (SOW).</p> <p>The work plan should elaborate on the strategy and describe the various components (as listed in Annex A, section 3) in detail, including:</p> <ul style="list-style-type: none"> - Scope of work and the tasks (task breakdown) - Deliverables, timelines and milestones - How the work will be monitored, including 	<p>The submitted work plan and methodology:</p> <p>SCORING = Max 16 points</p> <p>16 points: Provides a detailed work plan and methodology including deliverables and milestones that meet the requirements in Annex A, section 3 which addresses all the criteria listed in the RFP .</p> <p>11 points: Provides a detailed work plan and methodology that adequately meets the requirements in Annex A, section 3 including deliverables and milestones which</p>	/16	



	<p>information on quality control methods and reporting mechanisms.</p> <ul style="list-style-type: none"> - Identify potential risks and problem areas and provide a realistic plan for mitigating risks 	<p>addresses all the criteria listed in the RFP.</p> <p>6 points: Provides a work plan and methodology which poorly meets the requirements in Annex A, section 3 including deliverables and milestones which address some of the criteria listed in the RFP.</p> <p>0 points: Does not meet the requirements.</p>		
Resources: Project Lead				
R2	<p>The bidder should demonstrate by providing additional project descriptions, that the proposed laboratory has experience in excess of the project provided for M2 for surveillance activities within the last five (5) years. Project descriptions should include:</p> <ul style="list-style-type: none"> • Start and end dates; • Brief description of the scope and complexity highlighting the surveillance activities performed. 	<p>1 point per compliant project up to a maximum of 5 points</p>	/5	
RT3	<p>The bidder should demonstrate by providing additional project descriptions, that the proposed laboratory has experience in excess of the research-based project provided for M2 within the last five (5) years. Project descriptions should include:</p> <ul style="list-style-type: none"> • Start and end dates; • Brief description of the scope and complexity highlighting the research based activities performed. 	<p>1 point per compliant project up to a maximum of 5 points</p>	/5	
Total Available Points			/26 **	
			minimum 18 required	



4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 18 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 26 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80% for the technical merit and 20% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 80%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 80/20 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (80%) and Price (20%)				
	Bidder 1	Bidder 2	Bidder 3	
Overall Technical Score	115/135	89/135	92/135	
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00	
Calculations	Technical Merit Score	$115/135 \times 80 = 68.15$	$89/135 \times 80 = 52.74$	$92/135 \times 80 = 54.52$
	Pricing Score	$45/55 \times 20 = 16.36$	$45/50 \times 20 = 18.00$	$45/45 \times 20 = 20.00$
Combined Rating	84.51	70.74	74.52	
Overall Rating	1st	3rd	2nd	



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **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.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder 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 bid non-responsive.

5.2.1 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 Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.



PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

Unscreened contractors must be escorted by an employee or Commissionaire at all times when visiting Government of Canada facilities.

Information which is to be used in the development of the contracted product, as reference material or otherwise made available to the contractor must be unclassified material and considered to be releasable to the public by Health Canada/Public Health Agency of Canada and/or The Government of Canada.

No Protected or Classified information is to be made available to the contractor, used in the production of the contracted product, or produced as a result of this contract.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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.

6.3.1 General Conditions

[2010B](#) (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

[4007](#) (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information applies to and forms part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from November 1, 2019 to October 31, 2021 inclusive

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the



Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Erin Massey
Title: Senior Procurement and Contracting Officer
Health Canada | Public Health Agency of Canada
Chief Financial Officer Branch
Directorate: Materiel and Assets Management
Address: 200 Eglantine Driveway, Ottawa, ON K1A 0K9
Telephone: 613-941-2094
E-mail address: erin.massey@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority (to be identified at contract award)

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative (to be identified at contract award)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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



6.7 Payment

6.7.1 Basis of Payment – Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in Annex B for a cost of \$____. Customs duties are excluded 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.

6.7.2 Method of Payment

H1008C (2008-05-12), Monthly Payment

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a) a copy of the release document and any other documents as specified in the Contract;
2. Invoices must be distributed as follows:
 - a. The original must be forwarded to hc.p2p.east.invoices-factures.est.sc@canada.ca and the Project Authority for certification and payment.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario and the Human Pathogens and Toxins Act.

6.11 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 Articles of Agreement;
- (b) the supplemental general conditions 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2010B (2018-06-21), General Conditions: Professional Services (medium complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____



ANNEX A - STATEMENT OF WORK

1. TITLE

Prevalence and enumeration of foodborne microbial hazards in retail meat products in the FoodNet Canada sentinel sites

2. SCOPE

2.1. Introduction

FoodNet Canada, the enteric surveillance program of the Public Health Agency of Canada (PHAC) requires the services of an accredited laboratory with food microbiological expertise. The primary task is to provide weekly microbiological analyses of meat samples. Tests include primary isolation, identification, speciation and enumeration. Once identified, the bacterial isolates are to be forwarded on a strict schedule provided by FoodNet Canada to secondary laboratories specialized in specific microbes for additional testing.

2.2. Objectives of the Requirement

To complete weekly processing and microbiological analysis of meat product samples as per a FoodNet Canada retail sampling schedule. The specific objectives for the work of this contract are:

- To receive and process meat products submitted from the FoodNet Canada sentinel sites in Alberta, British Columbia, Ontario and Québec.
- To perform presence/absence analyses of FoodNet Canada specified meat products
- To perform confirmation analyses in case of a 'presence' result – referred to hereafter 'positive' results.
- To perform enumeration on positive results for specified bacterial species.
- To download temperature logger information using FoodNet Canada specified software on a predetermined schedule.
- To provide microbiological test results and temperature logger output information to FoodNet Canada on a predetermined schedule.
- To submit purified isolates using appropriate transport of dangerous goods methodologies and requirements to secondary laboratories on a predetermined schedule outlined by FoodNet Canada.
- To ship coolers back to respective FoodNet Canada sentinel sites with FoodNet Canada provided waybills on a predetermined schedule.

2.3. Background and Specific Scope of the Requirement

FoodNet Canada is an integrated surveillance system of PHAC. The primary objective of FoodNet Canada is to provide information to integrate and strengthen the science, policy, intervention, prevention, and health promotion and protection activities related to both food and water safety in Canada. More precisely, it delivers reliable annual estimates and trends over time for human cases, exposures, and source attribution, to inform future food and water safety policy development and provide capacity to local, provincial and federal public health authorities in the prevention of enteric diseases in Canada.

The agri-food component of FoodNet Canada includes a retail food surveillance program that provides baseline prevalence and enumeration data for foodborne enteric contamination (*Campylobacter*, *Salmonella* spp., verotoxigenic *E. coli*, generic *E. coli* and *Listeria monocytogenes*) on retail meat. These results are then used to inform and support Canadian - specific risk assessment and policy development (through baseline data reports). These data will be integrated with water, on-farm and human data from the same geographic regions to better understand risks to Canadians.



Physical Boundaries of Sample Collection: The sample collection areas are FoodNet Canada sentinel sites located in Alberta, British Columbia, Ontario and Québec and any cross-border shipping will not be accepted for this request.

3. REQUIREMENTS

3.1. Tasks, Activities, Deliverables and/or Milestones

1. The contractor will receive approximately 48 meat samples weekly for a yearly total of 2,112 samples. Upon arrival, the laboratory will apply sample acceptance/rejection criteria which will include the following:
 - a) appropriate sample type (matching submission form description)
 - b) no leakage of meat package
 - c) cooler temperature to be within a specified range

Should any of these criteria not be met, then the laboratory will notify PHAC immediately.

2. The contractor will analyse the meat samples for the specified microorganisms using the specified methods outlined in Table 1 below and ensuring proper bench procedures are followed to prevent cross-contamination.
3. A specified number of replicate isolates from positive samples will be stored at the contracting laboratory as per PHAC requirements and then sent to a designated laboratory for further subtyping according to FoodNet Canada protocols and Transport of Dangerous Goods direction.
4. Sample results are to be entered into the database within 24 hours of completion of analysis.
5. Testing results must be provided in a format specified by PHAC and compatible with PHAC database format on a bi-weekly basis.
6. The information and test results are considered owned by PHAC, and are not to be shared without permission of all parties involved.

Note: Positive results on some of the sample type and microorganism combinations tested may be considered reportable, and therefore regulatory recall actions may need to be fulfilled by the contractor in this project.

Table 1. Scope of retail microbiological testing

Pathogen	Test Type	Laboratory Method	Beef	Chicken	Target Meat 1	Target Meat 2
Listeria spp.	Presence/Absence	MFHPB-30	Yes	Yes	Yes	Yes
	Confirmation	Estimated recovery of putative positive is 18%	Yes	Yes	Yes	Yes
	Replicate Isolate Preservation (2)	Preservation of 2 isolates per positive sample in standard cryovial with broth and glycerol	Yes	Yes	Yes	Yes
Generic E.coli	<i>E. coli</i> Isolation	PHAC <i>E. coli</i> Isolation	Yes	Yes	Yes	Yes
	Preservation and secondary test submission	Standard cryovial for preservation, standard transport	Yes	Yes	Yes	Yes



		media slant for submission (recovery estimate is 55%-beef; 100%-chicken; 45%-pork; 100% -chicken nuggets)				
<i>Campylobacter</i>	Presence/Absence	Bolton broth rinse/ mCCDA plating	No	Yes	Yes	No
	Confirmation	Estimated recovery of putative positive is 40%	No	Yes	Yes	No
	<i>Campylobacter</i> PCR for speciation	Estimated recovery of putative positive is 40%	No	Yes	Yes	No
	Enumeration	Most Probable Number Technique (3 tube) for putative positive samples	No	Yes	Yes	No
	Replicate Isolate Preservation (3)	Standard cryovial with broth and glycerol	No	Yes	Yes	Yes
<i>Salmonella</i>	Presence/Absence	MFLP-75	No	Yes	Yes	Yes
	Confirmation	Estimated recovery of putative positive is 19%	No	Yes	Yes	Yes
	Enumeration	Most Probable Number Technique (3 tube) of putative positive samples	No	Yes	Yes	Yes
	Group D antibody	Estimated recovery of putative positive is 19%	No	Yes	Yes	Yes
	Isolate Preservation and submission for secondary testing (1)	Standard cryovial with broth and glycerol; standard transport media slant for submission	No	Yes	Yes	Yes

Pathogen	Test Type	Laboratory Method to be utilized	Core/Target Meat sample 1 (to be agreed upon)	Core/Target Meat sample 2 (to be agreed upon)
Listeria	Enumeration	Most Probable Number Technique (3 tube) for putative positive samples	Yes	Yes

7. The contractor will follow a calendar schedule for shipping isolates to other laboratories. A report of each shipment will be emailed to the PHAC representative at the time of each shipment.



8. The contractor must be available for a face-to-face meeting on at least a bi-yearly basis at the PHAC offices upon request of PHAC. These meetings will be to update PHAC with the progress of the project and discuss any issues.
9. Quarterly meetings between the Project Authority, other agency personnel and the laboratory staff will be held to review performance.
10. Scheduling of weekly sample delivery will be determined by PHAC in consultation with the contractor during an initial meeting. PHAC will consider timing constraints of the field workers who collect samples and the laboratory requirements, time guidelines and locations for timing of reception of samples by Contractor.

3.2. Specifications and Standards

The contractor must maintain appropriate accreditation for the services being provided throughout the period of the contract.

The time of shipment from the sampling site to the laboratory is not to exceed 24hrs in a suitable temperature regulated cooler for the following reasons:

1. to maintain the microbial integrity of the sample;
2. to avoid the chance of sample temperature fluctuations and;
3. to maintain the environmental consistency amongst sampling units.

This criterion is critical in order for samples to be purchased and delivered to the contractor's laboratory.

It is essential that the laboratory be proficient and accredited for MPN methodology since quantification of viable bacterial load is a primary objective of this program. Molecular quantification techniques may not be suitable as an alternative since they are unable to distinguish between viable and non-viable bacteria.

3.3. Technical, Operational and Organizational Environment

If the contractor receives an order or direction to correct a deficiency from any of their regulating bodies, they must inform PHAC Representative by email within 24 hours of the notification. This will lead to assurances by PHAC that test results are held in the highest regard.

Any issues related to samples or cross contamination should be flagged to the Project Authority by email. Simultaneously, PHAC may identify cross-contamination events and this will be notified to the laboratory. The laboratory should ensure that all steps are taken to prevent cross-contamination.

3.4. Method and Source of Acceptance

All deliverables must meet the requirements as outlined in 2.0 of this Statement of Work.

3.5. Reporting Requirements

The contractor will report on a bi-monthly basis in the form of an excel spreadsheet in the following PHAC specified format:

1. Results from the laboratory testing with associated FoodNet Canada sample identification (ID)
2. Report describing the type and quantity of isolates forwarded to additional labs.

In addition, a monthly hard-copy will be generated and kept on file at the laboratory. Contact names, addresses, phone numbers, and electronic mail addresses will be supplied at the commencement of the contract or shortly thereafter.

3.6. Project Management Control Procedures



The Project Authority shall review all test results to ensure that all parameters tested for have been completed.

4. ADDITIONAL INFORMATION

4.1. Canada's Obligations

Public Health Agency of Canada will:

- be responsible for the purchase, shipment and delivery of samples to the lab;
- provide a schedule of sampling;
- provide phone numbers, fax numbers, cell phone numbers and email addresses of project authorities;
- provide shipping specifications and cover the cost for the shipment of batch samples to additional laboratories for subtyping; and
- provide resources to ship coolers (shipping containers) back to the sample collection sites.

4.2. Contractor's Obligations

Unless otherwise specified, the Contractor must use its own equipment and software for the performance of this Statement of Work.

4.3. Location of Work, Work site and Delivery Point

All work will be completed at the contractor's laboratory where accreditation has been designated.

Due to existing workload and deadlines, all contractor personnel must be ready to work in close and frequent contact with the Project Authority and other agency personnel.

4.4. Language of Work

All work and deliverables will be conducted in English.

5. APPLICABLE DOCUMENTS AND GLOSSARY

5.1. Relevant Terms, Acronyms and Glossaries

MPN – Most probable number

SCC – Standards Council of Canada

PHAC - Public Health Agency of Canada



ANNEX B – BASIS OF PAYMENT

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada’s future usage of the services described in the bid solicitation will be consistent with this data.

Staff time to:

- To download temperature logger information using FoodNet Canada specified software on a predetermined schedule.
- To ship coolers back to respective FoodNet Canada sentinel sites with FoodNet Canada provided waybills on a predetermined schedule.

Pathogen	Test Type	Laboratory Method	Core Meat - Beef (468 samples)	Price	Core Meat - Chicken (468 samples)	Price	Target Meat 1 (468 samples)	Price	Target Meat 2 (468 samples)	Price
Listeria spp.	Presence/Absence	MFHPB-30	468	\$	468	\$	468	\$	468	\$
	Confirmation	Estimated recovery of putative positive is 18%	85	\$	85	\$	85	\$	85	\$
	Replicate Isolate Preservation (2)	Preservation of 2 isolates per positive sample in standard cryovial with broth and glycerol	85	\$	85	\$	85	\$	85	\$
Generic E.coli	<i>E. coli</i> Isolation	PHAC <i>E. coli</i> Isolation	396	\$	396	\$	396	\$	468	\$
	Confirmation		Yes	\$	Yes	\$	Yes	\$	No	\$
	Preservation and secondary test submission	Standard cryovial for preservation, standard transport media slant for submission (recovery estimate is 55%-beef; 100%-chicken; 45%-pork; 100% -	396	\$	396	\$	396	\$	396	\$



		chicken nuggets)								
<i>Campylobacter</i>	Presence/Absence	Bolton broth rinse/ mCCDA plating	n/a	n/a	396	\$	396	\$	n/a	n/a
	Confirmation	Estimated recovery of putative positive is 40%	n/a	n/a	160	\$	160	\$	n/a	n/a
	<i>Campylobacter</i> PCR for speciation	Estimated recovery of putative positive is 40%	n/a	n/a	160	\$	160	\$	n/a	n/a
	Enumeration	Most Probable Number Technique (3 tube) for putative positive samples	n/a	n/a	160	\$	160	\$	n/a	n/a
	Replicate Isolate Preservation (3)	Standard cryovial with broth and glycerol	n/a	n/a	160	\$	160	\$	n/a	n/a
<i>Salmonella</i>	Presence/Absence	MFLP-75	n/a	n/a	396	\$	468	\$	468	\$
	Confirmation	Estimated recovery of putative positive is 19%	n/a	n/a	75	\$	89	\$	89	\$
	Enumeration	Most Probable Number Technique (3 tube) of putative positive samples	n/a	n/a	75	\$	89	\$	89	\$
	Group D antibody	Estimated recovery of putative positive is 19%	n/a	n/a	75	\$	89	\$	89	\$
	Isolate Preservation and submission for secondary testing (1)	Standard cryovial with broth and glycerol; standard transport media slant for submission	n/a	n/a	75	\$	89	\$	89	\$



Pathogen	Test Type	Laboratory Method to be utilized	Estimated number of samples	Firm price per sample test	Estimated number of samples	Firm price per sample test	TOTAL ESTIMATED COST PER TESTING TAXES NOT INCLUDED.
			Core/Target Meat sample 1 (to be agreed upon)		Core/Target Meat sample 2 (to be agreed upon)		
Listeria	Enumeration	Most Probable Number Technique (3 tube) for putative positive samples	85	\$	85	\$	\$