

Canadian Food Agence Canadienne
Inspection Agency d'inspection des aliments

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Canadian Food Inspection Agency Bid Reception Unit (Mailroom) 59 Camelot Drive Ottawa, Ontario KIA 0Y9

Request for a Standing Offer Demande d'offre à commandes

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

Canada, as represented by the Canadian Food Inspection Agency, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre de l'Agence Canadienne d'inspection des aliments, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés ci-après.

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Canadian Food Inspection Agency Procurement and Contracting Service Centre 59 Camelot Drive Ottawa, Ontario K1A 0Y9 Title - Sujet

Sample Collection and Chemical Testing of Food Products – Services de prélèvement d'échantillons et Chemical Testing of Food Products

Sollicitation No. - Numéro de l'invitation

107

Date 2019-08-05

Client Reference No. - No de référence du client

D0107

Requisition Reference No. - Numéro de la demande

File No. - Numéro de dossier

D0107

Sollicitation Closes at 10:00 a.m. - L'invitation prend fin à: 10 h 00

On: September 16, 2019 - le 16 septembre 2019

Delivery Required – Livraison exigée

See Herein

Address Enquiries to : - Adresser toutes

questions à : Carol Trottier Telephone No. – N° de telephone :

(613) 773-7546 Email: - Courriel:

carol.trottier@canada.ca

Destination of Goods, Services, and

Construction:

Destination des biens, services et construction :

Specified Herein

Précise dans les présentes

Security - Sécurité

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

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Telephone No. - N° de telephone Facsimile No. - N° de télécopieur

Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)

Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

Signature Date

Canada

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ATTACHMENTS:

Attachment 1 to Annex B - Financial Offer Presentation Sheet

Attachment 2 to Annex A - Determination of Aflatoxins in Food Products by LC-MS/MS Analysis

Attachment 3 to Annex A – Determination of Ergot Alkaloids ini Cereal Grains by HPLC and High-Resolution Mass Spectrometry

Attachment 4 to Annex A - Determination of T-2 and HT-2 Toxins in Cereal Grains by LC/MS

Attachment 5 to Annex A - Determination of Methylmercury in fish, seafood and processed fish products using High Performance Liquid Chromatography & Inductively Coupled Plasma Mass Spectrometry (HPLC-ICP-MS)

Attachment 6 to Annex A – Screening of Mycotoxins in Cereal Grains Using HPLC with High-Resolution Mass Spectrometry

Attachment 7 to Annex A – A Determinative and Confirmatory Method for Phthalate Esters in Foods by LC-MS/MS

Attachment 8 to Annex A - Determination of Zearalenone, α-Zearalenol, β-Zearalenol in Cereal Grains and Grain-Based Products by Liquid Chromatography Tandem Mass Spectrometer (LC-MS/MS)

Attachment 9 to Annex A - Determination of 4-Methylimidazole in Foods by UHPLC-MS/MS

Attachment 10 to Annex A – Method Information Summary Sheet and Rating Guide'

PART 1 – GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into six 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	6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
	6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work and Basis of Payment.

The Appendices include technical information pertaining to the Statement of Work.

The Attachments include the Financial Offer Presentation Sheet pertaining to the Basis of Payment and reference methods.

1.2 Summary

To establish multiple National Individual Standing Offers (NISOs) for the provision of commercial laboratory services related to chemical hazards found in food products for the Canadian Food Inspection Agency (CFIA).

The CFIA is a federal regulatory agency with a mission to safeguard food, animals and plants, which enhances the health and well-being of Canada's people, environment and economy. As Canada's largest science-based regulator, the CFIA works with various partners to support and develop science that contributes to evidence-based decisions that better protect Canada's food, animal and plant resources.

In order to attain a better understanding of the food safety risks that Canadians may be exposed to, the CFIA developed a series of surveys to target and profile commodities in the non-federally registered sector. Foods, such as bakery products, grains, grain products, juices, snack foods, beverages, coffee and tea, meal replacements, spices and seasonings, are subjected to analysis for certain hazards (allergen, chemical residues, contaminants and toxins). The collective results obtained through these Surveys will enable CFIA to:

 enhance capacity to identify risks, to determine their origin, and to reduce and mitigate these risks:

- to provide inspectors with additional tools to their activities, verify compliance, and take enforcement actions:
- to improve consumers' ability to be well-engaged, in order to make informed decisions they must play an active role in the safety of their food;
- to help industry and stakeholders play an active role in the safety of food by improving the Agency's guidance to assist them in implementing effective control systems.

As these data are to be used in health risk assessments, the supplier(s) must meet stringent quality assurance criteria. While, CFIA is continuously maintaining and monitoring these criteria, given the nature of the ever evolving food science and food industry, changes and modification to the list may happen in the upcoming RFSO.

The Supplier will be required to perform commercial laboratory services for the delivery of targeted surveys of allergens, chemical additives and residue contaminants (hazards) in food. The services will be conducted across Canada and be delivered to the National Capital Region (NCR).

The Supplier must collect the sample as defined in the sample plan and provide testing for one or more hazards in accordance with analytical methods and standard operating procedures (SOP). These methods must be accredited by the Standards Council of Canada (SCC) in the Program Specialty Area for Agriculture and Food Products, or under the Canadian Association for Laboratory Accreditation (CALA).

References

SCC https://www.scc.ca/en/search/palcan

CALA http://www.cala.ca

The Canadian Food Inspection Agency intends to issue multiple NISOs for each of 13 Surveys as identified in Annex A. Statement of Work.

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

Call-ups will be issued as outlined in Part 6, Section A, article 8.1 Method of Allocation.

The initial period of the Standing Offer will be from the date of issuance to March 31, 2022. The Canadian Food Inspection Agency may authorize the use of the Standing Offer beyond its initial period, for three (3) additional one-year periods.

This procurement is subject to the Canadian Free Trade Agreement. This procurement consists of Quality Control, Testing, Inspection and Technical Representative Services which are excluded from the application of the NAFTA as per Annex 1001.1b-2, Class H and is not listed under the WTO-AGP.

The Comprehensive Land Claims Agreements (CLCAs) will not be applicable to this procurement, as no Work will be conducted within a CLCA area.

The Procurement Strategy for Aboriginal business will not apply to this procurement as the services will not be delivered to or for an Aboriginal population and Canada has elected not to designate the procurement as being restricted exclusively to qualified Aboriginal suppliers.

The requirement will be limited to Canadian goods and/or services.

Offerors must submit a list of names, or other related information as needed, pursuant to section 01, Integrity Provisions – Offer, of 2006 (2019-08-04) Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements.

1.3 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 \$3M (CAD) per year (12 month period) for all Surveys based on the estimated number of samples identified below.

Table 1 Surveys and Estimated Usage

Hazard	Year 1 ¹ Estimated Samples N	d#of	Year 2 Estimated # of Samples N	Year 3 Estimated # of Samples N	Option Year 1 Estimated # of Samples N	Option Year 2 Estimated # of Samples N	Option Year 3 Estimated # of Samples N
4- Methylimidazole	500		500	500			
Acrylamide	750		750	750			
Aflatoxins	750		750	750	750	750	750
Ergot Alkaloids	500		500	500			
Furans	750		750	750	750	750	750
HT-2/T-2	500		500	500			
Methylmercury	500		500	500			
Multi-Mycotoxin	1000		1000	1000	1000	1000	1000
PBDEs	500		500	500	500	500	500
Perchlorate	500		500	500			
Phthalates	500		500	500			
ZON	500		500	500			
Undeclared	# of	3000	Same as	Same as	Same as	Same as	Same as
Allergens *	Samples		year 1	year 1	year 1	year 1	year 1
	Almond	1400					
	BLG	1000					
	Casein	1000					
	Egg	1200					
	Gluten	1800					
	Hazelnut	1400					
	Peanut	1400					
	Sesame	1300					
	Soy	1000					

^{*} Each sample may be required to be tested for a different allergen or allergen combination

1.4 Debriefings

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

¹ Year 1 sample numbers will be prorated based on date of contract issuance

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2006</u> (2019-03-04) 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 <u>2006</u>, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 120 days

2.2 Submission of Offers

Offers must be submitted only to the Canadian Food Inspection Agency (CFIA) Bid Receiving Unit specified below by the date and time indicated on Page 1 of the RFSO:

Canadian Food Inspection Agency Bid Reception Unit (Mailroom) 59 Camelot Drive Ottawa, Ontario K1A 0Y9

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile and/or e-mail to CFIA will not be accepted.

2.3 Former Public Servant

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

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the <u>Financial</u> <u>Administration Act</u> 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
- 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;

g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than (5) five calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5 Applicable Laws

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

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Due to the nature of the RFSO, offers transmitted by epost Connect service, by e-mail and by facsimile will not be accepted.

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

Section I: Technical Offer (4 hard copies and 3 soft copies on USB Sticks) for each survey

Section II: Financial Offer (2 hard copies and 1 soft copy on USB Stick)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media 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 hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

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 (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). 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) P1 - A firm all-inclusive price per sample collected (including both Regular and Premium tiers) for the initial standing offer period and for each option period, applicable taxes excluded.

- (b) P2 A firm all-inclusive Lab Analysis price per test for the initial standing offer period and for each option period, applicable taxes excluded.
- (c) The information must be provided in the format contained in Attachment 1 to Annex B Financial Offer Presentation Sheet. Refer to Annex B Basis of Payment for details of P1 and P2.
- (d) Prices must be in Canadian funds, Applicable Taxes excluded, and Canadian customs duties and excise taxes included.

3.1.1 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.

ATTACHMENT 1 to Annex B

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.ca.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers for each of the 13 Surveys will be evaluated individually.
- (b) All Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers and criteria specified in Technical Evaluation and Financial Evaluation Criteria.
- (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 Proponent 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) An Offer which fails to meet ANY of the individual Mandatory Technical Requirements AND of its applicable Survey Specific Mandatory Technical Requirement will be declared non-responsive.

Only Offers that meet all Mandatory Technical Requirements and applicable Survey Specific Mandatory Technical Requirement will be assessed as described in clause 4.2, Basis of Selection, below.

NOTE: At offer closing time, the Offeror must submit separate Standing Offer Packages for each offer. The Offeror must include all supporting documentation specified in the Technical Evaluation and Financial Evaluation Criteria. The Standing Offer Authority may request additional documentation from the Offeror to validate or support the Offeror's compliance with any of the evaluation criteria listed below prior to Standing Offer issuance. Failure to comply with the request of the Standing Offer Authority will render the offer non-responsive.

4.1.1 Technical Evaluation

At offer closing time, a complete Standing Offer Package must be submitted for **EACH** proposed survey, including **ALL** required documents. Any Offer which fails to meet ANY of individual Mandatory Technical Requirements AND any of its applicable Survey Specific Mandatory Technical Requirement will be declared non-responsive.

Each survey is evaluated individually in accordance with:

- 1. Mandatory Technical Requirements for all Surveys
- 2. Survey Specific Mandatory Technical Requirements

Offers which meet the Mandatory Technical Requirements and Survey Specific Mandatory Technical Requirements will be evaluated by the following:

- 3. Point Rated Evaluation
- 4. Financial Evaluation

4.1.1.1 Mandatory Technical Requirements for ALL Surveys

At submission closing time, an Offer must comply with all Mandatory Technical Requirements from M1 through M10 inclusive. Each requirement must be addressed separately.

Any Offer which fails to meet any of the following Mandatory Technical Requirements will be declared non-responsive.

Item	Description			Met	Not Met
M1	The Offeror must summaristable below.	ze all surveys they have submi	tted for this Standing Offer in th	e	
	Offeror's Name	Hazard for Survey	Submitted (Y/N)		
		4-Methylimidazole			
		Acrylamide			
		Aflatoxins			
		Ergot Alkaloids			
		Furans			
		HT-2/T-2			
		Methylmercury			
		Multi-Mycotoxin			
		PBDEs			
		Perchlorate			
		Phthalates			
		ZON			
		Undeclared Allergens			
M2			editation to demonstrate that th cil of Canada (SCC) in its Progr		
			th and Plant Protection" OR by to ALA) in the field of testing for F		
М3			ld be performed must be locate vide the name and physical add		

	of this laboratory.	
M4	The Offeror must offer analytical tests (methods) accredited by the Standards Council of Canada in its Program Specialty Area for Agriculture & Food Products or the Canadian Association for Laboratory Accreditation Incorporated (CALA) in the field of Testing for Food. To demonstrate accreditation by an accrediting body:	
	 The Offeror must identify the Standard Operating Procedure (SOP) by title and must provide one controlled copy (standard term used when lab is accredited) of that SOP. The Offeror must provide either a section of its Quality System Manual or an excerpt from its Quality System Manual that defines the term "controlled copy" as it applies to the Offeror. For each test offered, the Offeror must summarize the accreditation that either has been posted on the website of the accrediting body or has been approved by the accrediting body prior to posting. In the event that the accrediting body has not yet posted the test accreditation on its website, the Offeror must provide a signed letter from the accrediting body confirming the test has been approved. 	
M5	The Offeror must submit a Standard Operating Procedure (SOP) used for the collection, shipping and recording of food samples to demonstrate the compliance of the Appendix II, III, IV, and V to Annex A Statement of Work. The SOP(s) must cover activities on the following, but not limited to:	
	 Collection of samples for chemical and/or allergen testing; Procedures for storage and temperature control of samples after collection until shipping; Procedures on how to take adequate photos and complete SSF for a sample; Packing and shipping instructions / procedures; Sample record keeping procedures; 	
M6	The Offeror must submit a Standard Operating Procedure (SOP) detailing the receipt and handling of incoming samples to the laboratory. The SOP must include appropriate protocols for sample inspection upon receipt at the Offeror's laboratory, the type of documentation required, and protocols for dealing with samples that are compromised or that deviate from the call-up.	
M7	The Offeror and (or) its proposed subcontractors must demonstrate the capacity to provide the sample collection service from all six (6) Metropolitan Areas by:	

1. Completing the "Sample Collection Capacity Fact Sheet" below.

Sample Collection Capacity Fact Sheet

Offeror's Name	Hazard Name (List ALL Surveys submitted by the same Offeror)	Metropolitan Area	Total monthly working hours of all sampler(s) in the area (TT)	Monthly Collection Capacity (MCC)
		Vancouver		
		Calgary		
		Ottawa		
		Montreal		
		Toronto		
		Halifax		
		Total		

TT – Total monthly working hours of all sampler(s) in the area if all submitted Offer(s) is (are) awarded; Monthly Collection Capacity in each Metropolitan Area (MCC) is calculated as:

MCC = TT * 6 (CFIA estimated a maximum of 6 samples can be processed per hour per person)

The Monthly Collection Capacity in each Metropolitan Area must be greater or equal to the minimum Required Collection Capacity (minRMCC) in the respective Area.

minRMCC = P * ENS /10

P - Percentage of Samples collected from the area for each Survey as below:

Calgary: 12% of total number of a Survey
Halifax: 7% of total number of a Survey
Montreal: 23% of total number of a Survey
Ottawa: 7% of total number of a Survey
Toronto: 32% of total number of a Survey
Vancouver: 19% of total number of a Survey

ENS: Year 1 Estimated Number of Samples in Table 1 Surveys and Estimated Usage. In case of multiple Surveys are offered, the sum of ENS of each survey submitted must be used in this

	calculation.	
M8	To demonstrate that the proposed laboratory is capable of providing proper storage for samples at all stages until disposal, the Offeror must submit the temperature monitoring record for the refrigerator / cold room and the freezer / freezer room intended to be used for the Work over a period of 14 consecutive calendar days during the last 12 months.	
M9	The Offeror must demonstrate that the personnel performing sample collection are qualified through an appropriate training protocol.	
	To demonstrate, the Offeror must submit:	
	 Complete training records for one or more qualified samplers, who is trained according to the Sample Collection SOP(s) proposed in the Offer. 	
	Written sample collection training procedures	
	 Material that demonstrate sample collection training as part of the quality management system (A statement of making training mandatory for all samplers is sufficient. i.e. "Samplers must complete all applicable training programs before carry out any collection activity"). 	
	 Procedures for corrective action and preventative actions (CAPA) should errors related to sample collection occur. 	
M10	The Offeror must provide the services of a Quality Officer/ Manager to ensure the veracity and accuracy of all sample collection data submitted.	
	To demonstrate, the Offeror must provide:	
	a) The Name of the Quality Officer / Quality Mangerb) Job description or responsibility of the Quality Officer / Quality Manger	
	b) Job description of responsibility of the Quality Officer / Quality Manger	

4.1.1.2 Survey Specific Mandatory Technical Requirements

At submission closing time, in addition to meeting ALL Mandatory Technical Requirements included in Part 1 – Mandatory Technical Requirements for ALL Surveys:

- an Offer to a survey other than the Undeclared Allergen Survey must comply with the Survey Specific Mandatory Technical Requirement identified as MSS^{CH} for **EACH** proposed survey
- an Offer to the Undeclared Allergen Survey must comply with the Survey Specific Mandatory Technical Requirement MSS^{AL}

Any Offer which fails to meet the applicable Survey Specific Mandatory Technical Requirement will be declared non-responsive and will not be awarded a call-up.

Item	Description	Met	Not Met
MSS ^C	The proposed analytical testing method must meet the applicable minimum requirement for LOD and LOQ identified in Table 2 Reference Methods and Criteria in Appendix I to Annex A Statement of Work for the Survey being offered. To demonstrate this the Offeror must: • Clearly indicate the detection limit (DL or LOD) and the limit of quantitation (LOQ) of all required analytes in each validated matrix in the SOP including the two food matrices specified by the CFIA in Attachment 10 Method Information Summary Sheet and Rating Guide; • Complete the applicable section of Attachment 10 Method Information Summary Sheet and Rating Guide in MS Excel format electronically; • Provide a chromatogram for the reagent blank; • Provide a chromatogram of the matrix blank and the matrix blank spiked at the LOQ level of each required analyte for the two food matrices specified in Attachment 10. Notes regarding Attachment 10: • Do not change the format or text. • LOD and LOQ values provided for the two matrices requested by CFIA will be used for Point Rated Evaluation (if applicable). The Allergen analytical method must comply with ALL Allergen Testing Kit Specifications		
	 Do not change the format or text. LOD and LOQ values provided for the two matrices requested by CFIA will be used for 		
MSS ^A	The Allergen analytical method must comply with ALL Allergen Testing Kit Specifications outlined in Appendix I (A) to Annex A of the Statement of Work; and each proposed assay must meet the LOQ published by the kit supplier. To demonstrate this, the Offeror must:		

- Provide the analytical records for products of a single ingredient spice turmeric **AND** a canned tuna (does not contain or "may-contain" any allergen listed in Appendix I(A);
- The analytical records for both the turmeric and tuna samples spiked at LOQ level of each allergen as part of the offer submission package.

The Offeror must meet the specified criteria for **ALL** food allergens included in the table below in order to qualify for the Undeclared Allergen Survey.

Food Allergen	Criteria	Test kit LOQ	Offer or's LOQ	Met	Not Met
Peanut	Must be a quantitative assay with a manufacturer calibration to 2.5 ppm peanut or less (LOQ).				
Almond	Must be a quantitative assay with manufacturer calibration to 2.5 ppm almond or less (LOQ).				
Egg	Must be analyzed by Morinaga Egg (Ovalbumin) ELISA Kit or Morinaga Egg (Ovalbumin) ELISA Kit II.				
Milk (2 allergens)	Must quantitate both casein and ßeta- lactoglobulin individually. CFIA encourages Offerors to use test kits which provide better sensitivity and specificity				
i) Casein	Must be a quantitative assay with a manufacturer calibration to 1.0 ppm casein or less (LOQ). The result is to be reported as Casein, not total Milk content.				
ii) Beta- Lactoglobuli n	•				
Hazelnut	Must be a quantitative assay with a manufacturer calibration to 2.5 ppm hazelnut or less (LOQ).				

Soy	Must be a quantitative assay with a manufacturer calibration to 1.0 ppm soy protein or less (LOQ). CFIA encourages all Offerors to use test kits which provide better sensitivity and specificity				
Sesame	Must be a quantitative assay with a manufacturer calibration to 2.5 ppm sesame or less (LOQ)				
Gluten	Must be a quantitative assay with a manufacturer calibration to 5 ppm Total Gluten or less (LOQ) AND: Meet the requirements of Codex Alimentarius Standard 118, CODEX Standard for Foods for Special Dietary Use for Persons Intolerant				
	to Gluten, section 5.2 Method for determination of gluten https://www.fao.org/fao-who-codexalimentarius/sh-proxy/en/?lnk=1&url=https%253A%252F%25 https://www.fao.org/fao-who-codexalimentarius/sh-proxy/en/?lnk=1&url=https%253A%252F%25 https://www.fao.org/fao-who-codexalimentarius/sh-proxy/en/?lnk=1&url=https%253A%252F%25 https://www.fao.org/fao-who-codexalimentarius/sh-proxy/en/?lnk=1&url=https%253A%252F%25 https://www.fao.org/fao-who-codexalimentarius/sh-proxy/en/?lnk=1&url=https%252Fcodexa%252Fcodexa%252FStandards%252FCODEX%2BSTAN%2B118-1979%252FCXS https://www.fao.org/fao-who-codexameration-proxy/en/?lnk=1&url=https%252Fcodexa%252FCodexa%2BSTAN%2B118-1979%252FCXS				

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4.1.1.3 Point Rated Evaluation:

Only Offers which meet all Mandatory Technical Requirements and applicable Survey Specific Mandatory Technical Requirement are point-rated in accordance with Attachment 10 Method Information Summary Sheet and Rating Guide and Table 4: Sample Collection Technical Point List for All Surveys below:

A) Analytical Technical Points:

Refer to Attachment 10 Method Information Summary Sheet and Rating Guide for details. The Offeror is required to provide information for each submitted survey electronically in the format contained in Attachment 10.

B) Sample Collection Technical Points:

The Offeror or its proposed subcontractors must submit a complete set of sample photos for a **breakfast cereal** product using C2019ABCD00001 as the sample number and "2019_TS123" as the Plan Code. The Offeror will receive ONE (1) point with each following criteria being met. Refer to Appendix IV of Annex A to the Statement of Work for sample photo requirements.

Table 4: Sample Collection Technical Point list for All Surveys

Criteria	Point received
1 or more photos must capture the entire product, including the packaging	
All text must be in focus and not blocked by any marking, tape, sticker or other object	
Brand Name of the product must be captured	
Lot number must be captured	
Best Before Date or Expiry Date must be captured	
List of Ingredients must be captured	
Product supplier's information must be captured	
All photos must be properly named as specified in Appendix IV to Annex A	
Sample number and Plan code must be presented in all photos, but not digitally added	
TOTAL POINTS	

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

Item	Description	Met	Not Met
MF1	For each year of the Initial Standing Offer period and Optional Extension Periods, the Offeror must not exceed +/- 5% in the firm flat price per sample, applicable taxes excluded, for Sample Collection, Sample Photos and Sample Submission Forms, detailed in Attachment 1 to Annex B - Financial Offer Presentation Sheet, from each previous period		
MF2	For each year of the Initial Standing Offer period and Optional Extension Periods, the Offeror must not exceed +/- 5% in the firm flat lab analysis price per test, applicable taxes excluded, for Sample Analysis and Results detailed in Attachment 1 to Annex B - Financial Presentation Sheet, from each previous period.		

4.1.2.2 SACC Manual Clause M0220T(2016-01-28), Evaluation of Price

The Offeror must submit their financial offer in accordance with Attachment 1 to Annex B - Financial Offer Presentation Sheet.

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

For **evaluation purposes** only, the Total Evaluated Offer Price for each Survey will be determined separately, in accordance with Attachment 1 to Annex B - Financial Offer Presentation Sheet and as follows:

*Note that the Price / Sample (including Sample collection and Lab Analysis) will be used in Basis of Selection.

The Price / Sample (including Sample collection and Lab Analysis) for a survey for each year is determined by either the following formulas:

- For All Surveys (with the exception of Undeclared Allergen Survey):
 Offeror's Price / sample = 0.95 x P1_a + 0.05 x P1_b + P2 (Refer to Basis of Payment for P1a, P1b or P2)
- For Undeclared Allergen Survey:
 Offeror's Price / sample = 0.95 x P1_a + 0.05 x P1_b + (1400 x P2_{almond} + 1000 x P2_{BLG} + 1000 x P2_{Casein} + 1200 x P2_{Egg} + 1800 x P2_{Gluten} + 1400 x P2_{Hazelnut} + 1400 x P2_{peanut} + 1300 x P2_{sesame} + 1000 x P2_{Soy})/3000 (Refer to Basis of Payment for P1_a, P1_b or P2_[Allergen])

Sample Collection:

- i. P1_a The Price of Regular Tier P1_a is calculated as the sum of the offered firm all-inclusive price per sample (Regular Tier) over the years where the services are required divided by the number of the years required.
- ii. P1_b The Price of Premium Tier P1_b is calculated as the sum of the offered firm all-inclusive price per sample (Premium Tier) over the years where the services are required divided by the number of the years required.
- iii. For evaluation purposes, the Sample Collection Price/Sample is calculated as the sum of 95% of the Average Price of Regular Tier (P1_a) samples and 5% of the Average Price of Premium Tier (P1_b) samples.

Lab Analysis:

iv. P2 – The Lab Analysis Price/Test is calculated as the sum of the firm all-inclusive Lab Analysis price per test for the years where the services are required divided by the number of years required. For example, P2_{Almond} is calculated as the sum of the firm all-inclusive Lab Analysis price for Almond for Year 1, Year 2, Year 3, Optional Year 1 and Optional Year 2, divided by 5. P2_{Acrylamide} is calculated as the sum of the firm all-inclusive Lab Analysis price for Acrylamide for Year 1, Year 2, and Year 3, divided by 3.

4.2 Basis of Selection

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 Requirements and applicable Survey Specific Mandatory Technical Requirements for the survey submitted
- (c) Meet ALL Mandatory Financial Criteria for each Survey for which the Offeror has submitted an Offer.

4.2.1 Combined Score:

Offers which meet (a), (b), and (c) above, will be assessed and weighted to determine the Combined Score by the following formula:

- Analytical Technical Points = Σ(Avg Score_{lod}/Analyte + Avg Score_{loq}/Analyte) per Survey (All Offers meeting Mandatory Technical Requirements and applicable Survey Specific Mandatory Technical Requirements for Undeclared Allergen survey are rated 8 Technical Points)
- Max Analytical Technical Points = ∑(Max Score_{lod}/Analyte + Max Score_{loq}/Analyte) per Survey (the Max Technical points for Undeclared Allergen Survey is assigned as 8)

Example: HT-2/T-2 – Offeror A's Technical Points will be calculated as follows:

LOD HT-2 (Matrix 1) = 0.75 ppm (LOD Score of 5)

LOD HT-2 (Matrix 2) = 2.0 ppm (LOD Score of 2)

LOQ HT-2 (Matrix 1) = 2.5 ppm (LOQ Score of 5)

LOQ HT-2 (Matrix 2) = 6.0 ppm (LOQ Score of 2)

LOD T-2 (Matrix 1) = 0.3 ppm (LOD Score of 5)

LOD T-2 (Matrix 2) = 0.2 ppm (LOD Score of 8)

LOQ T-2 (Matrix 1) = 2.0 ppm (LOQ Score of 5)

LOQ T-2 (Matrix 2) = 0.8 ppm (LOQ Score of 8)

Offer A's Technical Points = (HT-2 ((
$$5+2$$
)/2) + (($5+2$)/2)) + (T-2 (($5+8$ /2) + (($5+8$ /2)))

= HT-2 (3.5 + 3.5) + T-2 (6.5 + 6.5) = 20

Maximum Technical Points = HT-2(8 + 8) + T-2(8 + 8) = 32

i. All offers that meet the mandatory technical and financial criteria will be awarded a

Standing Offer.

ii. Should multiple offers receive the same combined score for a Survey other than Undeclared Allergen Survey, CFIA will give preference to the offer providing a higher level of sensitivity (i.e. lower LOD/LOQ).

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.

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Additional Certifications Required with the Offer

5.1.2.1 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*.

5.1.2.1.1 SACC Manual clause A3050T (2018-12-06) Canadian Content Definition

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

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-

if/politique-policy-eng.html), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the Employment and Social Development Canada-Labour's 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.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Status and 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. Failure to comply with the request may result in the offer being declared non-responsive.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

The Offer or offers to perform the Work in accordance with the Statement of Work at Annex A.

6.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

6.3 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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

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

6.3.2 Standing Offers Reporting

6.4 Term of Standing Offer

6.4.1 Periodic Usage Reports – Standing Offer

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer.

The following information is to be provided 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 no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Canadian Food Inspection Agency (CFIA) 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.

6.4.1.1 Term of Standing Offer

6.4.1.2 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from Standing Offer Issuance to March 31, 2022 inclusive.

6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional three (3) one-year period(s), 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) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Carol Trottier
Title: Procurement Officer

Canadian Food Inspection Agency

Directorate: Contracting and Procurement Policy Division

Address: 59 Camelot Drive

Ottawa, Ontario K1A 0Y9

Telephone: 613 773-7546

E-mail address: carol.trottier@canada.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.

6.5.2 Project Authority The Project Authority for the Standing Offer is: Title: 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. 6.5.3 Offeror's Representative Name: _____ Title: Organization: Address: Telephone: ____-Facsimile: ____-

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 <u>Public Service Superannuation Act</u> (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 Identified Users

E-mail address:

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

6.8 Call-up Procedures

6.8.1 Method of Allocation

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

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

Decision Criteria: Highest Combined Score for the Survey

If more than one (1) Offeror meets all of the Mandatory Technical Requirements and the applicable Survey Specific Mandatory Technical Requirements for the Survey, the Work will be allocated as follows:

The Identified User may issue one Call-up to the qualified Offer with the highest combined score (refer to Basis of Selection) for the Survey.

In the event that a Standing Offer or Call-up is set aside due to the issues as described in the Statement of Work Section 9 Constraints in Annex A, a Call-up with be issued to the qualified Offer with the next highest combined score for the Survey.

If an Offeror can satisfy the above decision criteria for multiple Surveys, the Identified User may issue one Call-up to include all Surveys for the fiscal year in which the Offeror can meet the requirement.

- i. For each Survey, only the Standing Offer with the highest combined score will be awarded the call-up, unless otherwise notified by Project Authority.
- ii. Should multiple offers receive the same combined score for a Survey other than Undeclared Allergen Survey, CFIA will give preference to the offer providing a higher level of sensitivity (i.e. lower LOD/LOQ)
- iii. For each Survey, in the event that an Offer in any call-up is suspended due to the issues as described in the Statement of Work Section 9 Constraints in Annex A, the Offer with the next highest combined score will be awarded the remainder of the call-up of this survey.

6.8.2 Call-up Process:

- 6.8.2.1 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.
- 6.8.2.2 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).
- 6.8.2.3 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.

6.8.3 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.

6.9 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.

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. The following forms could be used which are available through PWGSC Forms Catalogue website:

PWGSC-TPSGC 942 Call-up Against a Standing Offer

6.10 Limitation of Call-ups

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

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 call up against the Standing Offer, including any annexes:
- b) the articles of the Standing Offer;
- the general conditions <u>2005</u> (2017-06-21), General Conditions Standing Offers Goods or Services
- d) the general conditions 2035 (2018-06-21), General Conditions Higher Complexity Services;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated _____ (insert date of offer), (if the offer was clarified or amended, insert at the time of issuance of the offer. "as clarified on ____ " or "as amended on ____ " and insert date(s) of clarification(s) or amendment(s) if applicable).

6.12 Certifications and Additional Information

6.12.1 Compliance

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

6.12.2 SACC Manual Clauses

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

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

6.13 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.).

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.

6.1 Statement of Work

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

2035 (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

6.3 Term of Contract

6.3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer. The period of the resulting call-up will be identified on the approved call-up.

6.3.2 Delivery Date

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

6.4 Proactive Disclosure of Contracts with Former Public Servants

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

6.5 Payment

6.5.1 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.

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

6.5.1.1 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.

6.5.2 Method of Payment

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

6.5.2.1 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.

- or -

6.5.2.2 Monthly Payments

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.

6.6 Invoicing Instructions

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 in 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:

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.

6.7 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance

6.8 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

ANNEX A - STATEMENT OF WORK

1. Title

National Individual Standing Offer for Sample Collection and Analytical Testing Services for the Detection and Quantitation of Allergens, Chemical Additives and Residue Contaminants in Food for the Canadian Food Inspection Agency (CFIA)

2. Definitions

Analyte	A chemical or an allergen that is of interest in an analytical procedure. Each Hazard or Survey of this contract may cover one or more Analyte(s). e.g. Undeclared Allergen Survey potentially targets a combination of any of 9 allergens, while Acrylamide Survey includes a single Analyte – acrylamide.
Analytical Method	A method described by the Offeror in its Standard Operating Procedure (SOP) for the detection and quantitation of food hazards.
Annual Sample Plan	A plan presented as a Microsoft Excel spreadsheet that specifies testing schedule, commodity type, pick-up location, targeted hazards, etc., as shown in the example plan in Appendix II to Annex A.
Commodity	A broad classification of food groups as defined by the Project Authority, including dairy, egg, meat, honey, fresh, processed, and Imported and Manufactured Food Division (IMFD).
Date Planned	The first day of the month during which the Project Authority or designate specifies a sample to be collected, analyzed and finalized by the Offeror.
Date of Analysis	The Date when the assigned testing is completed and confirmed. It is presented as DateAnalyze in Report #2.
Food	As defined in the Canadian Food and Drug Act, "any article manufactured, sold or represented for use as food or drink for human beings, chewing gum, and any ingredient that may be mixed with food for any purpose whatever."
Hazard	An entity, a condition or a circumstance that has the potential to cause harm. Hazards can be biological, chemical or physical. This Standing Offer targets a specific range of chemical and allergenic hazards listed in Table 1 Surveys and Estimated Usage in Table 1 Annex B Basis of Payment.
Laboratory	The premises where the Offeror is equipped to conduct analysis for the targeted hazards(s).
LOD (Limit of Detection)	The lowest concentration of an analyte that may be detected with reasonable certainty for a given Analytical Method in parts per million (ppm), or otherwise noted.
LOQ (Limit of Quantitation)	The lowest concentration of an analyte that can be determined quantitatively with suitable precision and accuracy for a given Analytical Method in parts per million (ppm), or otherwise noted.
Metropolitan area	As defined by Statistics Canada, a metropolitan area (CMA) "is formed by one or more adjacent municipalities centered on a large

	urban area (known as the urban core). Refer to
	http://www12.statcan.gc.ca/census-recensement/2011/geo/map-
Offeror	<u>carte/ref/cma_ca_ct-rmr_ar_sr/index-eng.cfm</u> for details. As defined in the Standard Acquisition Clauses and Conditions
Olleioi	Manual, "the person or entity submitting an offer to provide, goods,
	services or both under a call-up resulting from a standing offer."
Project Authority	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.
Product Type	Description used by the Project Authority or designate for a group of
	similar food products, e.g. dried fruit, infant formula – soy, flour –
	wheat, etc.
Reference Method	A method provided by CFIA, to which the Offeror's method must be
Departing period	deemed equivalent
Reporting period	The period during which the analytical services are provided and invoiced by the Offeror. Generally, this is in accordance with the
	Date Planned specified in the Annual Sample Plan
SOP	A standard operating procedure submitted by the Offeror as part of
	its offer. Standard Operating Procedures may cover laboratory
	testing, sample handling and other related activities.
Survey	A food safety surveillance plan designed to gather baseline data for
	a specific targeted hazard in various food products available in
	Canada. Note: Certain Surveys, i.e. Undeclared Allergen Survey
	may include sub-surveys targeting different analytes or different
Turnaround Time	analytes combination.
Turnaround Time	The time elapsed from the date planned prescribed in a Call-up to the date that all assigned test(s) is(are) finalized and reported to the
	Project Authority or designate, along with all required sample
	information, forms and photos.
Unfit	An unsatisfactory status determined by CFIA or the Offeror when the
	condition, quantity, quality or integrity of a sample and/or its information
	does not meet the specification of the survey, or potentially invalidate any
	analytical result. CFIA does not accept charges associated with any unfit sample.
	очтрю.

3. Statement of Work (SOW) Terminology

3.1. Acronyms

CALA – Canadian Association for Laboratory Accreditation

ELISA – Enzyme-linked Immunosorbent Assay

FAPAS - Food Analysis Performance Assessment Scheme

GC – Gas Chromatography

HPLC - High Performance Liquid Chromatography

IC - Ion Chromatography

ICP - Inductively coupled plasma

LC – Liquid Chromatography

MRL - Maximum Residue Limits

MS or MSD - Mass Spectrometry

RoA – Report of Analysis

SCC - Standards Council of Canada

SPE – Solid Phase Extraction

SSF — Sample Submission Form

4. Objective

The objective of the Work is for the provision of sample collection, including shipping and handling, and chemical/allergen analysis services for targeted hazards in food for the Canadian Food Inspection Agency (CFIA) on an "if and when requested" basis in accordance with the identified Hazards and Surveys that are listed in Appendix I to Annex A, Reference Methods and Criteria.

5. 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. One way the Agency achieves this is by the sampling and testing of food products through various chemical residue surveillance programs.

The chemical residue surveillance programs of the CFIA consist of several well-defined testing components. Refer to www.inspection.gc.ca/english/fssa/microchem/terme.shtml for details. The majority of residue testing falls under the following four components:

- (i) Monitoring Program probes the food supply for potential contamination and is managed under the National Chemical Residue Monitoring Program (NCRMP);
- (ii) Targeted Surveys special or pilot surveys focused on gathering information about the potential occurrence of hazards in specific commodity types and/or geographical areas:
- (iii) Directed Sampling focuses on identified chemical contamination issues; and
- (iv) Compliance Sampling seeks removal of food in violation of standards from the marketplace.

The CFIA requires sample collection and analytical testing support for the targeted survey portion of the CFIA surveillance activities. Targeted surveys balance other CFIA activities by looking at foods and food hazards that are outside the scope of regular monitoring activities. Targeted surveys are used to:

- Generate baseline information on the presence and levels of hazards in foods;
- Evaluate the safety of the food supply and compliance with Canadian food safety standards:
- Characterize new and emerging hazards;
- Provide information for human health risk assessments;
- · Highlight potential contamination issues; and
- Support the development of risk management strategies.

The CFIA requires commercial laboratories to provide sampling and analytical testing services in food products. 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.

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. Scope

On an "if and when requested" basis, the Offeror must provide the following services:

6.1. Sample collection

The Offeror must perform sample collection and transportation services as detailed in Article 7 Tasks and Technical Specifications, and as per the following:

- 6.1.1. The Offeror must collect samples in accordance with the call-up and provide accurate and detailed information on the samples collected. This may include, but is not limited to packaging, shipment, sample description, product supplier's information, information of the store where the sample is purchased, etc.
- 6.1.2. The Offeror must store the sample products in appropriate conditions to maintain the sample integrity from sample collection until the sample material is prepared for analysis.
- 6.1.3. The Offeror is responsible for transporting samples from where they are collected to where they are analyzed and disposed without additional cost.

6.2. Analytical testing

The Offeror must perform the analytical testing services as detailed in Article 7 Tasks and Technical Specifications, and as per the following:

6.2.1. Analytical testing services must be performed in a laboratory located in Canada and accredited under the Standards Council of Canada (SCC) under the Program Specialty Area for Agriculture and Food Products (PSA-AFP) or the Canadian Association for Laboratory Accreditation (CALA).

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
- (b) CALA http://www.cala.ca/accred_program.html
- 6.2.2. The Offeror must provide analytical testing services in accordance with analytical methods and Standard Operating Procedures (SOP) that have been accredited by the SCC in the Program Specialty Area for Agriculture and Food Products, or accredited by CALA for food testing.
- 6.2.3. The Offeror must perform analytical testing services on food in accordance with the callup.
- 6.2.4. The Offeror must maintain current Standard Operating Procedures (SOP) for all analytical areas of testing covered by the Standing Offer. The analytical methodology used in the testing services provided by the Offeror must be as described in the Offeror's SOP(s). In turn, the Offeror's SOP(s) must be based upon, but need not be identical to the Reference Methods provided by the Project Authority or designate. The Reference Methods are cited by name in Appendix I to Annex A. Specific Reference Methods are not provided by the CFIA when the test is "off the shelf" as part of a manufacturer's kit.

6.3. Service Standards for Sample Collection and Analytical Testing

6.3.1. Sample Collection

- (a) Sample collection activities must be conducted during the month of Date Planned specified in the call-up.
- (b) Sample collection activities must be followed by same day or overnight shipping for perishable samples.
- (c) Sample collection activities must be followed by shipping within 14 calendar days of sample collection for non-perishable samples.

6.3.2. Analytical Testing

Unless otherwise agreed in writing by the Project Authority or designate, the Offeror must perform and finalize ALL laboratory analysis required as per the call-up within the same calendar month of "Date Planned", and no later than two (2) calendar days before the sample expiry date, whichever comes first. Samples for the Undeclared Allergen Survey must meet the additional service standards below:

- (a) All testing must be finalized within 14 calendar days from sample collection; or
- (b) In the event that tests can only be assigned by the Project Authority or designate after reviewing product details, lab analysis must be finalized within 14 calendar days from receipt of the test assignment.

6.3.3. Turnaround Time

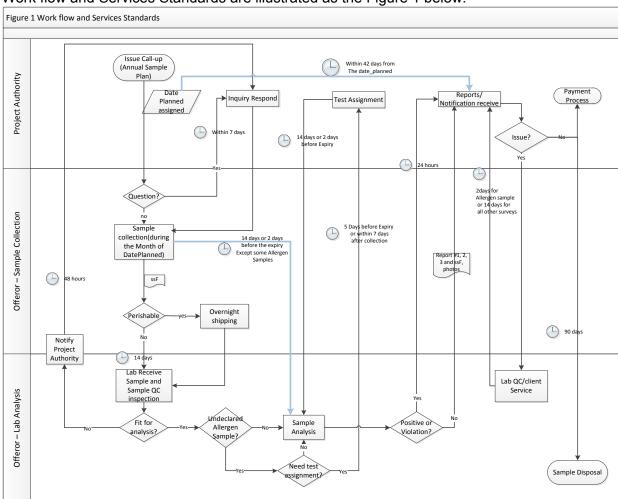
Unless otherwise agreed on by the Project Authority or designate in writing, the maximum turnaround time for all surveys must be 42 calendar days from the "Date Planned" specified in the call-up.

6.3.4. Notification

The Project Authority or designate must be notified via email within 24 hours of being confirmed of Positive Allergen results or confirmed sample results which exceed the Canadian MRL (where one exists).

6.4. Sample Retention and Disposal

After all of the required testing on a specific sample is completed and reported, the Offeror's laboratory must continue to hold any remaining sample material under appropriate conditions to prevent spoilage, for an additional 90 calendar days from the date all required test(s) is(are) reported. After 90 calendar days, if no additional action has been requested by the Project Authority or designate, the remaining sample portions may be disposed by the Offeror at the Offeror's expense in accordance with the applicable federal, provincial and municipal laws and regulations.



Work flow and Services Standards are illustrated as the Figure 1 below.

7. Tasks and Technical Specifications

The Offeror must provide sample collection and analytical testing services, on an "if and when requested" basis, in accordance with each call-up. The Offeror is responsible for, but not limited to, performing the tasks in the manner specified for the following:

7.1. Sample Collection and Transportation

7.1.1. Sample Collection

- 7.1.1.1. All samples must be food products sold at retail and can vary considerably in commodity type, size, weight, and retail price. Depending on the type of the food product, samples are categorized into 2 pricing tiers:
 - Regular Tier (P1)
 - Premium Tier (P2)

The determination of the tier will be at the discretion of Canada and will be specified on each call-up. Consult Appendix VI to Annex A: Sample Product Tiers

Guide for the product list of each tier. It is estimated that the regular tier products will constitute 95% of each survey, with the remaining 5% from the premium tier. This estimate is for planning purposes and must not be considered final. The Product type and its expected tier are indicated on the Call-up. 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 or designate prior to product sample collection.

- 7.1.1.2. Samples must be obtained at the retail level. These may include, but are not limited to, samples from grocery stores, ethnic stores, and specialty stores. Online orders must not be carried out without receiving written approval from the Project Authority or designate.
- 7.1.1.3. Collection of samples will be required from six metropolitan areas: Calgary, Halifax, Montreal, Ottawa, Toronto, and Vancouver. For any Survey listed in Table 1 Surveys and Estimated Usage in Annex B Basis of Payment, proportions of samples collected from the six areas each year are estimated as follows:

Calgary: 12% of total number of a Survey
Halifax: 7% of total number of a Survey

Montreal: 23% of total number of a Survey

Ottawa: 7% of total number of a Survey

Toronto: 32% of total number of a Survey Vancouver: 19% of total number of a Survey

The Offeror must collect samples in accordance with the call-up. Samples collected must meet all specifications as described in the call-up and any other applicable guidance documents or specific instructions.

- 7.1.1.4. Any authorized online purchases is subject to the same specification described in 6.1 through 7.6.2 The Offeror must collect samples as prepackaged products unless stated otherwise. Where a bulk sample must be collected, the sample must be packaged individually to avoid direct contact with the other samples, shipping and/or other material in the same shipping container.
- 7.1.1.5. 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 local and specialty or Ethnic stores over the course of a month, as stipulated in the detailed Annual Sample Plan provided with the Call-up. Products sampled within the same retail store and Metropolitan Area from the same lot are not considered as distinct samples.
- 7.1.1.6. The Offeror must provide sufficient and appropriate storage in order to maintain the sample integrity and minimize the risk of cross contamination during transportation and storage. Mandatory Sample Storage and Shipping Criteria are outlined in Appendix V, Sample Storage and Shipping Criteria.
- 7.1.1.7. If a sample cannot be collected as per the call-up after visiting a minimum of five (5) store chains in the same Metropolitan Area, the Offeror must contact the Project Authority or designate within seven (7) calendar days by e-mail to obtain further instructions. Any deviation on sample collection must be authorized by the Project Authority or designate in writing before proceeding for lab analysis, or the sample will be deemed unfit.

7.1.1.8. For each Survey or sub-survey of Undeclared Allergen, the same product (same brand and same product description) must not be sampled more than five times from the same metropolitan area.

7.1.2. Sample Photos and Submission Forms

- 7.1.2.1. Each sample must be accompanied with a legible and duly completed Sample Submission Form (SSF). An example of a SSF is included in Appendix III to Annex A. 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.
- 7.1.2.2. Digital photos must be taken for each sample prior to opening the original product package.
 - 7.1.2.2.1. All photos must be clear and in focus. The CFIA may request additional sample photo(s) at the Offeror's expense for clarification or investigation.
 - 7.1.2.2.2. All photos must meet the detailed requirements for sample photos as described in Appendix IV to Annex A, Requirement for Sample Photos.
- 7.1.2.3. Photos along with Sample Submission Forms must be submitted to Project Authority or designate on a monthly basis, at a minimum, by mail on CD/DVD/USB stick, with the exception of photos and SSFs for samples from certain Undeclared Allergen Surveys as described below.
 - 7.1.2.3.1. For certain allergen survey samples, tests can only be assigned after reviewing the list of ingredients on the product label. In this case, the SSFs and photos must be submitted to the Project Authority or designate within seven (7) calendar days after sample collection or five (5) calendar days before product expiry, whichever comes earlier. Additionally, the Offeror must notify the Project Authority or designate of samples with shorter than 21 calendar days of shelf life to ensure the test can be assigned and finalized 2 days before product expiry.
- 7.1.2.4. If the Project Authority or designate requests additional information from the Offeror, the Offeror must provide the information within 14 calendar days of the request unless otherwise agreed and approved in writing by the Project Authority or designate, or the sample will be deemed unfit.
- 7.1.3. Sample Storage, Packaging and Transportation
 - 7.1.3.1. The Offeror must store, package and ship all samples in accordance with the procedures outlined in Appendix V to Annex A, Mandatory Sample Storage and Shipping Criteria.
 - 7.1.3.2. Samples must be packed, shipped and stored in a manner to maintain sample integrity and effectively prevent cross contamination. Samples that arrive at the testing facility in a compromised condition will be deemed unfit.
 - 7.1.3.3. For storage, proper temperature must be monitored and recorded on daily basis. Storage space must be sufficient to accommodate samples and be free of

contamination and cross contamination between the other samples and/or packaging material.

7.1.4. Subcontracting

- 7.1.4.1. Where the Offeror proposes to subcontract sample collection services, the Offeror must submit details to the Project Authority or designate for review and written authorization, prior to the commencement of any sample collection activity by the proposed Subcontractor(s).
- 7.1.4.2. Procedures followed by Subcontractor(s) must meet the same criteria for sample collection services as detailed for the Offeror.

7.2. Sample Receipt

Following receipt of the sample(s) at the testing laboratory, the Offeror must perform the Work as specified in the Call-up. The services must include, but are not limited to, the following:

- 7.2.1. The Offeror must inspect the sample condition before package is opened. Samples must be in good condition, i.e. not spoiled or otherwise compromised. Retail samples must be in the original unopened package and must arrive at the testing facility in the same state as would be expected at retail.
- 7.2.2. The Offeror must compare the information on the sample submission form (SSF) against the details of the Call-up and any relevant guidance or specific instructions issued by the Project Authority or designate.
- 7.2.3. The Offeror must document any deviations from the details of the sample plan and any samples which arrive in a compromised condition. The Offeror must report deviations in writing to the Project Authority or designate within 48 hours. The Offeror must not begin analysis until clarification from the Project Authority or designate has been received.
- 7.2.4. The Offeror must store samples from arrival to disposal in a manner that ensures sample integrity is maintained.

7.3. Analytical Testing

Once the sample acceptance is confirmed, the Offeror must perform the Work as specified in the Call-up. The services must include, but are not limited to, the following:

7.3.1. Sample Preparation and Analysis

- 7.3.1.1. The Offeror must perform all analytical activities, including sample preparation, at the location described in the Offer at Offer issuance. The Project Authority or designate must be notified by the Offeror in writing of any change to lab location/address at least 30 calendar days in advance.
- 7.3.1.2. The Offeror, where practical, must finely homogenize the entire edible contents of the package(s) to ensure the portion available for testing is uniform and representative. Following homogenization, the sample must be stored in a container and under conditions that will maintain the integrity of the sample until disposal.

- 7.3.1.3. The Offeror must analyze the samples in accordance with the details of the callup and any relevant documents or specific instructions issued by the Project Authority or designate.
- 7.3.1.4. Samples must be prepared and analyzed in accordance with the Standard Operating Procedures (SOP) approved at Standing Offer issuance or subsequently approved by the Project Authority or designate.
- 7.3.1.5. In the event that a matrix is not covered within the scope of the accredited method, validation records must be submitted to the Project Authority or designate for review. Analytical activity must not be carried out before the validation is accepted by the Project Authority or designate.
- 7.3.1.6. In cases where new matrices are added or a potential interference is identified, the Project Authority or designate may require SOP re-evaluation or modification. This must be conducted by the Offeror without additional charge.
- 7.3.1.7. A copy of a revised SOP must be sent by the Offeror to the Project Authority or designate, electronically in searchable PDF format within 14 calendar days, whenever an update occurs.
- 7.3.1.8. If the Offeror cannot perform the Work using the SOP originally identified as part of the offer, all work requiring that particular SOP must cease immediately. The Offeror must, as soon as possible, give notice to the Project Authority or designate of the reason for replacing the SOP and provide supporting documentation including validation data for this proposed SOP. The Offeror must not, in any event, allow the proposed revised Standing Operating Procedure (SOP) to be utilized for the Standing Offer until it is reviewed and approved in writing by the Project Authority or designate. The CFIA reserves the right to terminate the call-up and/or set-aside the Standing Offer in cases where the approved SOPs are not followed, at any point during the call-up and/or Standing Offer period.

7.3.2. Confirmation of Analytical Results

7.3.2.1. Results Requiring Confirmation

- 7.3.2.1.1. All positive allergen results must be confirmed.
- 7.3.2.1.2. Any non-Allergen results requiring confirmation are all those producing quantitative values, which are greater than 80% of the level of the current Canadian Maximum Residue Limits (MRL). In cases where no Canadian MRL exists, the Project Authority or designate will notify the Offeror of results that exceed the expected levels and require confirmation. Consult https://www.canada.ca/en/health-canada/services/food-nutrition/food-safety/chemical-contaminants.html for current Canadian MRLs.

7.3.2.2. Confirmation Procedures

7.3.2.2.1. All Surveys (excluding Undeclared Allergen Surveys) Confirmation must include a minimum of one repeated result that
the laboratory has processed from the original sample material if
the confirmation method used is the same as the original test
method. If the confirmation method is different than the original test

method, there must be a minimum of two repeated results that have been processed from the original sample material. Any positive sample result that meets the above criteria must not be reported without a minimum of two corroborating quantitative results.

- 7.3.2.2.2. Undeclared Allergen Surveys Confirmation must include a minimum of one repeated result that the laboratory has processed from the original sample material if the confirmation method used is the same as the original test method. The sample must be reanalyzed in duplicate with a different dilution performed on one of the replicates. If the confirmation method is different from the original test method, there must be a minimum of two repeated results that have been processed from the original sample material. Any positive sample result that meets the above criteria must only be reported if agreement is found between the confirmation and original test results. As the testing is done with the use of ELISA based test kits, positives may need to be repeated using some dilutions to eliminate false positives due to non-specific binding.
- 7.3.2.2.3. For analytical methods that use mass spectral analysis, the Offeror must perform valid mass spectral confirmation procedures approved in writing by the Project Authority or designate. These may be based either on the suggestions in the Reference Methods specified in Appendix I to Annex A, or developed on the Offeror's initiative. Acceptable mass spectral confirmation criteria and approaches can be found in the Official Journal of the European Communities, "Commission Decision of 12 August 2002 implementing Council Directive 96/23/EC concerning the performance of analytical methods and the interpretation of results" http://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32002D0657
- 7.3.2.2.4. No additional charge will be paid for confirmation tests.
- 7.3.2.2.5. All reported results must be the average of the results obtained where they cannot be excluded through a statistical test.

7.3.3. Notification

The Project Authority or designate must be notified via email within 24 hours of being confirmed of Positive Allergen results and confirmed sample results which exceed the Canadian MRL (where one exists).

7.4. Reporting

7.4.1. Sample Collection

- 7.4.1.1. The Offeror must provide a monthly or bi-weekly Report#1 (at their discretion) to the Project Authority or designate as specified in Article 10 Deliverables.
- 7.4.1.2. All Sample Photos and Submission Forms are subject for random or full verification. All information presented in Report #1 per sample must agree with

the SSF and sample photos, as well as the actual sample product. Any samples with erroneous information is considered as having incomplete information and deemed unfit.

7.4.1.3. The CFIA reserves the right to delay or reject the entire report and/or invoice based on the accuracy of the information provided in Report #1, the SSFs, and quality of sample photos. Refer to article 9.1 for details.

7.4.2. Analytical Results

- 7.4.2.1. The Offeror must provide a monthly (or bi-weekly) Report #2 (at their discretion) to the Project Authority or designate as specified in Article 10 Deliverables.
- 7.4.2.2. The analyte reported is to be presented exactly as indicated under "Analytes" in Appendix I of Annex A.
- 7.4.2.3. Numerical results must be reported to the significant figures indicated in the Offeror's SOP for all levels greater than the limit of detection cited in the SOP for the analytical method being used.
- 7.4.2.4. Unless otherwise specified, the units for the reported values are to be in parts per million: i.e. mg/kg, or mg/L as indicated in Appendix I of Annex A.
- 7.4.2.5. If confirmation is required, only analytical results which have been confirmed as described in section 7.3.2 are to be reported to the Project Authority or designate unless otherwise instructed.
- 7.4.2.6. Whenever an analyte is absent (i.e. levels less than the detection limit for the method), the result is to be reported numerically as zero, "0".

7.4.3. Deviation

Each month, the Offeror must provide Report #3 - a collective summary of deviations which have occurred during the month. This summary must list any sample that has not been collected or tested in accordance with the specifications prescribed in call-up, i.e. sample was not able to be collected during the month of the Date Planned, different type of the product was collected (approved by Project Authority or designate) other than call-up specified, lab analysis is not able to be carried out due to instrument malfunction, etc. The summary must be reported in a format similar to the table below:

Sample_Numbe r	Date Planned	Date of Re- schedule	Status	Deviation
C2019ABCD00 001	2019-04- 01	2019-04-21	complete	Arrived with broken package and leaked. Resampled
C2019DCBA00 078	2019-04- 01	2018-04-10	Pending	Commodity not found. Substitute was allowed by CFIA.
C2019BCDE00 100	2019-04- 01	2018-04-30	Pending	Analysis postponed due to instrument maintenance.
C2019CDEF002	2019-04-	201-04-30	Pending	Sampler left company. Position has not been

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7.4.4. Reports of Analysis (RoA)

Reports of Analysis must be available when requested by the Project Authority or designate. A copy must be submitted to the Project Authority or designate within 2 business days following the date requested in writing by the Project Authority or designate.

7.5. Sample Results Follow-up

The Project Authority or designate may request review of results for reasons including but not limited to anomalous results or non-compliant values. The laboratory must review all records for quality assurance/control and data associated with the sample in question to ensure the reported result is consistent and representative of the sample. If additional confirmation of the sample is required, the Offeror will undertake the analysis at the Offeror's expense. The review must be completed and a response provided as follows:

- Allergens within 2 calendar days
- All other results within 14 calendar days

Where the review uncovers a deviation within the laboratory quality system the deviation must be investigated, a corrective action report (CAR) opened, and a completed report provided to the Project Authority or designate within 60 calendar days.

7.6. Quality Assurance

All updates to Standard Operating Procedures submitted as part of the Standing Offer , including sample collection, transportation, storage, photo taking, sample preparation and testing, confirmation, etc. must be accepted in writing by the Project Authority or designate before being utilized. Wherever it applies, the Offeror must carry out the activities as described in the SOP for all samples requested in the call-up or its replacement.

7.6.1. Sample Collection and Transportation

- 7.6.1.1. 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 this section and Appendix III Sample Submission Form, Appendix IV Requirement for Sample Photos, and Appendix V Mandatory Sample Storage and Shipping Criteria.
- 7.6.1.2. Standard Operating Procedures (SOP) must be followed by the Offeror for sample collection and transportation services and must be documented and traceable. Personnel performing these tasks must have completed appropriate training. Proof of completed training must be available and provided to the Project Authority or designate upon request.

7.6.2. Sample Receipt

7.6.2.1. The Offeror must maintain and implement an SOP for internal verification procedures to ensure the sample information records are accurate and complete,

and the samples collected meet the specifications provided in the call-up or other guidance provided by the Project Authority or designate.

7.6.3. Analytical Testing

The Offeror must ensure that the testing laboratory maintains its technical ability to analyze the product types included in each call-up in accordance with accredited Analytical Methods and Standard Operating Procedures approved at Standing Offer issuance or subsequently approved by Project Authority or designate. This may be subject to verification by the CFIA. The Offeror must be prepared to submit performance summaries and/or raw data that demonstrate method suitability based on various method performance criteria for the product types specified in the call-up at the request of the Project Authority or designate.

7.7. Invoicing

Unless otherwise agreed by Project Authority or designate, the Offeror must not invoice for services more than once per month. Samples must not be invoiced until all work identified in the invoice is completed. The price per sample consists of both Sample collection and Lab Analysis prices. (Refer to Basis of Payment for details). All charges for the same sample must be included in the same invoice. CFIA will not process or accept the invoice until all required information is received and confirmed.

7.8. Web Access

The Offeror must have a secure web page or web-based application which can be accessed by the Project Authority or designate. This would allow for the Project Authority or designate to search and view analytical results, as well as any information related to the submitted sample based on the CFIA assigned sample number, and print reports of analysis. There are regular requests for copies of the sample submission form which could be accommodated by the Project Authority or designate accessing and downloading a scanned copy of this form through the web access. The website must provide limited access rights so that only the Project Authority or those authorized by the Project Authority or designate are able to access this information. The information on the sample and date received must be posted online within seven (7) calendar days of the sample being received in the lab. The analytical results must be posted online within 14 calendar days after the test is completed.

7.9. Security and controlled substances

The Offeror is responsible for obtaining and maintaining a valid license in cases where a controlled substance is required to deliver the analytical services.

8. Responsibility of Canada

The Project Authority or designate will provide a detailed call-up before the start of a Survey. With each call-up, the Project Authority or designate will provide to the Offeror confirmation and details of the Survey(s) to be conducted. The survey details are presented as an Annual Sample Plan similar to Appendix II to Annex A, Annual Sample Plan Template. Where tests can only be assigned after receiving the proper sample information, the Project Authority or designate will provide a detailed test plan within 14 calendar days after receiving SSF and complete set of sample photos.

The Annual Sample Plan(s) provided must not be construed as call-ups or firm commitments, is(are) subject to change. The Annual Sample Plan will form the basis of any call-ups issued under this Standing Offer. The level of services in any Annual Sample Plan is only an approximation of requirements given in good faith.

The CFIA is not responsible for delay of the payment in case requested services or response do not meet the service standard identified in article 6.3.

9. Constraints

9.1. Sample Collection

- 9.1.1. Accurately completed Sample Submission Forms (SSF) in PDF format and complete sets of sample photos must be submitted to Project Authority or designate for all samples invoiced during the Reporting Period before the CFIA will accept the invoice. The accuracy rate is to be >95% of samples will be fully accurate.
- 9.1.2. Reported sample information is subject to a random or full verification by the Project Authority or designate. Samples which include one or more pieces of uncorrectable or non-verifiable information are considered as unfit. Test result(s) associated with this sample will be rejected and the Offeror will not be compensated.
- 9.1.3. Samples must be collected in accordance with the Call-up, including but not limited to the Date Planned, city, tier etc., unless otherwise agreed upon in writing by the Project Authority or designate.
- 9.1.4. In cases where a re-sample is requested by the CFIA, the Offeror must not apply any additional charge.
- 9.1.5. Products sampled within the same retail store and Metropolitan Area from the same lot will not be accepted as two distinct samples, and charges associated with the sample will not be accepted.
- 9.1.6. Unless otherwise agreed by Project Authority or designate in writing, the Standing Offer, call-up or any portion thereof, may be terminated or set-aside for any of the following reasons:
 - A product is sampled more than five (5) times from the same identified location (Metropolitan Area) under the same survey or sub-survey in a call-up;
 - The error rate detected during CFIA quality assurance review of sample submission forms and associated photos submitted by the Offeror exceeds five (5) % in any one month period; or
 - On more than three (3) occasions, the Offeror reports that a product cannot be found in their Metropolitan Area AND the CFIA Project Authority is able to confirm availability of the specified product in the identified Metropolitan Area.
- 9.2. Date of Analysis and Turnaround Times
- 9.2.1. Unless otherwise agreed on in writing by the Project Authority or designate, samples with laboratory dates of analysis (as DateAnalyze in Report #2) beyond the date specified in article 6.3.2 will not be accepted by the Project Authority.

9.2.2. Unless otherwise agreed by Project Authority or designate, results reported beyond the Turnaround time specified as article 6.3.3Service Standard for Sample Collection and Analytical Testing will not be accepted by the Project Authority and designate.

- 9.3. Analytical Testing and Documentation
- 9.3.1. The Offeror must validate methods in accordance with the Offeror's validation guidelines for all sample matrices described in each call-up prior to testing. Validation records must be made available to the Project Authority or designate upon request. Results generated for matrices without validation data will not be accepted by the Project Authority or designate.
- 9.3.2. Samples must be prepared and analyzed in accordance with the SOPs approved at Standing Offer issuance or subsequently approved by the Project Authority or designate. Charges associated with results obtained from a method other than the approved will not be accepted by the Project Authority.
- 9.3.3. Analytical Results with failed Quality Controls, without a record of the raw analytical data, or which cannot be confirmed upon request by the Project Authority or designate will not be accepted.
- 9.3.4. Analytical Results must be generated from the laboratory location approved by Project Authority or designate or the results will be rejected.
- 9.3.5. Updates to SOP's that involve a change to the laboratory procedure that may be deemed significant by the Project Authority; such as, but not limited to the following: sample preparation, extraction procedures, instrument parameters (including columns) and may or may not affect detection limits, number of reported analytes, applicable matrices, must be approved by the Project Authority. The changes shall be accompanied by validation data to demonstrate equivalency to the prior version. The Project Authority may request additional data to substantiate the validation if the information provided is insufficient.
- 9.4. Proficiency Testing (PT) Sample Participation
- 9.4.1. The Offeror must participate in proficiency check sample programs where those programs are available from organizations such as the Food Analysis Performance Assessment Scheme (FAPAS) or AOAC.
 - 9.4.1.1. The Offeror must provide the Project Authority or designate with a copy of the final report received from the proficiency testing administrators. If the final report does not identify the Offeror's laboratory by name, the Offeror must provide the code for their laboratory to the Project Authority or designate.
 - 9.4.1.2. In the absence of a proficiency check sample program for an analysis method being performed by the Offeror's laboratory, a blind check sample must be developed and completed by the laboratory and a report provided to the Project Authority or designate.
- 9.4.2. If the final report provided to the Project Authority or designate indicates an unsatisfactory result for the Offeror's laboratory, a corrective action report (CAR) must be opened, and the completed report submitted to the Project Authority or designate within 60 calendar days.

9.4.3. The Offeror must provide the Project Authority or designate with PT reports quarterly at a minimum. Each quarter is defined as the period of April-June, July-September, October-December, and January-March. In the event that no participation of proficiency testing occurred in the quarter, notification of such must be reported.

- 9.5. The Project Authority or designate may, at its discretion, randomly submit blind check sample(s) as part of the Annual Sample plan. These samples will be used as a proficiency indicator of the Offeror. In the event of an unsatisfactory test determination, the Project Authority or designate will notify the Offeror to initiate an investigation and provide a corrective action report at no cost to Canada.
- 9.6. All data and information generated from this testing is considered to belong to the CFIA. Third party access to the findings, records or data of preliminary or final test result information on the CFIA testing must not be permitted. Results are only to be released to the Project Authority or designate. Use of any part of the information provided with the samples, in whole or in part for any purpose outside of the Standing Offer's scope of Work without the expressed written consent of the Project Authority or designate is strictly prohibited.
- 9.7. Any breach of security involving data systems containing information or data belonging to the CFIA must be reported to the Project Authority or designate within 12 hours of the breach being identified by the Offeror's IT department. Within 30 calendar days of the security breach, a report identifying the details of the security breach, corrective actions taken, and details of the information affected must be sent to the Project Authority or designate. Where the report details cannot be completed or are unavailable prior to these 30 calendar days, the deadline for the report may be extended with the written permission of the Project Authority or designate.
- 9.8. No additional charge is paid for method validation, matrix extension study, or any other method update.

9.9. Inspection of Facilities

Representatives of the CFIA or agents of Canada will conduct a facility site 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, method validation, turnaround times, sampling and reporting requirements, confirmatory testing decisions and procedures, data management criteria and any other activities which fall under the scope of the Standing Offer may be verified. The Offeror must submit to and participate fully in these evaluations.

Under normal circumstances, such evaluations will occur annually, but may be scheduled more frequently if problems are identified. Facility evaluations may be scheduled or unscheduled.

The Project Authority or designate will provide an assessment report for each evaluation carried out. The report will include detailed findings, expected actions and timelines for corrective measures.

9.10. Delivery

The Offeror will not be compensated for any cost (including sample collection cost) associated with any result rejected by Project Authority or Designate.

Unless otherwise agreed by Project Authority or designate, any Offeror who delivers less than 90% of an annual survey plan, will be excluded from further call-ups of the survey.

Delivery = Total Number of Samples accepted
Total number of Samples planned

During the period of the Standing Offer, Canada reserves the right to implement changes of Information technology which may impact or alter the way Deliverables are provided to the Project Authority, both in the format of the reports and in the way the "Report of Results" are provided to CFIA. The Project Authority or designate will provide a minimum of one month notice prior to requiring any change

10. Deliverables

- 10.1. The Offeror must submit the following deliverables on a bi-weekly or monthly basis to the Project Authority or designate identified in the call-up, for review and acceptance:
- Report #1: Detailed Sample Information for samples collected during the reporting period
- Report #2: Analytical testing results for the reporting period
- Report #3: Deviation Report for the reporting period as specified in article 7.4.3
- Sample Submission Forms in pdf format for all samples collected during the reporting period
- Sample Photos in jpg format for all samples collected during the reporting period.
- 10.2. Reports (Report #1, #2 and #3) must be provided electronically. Reports must be submitted in Microsoft Office Excel format. These reports are to be submitted in batches at intervals of either 2 weeks or 1 month depending on the volume of data generated. Each Report must not exceed 5000 rows.
- 10.3. Reports (Report #1, #2 and #3) must be submitted no later than 42 calendar days from the Date Planned specified in the Annual Sample Plan.
- 10.4. The submitted reports <u>must</u> use the field names as indicated in bold below, unless instructed otherwise by the Project Authority or designate.
- 10.5. Monthly Sample Collection Report, Report #1: This report must contain the following information for all samples received for the month. The filename must be in the format "{lab_identifier}_SamplesReceived_{yyyymmdd}.{ext}".
 - (i) **SAMPLE NUMBER** The sample number identified on the Sample Submission Form (SSF). This will correlate with an equivalent sample number in the Annual Sample Plan provided.
 - (ii) **REGION** This is identified in the Survey and will reflect the location of the sample that was sampled on the SSF.
 - (iii) **City** The name of the city where the sample is purchased.
 - (iv) **PickupProv** The name of the province where the sample was purchased.
 - (v) **COMMODITY** Can include dairy, egg, meat, honey, fresh, processed, and Imported and Manufactured Food Division (IMFD) depending on the sample. IMFD is most commonly used in this in this Standing Offer.
 - (vi) **PLAN_CODE** This is provided in the Call-up for each sample and should be identified on the SSF.
 - (vii) **PRODUCT TYPE** This is provided in the Call-up for each sample.

- (viii) Sample Description This is a description or common name of the sample on the SSF. In general, this is provided on the product package by the manufacturer/supplier. In the case of any ambiguity, the Project Authority or designate must be consulted.
- (ix) **Domestic/Import** This will be either Domestic, Import or Unknown depending on the source of the sample. Presented as "Function" on the SSF.
- (x) **Country/Origin** The full name of the country of origin for the sample.
- (xi) **PickUp Contractor** The name of the Offeror, as provided in the call-up.
- (xii) **Purchase At (Store name)** The name of the store where the sample is purchased.
- (xiii) **PurchaseAt Address** The address of the store where the sample is purchased.
- (xiv) **Brand Name** The brand name of the product.
- (xv) **Date Sample** The date the sample was picked up, entered as YYYY-MM-DD. This will be on the SSF.
- (xvi) **DateRecd** The date the sample was received by the Offeror's Laboratory, entered as YYYY-MM-DD.
- (xvii) **Perishable** This will be either Yes or No.
 - (xviii) **Sample Size** A numeric value of the sample size.
- (xix) **Sample Size Unit** The unit used for the sample size. This can be g (gram), kg (kilogram) or other.
- (xx) **NoUnit** The number of units collected to satisfy the minimum required quantity for the sample.
- (xxi) **Total Sample Size** A numeric value of the total sample size ([NoUnit] * [Sample Size])
- (xxii) Lot Number The lot number of the sample.
- (xxiii) **Best Before Date** The Best Before date described on the product package and entered exactly as on package.
- (xxiv) **Container Type** The type of the container used for sample package.
 - (xxv) Storage Condition
- (xxvi) **UPC Number** The barcode printed on the sample label including the digits at both ends (usually in smaller font).
- (xxvii) **Organic** This will be either YES or NO. Indicate YES if the sample is Organic.
- (xxviii) **Cert.Body** Certificate issuing body.
- (xxix) Other Certification Body If certification body is not on the list provided, please enter it here.
- (xxx) **Destination Lab** This code will be assigned to the Offeror's laboratory by the CFIA to be used on all reports and will be presented as Laboratory in the SSF.
- (xxxi) **LabNo** The internal number assigned and used by the Offeror's Laboratory, if applicable.

- (xxxii) **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.
- (xxxiii) Name of Sampler
- (xxxiv) **GrowerImportedPackedDist** Select one of items in list provided.
- (xxxv) **Grower / Importer Name** Name of the Grower, importer etc on the package.
- (xxxvi) **Grower / Importer (Address)** Address of above if available or other information provided on package associated with the above
- (xxxvii) **Process** The type of processing applied to the product. A list will be provided with Annual Sample Plan.
- (xxxviii) InvoiceNo
- (xxxix) Track No
- (xl) Shipped / Drop off Date (yyyy-mm-dd)
- (xli) Tier- Enter 1 for regular tier and 2 for Premium tier
- 10.6. Report #2 : This report must contain the following information for all results reported for the month. The filename must be in the format "{lab_identifier}_Results_{yyyymmdd}.{ext}".
 - (i) **SAMPLE_NO** See SAMPLE NUMBER in Report #1 above.
 - (ii) **Commodity** See Report #1 above.
 - (iii) **Tissue** The name of the animal tissue for meat products (e.g. Fat, Liver, Kidney, Muscle) and N/A for other products.
 - (iv) **PROGRAM** The name of the CFIA Program which the test falls under and is identified in the Survey.
 - (v) **ANALYTE** The name of the analyte being tested, presented exactly as indicated under "Analytes" in Appendix I to Annex A.
 - (vi) Amount The amount of the analyte determined in $\mu g/g$, unless otherwise specified.
 - (vii) **DateAnalyze** Date of Analysis. The date the analysis is finalized in the Offeror's laboratory.
 - (viii) **DateRept** The date the result is reported to the Project Authority or designate.
 - (ix) **Invoice_No** Invoice Number.
 - (x) Unit ie, mg/kg
 - (xi) **MethodNo** information that identifies the method used to perform the test
 - (xii) **Comment** Include any comments worth noting regarding the analysis or result.

11. LANGUAGE REQUIREMENTS

All written and verbal communication between the Contractor and the Project Authority or designate must be in English.

Appendix I to Annex A - Reference Methods and Criteria

The technical requirement is for:

1. An Analytical Method

An analytical method including the detailed SOP must be based upon the principles found in the Reference indicated in Table 2Reference Methods and Criteria below. The columns of LOD / LOQ, and the Report of Result in Table 2 are mandatory requirements. It is not mandatory to utilize a particular manufacturer if specified in the Reference Method, however the equipment or supplies contained in the accepted SOP submitted by the Offeror must have the same or better technical specifications. The Detection Method as detailed in the Reference is not mandatory; however the Offeror must submit a method of detection in its SOP that meets the LOD/LOQ required for the Food Samples identified in Table 2.

2. A Confirmation Technique

The confirmation technique must be included in the submitted SOPs for each Hazard and, must meet the same technical Criteria as the analytical method

Table 2: Reference Methods and Criteria

Hazard	Targeted Analyte(s)	Examples of Potential targeted food commodities	Reference	Detection Method	LOD / LOQ Criteria*	Report Of Result**	Est. Rate of positives*
4- Methylimidazol e	4- Methylimidazole	Vinegar, Cola Beverages, Iced Tea, Beer, Sauces, Breads (method may show lower sensitivity in Breads)	Determination of 4- Methylimidazole in Foods by UHPLC-MS/MS (See Attachment 9)	UHPLC- MS/MS	LOD ≤1.0 ppb LOQ ≤ 3.5 ppb	The "ANALYTE" is to be reported as "4- Methylimidazole" and the numerical value as the "AMOUNT", in ppb.	80%
Acrylamide	Acrylamide	veggie chips, tortilla/corn chips, breakfast cereals, cookies, crackers/dry toast/croutons, infant Biscuits, nuts and nut butters, seed butters (tahini, soy butter), granola/cereal bars, Jarred baby food, sweet potato products, olives, breads, prune based foods, coffee, Molasses/syrups Potato chips/Pretzels, popcorn	The Determination of Acrylamide in Foods by LC- ESI-MS-MS (see http://www.hc-sc.gc.ca/fn- an/alt formats/hpfb- dgpsa/pdf/res-rech/lps 003- eng.pdf or http://www.hc- sc.gc.ca/fn- an/alt formats/hpfb- dgpsa/pdf/res-rech/lps 003- fra.pdf	LC-ESI- MS/MS	LOD ≤ 5 ppb LOQ ≤ 15 ppb	The "ANALYTE" is to be reported as "Acrylamide" and the numerical value as the "AMOUNT", in ppb.	90%
Aflatoxins	Aflatoxin B1 Aflatoxin B2 Aflatoxin G1 Aflatoxin G2	nutmeats (peanuts, pistachios, brazil nuts, almonds, cashews, walnuts, hazelnuts, pecans, macadamia nuts), nut butters, dried fruits, spices	Determination of Aflatoxins in Food Products by LC- MS/MS Analysis (see Attachment 2)	LC-MS/MS	LOD ≤ 0.3 ppb LOQ ≤ 1.0 ppb	The "ANALYTE" is to be reported as "Aflatoxin Screen" and the "AMOUNT" is to be "0" for a negative and a "1" for a positive for one or more of the analytes. In the event of a positive, the analyte(s) found to be positive is/are to be reported as a separate entry and the amount as the actual value confirmed, in ng/g.	5%
Ergot Alkaloids in cereal-based Foods	Ergocornine; Ergocorninine; Ergocristine, Ergocristinine;	Milled and finished grain products	Determination of Ergot Alkaloids in Cereal Grains by HPLC and High- Resolution Mass	HPLC- HR/MS	See Reference Method in Attachment	The "ANALYTE" is to be reported as "Ergot Alkaloids Screen" and the "AMOUNT" is to be "0" for a negative or below LOD and a "1" for	20%

Hazard	Targeted Analyte(s)	Examples of Potential targeted food commodities	Reference	Detection Method	LOD / LOQ Criteria*	Report Of Result**	Est. Rate of positives*
	α-Ergocryptine; α- Ergocryptinine; Ergometrine; Ergometrinine; Ergosine; Ergosinine; Ergotamine; Ergotamine		Spectrometry (see Attachment 3)		3	a positive on one or more of the toxin(s). The individual toxin(s) found positive is/are to be reported as a separate entry/entries (i.e. Ergocornine) and the "AMOUNT" as the actual value confirmed, in ng/g	
Furans	Ergotaminine 2-methylfuran 3-methylfuran Furan Ergotaminine Breakfast cereals, potato chips, canned processed fruits and vegetables, barbecue sauce, coffee, jarred infant foods, soups/stews, beer, Liquor F-2/T-2 in HT-2; T-2 Milled and finished grain		Development of an analytical method and survey of foods for furan, 2-methylfuran and 3-methylfuran with estimated exposure Food Additives & Contaminants: Part A, 27:6, 764-775	GC-MS	LOD ≤ 0.5 ppb LOQ ≤ 1.0 ppb	The analyte (s) are to be reported as a separate entry as Furan, 2-methylfuran and 3-Methylfuran. The "AMOUNT" is as the actual value confirmed, in ppb	80%
HT-2/T-2 in Cereal-based Foods	HT-2; T-2	Milled and finished grain products	Determination of T-2 and HT-2 Toxins in Cereal Grains by LC/MS (See Attachment 4)	HPLC- MS/MS	T-2: ≤1 ppb / 5 ppb HT-2 ≤3 ppb / 10 ppb	The "ANALYTE" is to be reported is the individual toxin(s) reported as separate entries (i.e. T-2 and HT-2) and the "AMOUNT" as the actual value confirmed, in ppb	3%
Methylmercury	MethylMercury	Fish Products	Determination of Methylmercury in fish, seafood and processed fish products using High performance Liquid Chromatography and Inductively coupled Plasma Mass Spectrometry (See Attachment 5)	HPLC-ICP- MS	LOD ≤ 0.01 ppm LOQ ≤ 0.04 ppm	The "ANALYTE" is to be reported as "MethylMercury" and the numerical value as the "AMOUNT", in ppm.	80%

Hazard	Targeted Analyte(s)	Examples of Potential targeted food commodities	Reference	Detection Method	LOD / LOQ Criteria*	Report Of Result**	Est. Rate of positives*
Multi- Mycotoxin analysis	Aflatoxin B1, B2, G1, G2, DON, NIV, FUS-X, 3- AcDON, 15- AcDON, NEO, DAS, HT-2, T-2, STE, CPA, Ochratoxin A, Fumonisin B1, B2, B3, Zearalenone, α- Zearalenol, ergocristine, ergocryptine, ergosine.	Grain Products	Multimycotoxin Analysis in Cereal Grains by HPLC with High-Resolution Mass Spectrometry (See Attachment 6)	HPLC- HRMS	See details in Attachment 6	The "ANALYTE" is to be reported as "Multimycotoxin Screen" and the "AMOUNT" is to be "0" for a negative or below LOD and a "1" for a positive on one or more of the Mycotoxin(s). The individual toxin(s) found positive is/are to be reported as a separate entry/entries (i.e. Aflatoxin B1) and the "AMOUNT" as the actual value confirmed, in ng/g	10%
PBDEs	BDE-17, BDE- 28, BDE-47, BDE-66, BDE- 77, BDE-85, BDE-99, BDE- 100, BDE-138, BDE-153, BDE- 154, BDE-183, BDE-209	Ready-to-consume Dairy products, Vegetable oils and fats, Wheat products, Oat products, Corn products, Rice products, Animal Fats, Egg products, Dairy products, Cheese, Milk, Cream, Coconut Products, Nuts and nut butters Canned fish and seafood, Frozen Fish and Seafood, Canned meat and poultry	Polybrominated Diphenyl Ether (PBDE) Levels in an Expanded Market Basket Survey of U.S. Food and Estimated PBDE Dietary Intake by Age and Sex Environ Health Perspect. 2006 October; 114(10): 1515–1520 or Polybrominated Diphenyl Ethers (PBDEs) in Foodstuffs:Human Exposure through the Diet J. Agric. Food Chem. 2003, 51, 3191-3195 3191	GC-HRMS	LOD ≤ 40 pg/g LOQ ≤ 120 pg/g	The "ANALYTE" is to be reported as " PBDE Screen" and the "AMOUNT" is to be "0" for a negative or below LOD and a "1" for a positive on one or more of the BDEs. The "ANALYTE" is to be reported as individual PBDE and its numerical value as the "AMOUNT", in pg/g	95%
Perchlorate	Perchlorate	Dairy Products, Infant	Estimated Dietary Exposure	IC-MS/MS	LOD ≤ 1.0	The "ANALYTE" is to be reported as	50%

Formula, desserts, Juice, Grain Products, Dried Fruit and Vegetables, Vegetable oils and fats, Animal Fats, Egg products, Nuls and nut butters, Canned food Dinnergal products, Dried Fruit and Vegetables oils and fats, Sanimal Fats, Egg products, Nuls and nut butters, Canned food Dinnergal products, Dried Markets Dinnergal products, Infant cereal, Infant Formula, Frozen Meals, Jam, Breafast cereals, Vegetable oils and fats, Bread and baked goods, Ready-to-consume dairy products, infant foods, Seed and nut butters, Oily sauces/products packed in oil, Butter and animal fats, Imported cheese Dased foods Dased F	Hazard	Targeted Analyte(s)	Examples of Potential targeted food commodities	Reference	Detection Method	LOD / LOQ Criteria*	Report Of Result**	Est. Rate of positives*
Phthalates BBP, DBP, DEHP, DNOP, DINP, DIOP DHP, DNOP, DINP, DIOP DIOP DINP, DIOP DIOP			Grain Products, Dried Fruit and Vegetables, Vegetable oils and fats, Animal Fats, Egg products, Nuts and nut	through the Consumption of Fruits and Vegetables Available in Ottawa Markets <i>J.Agric.Good Chem. 2009</i> ,		LOQ ≤ 3.0		
Zearalenone, Alpha- zearanol and beta-zearanol zearanol Alpha- zearanol and beta-zearanol See Appendix I Snack, spices, dairy See Appendix I Snack, spice	Phthalates	DEHP, DNOP,	Bottled water, Fruit juice/drink, Sports drinks, Ready-to-drink tea beverages, Infant cereal, Infant Formula, Frozen Meals, Jam, Breakfast cereals, Vegetable oils and fats, Bread and baked goods, Ready-to-consume dairy products, infant foods, Seed and nut butters, Oily sauces/products packed in oil, Butter and animal fats,	A Determinative and Confirmatory method for Phthalate Esters in Foods by LC-MS/MS	LC-MS/MS	ppm LOQ ≤ 1.0	"Phthalates Screen" and the "AMOUNT" is to be "0" for a negative or below LOD and a "1" for a positive on one or more of the Phthalate(s). The individual compound found positive is/are to be reported as separate entry/entries (i.e. BBP) and the "AMOUNT" as the actual value	1%
		Alpha- zearanol and beta-		Zearalenone, α-Zearalenol, β-Zearalenol in cereal grains, grain-based products by Liquid Chromatography Tandem Mass Spectrometer (LC-		0.5 ppb α -ZOL 0.4 / 1.4 ppb β-ZOL 0.5 /	"ZON Screen" and the "AMOUNT" is to be "0" for a negative or below LOD and a "1" for a positive on one or more of the toxin(s). The individual toxin(s) found positive is/are to be reported as a separate entry/entries (i.e. Zearalenone) and the "AMOUNT" as the actual value	3%
	Undeclared Allergen	See Appendix I (A)	Snack, spices, dairy alternative, meat alternative,	See Appendix I (A)	See Appendix I	See Appendix I		5%

Hazard	Targeted Analyte(s)	Examples of Potential targeted food commodities	Reference	Detection Method	LOD / LOQ Criteria*	Report Of Result**	Est. Rate of positives*
		ready to eat meal, baked goods, baking mixes		(A)	(A)	individual Allergen(s) tested. The amount is to be reported as "0" for a negative and the quantitative amount in ppm for positives.	

^{*} LOQ and LOD are for individual analyte when more than one is targeted.

** For Surveys with single targeted analyte, results below LOD are to be reported as a numerical value 0. The individual analyte reported must use the exact spelling identified in the "targeted analyte(s)" column

^{***} These rates are estimates only, given in good faith, and are not to be taken as an indication of the actual rate of positives that will be found in the samples received by the laboratories.

APPENDIX I (A) - ALLERGEN TESTING KIT SPECIFICATIONS

The testing will be for Undeclared Allergens Survey, including all sub-surveys. For certain Undeclared Allergen samples, allergen analysis can only be assigned after reviewing sample information i.e. the List of Ingredients.

Allergen Testing Kit Specifications:

- i. All testing must be performed with commercial enzyme-linked immunosorbent assay (ELISA) based methods that quantitate an allergenic protein or allergenic protein marker.
- ii. For each assay, the Offeror must demonstrate that the assay is capable of detecting the allergenic protein at **various stages of processing**.
- iii. All methods must be validated for matrices specified in the call-up.
- iv. Each assay must meet the following applicable specifications:

Food Allergen	Criteria							
Peanut	Must be a quantitative assay with a manufacturer calibration to 2.5 ppm peanut or less (LOQ).							
Almond	Must be a quantitative assay with manufacturer calibration to 2.5 ppm almond or less (LOQ).							
Egg	Must be analyzed by Morinaga Egg (Ovalbumin) ELISA Kit or Morinaga Egg (Ovalbumin) ELISA Kit II.							
Milk (2 allergens)	Must quantitate both casein and ßeta-lactoglobulin individually. CFIA would like encourage Offerors to use test kits which provide better sensitivity and specificity							
i) Casein	Must be a quantitative assay with a manufacturer calibration to 1.0 ppm casein or less (LOQ).							
	The result is to be reported as Casein, not total Milk content.							
ii) Beta- Lactoglobulin	Must be a quantitative assay with a manufacturer calibration to 0.1 ppm BLG or less (LOQ).							
	The result is to be reported as BLG, not total Milk content.							
Hazelnut	Must be a quantitative assay with a manufacturer calibration to 2.5 ppm hazelnut or less (LOQ).							

Soy	Must be a quantitative assay with a manufacturer calibration to 1.0 ppm soy protein or less (LOQ). CFIA would like encourage all Offerors to use test kits which provide better sensitivity and specificity
Sesame	Must be a quantitative assay with a manufacturer calibration to 2.5 ppm sesame or less (LOQ)
Gluten	Must be a quantitative assay with a manufacturer calibration to 5 ppm Total Gluten or less (LOQ) AND
	Meet the requirements of Codex Alimentarius Standard 118, CODEX Standard for Foods for Special Dietary Use for Persons Intolerant to Gluten, section 5.2 Method for determination of gluten https://www.fao.org/fao-who-codexalimentarius/sh-proxy/en/?lnk=1&url=https%253A%252F%252Fworkspace.fao.org%252Fsites%252Fcodex%252FStandards%252FCODEX%2BSTAN%2B118-1979%252FCXS 118e 2015.pdf

Appendix II to Annex A

Annual Sample Plan Template

Aflatoxins in Corn Products, Nut Products, Raisins, Spices, and Cocoa

												aisins, Spices, and Co		<u>coa</u>							
SAMPLE NUMBER	City	Date Planned	PLAN_CODE	DOM_IM P	COMMOD	PRODUCT TYPE	Tier	Description	OTHER SAMPLING DETAILS	STORE_TYPE	SAMPLE SIZE (g or mL)	ORIGIN	LAB_CO DE	program	analyte	Pickup Contractor	Tissue	FY	CH or MI	ORGAN IC	SAMPLE SIZE UNIT
										Specialty/Ethinic					AFLATOXIN						
C2019ABCD00001	Toronto	2019-04-01	2019_SB433	IMPORT	IMFD	FLOUR - CORN	1			Store	500	***	1056	AFLATOXIN	SCREEN	ABC Lab	N/A		CH	YES	G
C2019ABCD00002	Toronto	2019-04-01	2019 SB433	IMPORT	IMFD	corn starch	1			National Chain	500	***	1056	AFLATOXIN	AFLATOXIN SCREEN	ABC Lab	N/A		СН	YES	G
	TOTOTILO		_			COITI Starcii	'								AFLATOXIN					ILO	
C2019ABCD00003	Toronto	2019-05-01	2019_SB433	IMPORT	IMFD	Cornmeal	1			National Chain	500	***	1056	AFLATOXIN	SCREEN AFLATOXIN	ABC Lab	N/A		CH		G
C2019ABCD00004	Toronto	2019-05-01	2019_SB433	IMPORT	IMFD	Popcorn	1			National Chain	500	***	1056	AFLATOXIN	SCREEN	ABC Lab	N/A		СН		G
C2019ABCD00005	Toronto	2019-06-01	2019 SB433	IMPORT	IMFD	chips – Tortilla	1			Local/Regional	500	***	1056	AFLATOXIN	AFLATOXIN SCREEN	ABC Lab	N/A		СН		G
															AFLATOXIN						
C2019ABCD00006	Toronto	2019-06-01	2019_SB433	IMPORT	IMFD	Nutmeat – walnut	1			Local/Regional	500	***	1056	AFLATOXIN	SCREEN	ABC Lab	N/A		СН		G
00040450500007	Variation in	0010 07 01	0040 00400	MADODT	IMED	D #4				Notice of Ober	500	***	4050	AFLATOVIN	AFLATOXIN	ADOLE			011		
C2019ABCD00007	Vancouver	2019-07-01	2019_SB433	IMPORT	IMFD	Butter – nut	1			National Chain	500	***	1056	AFLATOXIN	SCREEN	ABC Lab	N/A		CH		G
C2019ABCD00008	Vancouver	2019-07-01	2019_SB433	IMPORT	IMFD	Cinnamon	1			National Chain	500	***	1056	AFLATOXIN	AFLATOXIN SCREEN	ABC Lab	N/A		СН		G
															AFLATOXIN						
C2019ABCD00009	Vancouver	2019-08-01	2019_SB433	IMPORT	IMFD	Raisin	1			Local/Regional	500	***	1056	AFLATOXIN	SCREEN	ABC Lab	N/A		CH		G
C2019ABCD00010	Vancouver	2019-08-01	2019_SB433	Domestic	IMFD	Peanut	1			Specialty/Ethinic Store	500	Canada	1056	AFLATOXIN	AFLATOXIN SCREEN	ABC Lab	N/A		СН		G
										Specialty/Ethinic					AFLATOXIN						
C2019ABCD00011	Montreal	2019-09-01	2019_SB433	Domestic	IMFD	Peanut	1			Store	500	Canada	1056	AFLATOXIN	SCREEN	ABC Lab	N/A		CH		G
C2019ABCD00012	Montreal	2019-09-01	2019_SB433	Domestic	IMFD	Cornmeal	1			National Chain	500	Canada	1056	AFLATOXIN	AFLATOXIN SCREEN	ABC Lab	N/A		СН		G
C2019ABCD00013	Montreal	2019-10-01	2019_SB433	Domestic	IMFD	Popcorn	1			National Chain	500	Canada	1056	AFLATOXIN	AFLATOXIN SCREEN	ABC Lab	N/A		СН		G
C2019ABCD00014	Montreal	2019-10-01	2019 SB433	Domestic	IMFD	Chips – Tortilla	1			National Chain	500	Canada	1056	AFLATOXIN	AFLATOXIN SCREEN	ABC Lab	N/A		СН		G
			_			•	,								AFLATOXIN				011		
C2019ABCD00015	Montreal	2019-11-01	2019_SB433	Domestic	IMFD	FLOUR - CORN	1			National Chain	500	Canada	1056	AFLATOXIN	SCREEN AFLATOXIN	ABC Lab	N/A		CH		G
C2019ABCD00016	Calgary	2019-11-01	2019_SB433	Domestic	IMFD	FLOUR - CORN	1			National Chain	500	Canada	1056	AFLATOXIN	SCREEN	ABC Lab	N/A		CH		G
C2019ABCD00017	Calgary	2019-12-01	2019_SB433	Domestic	IMFD	FLOUR - CORN	1			Local/Regional	500	Canada	1056	AFLATOXIN	AFLATOXIN SCREEN	ABC Lab	N/A		СН		G
															AFLATOXIN						
C2019ABCD00018	Calgary	2019-12-01	2019_SB433	Domestic	IMFD	FLOUR - CORN	1			Local/Regional	500	Canada	1056	AFLATOXIN	SCREEN	ABC Lab	N/A		СН		G
C2019ABCD00019	Ottawa	2019-01-01	2019_SB433	Domestic	IMFD	FLOUR - CORN	1			National Chain	500	Canada	1056	AFLATOXIN	AFLATOXIN SCREEN	ABC Lab	N/A		СН		G
C2019ABCD00020	Halifax	2019-02-01	2019 SB433	Domestic	IMFD	FLOUR - CORN	1			Specialty/Ethinic Store	500	Canada	1056	AFLATOXIN	AFLATOXIN SCREEN	ABC Lab	N/A		СН		G

Appendix II(a) to Annex A

Example of Survey Information Specific for Samplers

Refer to the detailed Annual Sample Plan Excel spreadsheet for comprehensive sampling requirements including:

- Sample number
- Product type
- Country of origin
- Sampling location (store type and city)

These sampling requirements are vital to the validity of the Survey. **No substitutions or alterations** of product type, sample number, country of origin, or location will be allowed. If unable to locate the product specified, please contact: cfia.fsapsamples-echantillonspaaspa.acia@canada.ca

Unless stated otherwise for a specific commodity type, sample:

- Fair trade, premium, generic, organic and non-organic products
- Domestic and imported products
- As many different countries of origin/manufacture as possible
- All available packaging types (For example: pre-packaged, plastic, glass)

Refer to the **General Sampling Instructions – Food Safety Action Plan (FSAP) Chemistry Targeted Surveys** document for more information regarding the selection, sampling, shipping, and recording of sample details for each product.

Sampling Instructions:

- Do not sample open, broken or damaged products.
- Do not sample products that are past the "use by" date or the "best before" date.
- Collect samples so that they can be tested before the "use by" or "best before" date.
- Please send samples in their original packaging to the laboratory.
- Please clearly photograph each product with sample identification number attached. The picture(s) must plainly show:
 - Manufacturer/company name
 - Brand Name
 - Product Type
 - Ingredients
 - Sample Number
 - Country of Origin
- The picture filename must be identical to the sample number. Details of sample photos are specified as Appendix IV to Annex A, Requirement of Sample Photos.
- A Sample Submission Form must be filled out for and accompany each sample. It is imperative that the country of origin/processing/packaging and/or the importer address be clearly identified on the sample form. Describe the sample brand/type/flavour in as much detail as possible according to the description on the sample package. Include the

lot number (stamped in ink on box, carton or can) and/or expiry date of the product if available.

- Please store sample submission forms and pictures electronically.
- Ship samples so that they arrive intact.
- Ship refrigerated items with ice packs and frozen samples with freezer packs.
- Do not sample from bulk bins.

Survey Title Aflatoxins in Corn Products, Nut Products, Raisins, Spices, and Cocoa

Sample Plan Code: 2019 SB433

Sample ID Numbers: C2019ABCD00001-C2019ABCD01000

Sample a minimum of 1000 g of product OR 5 packages of product

Commodity	DO Sample	DO NOT sample
Corn	 Corn cereals 	 Mixed cereals
products	 Corn tacos 	containing corn
	 Tortilla/corn chips 	 Wheat flour
	 Popcorn (popped and 	based tortillas
	unpopped)	 Caramel or other
		flavoured popcorn
Nutmeats	o In-shell, shelled, roasted,	 Mixed nuts
	seasoned nuts	 Candied nuts
	Almonds	Trail mix
	Brazil nuts	containing nuts
	Peanuts	 Party mixes
	Pistachios	
	o Walnuts	
Nut butters	Almond	 Chocolate or
	 Hazelnut 	flavoured nut
	o Peanut	butters
	 Other nut butters (e.g. 	 Soy nut butter
	pistachio, macadamia)	Other nut
		alternatives
Raisins	 Golden 	 Mixed products
	 Sultanas 	containing raisins
	Thompson	(trail mixes etc.)
	o Currants	
Spices	 Chili powder 	Spice mixes
	o Paprika (Hot, Hungarian,	
	Plain, Smoked, Spanish,	
	Sweet)	
Cocoa	o Natural	 Hot chocolate
Powder	 Dutch Process 	mixes

APPENDIX III TO ANNEX A

Appendix III to Annex A

SAMPLE SUBMISSION FORM



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Appendix IV to Annex A

Requirement for Sample Photos

Digital photos must be taken and forwarded to the Project Authority or designate for all samples submitted for payment. These photos must meet following requirement:

- Photo size is between 1600 X 1200 ppi and maximum 2592 X 1944 ppi.
- Sample photos must be the true presentation of the entire product, including all the units collected for the sample.
- All text must be in focus and is able to provide sufficient evidence for the information in Report #1 and the Sample Submission Form must be supported by the sample photos.
- 1 or more photo must capture the entire sample, including the packaging;
- All photos must show the respective sample number and Plan code (not digitally added) along with the sample.
- The collection of photos must show clearly the product information printed on the product, i.e. Brand, lot number, expiry date, ingredients, etc.
- Minimum of 1 photo must capture all the lot numbers from each unit collected for the sample. All units must bear the same lot number.
- 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. C2019ABCD00123 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 seven or more pictures to capture all information (Front, Back, Left, Right, Top, Bottom and entire box)
 - Submitted sample photos are expected to be similar to the ones below. The quality
 of the photos must be clear enough to get any required information i.e. UPC, LOI,
 manufacturer, and etc. if needed 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 F
- Photo #3: C2013ABCD01234 F1

Photo #1 C2013ABCD01234 B



Photo #2: C2013ABCD01234_F



Photo #3 C2013ABCD01234_F1



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Appendix V to Annex A

Mandatory Sample Storage and Transportation Criteria

It is the responsibility of the Offeror to schedule collection, shipping and transportation to maintain the sample integrity and meet service Standard described as article 6.3 and article 7.1.

Samples must be transported to the Offeror's laboratory in accordance with the following standards:

- 1. Samples that are perishable must be sent by overnight courier within 24 hours of collection.
- 2. If possible, samples taken in the same area as the destination laboratory may be delivered to the laboratory the same day.
- 3. Samples that are shelf stable may be sent by ground, unless noted otherwise by Project Authority or designate in writing.
- 4. Fresh Potato tubers must be transported and stored with minimum light exposure. Results from physically damaged and/or visibly green potato tubers will be rejected.
- 5. If a Sample exceeding the arrival temperature range as specified below or if the integrity of the sample or its packaging has been compromised, the Quality Officer/Quality Manager defined in article 7.6.1.1 or designate must notify Project Authority or designate within 48 hours for further instruction.
 - Refrigerated and perishable samples: Between 0.0 and 10.0 o C
 - Frozen samples: Less than 0.0 o C
 - Room Temperature Samples: Above 0.0 o C

Storage and transportation of the samples must be carried out in conditions that maintain sample integrity and avoid any cross contamination between the products and/or packaging material. The instructions described below must be followed:

- 1. Deliver samples to the laboratory within 2 weeks of sample collection for non-perishable samples.
- 2. For perishable samples, cool samples rapidly at a temperature between 0 and 50 Celsius prior to shipping. If perishable samples are not shipped immediately, they should be stored in a refrigerator or freezer as specified on packaging by the product manufacturer.
- 3. Perishable samples must be transported with suitable refrigerant capable of maintaining the samples at a temperature specified on packaging by the product manufacturer.
- 4. Refrigerated samples must be transported in insulated shipping containers of rigid construction so that they will arrive at the laboratory in good condition.
- 5. The size of the shipping container should be sufficient to hold the samples.
- 6. Shipping containers, refrigerant and packing materials are to be clean, dry and sanitary.
- 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.
- 8. Do not freeze refrigerated products.

The Offeror must notify the Project Authority or designate 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.

APPENDIX VI TO ANNEX A

SAMPLE PRODUCT TIERS GUIDE

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 Annual Sample Plan.

Regular Tier:

Fresh Herbs (Organic and Conventional)

Including, for example, bulk, pre-packaged, washed, fresh-cut or mixed, excluding dried 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, dried, 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
- Dried Mushroom
- Prunes
- Dried Apricots
- Mixed Fruits and nuts

- Dried Dates
- Raisin
- Vegetable chips
- Dried/processed pea products

Fresh Sprouts and microgreens

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
- Broccoli microgreens
- Pea shoots
- Sunflower microgreens

Nuts and Nut Products

Including, for example, in-shell and shelled nuts, cut and ground nuts, nut powders and nut spreads and butters

- 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
- extract and flavourings (excluding vanilla beans and pure vanilla extract)

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

Processed Products not listed elsewhere

Including, for example:

- Prepared Salads
- Canned soup and soup mixes
- Pizza Products
- Ready to eat (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
- Triticale
- Kamut
- Amaranth
- Quinoa
- Teff
- Hemp
- Chia

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 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

Alcoholic Beverages

Including, for example:

- Wine
- Beer
- Coolers
- Spirits

Regular Tier – 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

Botanical powders and extracts (excluding products listed elsewhere)

Including, for example:

- aloe powder
- acai powder
- blueberry powder
- vegetable powder

ANNEX B - BASIS OF PAYMENT

Surveys and Estimated Usage

For each Survey, the CFIA projects a certain number of samples to be collected and tested over every 12-month period of the Standing Offer. These numbers are described as "Estimated Number of Samples". These numbers must not to be considered as final or as a commitment by Canada. They are provided only as estimation for planning purposes. It is estimated that the regular tier products will constitute 95% of each survey, with the remaining 5% from the premium tier. This estimation is for planning and evaluation purposes only and must not be considered final. Actual numbers may vary depending on the CFIA priorities at the time. The "estimated number of samples" may be requested from one to all years during the entire term of the Standing Offer. Offerors may be required to carry out one or more Surveys listed based on what they are awarded under the Standing Offer.

Attachment 1 to Annex B - Financial Offer Presentation Sheet

Only samples with complete and accepted sample information and analytical results (refer to Article 6 to Article 11 of Annex A Statement of Work for details) will be paid in accordance with following:

- (a) Price 1 (P1) firm all-inclusive price per sample collected, including but not limited to sample cost, sample storage, shipping and handling, Sample Photos and Sample Submission Forms, as described in Article 7 to Article 11 of Annex A Statement of Work.
 - A firm all-inclusive price per sample collected, inclusive of any costs associated with purchase of samples, sample collection (including, shipping and handling and courier charges), corrective actions, storage of samples, and completion and submission of sample photos, and completion and delivery of sample submission forms (including web-based access transmission)
- (b) Price 2 (P2) A firm all-inclusive Lab Analysis price per test (for each applicable Survey), including but not limited to analytical testing, delivery of analytical results, reports, confirmation procedures, corrective actions and method validation, as described in Article 6 to Article 11 of Annex A Statement of Work.
 - For all surveys, A firm all-inclusive Lab Analysis price per test, inclusive of any costs associated with cost of analytical testing (including sample preparation, analysis, retention and disposal) and delivery of analysis results (including web-based access transmission), reports (including adhoc reports), confirmation procedures, corrective actions, and method validation, as appropriate.

Invoiced Price Per sample = applicable Price1 + Sum of all applicable Price 2
Price 1 and all Price 2 for the same sample must be in the same invoice as specified in Article 7.7 Annex A Statement of Work.