

Mr Diego Sprekelsen
Hallmark Meat Hygiene Ltd

Date: 31st August 2017

Our ref: FS101196

Dear Sirs,

Award of contract for the supply of Surveillance Study of Antimicrobial Resistance (AMR) in Campylobacter on Chicken and AMR in Salmonella on Pork sampled at retail. LOT 1: Survey design, sample collection at retail and transportation to the testing laboratory

Following your tender/ proposal for the supply of, 'Surveillance Study of Antimicrobial Resistance (AMR) in Campylobacter on Chicken and AMR in Salmonella on Pork sampled at retail. LOT 1: Survey design, sample collection at retail and transportation to the testing laboratory' to Food Standards Agency (FSA), we are pleased to award this contract to you.

This letter (Award Letter) and its Annex set out the terms of the contract between FSA as the Customer and Hallmark Meat Hygiene Ltd as the Supplier for the provision of the Services. Unless the context otherwise requires, capitalised expressions used in this Award Letter have the same meanings as in the terms and conditions of contract set out in Annex 1 to this Award Letter (the "**Conditions**"). In the event of any conflict between this Award Letter and the Conditions, this Award Letter shall prevail. Please do not attach any Supplier terms and conditions to this Award Letter as they will not be accepted by the Customer and may delay the conclusion of the Agreement.

For the purposes of the Agreement, the Customer and the Supplier agree as follows:

- 1) The specification of the Services to be supplied is as set out in Annex 2.
- 2) The Supplier's proposed Services are as set out in Annex 3 the Suppliers Technical Proposal.
- 3) The charges for the Services shall be as set out in Annex 4 the Supplier's Financial Proposal.
- 4) The Term shall commence on 1st July 2017 and the Expiry Date shall be 31st October 2017.
- 5) The address for notices of the Parties are:

Customer

Food Standards Agency, Foss House,
Peasholme Green, York

Supplier

Hallmark Meat Hygiene Ltd, Third Floor, The
Mill, Upper Mill Estate, Bristol Road,
Stonehouse

- 6) The following persons are Key Personnel for the purposes of the Agreement:

Name

Diego Sprekelsen
Javier Guitian
Y-Mei Chang

Title

Senior Project Manager
RVC Consultant
RVC Consultant

- 7) The Customer may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service check. The Supplier shall

ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or is of a type otherwise advised by the Customer (each such conviction a “**Relevant Conviction**”), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Services.

Payment

All invoices must be sent, quoting a valid purchase order number (PO Number), to: Accounts-Payable.fsa@sscl.gse.gov.uk. Within 10 working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section.

Liaison

For general liaison your contact will be Bhavna Parmar.

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter via e-mail to FSA.Procurement@foodstandards.gsi.gov.uk **within 7** days from the date of this letter. No other form of acknowledgement will be accepted. Please remember to quote the reference number above in any future communications relating to this contract.

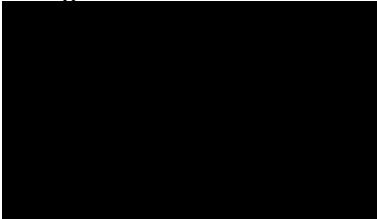
Yours faithfully,

Signed for and on behalf of FSA

Name: Mark Croft

Job Title: Procurement Category Manager

Signature:



Date: 6th September 2017

We accept the terms set out in this letter and its **Annexes**, including the Conditions.

Signed for and on behalf of Hallmark Meat Hygiene Ltd

Name:

Job Title

Signature



Annex 1

Terms and Conditions of Contract for Services

1 Interpretation

1.1 In these terms and conditions:

“Agreement”	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier’s countersignature of the Award Letter and includes the Award Letter and Annexes;
“Award Letter”	means the letter from the Customer to the Supplier printed above these terms and conditions;
“Central Government Body”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
“Charges”	means the charges for the Services as specified in the Award Letter;
“Confidential Information”	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
“Customer”	means the person named as Customer in the Award Letter;
“DPA”	means the Data Protection Act 1998;
“Expiry Date”	means the date for expiry of the Agreement as set out in the Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	means any persons specified as such in the Award Letter or otherwise notified as such by the Customer to the Supplier in writing;
“Party”	means the Supplier or the Customer (as appropriate) and “Parties” shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA) which is processed by the Supplier or any Staff on behalf of the Customer pursuant to or in connection with this Agreement;
“Purchase Order Number”	means the Customer’s unique number relating to the supply of the Services;
“Request for	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request”

Information”	shall apply);
“Services”	means the services to be supplied by the Supplier to the Customer under the Agreement;
“Specification”	means the specification for the Services (including as to quantity, description and quality) as specified in the Award Letter;
“Staff”	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Staff Vetting Procedures”	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer’s procedures for the vetting of personnel as provided to the Supplier from time to time;
“Supplier”	means the person named as Supplier in the Award Letter;
“Term”	means the period from the start date of the Agreement set out in the Award Letter to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

2 Basis of Agreement

- 2.1 The Award Letter constitutes an offer by the Customer to purchase the Services subject to and in accordance with the terms and conditions of the Agreement.
- 2.2 The offer comprised in the Award Letter shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Award Letter countersigned by the Supplier within [7] days of the date of the Award Letter.

3 Supply of Services

- 3.1 In consideration of the Customer’s agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:

- 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
 - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
 - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
 - 3.2.5 comply with all applicable laws; and
 - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.3 The Customer may by written notice to the Supplier at any time request a variation to the scope of the Services. In the event that the Supplier agrees to any variation to the scope of the Services, the Charges shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Supplier.

4 Term

- 4.1 The Agreement shall take effect on the date specified in Award Letter and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

5 Charges, Payment and Recovery of Sums Due

- 5.1 The Charges for the Services shall be as set out in the Award Letter and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 5.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
- 5.3 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 5.4 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 5.5 If the Customer fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.

- 5.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 5.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract:
- 5.8.1 provisions having the same effects as clauses 5.3 to 5.7 of this Agreement; and
 - 5.8.2 a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as 5.3 to 5.8 of this Agreement.
 - 5.8.3 In this clause 5.8, “sub-contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 5.9 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

6 Premises and equipment

- 6.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer’s premises by the Supplier or the Staff shall be at the Supplier’s risk.
- 6.2 If the Supplier supplies all or any of the Services at or from the Customer’s premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer’s premises, remove the Supplier’s plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer’s premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer’s premises or any objects contained on the Customer’s premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 6.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer’s premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer’s security requirements.
- 6.5 Where all or any of the Services are supplied from the Supplier’s premises, the Supplier shall,

at its own cost, comply with all security requirements specified by the Customer in writing.

- 6.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 6.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7 Staff and Key Personnel

- 7.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
- 7.1.1 refuse admission to the relevant person(s) to the Customer's premises;
 - 7.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
 - 7.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,

and the Supplier shall comply with any such notice.

- 7.2 The Supplier shall:
- 7.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
 - 7.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
 - 7.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 7.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 7.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

8 Assignment and sub-contracting

- 8.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 8.2 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.

- 8.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

9 Intellectual Property Rights

- 9.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 9.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 9.3 The Supplier hereby grants the Customer:
- 9.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-licence) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services; and
- 9.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use:
- (a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
- (b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

- 9.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

10 Governance and Records

- 10.1 The Supplier shall:
- 10.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
- 10.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.

- 10.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

11 Confidentiality, Transparency and Publicity

- 11.1 Subject to clause 11.2, each Party shall:

- 11.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
- 11.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

- 11.2 Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

- 11.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;
- 11.2.2 to its auditors or for the purposes of regulatory requirements;
- 11.2.3 on a confidential basis, to its professional advisers;
- 11.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 11.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 11.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and
- 11.2.6 where the receiving Party is the Customer:
 - (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
 - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
 - (c) to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
 - (d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 11.

- 11.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential

Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.

- 11.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

12 Freedom of Information

- 12.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
- 12.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
 - 12.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - 12.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
 - 12.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 12.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 12.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

13 Protection of Personal Data and Security of Data

- 13.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.
- 13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data for the Customer as a data processor (as defined by the DPA) the Supplier shall:
- 13.2.1 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or

damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA;

13.2.2 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;

13.2.3 promptly notify the Customer of:

- (a) any breach of the security requirements of the Customer as referred to in clause 13.3; and
- (b) any request for personal data; and

13.2.4 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.

13.3 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Supplier from time to time.

14 Liability

14.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.

14.2 Subject always to clauses 14.3 and 14.4:

14.2.1 the aggregate liability of the Supplier in respect of all defaults, claims, losses or damages howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and

14.2.2 except in the case of claims arising under clauses 9.4 and 18.3, in no event shall the Supplier be liable to the Customer for any:

- (a) loss of profits;
- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.

14.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:

14.3.1 death or personal injury caused by its negligence or that of its Staff;

14.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or

14.3.3 any other matter which, by law, may not be excluded or limited.

14.4 The Supplier's liability under the indemnity in clause 9.4 and 18.3 shall be unlimited.

15 Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the

reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

16 Termination

- 16.1 The Customer may terminate the Agreement at any time by notice in writing to the Supplier to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.
- 16.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement by written notice to the Supplier with immediate effect if the Supplier:
 - 16.2.1 (without prejudice to clause 16.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 16.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
 - 16.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
 - 16.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
 - 16.2.5 breaches any of the provisions of clauses 7.2, 11, 12, 13 and 17;
 - 16.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 16.2.6) in consequence of debt in any jurisdiction; or
 - 16.2.7 fails to comply with legal obligations in the fields of environmental, social or labour law.
- 16.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 16.2.4 or any potential such change of control.
- 16.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 16.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.6, 6.7, 7, 9, 10.2, 11, 12, 13, 14, 16.6, 17.4, 18.3, 19 and 20.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 16.6 Upon termination or expiry of the Agreement, the Supplier shall:
 - 16.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
 - 16.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

17 Compliance

- 17.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 17.2 The Supplier shall:
- 17.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
 - 17.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 17.3 The Supplier shall:
- 17.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
 - 17.3.2 take all reasonable steps to secure the observance of clause 17.3.1 by all Staff.
- 17.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.
- 17.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
- 17.5.1 the Official Secrets Acts 1911 to 1989; and
 - 17.5.2 section 182 of the Finance Act 1989.

18 Prevention of Fraud and Corruption

- 18.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 18.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 18.3 If the Supplier or the Staff engages in conduct prohibited by clause 18.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may:
- 18.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
 - 18.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

19 Dispute Resolution

- 19.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 19.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 19.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the “**Mediator**”) chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 19.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

20 General

- 20.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 20.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 20.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 20.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 20.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 20.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party’s behalf.
- 20.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 20.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

21 Notices

- 21.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 21.3, e-mail to the address of the relevant Party set out in the Award Letter, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 21.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 21.3 Notices under clauses 15 (Force Majeure) and 16 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 21.1.

22 Governing Law and Jurisdiction

The validity, construction and performance of the Agreement, and all contractual and non contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

Annex 2 – Specification

GENERAL INTRODUCTION

The Food Standards Agency is a non-ministerial government department governed by a Board appointed to act in the public interest, with the task of protecting consumers in relation to food in England, Wales and Northern Ireland, and with offices in London, Cardiff, Belfast and York.

The Agency is committed to openness, transparency and equality of treatment to all suppliers. As well as these principles, for science projects the final project report will be published on the Food Standards Agency website (www.food.gov.uk). For science projects we will encourage contractors to publish their work in peer reviewed scientific publications wherever possible. Also, in line with the Government's Transparency Agenda which aims to encourage more open access to data held by government, the Agency is developing a policy on the release of underpinning data from all of its science- and evidence-gathering projects. Underpinning data should also be published in an open, accessible, and re-usable format, such that the data can be made available to future researchers and the maximum benefit is derived from it. The Agency has established the key principles for release of underpinning data that will be applied to all new science- and evidence-gathering projects which we would expect contractors to comply with. These can be found at <http://www.food.gov.uk/about-us/data-and-policies/underpinning-data>

Surveillance is important to the delivery of FSA's Strategic Plan 2015-2020. It provides a better understanding of the food system, its risks and vulnerabilities, in order to deliver safe and authentic food ('Food We Can Trust'). Collecting a wide range of data through food surveillance can inform us about the food system through monitoring trends, identifying new and emerging risks, and tracking progress with interventions. The resulting insights help us and others to manage risks, leading to better consumer protection.

The work being commissioned on antimicrobial resistance (AMR) forms one of the first projects under the new Food Surveillance Strategy Programme. The aim of the programme will be to deliver a new strategic approach to food surveillance. It will involve identification and prioritisation of surveillance questions in cooperation with stakeholders, identification of the data required to provide answers of the required level of statistical certainty, collection and analysis of that data and the production of insights that can be used to direct risk management and other action. FSA expects that a wide variety of data types will be used in this work, including that from sampling and analysis.

A. THE SPECIFICATION

Background

The Agency has identified antimicrobial resistance (AMR) in *Campylobacter* on chickens and AMR in *Salmonella* species (spp.) on pork as a surveillance priority following the AMR systematic review.¹ This study will fill evidence gaps and provide a baseline for further ongoing surveillance in this area.

Data on AMR in retail chicken and pork is required to inform AMR risk assessment in the food chain, to monitor trends in emerging AMR issues, to track progress with interventions aimed at tackling AMR and to contribute to the wider international effort on AMR surveillance.

¹ <https://www.food.gov.uk/science/research/foodborneillness/b14programme/b14projlist/fs102127/a-systematic-review-of-amr-in-pork-and-poultry-dairy-products-seafood-and-fresh-produce>

This tender is to commission work on the design and execution of a pilot surveillance study covering England, Wales, Northern Ireland and Scotland on AMR in *Campylobacter* spp. on fresh/frozen chicken sold at retail/wholesale and AMR in *Salmonella* spp. on fresh/frozen minced pork sold at retail / wholesale. In addition, selected commensal organisms (e.g. *Escherichia coli*, *Enterococcus* spp. and *Klebsiella* spp.) will also be included in this study as AMR is not an issue restricted to pathogens. Additional samples will also be taken in Scotland. The study will be representative of all four countries using market share data.

The Specification

This requirement is in two lots

(1) Study design, sample collection at retail and transportation to the testing laboratory;

(2) Microbiological testing, data analysis and reporting.

Ideally our preference is for applicants to tender for both requirements by working collaboratively or as part of a consortium, however separate tenders will also be considered. If precise cost of any element of the study is unknown then the FSA will accept a range in the bids.

Phase 1 Study Design and Sampling

Applicants should submit bids indicating a provisional design for a pilot study on AMR in certain bacteria on retail chicken and pork that will provide a baseline for on-going surveillance work on AMR (see Table 1 for detail of the food product, bacteria and AMR combinations required). This will be subject to expert peer review as part of the project evaluation process. On award of the contract, the successful applicant will be required to submit a more detailed design reflecting the market share for raw fresh and frozen chicken (whole and portions) and for raw fresh and frozen pork mince sold at retail.²

The final surveillance study design will be shared with and approved by FSA before commencement of sample collection.

Both UK-produced and imported meat should be sampled. Samples should provide a geographic spread across the UK (England, Wales and Northern Ireland, and including samples from Scotland) although we would envisage the geographic spread being achieved through the use of sentinel cities/towns.

Sample numbers should be sufficient to provide a level of statistical power, which we will define, when assessing changes in the prevalence of AMR for the selected matrices (the bacterium/drug combinations shown in Table 1). The study design should provide 80% power for detecting a 50% reduction in the prevalence of AMR in chicken, based on the campylobacter/ciprofloxacin combination, and your proposal will need to set out the number of samples and design that would provide this power. Our initial calculations suggest 300 samples of chicken would be sufficient for this purpose. For pork, the data available to inform such a calculation are less robust in terms of the

² No meat products or preparations should be included – only fresh or frozen meat with no added ingredients

prevalence of *Salmonella* but more robust in terms of prevalence of commensals in pork. We are therefore seeking to commission a study including 300 samples of pork. We would be willing to discuss an alternative approach, if good evidence is presented to back it up.

In addition to the design, the contractors for lot 1 will be expected to conduct the sampling and transportation of collected samples to the testing facility, ensuring that there is a robust system for sample identification and data recording, and that samples are handled appropriately, including use of methods to avoid cross-contamination and temperature controls. Close liaison with the testing facility will be needed to ensure correct sample handling and agree delivery times, as well as for the transfer of sample information.

All sampling should be completed within one calendar month, which is expected to be in August 2017.

Once samples have been purchased, the manager of the retail outlet as well as the brand owner should be handed a letter that FSA will provide explaining that a sample has been taken and what it will be used for.

The following details shall be recorded for each sample:

- Date/time of purchase
- Retail outlet name and address
- Brand name (if any)
- Product description
- Batch code/ Approval number
- Use by date
- Country of origin information
- Product weight/size
- Form of packaging
- Whether it was chilled or frozen
- Date/time of delivery of sample to testing laboratory

Photographs should be taken of any labelling including front, back, peel and reveal labelling.

The contractor for lot 1 will produce a report on the study design and sampling within 30 days of the end of the sampling. This report shall include all of the details about the samples taken and it shall be submitted to FSA. A separate electronic file shall be provided to FSA containing the photographs

Table 1: Requirements for Sampling and Testing for AMR in Retail Chicken and Pork

Sample type	Parameter (Pathogen/ Commensal)	Parameter Testing	Antimicrobial* (including screening of panel of antimicrobials ³ and testing for the presence of specific resistance genes /resistance mechanisms)
CHICKEN			
Raw chicken	<i>Campylobacter</i> spp.***	Detection Enumeration	Fluoroquinolones • Ciprofloxacin***

Based on market share data for: <ul style="list-style-type: none"> Fresh and frozen Whole and portioned UK and non-UK origin Eng/Wales/NI/Scotland Retail 	(<i>C. jejuni</i>) (<i>C. coli</i>)		Macrolides <ul style="list-style-type: none"> Erythromycin
	<i>Escherichia coli</i> *** <i>Klebsiella</i> spp. <i>(K.pneumoniae)</i>	Detection Enumeration	<ul style="list-style-type: none"> Tetracycline*** ESBLs – e.g. cefotaxime Polymyxins: <ul style="list-style-type: none"> - Colistin ** - Colistin resistance genes (<i>mcr-1</i>, <i>mcr-2</i>**) Ciprofloxacin Piperacillin- tazobactam Carbapenems**
	<i>Enterococcus</i> spp. <i>(E.faecalis)</i> <i>E.faecium</i>	Detection Enumeration	<ul style="list-style-type: none"> Glycopeptides (vancomycin)
PORK			
Raw pork Based on market share data for: <ul style="list-style-type: none"> Fresh and frozen UK and non-UK origin Eng/Wales/NI/Scotland Minced Retail 	<i>Salmonella</i> spp.	Detection Enumeration	<ul style="list-style-type: none"> ESBLs –e.g. cefotaxime Ciprofloxacin / nalidixic acid Carbapenems**
	<i>Escherichia coli</i> *** <i>Klebsiella</i> spp. <i>(K.pneumoniae)</i>	Detection Enumeration	<ul style="list-style-type: none"> Tetracycline*** ESBLs – e.g. cefotaxime Polymyxins: <ul style="list-style-type: none"> - Colistin - Colistin resistance genes (<i>mcr-1</i>, <i>mcr-2</i>**) Ciprofloxacin /nalidixic acid Piperacillin-tazobactam Carbapenems**
	<i>Enterococcus</i> spp. <i>(E.faecalis)</i> <i>(E.faecium)</i>	Detection Enumeration	<ul style="list-style-type: none"> Glycopeptides (vancomycin)

* Suitable methods should be used to determine MIC (Minimum Inhibitory Concentration) for antimicrobial activity. It is expected that genotypic and phenotypic methods are used as appropriate. Breakpoints should be determined using ECOFF (Epidemiological cut off) values from EUCAST website (<http://mic.eucast.org/Eucast2/SearchController/search.jsp?action=init>).

** Where the results show the presence of carbapenem resistance /carbapenemase production or colistin resistance / colistin resistance genes or abnormal/unusual results are found then these will be reported to the food business owner and the FSA will investigate further on a case by case basis.

*** Study must provide a reasonable level of statistical power for these bacteria/antimicrobial combinations:

- Campylobacter* spp. and Ciprofloxacin (chicken)
- Escherichia coli* and Tetracycline (chicken and pork)

Phase 2 Testing and Data Analysis

Applicants are invited to submit bids on undertaking the testing for antimicrobial resistance to bacteria from samples of retail chicken and retail pork for both pathogens and commensals in accordance with the requirements in Table 1 above. Testing will be informed by the study design. It is expected for the Testing Facility to liaise closely with the Sampling Contractor in providing a

preferred testing schedule so that sample collection and transportation plans may be arranged accordingly.

Testing will be based on fresh/frozen meat samples collected over the period of one month (during August 2017). Applicants must ensure good quality control throughout the sample arrival/logging and analysis. Validated methods or similar must be used. It is expected that full data analysis and provision of final written report covering the testing and data analysis is undertaken by the contractor for lot 2.

In addition, available published data on the use of veterinary antimicrobials in chicken and pigs in the 12 months preceding the sampling are expected to be discussed alongside the surveillance data in the final report.

Analytical Requirements

The testing laboratory will be required to be UKAS accredited to ISO 17025 and use accredited method of analysis. It is envisaged that 10% of isolates from the testing will be archived for 2-5 years.

Applicants are expected to test the panel of antimicrobials as stated in the ECDC/EFSA report³ in addition to those specified in Table 1. Suitable methods should be used to determine MIC (Minimum Inhibitory Concentration) for antimicrobial activity. It is expected that genotypic and phenotypic methods are used as appropriate – e.g. for colistin resistance genes and for carbapenemase production). Breakpoints should be determined using ECOFF (Epidemiological cut-off) values from EUCAST website: (<http://mic.eucast.org/Eucast2/SearchController/search.jsp?action=init>).

Reporting of adverse results

It is important to ensure samples are analysed and reported to the Food Standards Agency as soon as possible following their procurement, so appropriate action can be taken where necessary to protect public health. Any results found exceeding legislative food safety limit or those of significant concern or of unusual pattern should be notified to the FSA immediately. In these circumstances the FSA will inform brand owners promptly to discuss appropriate action.

Project report

The report of the testing and analysis should include:

- A description of the sample reception and logging procedure
- A description of the testing methods used
- Presentation of the testing data results in summary form. These data need to clearly identify the results for each sample in a way that allows precise sample identification
- A description of the method used for data analysis
- Presentation of the insights and conclusions drawn from the data analysis including discussion on co-resistance/multiple resistance in respect to the antimicrobials tested.

The raw data from the testing should be provided in an accessible format that would allow access by others. This is in compliance with FSA's open data policy.

As this is a baseline study it is important that the report is sufficiently detailed to allow for future studies to be performed in a way that allows comparison.

³ <http://ecdc.europa.eu/en/publications/Publications/antimicrobial-resistance-Salmonella-Campylobacter-harmonised-monitoring.pdf>

Annex 3 – Suppliers Technical Proposal

LEAD APPLICANT'S DETAILS							
Surname	Sprekelsen	First Name	Diego	Initial	D	Title	Mr
Organisation	HallMark Meat Hygiene Ltd (HallMark Veterinary & Compliance Services)	Department	Sampling Operations Team (SOT)				
Street Address	Third Floor, The Mill, Upper Mill Estate, Bristol Road						
Town/City	Stonehouse	Country	England	Postcode	GL10 2BJ		
Telephone No	Dir: 01453 799751 Mob: 07793 627 383	E-mail Address	Diego.sprekelsen@hallmarkvcs.com				
Is your organisation is a small and medium enterprise . (EU recommendation 2003/361/EC refers http://www.hmrc.gov.uk/manuals/cirdmanual/cird92800.htm)			Yes	X	No		
TENDER SUMMARY							
TENDER TITLE							
Surveillance Study of Antimicrobial Resistance (AMR) in Campylobacter on Chicken and AMR in Salmonella on Pork sampled at retail. Lot 1 Study design, sample collection at retail and transportation to the testing laboratory							
TENDER REFERENCE		FS101196					
PROPOSED START DATE		01/08/2017	PROPOSED END DATE		30/11/2017		
1: TENDER SUMMARY AND OBJECTIVES							
A.		TENDER SUMMARY					
Please give a brief summary of the proposed work in no more than 400 words.							
<p>2.A Approach/Scope of Work A provisional design for a pilot study aligned with the specification and flexible to changes. Sample size with sufficient power to detect the reduction in resistance and reasonable precision to estimate the prevalence. Use FSA market share data to identify location/retailers.</p> <p>2.B Innovation A flexible methodology and approach and adaptable to any other existing system. Potential for efficiency from combined projects and an innovative Data-sharing Ability to link the sampling database with multiple laboratories and FSA client</p> <p>3.A Sampling Plan A comprehensive Plan based on a sound process design guaranteeing quality and final reports, founded in FSA clarification meetings to confirm satisfaction with the sampling methodology, preparation, collection and equipment preparation. Our plan is grounded in practical experience. Significant IT investment has created the HallMark Sampling System (HMSS)- bespoke technology to deliver real-time information to everyone involved, ensuring quality sample collection, improving FSA management information and laboratory communications, reducing errors and analysis costs.</p> <p>4.A Past Performance</p>							

Experts in the arena, three projects demonstrating HallMark's flexibility, innovation, experience of sample collection, work with the FSA, with numerous laboratories, familiarity with microbiological sampling protocols, nationwide/remote operation .

4.B Staff Members Specialisms/Expertise

Illustrating our extensive experience in sampling project design, contract/project management, IT, process systems, administration, communications, quality assurance, sampling management, Surveys and studies. Drawing on trained Surveyors, all with sampling experience, we will operate a managed process guaranteeing accurate, verified data

5. Project Management

An experienced Sampling Operations Team with a dedicated Senior Project Manager and single point of contact.

6. Risk Management

Considerable experience of different surveillance projects and deep understanding of the issues, creating a plan providing practical methods for avoiding problems. A very detailed list of identified risks in delivering this project together with sound risk management strategies.

7.A Quality Management

A sophisticated and embedded approach to Quality Assurance, continuous improvement and innovation with ISO accreditations and IT developments.

7.B Ethics

A commitment to integrity, independence, impartiality and informed consent, confidentiality and anonymity, voluntary participation and the avoidance of harm.

7.C Data Protection

Commitment to information security/data protection, use of SSL encryption.

7.D. Sustainability

Commitment to improving sustainability in the management of operations. Specifics to this Project include minimising Travel, use of technology (HMSS, Webex, keyskill) , Recycling Equipment and resource sharing with Laboratories and FSA where possible.

7.E Dissemination and Exploitation

A cost-effective liaison approach and openness to supporting external communications.

B. OBJECTIVES AND RELEVANCE OF THE PROPOSED WORK TO THE FSA TENDER

OBJECTIVES

Please detail how your proposed work can assist the agency in meeting its stated objectives and policy needs.. Please number the objectives and add a short description. Please add more lines as necessary.

OBJECTIVE NUMBER	OBJECTIVE DESCRIPTION
O1	To design a pragmatic and cost effective sampling plan, which is based on relevant data, is fit for purpose, realises the objectives and ensures the methodology is clearly recorded and consistent for all parties.
O2.1	To ensure that all information relevant to the project concerned has been provided or requested and hallmark has full understanding of the sampling

	specification to meet FSA objectives and expectations.
O2.2	To ensure consistent communication of data and sample labelling between collection and the Laboratories involved in the analysis.
O3	To ensure the plan is fit for purpose, agreed by FSA and Laboratories and within the FSA objectives
O4	Ensure all internal and external stakeholders are aware of the commencement of the project.
O5.1	To identify/confirm suitable and sufficient office staff and surveyors and to ensure resources are in place to deliver efficient and accurate sample collection
O5.2	Verified training for all surveyors with consistent instructions and guidance in order to achieve that all sample collections are delivered in a consistent manner.
O5.3	To ensure the provision of surveyors with instructions, sampling equipment and documents
O6.1	To ensure accurate reporting and that the objectives and deliverables are achieved on time, to budget and the required level of quality – driving continuous improvement.
O6.2	The collection or purchase of samples by trained competent staff in accordance with FSA best practice guidance.

2:DESCRIPTION OF APPROACH/SCOPE OF WORK

A. APPROACH/SCOPE OF WORK

Please describe how you will meet our specification and summarise how you will deliver your solution. You must explain the approach for the proposed work. Describe and justify the approach, methodology and study design, where applicable, that will be used to address the specific requirements and realise the objectives outlined above. Where relevant (e.g. for an analytical survey), please also provide details of the sampling plan..

1. PROPOSED STUDY DESIGN AND JUSTIFICATION OF THE APPROACH

Aligned with the specification requirement we propose a provisional design for a pilot surveillance study which is flexible to changes and FSA approval before commencement of sample collection.

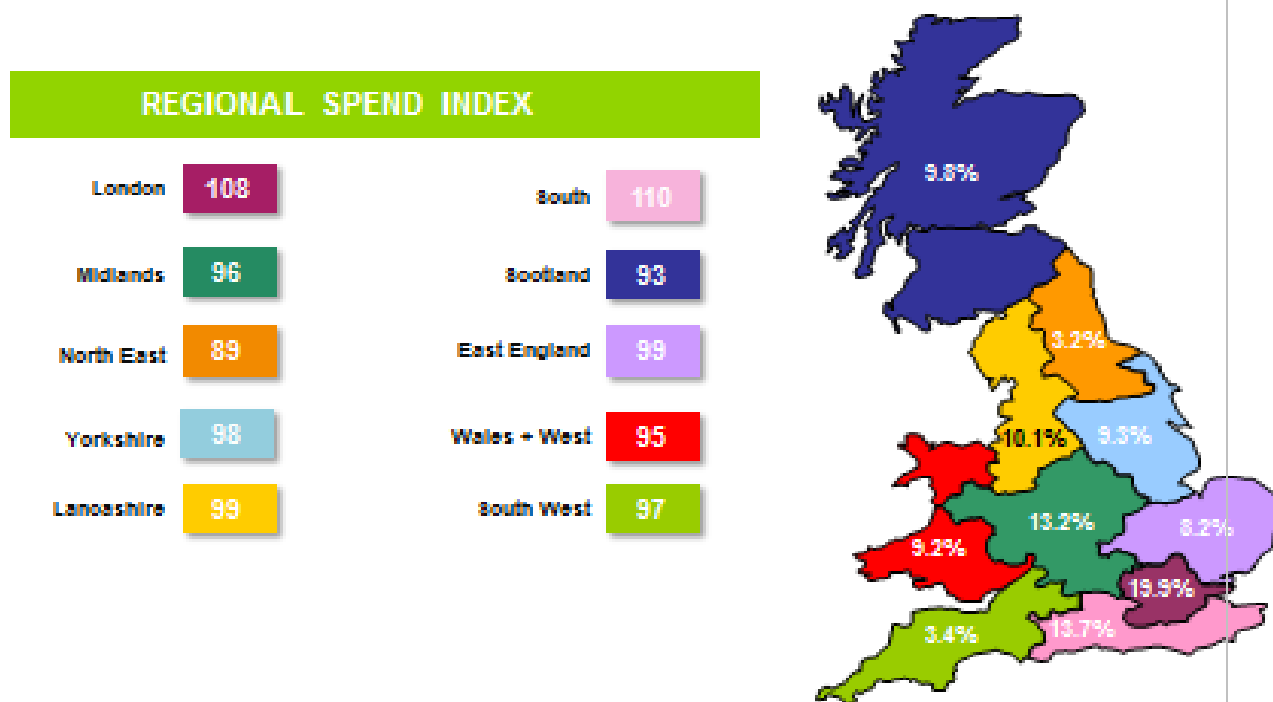
Summary of the approach followed to allocate the samples to regions, retailers (fresh/frozen and cuts for chicken only).

Chicken samples (fresh and frozen): N=340

Based on the total chicken consumption data (both fresh and frozen from Kantar), 333 samples will be collected in GB and 7 samples collected in NI.

GB:

- There are detailed fresh and frozen consumption data (by retailers and by cuts) in the 10 GB regions, proportional to size sampling was done to allocate samples to the type, region, cuts and retailers.
- Type: 296 fresh vs 37 frozen samples
- Region: London; Midlands; North east; Yorkshire; Lancashire; South; Scotland; East England; Wales+West; South west



- Cuts: breast fillet; leg/thigh/mixed; whole chicken and miscellaneous (to include all other categories. E.g., crown, half bird, wings, mini fillets, steaks, joints, mince)
- Retailers: Total Tesco; Total Asda; Total Sainsbury's; Total Morrison; The Co-Operative; Total Iceland; Total Waitrose; Aldi; Lidl; Marks & Spencer; Butchers; Miscellaneous

The allocation of UK chicken samples to retailer reflects the Kantar data for UK sales volume.]

Kantar Volume (000Kg's)

Total Tesco	114939	(24%)
Total Iceland	19543	(4%)
Total Sainsbury's	57486	(12%)
Total Asda	54386	(11%)
Aldi	49171	(10%)

Total Morrisons 43334 (9%)

Total Market 487889 (100%)

NI:

- There was no fresh/frozen split consumption data in NI, and the GB fresh/frozen ratio was used.
- Proportional to size sampling was done to allocate the 7 samples into the type, cuts and retailers.
- Type: 6 fresh vs 1 frozen samples
- Region: NI only
- Cuts: Dark meat (legs/wings); fillets/part boned; whole birds; other chicken
- Retailer: Tesco; Sainsbury's; Asda; Lidl; Others
- Noticed that the specification of cuts were different between NI and GB. This is due to the different classification in the Kantar consumption data. It is decided that we will use the consumption definition provided by Kantar for the sampling in NI, and the samples will be "re-classified" based on the GB classification once it is purchased. Butchers are grouped in the "Others" category in NI.

Fresh pork mince samples: N=340

- Note: There is no sale of frozen pork mince in most UK supermarket, so only fresh pork mince samples will be collected.
- NI: There is also no consumption data regarding pork mince in NI, so the population data was used as proxy to decide the number of samples to be collected in NI (N=10). In addition, the retailer market share data for chicken consumption in NI was used as proxy for the retailer market share data for pork mince: Tesco (N=4); Sainsburys (N=2); Asda (N=1); Lidl (N=1); Others (N=2). As noted in the chicken sampling, "Others" included butchers in NI.
- GB: There are detailed fresh pork mince consumption data (by retailers) in the 10 GB regions, proportional to size sampling was done to allocate samples to the 10 region and 12 retailers groups.

Sampling period

All sampling will be completed during September and October 2017. HallMark has liaised with the laboratories and planned the sample delivery schedules with respect to the ability of the Laboratories to process/store samples.

The laboratories have a maximum weekly capacity as follows:

- APHA: max. 40 pork samples per week.
- PHE London: max. 20 chicken samples per week
- PHE Porton: max. 20 chicken samples per week
- AFBI: 10- to 20 samples per week

The table illustrates the agreed schedule for the collection of 680 samples during September and October 2017 (Mondays, Tuesdays and Wednesdays collection only)

	Week Number		Date	AFBI (Ireland)	PHS London	PHS Porton	APHA Weybridge	Weekly totals
September	1	Monday	04-Sep		9		10	91
		Tuesday	05-Sep	11			10	
		Wednesday	06-Sep		10	22	19	
	2	Monday	11-Sep	7		10	10	82
		Tuesday	12-Sep		10	10	15	
		Wednesday	13-Sep		10		10	
	3	Monday	18-Sep	11			10	84

		Tuesday	19-Sep		10		12		
		Wednesday	20-Sep		10	16	15		
	4	Monday	25-Sep	0	3	10	10	75	
		Tuesday	26-Sep	0			20		
		Wednesday	27-Sep	0	10	12	10		
October	5	Monday	02-Oct	10	6		10	90	
		Tuesday	03-Oct	11			7		
		Wednesday	04-Oct		11	18	17		
	6	Monday	09-Oct	7	10	10	14	79	
		Tuesday	10-Oct	7		7	14		
		Wednesday	11-Oct				10		
	7	Monday	16-Oct	7	9		10	90	
		Tuesday	17-Oct	10			15		
		Wednesday	18-Oct		13	14	12		
	8	Monday	23-Oct	9		11	10	89	
		Tuesday	24-Oct	10	7	5	5		
		Wednesday	25-Oct		7	10	15		
				Chicken	50	135	155		680
				Pork	50			290	

1. PROPOSED SAMPLING METHODOLOGY AND JUSTIFICATION OF THE APPROACH

2.1. Preparation (prior to sample collection)


HallMark has systems to provide equipment nationally and will supply all essential and necessary equipment for the provision of the service. HallMark will ensure that purchased products conform to the expected requirements and quantity. We only use approved and effective suppliers such as Icertech. HallMark store and send out sampling equipment centrally. Sampling equipment confirmation receipt is required by the surveyors at least one week before sampling commences. Surveyors will receive an equipment form and need to check the delivered equipment against that form. Surveyors will confirm receipt or non-delivery of equipment and documents to the sampling operations team. Any left-over consumables and equipment is to be recycled or reused on a different project.

2.2. Equipment

Each Surveyor shall ensure they have the following items to be used for collection of samples:

Table: Sampling Kit Unit Summary

Item	Use	Supplied by	Image	
Coolbox and ice elements	To keep samples cooled during transport, before final packing	Surveyor's own		
Grip seal clear polythene bags	To contain 1 sample per bag to prevent cross-contamination; then placed into a tamperproof sample bag with unique sample number	Supplied centrally by Hallmark		
Tamperproof sample bag with unique number	To contain 1 sample (which is already contained in a clear grip seal bag)	Supplied centrally by Hallmark		
Sharpie Permanent Marker	To write Shipping details	Supplied centrally by Hallmark		
Self-adhesive Document Wallets (to contain the laboratory submission letter)	The self-adhesive pouches serve as shipping labels, with the address of the laboratory showing through the clear polythene.	Supplied centrally by Hallmark		
Sample Protection Material such as bubble wrap, loose packing peanuts, recycled shredded paper etc.	To protect samples from getting damaged inside the consignment box.	Some bubble wrap supplied by Hall Mark. Surveyors are required to recycle any other protection materials, too.		
Ice-Pads	Submerge in water until plump. Place in freezer 6-8 hours before use.	Supplied centrally by Hallmark		

Icertech Insulation boxes and Icertech chill packs	For temperature controlled sample packing See Support Document <i>HallMark Section 2.2 Icertech General Performance Summary</i>	Supplied centrally by Hallmark	
Packaging Tape	To seal the consignment box for dispatch.	Supplied centrally by Hallmark	

We have carefully selected the use of the above equipment as in our opinion, it delivers:

- Cost effective consumables
- Efficient and proven performance

2.3. Sampling Documents

The following sampling documents will be supplied to each Surveyor and used in the collection process:

Sampling Document	Description
Sampling Instructions Document.	This provides information for the Surveyor, including the clearly defined methodology to follow. Surveyors must follow the correct procedure for collection of samples, as described in this document
Annex 1 Sampling Steps Checklist.	Laminated tick list containing all important sampling steps to aid with sampling methodology
Annex 2 Sample Request Form (known as the weekly shopping list)	This contains weekly sampling information such as type and number of retailer(s) group, region; purchase location number and name, product categories etc. For illustration please refer to the additional Supporting Documents folder HallMarkSection 2.4 Annex 2 SampleRequest Form
Annex 3 Data Collection Form	(Offline-printer friendly). For Survey data collection at the time of packaging and dispatch. For illustration please refer to the additional Supporting Documents folder HallMarkSection 2.3 Annex 3 DataCollection form
Online Survey Data Collection Form	Required for sample logging and to report data back to HallMark Operations Team and the selected laboratory. Almost any web browser, including smartphone and tablet browsers, can be used to access the HallMark systems (HMSS)
Annex 4 FSA Notification Leaflet	To notify small retailers at the time of purchase. For illustration please refer to the additional Supporting Documents folder HallMark Section 2.5. A Notification leaflet template
Annex 5 Laboratory submission letter Document	To send with batch of collected samples to the laboratory. For illustration please refer to the additional Supporting Documents folder HallMark Section 2.5. A Annex 5 Laboratory submission letter
Shipping labels	<ul style="list-style-type: none"> - Self-adhesive Document Wallets: the self-adhesive pouches serve the purpose as shipping labels and contain relevant documents/information with the address of the Laboratories showing through the clear window - Courier labels

	Packages must be clearly labelled "PERISHABLE"	
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2.4. Sample Request Notification

HallMark Operations Team will assign collections to Surveyors each week using the HallMark Sampling System (HMSS). The Annex 2 Sample Request Form or Shopping lists' can be downloaded from the HMSS data system online.

The shopping list contains

- The list and numbers of samples to be obtained each week
- Retailer(s) name and address included in the route
- Region; purchase location number and name
- Region including purchase location number and name
- Food item and food Category to be purchased
- Further detail on description/purchasing instructions
- Advice for the selection of a specific product within the retailer
- Storage Temperature requirements at laboratory (Frozen or Chilled)
- Packing Requirements
- Laboratory delivery address

For illustration please refer to the additional Supporting Documents folder [HallMark Section 2.4 Annex 2 Sample Request Form](#)

2.5. Retail Sampling Process

- Surveyor will consult Sampling Request Form and organise collections for that week.
- On arriving at the retailer, Surveyors will identify location of samples and collect at random from the refrigerator cabinet – not necessarily from the front of the display.
- The surface temperature of the sample will be checked and recorded prior to purchase. This is achieved using the calibrated infrared thermometer supplied.
- Samples are placed inside a large, sterile, grip sealed bag in order to ensure cross contamination with other samples, hands and surfaces is avoided. (See cross contamination precautions section below)
- For 'Small Retail Outlets', Surveyors will issue a leaflet from the FSA to inform them at the time of purchase that samples have been taken from their establishment for a Survey. The leaflet will be issued after purchase to avoid outlet owner's participation issues, where they may be reluctant to allow purchasing of the sample(s). Hard copies of the Annex 4 FSA Notification Leaflet are supplied centrally by HallMark Operations Team together with the other documentation and the relevant equipment. For illustration please refer to the additional Supporting Documents folder HallMark Section 2.5. Annex 4 FSA Notification leaflet template
- Surveyors do not need to provide the FSA Notification leaflet to 'large retail outlets' (i.e. Tesco, Asda, Sainsbury's, Morrisons, Co-op, Waitrose, Aldi, Lidl, Iceland, Spar, Kwiksave, Safeway). HallMark Operations Team will notify large retailer's headquarters, rather than providing a letter to the individual store manager at the time of purchase.
- Microbiological Survey protocols require high-resolution digital photographs to be taken of the samples on receipt at the analysing Laboratories. Photographs are to be taken before the samples are packed and dispatched to the laboratory. Photographs taken by the Surveyors are uploaded in the HallMark Sampling System (HMSS). Access will be given to selected Laboratories as part of data transfer and innovative solutions. Any photographs taken outside the laboratory environment will be taken with the sample inside the transparent large grip seal bag to avoid cross contamination.
- The bag containing the sample will be placed inside a numbered tamperproof sample bag and sealed. This

provides the identification of each sample collected including sequential numbering and barcoding (unique sample number), plus a tear-off receipt at the top of the bag which carries the same number as the bag. The number must be quoted in any correspondence about the sample. Once sealed, the bag will not be opened until the sample has reached the laboratory.

- Samples will be kept chilled/frozen (as required) from the time of sampling until delivery to the laboratory. This is achieved by storing samples inside the Insulated shipping Box provided containing the gel freezer packs. Gel freezer packs will be placed in a freezer at least 48 hours before sampling and are held frozen until use. These will be kept away from direct contact with the samples using the polystyrene divider. Bubble wrap is used to secure the sample in the box when loose.
- Chilled and frozen samples will be segregated, packed and labeled in separate Shipping boxes. This will facilitate the laboratories identifying chilled and frozen samples which could be stored for later analysis (within the self-life)
- Correct packaging and temperature control is paramount; temperature and package integrity will be checked and recorded on arrival at the laboratory.
- Insulated Shipping Box is to be closed securely. It is important that the pack is not left open, or closed without gel freezer packs for any length of time as this may damage the sample. Packaging tape is used to seal the consignment box for dispatch.
- Once sealed, an adhesive address label (provided) is attached to the outer carton across the sealed joint.
- Sealed consignment box is finally placed in a cool area/cool room and away from direct sun light/heat until dispatch is arranged. Samples must reach the laboratory within 24 hours of purchase.
- An Annex 5 laboratory submission letter is completed for each box consignment and placed in the self-adhesive document wallet adhered to the consignment box. The number of samples in a consignment box will correlate with the number entered on the form. The self-adhesive transparent document wallet is adhered to the outer surface of each consignment box and acts as an address label for the relevant laboratory. For illustration please refer to the additional Supporting Documents folder *HallMark Section 2.5. Annex 5 Laboratory submission letter*
- Samples will be dispatched to the Laboratories from Monday to Thursday only (subject to laboratories preference), avoiding bank holidays or public holidays, so the sample does not arrive outside of laboratory hours. Samples will be purchased early in the day so they can be sent on the same day to the laboratory.
- Samples will be delivered to the laboratory with a target of a maximum of 24 hours from purchase. To achieve this, we propose the use Parcel Force Express AM service which guarantees delivery before 12pm the following day. Individual parcels can weigh up to 30kg and there is no weight limit for a consignment of multiple parcels. The service offers excellent flexibility around collection, including collection from a stated location, a local Post Office or a Parcel Force depot. Delivery covers the majority of UK destinations, is fully tracked, and requires electronic signature. Delivery Time is guaranteed and insurance is included. Initial research indicates that the service is cost efficient, highly reliable and guaranteed, thus, for the purposes of this Invitation to tender financial pricing we have estimated the pricing based on the use of this service. If the laboratory is close to the home address of the Surveyor, close to the outlet or along the route of the Surveyor's journey, the Surveyors would deliver the samples to the laboratory directly in their own vehicle. However, we are flexible, and FSA and the selected Laboratories may have other preferred options which HallMark could easily adopt, such as APC nationwide Next day delivery, Top Speed Couriers next day service (existing system used by the labs); other local couriers or refrigerated vehicles from selected laboratories (share of cost and resources) where the cost is found to be more competitive.

Cross-Contamination Precautions

- i. It is essential that cross-contamination is avoided during the retail sampling process. Precautions will therefore be taken at all stages to ensure that the equipment used during sampling, transport and storage is not contaminated with the pathogens investigated in the Survey. Briefly a single sample from the selected retailer is to be collected and placed into one of the large grip seal bags, sealed and then placed into a second numbered large tamperproof sample bag and sealed. The samples are to be packed into the chilled Insulated Shipping Box and sent to the selected laboratory for testing. Where required by the FSA we will place in separate shipping boxes chicken samples and pork samples.

Surveyors will take the following steps to ensure avoidance of cross contamination:

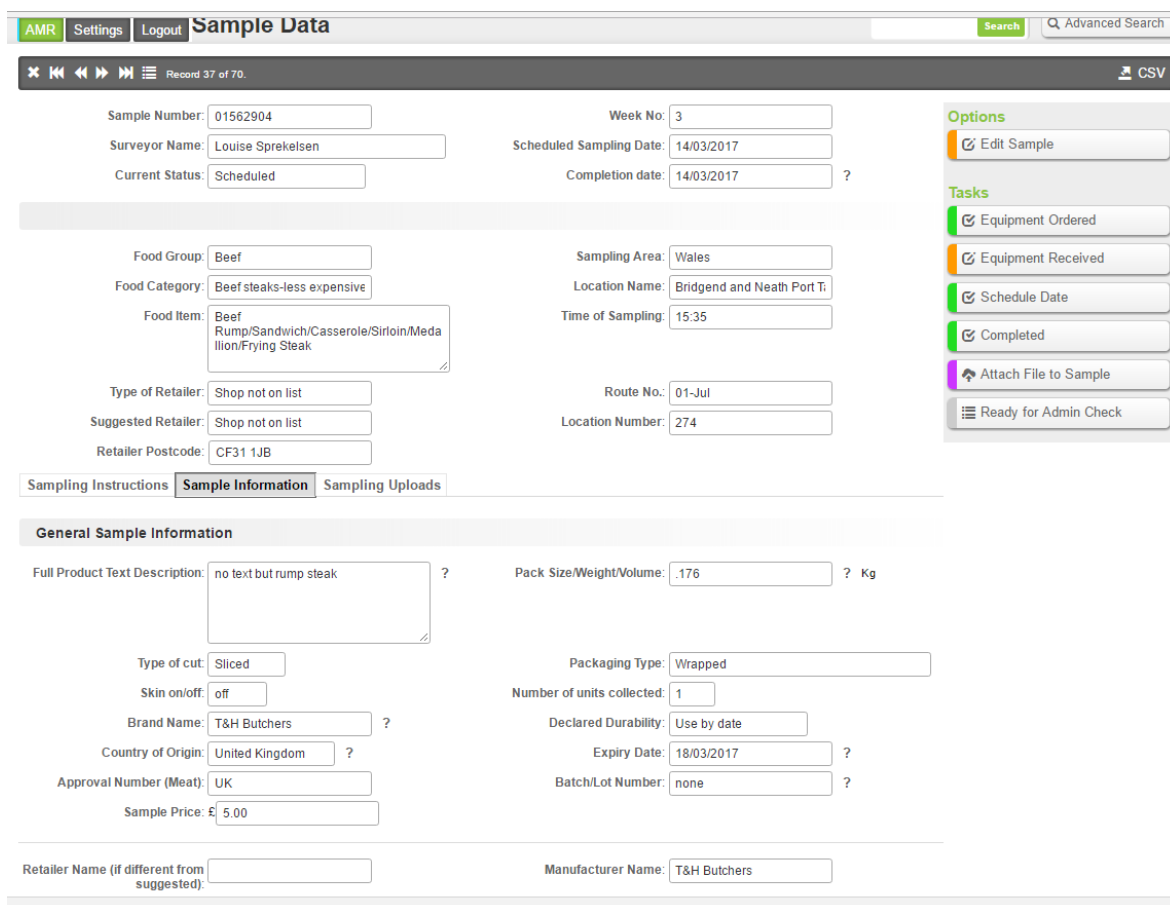
- Each sample will be kept separate from other samples on the same day of collection at all times
- Handling, wrapping and packing of one sample at a time
- Each sample will be placed into a separate large grip seal bag, which will be sealed immediately to avoid the risk of cross-contamination until testing can take place
- Not re-using sampling equipment unless disinfected by the lab (to be agreed with the laboratories).

2.6. Data Collection of Sample Information & reporting Data to HallMark and Laboratories

Surveyors are required to record a high level of detailed information about samples collected in accordance with the agreed protocols. The data acquired ensures traceability of the samples.

All sample data should be logged into HMSS. Required information includes Sample Number; Date/time of purchase; Brand name (if any); Product description; Weight/volume of each sample purchase and number of units purchased to make sample size; Manufacturer name; Retailer name and address; Country of origin; Durability ; Batch code/lot; Approval Number; Form of packaging; Whether it was chilled or frozen; Date/time of delivery of sample to laboratory; Sample price etc.

Screenshot of the HallMark Sampling System (HMSS)



The screenshot displays the HallMark Sampling System (HMSS) interface. At the top, there is a navigation bar with 'AMR', 'Settings', and 'Logout' links, followed by the 'Sample Data' title. A search bar is located on the right. Below the navigation bar, a status bar indicates 'Record 37 of 70' and a 'CSV' export option. The main form is divided into several sections:

- Sample Information:** Includes fields for Sample Number (01562904), Surveyor Name (Louise Sprekelsen), Current Status (Scheduled), Week No. (3), Scheduled Sampling Date (14/03/2017), and Completion date (14/03/2017).
- Food Group:** Includes Food Group (Beef), Food Category (Beef steaks-less expensive), and Food Item (Beef Rump/Sandwich/Casserole/Sirloin/Meda lion/Frying Steak).
- Sampling Area:** Includes Sampling Area (Wales), Location Name (Bridgend and Neath Port T), and Time of Sampling (15:35).
- Retailer Information:** Includes Type of Retailer (Shop not on list), Suggested Retailer (Shop not on list), and Retailer Postcode (CF31 1JB).
- Route Information:** Includes Route No. (01-Jul) and Location Number (274).
- Options:** A sidebar on the right with buttons for 'Edit Sample', 'Equipment Ordered', 'Equipment Received', 'Schedule Date', 'Completed', 'Attach File to Sample', and 'Ready for Admin Check'.
- General Sample Information:** Includes Full Product Text Description (no text but rump steak), Pack Size/Weight/Volume (.176 Kg), Type of cut (Sliced), Skin on/off (off), Brand Name (T&H Butchers), Country of Origin (United Kingdom), Approval Number (Meat): UK, Sample Price (£ 5.00), Packaging Type (Wrapped), Number of units collected (1), Declared Durability (Use by date), Expiry Date (18/03/2017), Batch/Lot Number (none), Retailer Name (if different from suggested), and Manufacturer Name (T&H Butchers).

2.7. Quality Control

As part of HallMark's ongoing quality reviews, our central support team remotely monitors the HallMark Sampling

system, which provides full real-time access to all the necessary documentation relevant to each sample. The information recorded by the Surveyor is checked on each individual sample against the photograph uploaded. The uploaded sample photographs are used for evidence and quality control

Screenshot of HSS Sampling Uploads
Section

Retailer:
 Location Number:

Retailer Postcode:

Files uploaded: ☒ [image.jpeg](#)



☒ [IMG_5324.JPG](#)



2.8. Data Transfer to Laboratories

The HMSS allows the transfer to data and reporting to multiple Laboratories. Individual Laboratories will be able to have their own log-in details and have access to the samples relevant to them. This data will be live as it is entered

on to the system, allowing for real-time tracking of the sampling process. In addition, is the best solution for the management of data spreadsheets - eliminating the need for version control.

2.9. Testing and Laboratories Feedback

On receipt of the samples, Laboratories will check:

- The information recorded by the Surveyor
- The packaging of the sample is intact before testing. If packaging has been damaged during transportation this should be noted
- The temperature of the samples will also be recorded on receipt; those at temperatures above 8 will not be tested

Any samples that are rejected will require the laboratory to notify HallMark via the system. Following laboratory feedback, if further sampling is considered necessary, then the HallMark Operations Team will make appropriate arrangements with the Surveyor.

Laboratories will access the HallMark Sampling System (HMSS) and confirm acceptance of the samples to the Surveyor and HallMark Operations Team.

Additional Supporting Documents relevant to this Section

[HallMark Section 1.1. 1 amr-systematic-review-final-report-2016](#)

[HallMark Section 1.2.1. NUTS 3 Sample size](#)

[HallMark Section 2.2 Icertech General Performance Summary](#)

[HallMark Section 2.4 Annex 2 Sample Request Form](#)

[HallMark Section 2.3 Annex 3 Data Collection form template.](#)

[HallMark Section 2.5. Annex 4 FSA Notification leaflet template](#)

[HallMark Section 2.5. Annex 5 Laboratory submission letter](#)

1. INNOVATION

Please provide details of any aspect of the proposed work which are considered innovative in design and/or application? E.g. Introduction of new or significant improved products, services, methods, processes, markets and forms of organization

1. HallMark Sampling System - Innovative Data-sharing

The HallMark Sampling System (HMSS) is a custom-built platform (an Innovative IT tool) for managing sampling projects that enables management of the entire sampling process, connecting with multiple Laboratories and FSA projects.

The system is based on tried and tested operational experience working for the FSA in sample collection across a range of wide variety of sampling projects. In a nutshell, the system assists with the following important tasks:

- Surveyors access to project sampling data to inform their local sampling plans
- Easy access to shared sampling data
- Central co-ordination including assignment of samples to Surveyors and management of sample requests
- Access to real time report spreadsheets, managing version control and reducing the need for email traffic
- Sourcing of sampling equipment monitoring, stock control
- Schedule sampling days and notification to HallMark central teams and Laboratories so workload can be planned in advance (this is extremely useful for Laboratories based on operational feedback)
- Access to relevant information to prepare the collection
- Recording of communications relevant to individual samples
- Easy sample data logging and upload of receipts and photographs for checking (QC)
- Notification to the central team and Laboratories on completed collections and or non-collections
- Data accuracy and centralised quality control systems
- Rapid electronic transfer of sample information from Surveyors to Laboratories, and vice versa such as laboratory feedback, confirmation of receipt, acceptance or request for re-samples

- Added value to Laboratories avoiding data duplications.
- Centralised storage of standardised sampling data
- Centralised updates to bring the system in line with changes
- Ability to link the sampling database with multiple laboratories and FSA client

3. An Innovative Team

We are flexible in methodology and approach and could adapt to any other existing system. We could use equipmentsources by Laboratories, adopt alternative preferred delivery options and can set up any preferred system quickly.

4. Innovative and Flexible working practices for handling multiple analytical Laboratories or contractors

We already have experience doing this. HallMark has worked with multiple Laboratories such as FERA, Public Health England, Premier Analytical Services, Animal and Plant Health Agency. The HallMark IT system has been designed to support a secure multi-lab analysis strategy.

3:THE PROJECT PLAN AND DELIVERABLES

A.THE PLAN

Please provide a detailed project plan including, the tasks and sub-tasks required to realise the objectives (detailed in Part 1). The tasks should be numbered in the same way as the objectives and should be clearly linked to each of the objectives. Please also attach a flow chart illustrating the proposed plan.

Table: Detailed Project Plan

Task No.	Task and subtasks Name	Target completion date	Resources initials	Objective number	Deliverable number
1	Survey Pre-Design	A	DS, RVC	O.1	
2	Contract awarded and signed	15/08/2017	FSA, DS,		
3	Project initiation meeting (s)				
3.1	Project Initiation meeting with FSA	12/07/2017	DS,FSA,RVC	O.2.1	
3.2	Project Initiation meeting with laboratories	12/07/2017	DS, FSA, Labs	O.2.2	
4	Establish the sampling project plan and methodology	1 st Aug 2017 - end Aug 2017	DS, FSA, labs		
4.1	Authorise the Sampling Project plan cost and methodology (peer review of design by FSA)	31/08/17	FSA	O.3	D1
5	Project Launch	01/09/2017		O.4	
6	Sampling preparation	August 2017	DS/PD		
6.1	Confirmation of the workforce	August-17	PD	O.5.1	
6.2	Training	End August2017	DS	O.5.2	
6.2.1	Finalize Surveyors training pack & test	Beginning August 17	DS		
6.2.2	Delivery of the training	End Aug 2017	DS		
6.2.3	Equipment Preparation and Dispatch	End Aug 2017	PD	O5.3	
6.2.4	Configure Sample Software and Test	15t Aug 2017	Evergreen, DS		

7	Execution of sampling plan & reporting	August	All Staff		
7.1	Collection process	During September and October	All Staff	O6.2	D2
7.2	Ongoing Quality Reviews	During September and October	PD		
8	Reporting	Sept			
8.1	Notification to retailers	Beginning Sept November	PD		
8.2	Final sampling report	30/11/17	DS	O.7	D3

Overview

A comprehensive Plan based on a sound process design guaranteeing quality and final reports, founded in FSA clarification meetings to confirm satisfaction with the sampling methodology, preparation, collection and equipment preparation. Adoption of the ground-breaking HallMark Sampling System (HMSS) – bespoke software to meet project requirements and a parallel Surveyor training programme. Delivery of all objectives and deliverables, on time and which meet the quality standard of the FSA.

Introduction

The following is a description of the tasks and sub-tasks required to realise the objectives (detailed in 2a of this application). It is expected that this will **be two-month Survey that will be undertaken during September and October 2017.**

A detailed project plan, including linked objectives, deliverables, deadlines and resources can be found at the end of this section.

1. Survey Pre-Design

Objective 1: *To design a pragmatic and cost effective sampling plan, which is based on relevant data, is fit for purpose, realises the objectives and ensures the methodology is clearly recorded and consistent for all parties.*

The provisional sampling plan and a methodology proposed by HallMark are described in the approach/scope of work and represents a base model. We acknowledge that the final surveillance study design will be shared with and approved by FSA before commencement of sample collection.

2. Contract awarded and signed

3. Project initiation meeting(s)

3.1. Project Initiation meeting with FSA

Objective 2.1: *To ensure that all information relevant to the project concerned has been provided or requested and hallmark has full understanding of the sampling specification to meet FSA objectives and expectations.*

Following contract award, HallMark Project Manager together with the RVC consultants will liaise with the FSA for any further clarification/discussion of the sampling plan that may be required in order to ensure that all information relevant to the Survey concerned has been provided/requested; and ensure good understanding of the sampling specification. A face-to-face meeting is required for ultimate clarity. Where possible this clarification will be done in

conjunction with selected Laboratories in order to create cohesive protocols.

The meeting(s) would follow a structured checklist to clarify the key variables in order to establish and agree the final sampling project plan. HallMark will aim to use the meeting with the FSA to clarify the following:

- Objectives and Approach Clarification

- Obtain/confirm Market Share Data –
 - The study will be representative of all four countries using market share data.
 - Also, the market share for raw fresh and frozen chicken (whole and portions) and for raw fresh and frozen pork mince sold at retail shall be obtained from the FSA.
- Confirmation of sampling geographic locations - The selected geographic locations would be confirmed between the RVC statisticians and the FSA statisticians.
- Confirmation of sample numbers including any contingency.

- Sampling Methodology Clarification

We would aim to clarify the selection of the preferred sampling and data management equipment. HallMark will agree with the FSA which sample information will be required for reporting purposes. FSA will review the requirements on the information that is required to be recorded for each individual sample. Based on the agreed reporting data, a detailed Annex 3 Data Collection Form will be created for Surveyors to complete for each sample (i.e. date and time of purchase, temperature at display, brand name etc.).

In addition, we will confirm the specific Survey requirements, timeframes and protocols for sample handling, temperature control and sample photographing, as well as the preferred method of transportation of samples. Similar to the arrangements agreed for the microbiological Survey that HallMark is currently delivering for the FSA (Project Reference FS102109 EU Harmonised Survey of Antimicrobial Resistance (AMR) on Retail Meats – Retail sample collection, transportation and Survey design services) and in order to ensure a maximum transport time of 24h from purchase to arrival, HallMark proposes Parcel Force Express AM service which guarantees delivery before 12pm the following day. Parcels can weigh up to 30kg and there is excellent flexibility around collection, including collection from a stated location, a local Post Office or a Parcel Force depot. Delivery covers the majority of UK destinations, is fully tracked, and requires electronic signature. Delivery time is guaranteed and insurance is included. However FSA and or laboratories may have other preferred or more cost effective options which HallMark could easily adopt, such as APC nationwide Next day delivery, Top Speed Couriers next day service (existing system used by the FSA in slaughterhouses across the country); other local couriers or refrigerated vehicles from selected Laboratories contractors (share of resources) if considered competitive.

3.2. Project Initiation meeting with laboratories (completed on Monday 31/07/17)

Objective 2.2: *To ensure consistent communication of data and sample labelling between collection and the Laboratories involved in the analysis.*

HallMark will liaise with the Laboratories performing the analysis for verification of the sampling plan and in order to establish necessary handover protocols. The Laboratories can provide this information to ensure collection scheduling is linked to capacity and sample planning. For microbiological Surveys, close collaboration with the laboratory regarding scheduling is very important.

The Laboratories performing the analyses (PHE London, PHE Porton, APHA Weybridgen and AFBI Ireland) will be consulted for verification of the sampling plan including the following information:

Table: Laboratory hand over protocols list

Sampling Requirement	Description
----------------------	-------------

Laboratories key contacts	<p>The point of contact for each laboratory– including Operational and Senior. key contact details for each of the four labs involved in the study.</p> <p>APHA: Dr Luke Randall, Field Epidemiology & Surveillance, Department of Bacteriology, Animal and Plant Health Agency (APHA) Woodham Lane, Addlestone, Surrey, KT15 3NB [REDACTED] [REDACTED]</p> <p>AFBI: Prof. Nicolae Corcionivoschi Food Microbiology, Agri-Food & Biosciences Institute, 18a Newforge Lane, Belfast , BT9 5PX, Northern Ireland [REDACTED] [REDACTED]</p> <p>PHE London: Dr Nicola Elviss, FW&E Laboratory, Public Health England 61 Colindale Avenue London NW9 5EQ [REDACTED] [REDACTED]</p> <p>PHE Porton: Dr Caroline Willis, FW&E Laboratory, Public Health England, Manor Farm Road, Porton, Wiltshire, SP4 0JG [REDACTED] [REDACTED]</p>
Sample size	100 gr is considered sufficient

Determine Laboratories capacity and schedule	See above
Labelling protocol	HallMark has confirmed with the Laboratories the relevant submission sheets and labelling protocols to accompany samples to the laboratory. Traceability of the sample will be assured with the completion of the laboratory submission letter.
Sample numbering	We have agreed the provision of sample bags with printed unique sample numbers. This guarantees one individual number per sample;
Temperature conditions and confirm sampling equipment	The meat must be kept at a domestic fridge temperature between 2 and 8. C. The laboratory will record sample temperature upon arrival.
Delivery arrangements	Arrangements for delivery of samples to the laboratory for analysis including when to arrange delivery of sample/s and preferred delivery methods. Plan is for Monday to Thursday collection.
Establish/confirm the data reporting requirements	Laboratory requirements and data transfer solution have been agreed.
Confirm testing and laboratory feedback protocols	Including confirmation of acceptance and notification of rejection of samples. Any samples feedback including those that are rejected will require the Laboratories to notify HallMark via the HallMark Sampling System.

4. Establish the sampling project plan and methodology

Following clarification meeting(s), the HallMark operations team will compile all the information including FSA information, Laboratories and statistical procedures and will write up/document a final project protocol which will include:

- The final agreed objectives.
- Justified approach and study design.
- Detailed timetable for completion and deadlines.
- Gantt chart.
- Responsibilities.
- Deliverables.
- Sampling frames.
- Full methodological protocol with clear description of the work to be undertaken
- Provision of monitoring and risk assessment management. –
- Final project cost

4.1. Authorise the Sampling Project plan cost and methodology (peer review of design by FSA)

Objective 3: To ensure the plan is fit for purpose, agreed by FSA and Laboratories and within the FSA objectives

This plan will then be communicated to the FSA for approval/verification. HallMark will make any necessary amendments, identify any further risks, and seek authorisation.

Deliverable 1 (D1): Clear Project plan defining all sampling work and reporting to be undertaken, Scope of Work, Pricing

Schedule as agreed with FSA by this date (**4th September 17**)

5. Project Launch

Objective 4: *Ensure all internal and external stakeholders are aware of the commencement of the project.*

Once authorisation is given, the project will commence.

6. Sampling preparation

This section describes the activities required to ensure resources are in place for efficient and accurate sample collection. Our focus is to ensure that Surveyors are properly prepared and completely clear about what is required of them, in order to ensure an efficient collection programme.

6.1. Confirmation of the workforce

Objective 5.1: *To identify/confirm suitable and sufficient office staff and Surveyors and to ensure resources are in place to deliver efficient and accurate sample collection*

HallMark has selected 10 Surveyors with sample collection experience across the UK who will carry out the collections. All HR are carried out centrally at our Gloucestershire office. The required workforce is now confirmed (10 staff) including their individual availability around other commitments, rotas have been established including training. Completion date 23/08/17.

6.2. Training

Objective 5.2: *Verified training for all Surveyors with consistent instructions and guidance in order to achieve that all sample collections are delivered in a consistent manner.*

6.2.1. Finalize Surveyors training pack & test

HallMark Operations team has finalized the training materials which has been verified by the labs and FSA. Each Surveyor will receive the Sampling Instructions Document/methodology before commencement. The Sampling Instructions Document provides information for the Surveyor, including the clearly defined methodology to follow. Samples must be collected exactly as described in this document.

6.2.3 Equipment Preparation and Dispatch

Objective 5.3: *To ensure the provision of Surveyors with instructions, sampling equipment and documents*

HallMark will ensure that all sampling packs and documents are prepared and available to Surveyors.

6.2.4. Configure Sample Software and Test

In order to ensure that all information is entered consistently, to reduce human error and improve communications, HallMark will use tailor made sampling software. The system is designed to facilitate data collection and management, and give access to multiple users (including FSA and Laboratories) at any one time. The software can be adapted to specific sampling needs. The system also enables real-time reporting to enable progress reporting for FSA and laboratory

7. Execution of sampling plan & reporting during August (two Months Sept and October 2017)

7.1. Collection process

Objective 6.2: *The collection or purchase of samples by trained competent staff in accordance with FSA best practice guidance.*

Deliverable 2 (D2): All Samples delivered to analytical Contractor(S) **by end of October**

7.2. Ongoing Quality Reviews

The quality control mechanisms would include authorisation of outputs as agreed with the FSA and on-line review of collection against plan: Operations team full time dedication to monitor this work. HMSS would allow stakeholders to directly access relevant sampling information. In this way progress updates, can be viewed at any point during the project.

8.Reporting

8.1. Notification to retailers

HallMark Operations Team will notify large retailer's headquarters following standard FSA guidelines.

8.2. Final sampling report

Objective 7: *To ensure accurate reporting and that the objectives and deliverables are achieved on time, to budget and the required level of quality – driving continuous improvement.*

Deliverable 3 (D3): Final report sent to FSA by this date(30/11/17).

Hallmark will produce and submit to FSA the report on the study design and sampling within 30 days of the end of the sampling. This report will include all of the details about the samples taken. Regarding the photographic evidence of all samples, as per current projects with the FSA, they will be uploaded in the HallMark Sampling System (HMSS) where can be accessed by FSA and laboratories at any time. Where required a separate electronic file can also be provided to FSA containing the photographs.

Additional Supporting Documents relevant to this Section

HallMark Section 1.2.1. NUTS 3 Sample size

HallMark Section 6.2. Sampling Instructions AMR 2017

A. DELIVERABLES

Please outline the proposed project milestones and deliverables. Please provide a timetable of key dates or significant events for the project (for example fieldwork dates, dates for provision of research materials, draft and final reporting). Deliverables must be linked to the objectives.

Please insert additional rows to the table below as required.

A final deliverable pertaining to a retention fee of 20 % of the total value of the proposed work will automatically be calculated on the financial template.

DELIVERABLE NUMBER OR MILESTONE IN ORDER OF EXPECTED ACHIEVEMENT	TARGET DATE	TITLE OF DELIVERABLE OR MILESTONE
D1/01, 02, 03	31/08/2017	Clear Project plan defining all sampling work and reporting to be undertaken, Scope of Work, Pricing Schedule as agreed with FSA by this date.

D2/O4, O5, O6	26/10/2017	All Samples delivered to analytical Contractors by this date.
D3/O7	30/11/2017	Final report sent to FSA by this date.

4: ORGANISATIONAL EXPERIENCE, EXPERTISE and STAFF EFFORT

A. PARTICIPATING ORGANISATIONS' PAST PERFORMANCE

Please provide evidence of up to three similar projects that the project lead applicant and/or members of the project team are currently undertaking or have recently completed. Please include:

- The start date (and if applicable) the end date of the project(s)
- Name of the client who commissioned the project?
- Details of any collaborative partners and their contribution
- The value
- A brief description of the work carried out.
- How the example(s) demonstrate the relevant skills and/or expertise.
- What skills the team used to ensure the project (s) were successfully delivered.

Overview

We have provided examples of projects which demonstrate our in-depth and proven expertise in this area, including a five-year contract to supply vets, meat inspectors and veterinary expertise to the Food Standards Agency (involving sampling), an FSA Sampling design and project implementation role to deliver research and Survey projects and the DEFRA Framework for suppliers of research, diagnostic, surveillance, training and personnel services.

Sampling of food experience

Effective from 22nd July 2013 until 21st July 2017 (unless extended), the FSA Chemical Safety Division, (Agricultural, Process and Environmental Contaminants department) selected HallMark to act as the single preferred supplier in the performance of activities connected with Sampling of Food at retail and Analyses for the FSA. The aim of this four-year framework was to appoint a single preferred contractor per Lot for the retail sampling of food. Many of the FSA's sampling and analytical needs are similar in nature and this framework provides greater efficiency and flexibility in setting up new Surveys and research projects, especially when there are time constraints. Individual projects are 'called off' by the Agency, as required, by agreeing a scope of work and pricing schedule with HallMark and selected Laboratories for each Survey.

Since July 2013 HallMark has been responsible for the sampling design, implementation, delivery and successful completion on time and to budget of 12 FSA Research/Survey projects, including liaison with relevant FSA project officers and selected Laboratories.

The following are three projects that HallMark have recently completed or are currently undertaking:

Table 1: Project 1 Summary

Project Name	Project Ref FS102081 UK Total Diet Study (TDS) of Metals and other elements (+ acrylamide in selected categories). Under the Framework for the provision of Sampling of food at retail and analysis FW001/A56 Lot1
Date/s commenced/ completed	The project was delivered between 3/2/2014 to 1/08/2014

Name of the client who commissioned the project	FSA Project Officer details: Richard Burden Agricultural, Process and Environmental Contaminants Team, Food Safety Policy, Food Standards Agency; Area 2A, Aviation House, 125 Kingsway, London, WC2B 6NH; T: 02072768893
Details of any collaborative partners and their contribution	<ul style="list-style-type: none"> - RVC work with HallMark as consultants. RVC provide expert advice with regard to sampling strategies and sample size estimation - The laboratory performing the analyses was FERA - Mevalco Ltd (HallMark hub): Bristol, BS11 9DB for consolidation, QC, storage and freezing of samples (where required). On arrival at the hub the samples were logged, checked, and sorted into categories and storage temperature requirements (ambient, chilled and frozen). Samples were palletised in food groups and stored waiting for the analysis. -Equipment suppliers
Value	██████████
Brief description of the work carried out	The FSA commissioned HallMark to carry out a TDS to provide an up to date picture of exposure to metals and other elements across the whole diet of the UK population since the last TDS in 2006. The study was intended to look at the UK diet as a whole. The sampling plan involved the collection of one sample from each 'food Category' to from each of the 24 towns statistically selected. Within the 'food categories' the specific 'food items' collected were determined by consumption data and were collected to be representative of the consumption rates in the UK according to the family food Survey data. The sampling was carried out over a four month period to allow a staggered and methodical collection of the samples. The FSA pre-determined the numbers of samples consisting of 138 food categories totalling 3306 samples. These were collected from large and small UK retailers with purchasing proportionately distributed. These samples were sent to FERA for the analysis.
How the example provided demonstrate the relevant skills and/or expertise	<ul style="list-style-type: none"> - Ability to develop sampling plans - Ability to implement sampling plans - Ability to deliver sampling plans on time and to budget - Ability to interact with Laboratories and FSA - Project Management experience of Survey sampling - Ability to transfer samples to testing Laboratories - Capacity to take large numbers of samples across the UK - Ability to accurately log sample details - Ability to transfer data efficiently and securely - Processes to store samples prior to packaging and transport to a laboratory - Project management
What skills the team used to ensure the project (s) were successfully delivered	<ul style="list-style-type: none"> - Project design - demonstrating the ability to create effective, efficient, VFM solutions - Contract and project management - illustrating a knowledge of management systems and approaches, IT, organisational and administrative skills. Communication skills - via quality reporting, interpersonal skills, relationship management for contract providers and stakeholder's presentation skills where appropriate - People management - recruitment, training and deployment of the correct volumes of staff to meet project requirements and the handling of dispersed

	<p>teams</p> <ul style="list-style-type: none"> - Application of quality management and assurance practices including the development of instructions and logistics, knowledge of continuous improvement, quality assurance of the integrity of IT systems and project equipment - Management of sampling, Surveys and studies - Innovation – proven ability to generate and implement new ideas and practice within project processes - Flexibility – adaptability in the face of altering circumstances and changing objectives <p>ii.</p>
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Table 2: Project 2 Summary

Project Name	FS102109 EU Harmonised Survey of Antimicrobial Resistance (AMR) on Retail Meats – Retail sample collection, transportation and Survey design services (Year 1/year 2 and Year 3). Under the Framework for the provision of Sampling of food at retail and analysis FW001/A56 Lot1
Date/s commenced/ completed	<ul style="list-style-type: none"> - From 01/01/2015 to 31/12/2015 (Pork and Beef Sampling). - This full EC study is planned to run until December 2020 with yearly alternating sampling of poultry and beef/pork
Name of the client who commissioned the project	<p>FSA Project Officer details:</p> <p>Kirsten Stone Microbiological Risk Assessment Branch Science, Evidence and Research Division</p> <p>Food Standards Agency, Floor 1 Aviation House; 125 Kingsway; WC2B 6NH</p> <p>Tel:0207 276 8993</p> <p>Email: Kirsten.Stone@foodstandards.gsi.gov.uk</p>
Details of any collaborative partners and their contribution	<ul style="list-style-type: none"> - RVC work with HallMark as consultants. RVC provide expert advice with regard to sampling strategies and sample size estimation - The laboratory performing the analyses is APHA Weybridge
Value	<p>The value for</p> <p>Year 1 (2015) is [REDACTED]</p> <p>Year 2 (2016) is [REDACTED]</p> <p>Year 3 (2017) is [REDACTED]</p>

<p>Brief description of the work carried out</p>	<p>In accordance with Directive 2003/99/EC on monitoring of zoonoses and zoonotic agents Member States must ensure that monitoring provides comparable data on the occurrence of AMR in zoonotic agents and, in so far as they present a threat to public health, other agents. In particular, Member States must ensure that the monitoring provides relevant information at least with regard to a representative number of isolates of <i>Salmonella</i> spp., <i>Campylobacter jejuni</i> and <i>Campylobacter coli</i> from cattle, pigs and poultry and food of animal origin derived from these populations.</p> <p>As part of the requirement FSA have to provide data that can be compared with that of other member states. The Survey has been designed and implemented by HallMark in accordance with the OJEU Decisions (2013/652/EU) and EFSA Technical Specification (2014; 12(5):3686). This full EC study is planned to run until December 2020 with yearly alternating sampling of poultry and beef/pork. The 2015 investigation requires sampling of retail meats – 300 pork and 300 beef – randomly collected with proportional allocation to market-share for outlet type, population (NUTS-3) coverage and an even sampling distribution throughout the year. This is a microbiological Survey where the samples collected are fresh meat (i.e. chilled, not frozen) as sliced or diced cuts; including vacuum-wrapped or wrapped in a controlled atmosphere. As this is a microbiological study the samples are transported in a particular way such that the microbiological integrity of the samples remains intact. Arrival at the laboratory (APHA Weybridge) is within 24h of collection, under consideration of laboratory handover and timeline requirements. Sample collection is scheduled to be completed by the end of December 2015. During delivery HallMark has implemented review points with the Surveyors and with the FSA to achieve consistency throughout the project and ensure the collection of data is completed and quality checks carried out.</p>
<p>How the example provided demonstrate the relevant skills and/or expertise</p>	<ul style="list-style-type: none"> - Ability to design statistically sound, practical and cost effective sampling plans optimized for the achievement of pre-defined technical objectives such as those defined in this proposal - Ability to obtain samples for microbiological analyses so the microbiological integrity of the samples remains intact - Avoidance of cross contamination of samples - Temperature control - Ability to transfer samples to testing Laboratories within 24 hours. - Capacity to obtain large numbers of samples across the UK - Ability to accurately log sample details - Ability to transfer data efficiently and securely - Processes to store samples prior to packaging and transport to a laboratory - Ability to work closely with Laboratories

What skills the team used to ensure the project (s) were successfully delivered	<ul style="list-style-type: none"> - Project design - demonstrating the ability to create effective, efficient, VFM solutions - Contract and project management - illustrating a knowledge of management systems and approaches, IT, organisational and administrative skills. Communication skills - via quality reporting, interpersonal skills, relationship management for contract providers and stakeholders presentation skills where appropriate - People management - recruitment, training and deployment of the correct volumes of staff to meet project requirements and the handling of dispersed teams - Application of quality management and assurance practices including the development of instructions and logistics, knowledge of continuous improvement, quality assurance of the integrity of IT systems and project equipment - Management of sampling, Surveys and studies - Innovation – proven ability to generate and implement new ideas and practice within project processes - Flexibility – adaptability in the face of altering circumstances and changing objectives
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Table 3: Project 3 Summary

Project Name and Contract name	National abattoir base Campylobacter in Broilers Monitoring Programme Under the Contract with the FSA for the Provision of a fully managed service for the supplying of Official Veterinarians, Meat Hygiene Inspectors and Lead Veterinarians
Date/s commenced/completed	This is an ongoing National abattoir Monitoring programme. The Contract with the FSA started in April 2012 to April 2017 Previous contract was from February 2009 to March 2012
Name of the client who commissioned the project	Nick Streets Head of procurement FSA.Procurement@foodstandards.gsi.gov.uk
Details of any collaborative partners and their contribution	<ul style="list-style-type: none"> - Sample design and protocols are established by the FSA - Analysis and supply of equipment is completed by APHA Weybridge - Courier Transportation: Top Speed Couriers
Value	Cost of the specific monitoring programme project input are currently not available. The overarching contract Value is approx. £ [REDACTED]

Brief description of the work carried out	<p>The FSA is the Central Competent Authority for the delivery of Official Controls on food in the UK. In the context of a strategic objective of “safer food for the nation”, this contract addresses the Agency’s key role in safeguarding public health and animal welfare.</p> <p>The company service provision involves sample collection and dispatch services from approved slaughterhouses.</p> <p>The Campylobacter in Broilers Monitoring Programme is a national abattoir-based Survey to determine the prevalence of this organism in broilers. This Survey is part of a research study funded by Defra and the FSA and conducted by APHA. HallMark workforce regularly undertakes the collection of samples from approved slaughterhouses participating in the monitoring programme. FSA are required to sample a whole chilled carcase and, when specified, full and intact caeca from the same slaughter batch and despatch to APHA, Weybridge for testing. The target population is broilers chickens, including conventionally reared, free range and organic broilers. The monitoring programme is completed in relevant establishments.</p> <p>The following are other examples of sampling services performed under the contract with the FSA for the provision of a fully managed service for the supplying of Official Veterinarians, Meat Hygiene Inspectors and Lead Veterinarians :</p> <ul style="list-style-type: none"> - Shellfish collection - from April 2012 HallMark was awarded a contract -FSA Service Level Agreement for LOT No: 9 3.1 Shellfish-Official Controls Service – Sample Collection Comhairle Nan EileanSiar, Fife, Shetland Islands and Orkney. Contract started in April 2012. Duration: 5 years - Veterinary Medicines Directorate National Surveillance Scheme for Residues in Meat (RIM sampling) - HallMark staff regularly take and oversee the collection of a variety of tissue samples for residue testing. This requires identification of appropriate sampling material, collection while maintaining the continuity of evidence, freezing down of samples where required prior to dispatch to relevant Laboratories following the procedures in the Manual of Official Controls. Strict guidelines must be followed to ensure samples reach the laboratory in good condition and with accurate paperwork accompanying them. - Trichinella sampling - HallMark staff regularly take and oversee the collection of Trichinella samples from pigs. Again this involves collection, paperwork completion, sample packaging and delivery to Laboratories. - Aujeszky’s Survey samples - to demonstrate continuing freedom from Aujeszky’s disease, Defra require a sample from every breeding boar to be submitted for examination. Samples are taken by a HallMark workforce when the blood is fresh using ELISA discs, and dispatched to VLA Weybridge. This requires identifying the animals for sample, collection with appropriate equipment, entering necessary details onto a sampling submission form and arranging dispatch of samples. - TB sampling - HallMark staff have been responsible for collection of samples in relation to TB controls under an SLA agreement between FSA and APHA. The collection of samples requires staff to follow very specific manual guidance and also to work with both FSA and APHA representatives in ensuring the correct samples are taken and dispatched according to requirements of the competent
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		authority TSE testing – HallMark staff regularly oversee the collection of samples for laboratory TSE testing including sample traceability verification checks

FS515018 Study on Geographic Origin Testing (Sampling)	Dr Kevin D Hargin Previous Head, Agricultural, Process & Environmental Contaminants		Study looking at whether foods labelled as being from the UK are in fact from the UK. The sample design and collection services for this project had to be completed at short notice and under very strict time constraints. These samples were sent to FERA for the analysis.
FS102048 –Survey of metals in commercial infant foods, infant formula and noninfant specific foods.	Richard Burden Agricultural, Process and Environmental Contaminants Team		This project involved the development and implementation of a sampling plan and purchase of commercial infant foods, infant formula and non-infant specific foods. These samples were sent to FERA for the analysis of metals and other elements. A total of 397 samples were required for this Survey, consisting of 47 samples of infant formula, 200 samples of infant food and drink and 50 non infant specific foods (made up of 10 subsamples per foodstuff).
FS102056 Occurrence of Pyrrolizidine Alkaloids in food	Gillian Bramley , FSA Mycotoxins and POPs Advisor Agricultural Contaminant Team		280 samples were required for this Survey, which include 50 samples of teas, 75 samples of herbal teas, 50 samples of herbal supplements, 20 samples of algae-based supplements, 10 samples of propolis and bee products, 50 samples of honey and 25 samples of dried spices and herbs. This investigation involved the development of a thorough and detailed sampling plan and these samples were sent to FERA for the analysis.
FS102071 Investigation of PAH levels in chocolate and chocolate confectionery products	Gillian Bramley , FSA Mycotoxins and POPs Advisor Agricultural Contaminant Team		This was a Survey for polycyclic aromatic hydrocarbons, for which there are regulatory limits in the food Category 'cocoa beans and derived products'. The Survey was intended to be a snapshot to identify any obvious flaws in the existing regulation and its applicability. These samples were sent to FERA for the analysis.
FS102074 Sample collections and radiological analysis of bottled water	Dr Selwyn Runacres Food Safety Policy Radiation & Residues		This was an exploratory Survey of levels of radionuclides in bottled drinking water on sale in the UK. These samples were sent to two Laboratories for the analysis (Public Health England "CRCE Scotland & CRCE Oxford).
FS102101 Determination of masked mycotoxins in cereals and cerealbased foods	Gillian Bramley , FSA Mycotoxins and POPs Advisor Agricultural Contaminant		The project involved the sampling of cereal products, breakfast cereals, bread and rolls, pasta, biscuits and pastries, cereal snacks, cereal-based infant food, beer and dried spices. These samples were sent to FERA for the analysis.

FS102077 An Investigation of Perchlorate Levels in Fruit and Vegetables Consumed in the UK	Paul Jenkins Agricultural, Process & Environmental Contaminants Branch		In order to meet the requirements of the Commission statement on perchlorate levels in food, the Food Standards Agency is trying to investigate the level of perchlorate in fruits and vegetables (also milk & infant food) due to the current and/or historical use of fertilizers. This is a two year Survey and the samples are sent to FERA for the analysis.
FS1161 Monitoring of chlorate in Fruit and Vegetables	Kwabena Andam Agricultural, Process & Environmental Contaminants Team, Chemical Safety Policy Unit, Food Safety Policy Division		EFSA has been asked by the pesticides residues Working Group to give an opinion in April 2015 to be discussed in June 2015 so FSA is looking to generating some data ahead of the EFSA opinion. The project involves the collection, preparation and transporting up to a total of 200 samples of fruits and vegetables. The investigation also includes the sample of milk from retail outlet and on-farm and samples of infant food with fruit or vegetable ingredients from retail outlets. This full project is being completed at a <u>heavily reduced cost</u> due to the similarity between the chlorate sampling work and the perchlorate work
FS102126 Retail Survey of T-2/ HT-2 toxin levels in oat based products	Ian Smith FSA Agricultural Environmental and Process Contaminants Food Safety Policy		The primary objective of the study is to provide data to inform an exposure assessment, based on samples collected across the UK, the secondary objective is to observe any differences in T-2/ HT-2 levels at retail in products derived from oats grown in Scotland and England. The samples collected are 200 x oat based products from major retailers, health food chains, online retailers and a small number of convenience stores. These samples were sent to FERA for the analysis.
FS102076 An Investigation to establish the types and levels of nonvolatile N-nitroso compounds (NOC) in UK consumed foods produced by Fermentation	Paul Jenkins Agricultural, Process & Environmental Contaminants Branch		This investigation involved the development of a thorough and detailed sampling plan for obtaining samples of food mainly from UK retail outlets. The foods sampled were confirmed following the outcome and recommendations of a literature review conducted by Premier Analytical Services (PAS).

HallMark is also a participant in DEFRA's Framework for the Provision of Services of a Veterinary nature to government across England, Northern Ireland, Scotland and Wales. The Authority appointed providers onto this UK-wide multisupplier Framework for the delivery of any work of a veterinary nature. The Framework provision covers the whole of UK with Lots as shown below. HallMark has been appointed to provide Services in respect of:

Lot 1 – Veterinary Personnel
 Lot 2 – Animal health and animal care technicians and support staff
 Lot 3 – Drop-in facilities
 Lot 4 – Surveillance and diagnostic services
 Lot 5 - Vaccination,
 Lot 7 – Training and Education
 Lot 8 – Advisory Service
 Lot 9 – Veterinary Research
 Geographical region: all UK

With this contract, HallMark demonstrates its ability to:-

- Provision of surge capacity levels of resources that can be rapidly deployed nationwide if needed
- Be able to provide the required number of personnel with the required capabilities
- Recruit and performance manage staff through effective recruitment policies and processes supplemented by robust regular performance reviews
- Communicate with all stakeholders by a communications policy focused on managing the relationship with the contracting body. Clear lines of communication and nominated points of contact are provided
- Veterinary research, training and education capability

Table5: Examples of Laboratories HallMark has worked with recently

Laboratory name	Address	Point of contact	Job Title	Projects completed together
Public Health England	CRCE	Dr Michael Davidson	Analytical Services Group Leader	Radiology in Water
Premier Analytical Services	Lord Rank Centre, Lincoln Road, High Wycombe, HP12 3QR	Dr Colin Hamlet	Chemical Food Safety Scientist	NOC
Scientific Services	Unit 5, Berkeley Business Park Wainwright Road Worcester WR4 9FA	Paul Hancock	Laboratory Manager and Public Analyst	1 st tender preparation
FERA	The Food and Environment Research Agency Sand Hutton York YO41 1LZ	Nicola Brereton	Project Manager-Trace Element Section Leader	Infant food, Provenance Study, TDS, Perchlorates, Chocolate, Mycotoxins etc.
Animal and Plant Health Agency	Woodham Lane New Haw Surrey KT15 3NB	Dr Luke Randall	Project Manager	AMR

B.NAMED STAFF MEMBERS AND DETAILS OF THEIR SPECIALISM AND EXPERTISE

For each participating organisation on the project team please list:- the names and grades of all staff who will work on the project together with details of their specialism and expertise, their role in the project and details of up to 4 of their most recent, relevant published peer reviewed papers (where applicable). If new staff will be hired to deliver the project, please detail their grade, area/(s) of specialism and their role in the project team.

LeadApplicant **HallMark Meat Hygiene Ltd**

Named staff members, details of specialism and expertise.

The Sampling Operations Team

The Sampling Operations Team (SOT) is led by Diego Sprekelsen, a Senior member of HallMark's staff with direct experience of directing sampling work and managing large teams. He will be assisted by Maria Paz Diaz, an experienced administrator. They are fully conversant with sampling protocols, using them on a daily basis.

Name	Mr. DIEGO SPREKELSEN
Personal and contacts details	HallMark Veterinary & Compliance Services, 3rd Floor, The Mill, Upper Mill Trading Estate, Bristol Road, Stonehouse GL10 2BJ; Office: 01453 885600 Dir: 01453 799751 Mob: 07793 627 383 Fax: 07005 802 309 Email: diego.sprekelsen@hallmarkvcs.com
Qualifications	Bachelor Degree on Veterinary Medicine, University of Murcia, Spain, Designated by the UK MAFF as an Official Veterinary Surgeon (OVS) for both, red and white meat in 23rd November 2000; University of Bristol; Appointed as a Local Veterinary Inspector in 13th February 2001; RSPHH Intermediate HACCP, Member of the Royal College of Veterinary Surgeons No:620726
Details of specialism and expertise	<p>Qualified as a Veterinary Surgeon at the University of Murcia, Spain in September 1999. Became an Official Veterinarian in November 2000. Worked in various red and white meat slaughterhouses across England and Wales. Started as a HallMark team leader in October 2004 in South and West England and South Wales teams. From April 2012 to September 2014 he was the South Wales Area Veterinarian Manager responsible for the management of an Inspection team with 14 Official Veterinarians and 14 Official Auxiliaries (Meat Inspectors) working on behalf of the FSA. Currently Diego is contract manager for Veterinary Reserve Personnel & Expert advice framework agreement with APHA.</p> <p>From 22nd July 2013 HallMark was successfully awarded by the FSA the framework for the provision of sampling of food at retail and analysis FW001/A56 Lot1. As the main responsible, appointed Project Manager and Technical lead for the Sample design and collection services on retail contracted by the FSA, for both Survey and research purposes, Diego is fully conversant with sampling protocols. For these he manages a team of 24 Surveyors across UK and directly liaises with Statisticians from partner University (RVC) and FSA, different Laboratories and relevant FSA Project officers.</p> <p>Since July 2013 Diego has had Project Management responsibilities for the design, implementation, delivery and successful completion of the following FSA Research/Survey projects:</p> <ul style="list-style-type: none"> - FS102048–Survey of metals in commercial infant foods, infant formula and non-infant specific foods - FS515018 Study on Geographic Origin Testing (Sampling) - FS102056-Occurrence of Pyrrolizidine Alkaloids in food

	<ul style="list-style-type: none"> - FS102071-Investigation of PAH levels in chocolate and chocolate confectionery products - FS102074-Sample collections and radiological analysis of bottled water - FS102101-Determination of masked mycotoxins in cereals and cereal-based foods - FS1161-Monitoring of chlorate in Fruit and Vegetables - FS102077-An Investigation of Perchlorate Levels in Fruit and Vegetables Consumed in the UK - FS102081-UK Total Diet Study (TDS) of Metals and other elements (+ acrylamide in selected categories) - FS102109-EU Harmonised Survey of Antimicrobial Resistance (AMR) on Retail Meats – Retail sample collection, transportation and Survey design services (Year 1/Year2/ Year3) - FS102126-Retail Survey of T-2/ HT-2 toxin levels in oat based products - FS102076-An Investigation to establish the types and levels of non-volatile N-nitroso compounds (NOC) in UK consumed foods produced by Fermentation
Role in the project team	Senior Project Manager,subject matter expert on sample collection design and implementation.
Description of the proposed role	<ul style="list-style-type: none"> - Project design, Liaison with statisticians, managing implementation, training, reporting - Budgeting, staff utilisation management - Attendance meetings (contact management, lessons learned meetings, review meetings, discuss KPIs, relationship building) - Communications with client - Expert advice to Project Manager/Operation Managers

Surveyor's Team

We will have sufficient Surveyors active during the month of August. Their qualifications are varied (some are farm Inspectors, some veterinarians, and some part time Surveyors with lower qualification) but all have experience in microbiological sample collection. We identify suitably qualified staff Surveyors based on the location, complexity and risk of the samples to be collected. As this is a microbiological Survey (a microbiological Survey requires samples to be collected, handled and dispatched to specified Laboratories in a particular way such that the microbiological integrity of the samples remains intact) we have pre-selected Surveyors who are already involved in sampling collection for HallMark as part of our sampling commitments with the FSA, including involvement in current Microbiological Survey AMR project.

RVC consultants

HallMark has an established relationship with the RVC. We already utilise their expertise on a sub-contract basis and continue to do so for 2017, engaging them in maintaining Scientific standards via Javier Guitian and Ruby Chang. In addition, they will provide expert advice on the design and delivery of sampling strategies.

Their CVs are provided as reference of their specialism and expertise. There is a signed framework agreement between HallMark Meat Hygiene Ltd and the RVC for the provision of their expert services (subcontract arrangements).

Name	Professor JAVIER GUITIAN
Qualifications	

Personal and contacts details	[REDACTED]
Details of specialism and expertise	<p>Professor of Veterinary Public Health at The Royal Veterinary College</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none"> [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
Role in the project team	RVC Consultant: expert consultancy support
Description of the proposed role	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none"> [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Relevant Peer Reviewed	<ul style="list-style-type: none"> [REDACTED] [REDACTED]

[illegible]

	I	
	II	

B. STAFF EFFORT

In the table below, please detail the staff time to be spent on the project (for every person named in section above) and their role in delivering the proposal. If new staff will be hired in order to deliver the project please include their grade, name and the staff effort required.

Name and Role of Person where known/ Role of person to be recruited	Working hours per staff member on this project
Javier Guitian (RVC Consultant)	
Ruby Chang (RVC Consultant)	
Field Surveyors	
Diego Spretkelsen-Project Management and design	
IT Developer	
Total staff effort	

5: PROJECT MANAGEMENT

Please fully describe how the project will be managed to ensure that objectives and deliverables will be achieved on time and on budget. Please describe how different organisations/staff will interact to deliver the desired outcomes. Highlight any in-house or external accreditation for the project managementsystem and how this relates to this project.

A.OVERVIEW

The project will be managed by one of HallMark's dedicated and focused project management teams – the Sampling Operations Team.

1. DELIVERING OBJECTIVES ON TIME TO BUDGET

HallMark understand the importance of project planning, organizing, securing, and managing resources to achieve specific goals, normally constrained by availability of funding or deliverables. We are highly flexible, innovative, working continuously to ensure that operations deliver the required service outcomes and reach the required standards of quality. We understand the vital importance of meeting deadlines together with the need for strict confidentiality at all times.

Since July 2013 HallMark has been responsible for the sampling design, implementation, delivery and successful completion of multiple FSA Research/Survey projects, where we have consistently delivered to budget, and on time.

2. THE HALLMARK SAMPLING OPERATIONS TEAM

HallMark has assigned a highly experienced Senior Project Manager to ensure the objectives and deliverables will be achieved on time, to budget, and to the required level of quality. He will be supported by an administrator, and RVC statistical experts. The whole team (including the Laboratories and the FSA) have access to the innovative on-line HallMark Sampling System (HMSS) to enable accurate real time monitoring of project progress. HallMark will manage the whole process of sample collection. The dedicated Sampling Operations Team provide the first point of contact for FSA project officers and other stakeholders. They will be responsible for the day-to-day sample management, including co-ordination of sample requirements with the logistics department.

HallMark has a central core team which provides functions such as HR, Finance, IT, supplier contract administration and high level management support.

3. STRATEGIES TO PREVENT BUDGET DEVIATIONS

- Thorough planning and detailed analysis of finances. All anticipated financial outlays are defined and planned early in the project cycle
- The Senior Project Manager will fully understand the objectives and establish realistic timescales in consultation with laboratory and FSA
- Authorisation of the Sampling Project plan, cost and methodology by FSA
- Agree fees with personnel and equipment suppliers prior to project commencement.
- HallMark have built in working capital margins to help cope with unforeseen events
- HallMark's financial strength to support the project
- Contingency plans to deal with incidents and disaster recovery

4. STRATEGIES TO ENSURE ON-TIME DELIVERY

HallMark will ensure adequate provision of staff resources at all times. We have identified 12-17 Surveyors located nationwide - Where more Surveyors are needed HallMark can easily source staff based across the UK. HallMark will train additional staff prior to the collection period and deploy contingency staff if needed. Holidays and other non-project time has been incorporated in the planning. The individual sampling schedules



can be changed with the approval of the Senior Project Manager.

Contingency time has been pre-planned.

Our routine approach to project management is:

This allows for all issues to be identified during the initiation of the project; followed by forensic planning and design; execution and the development of appropriate monitoring and control systems.

5. INTERACTION WITH SURVEYORS

Communication and interaction protocols will be explained to staff by the Project Manager through a training event and reviewed at webinars and other training events as necessary. Team members understanding will be tested by completion of a written knowledge test to demonstrate that Surveyors understand the instructions and are therefore compliant.

The monitoring of staff performance has always been an integral part of HallMark's approach. We recognise that the quality of our service is directly linked to the performance of our staff. The Surveyors will be led by the Project Manager. Although the HallMark Sampling System monitors the activity of the teams, when a team is active on the project they will have ongoing contact (email/phone) with a member of the SOT. They will formally report on progress and the percentage completion of tasks against the detailed project plan and risk logs will be reviewed and revised. Opportunities to further de-risk the project will also be discussed and any implementation opportunities identified. Any issues will be reported and actions to resolve them will be agreed. The plan also includes quality checks. All Surveyors will report to the HallMark SOT team on mileage, expenses and time spent working on the project by task on a monthly basis via the HallMark Sampling System. This information will be used by the Central team to record effort expended against plan and budget.

6.COMMUNICATION AND INFORMATION SYSTEMS

The HallMark Sampling System (HMSS): a website that has a hierarchy of different permissions for visibility and editing available to different personnel in HallMark. These will also be available to the laboratory. The system enables managers to communicate both at corporate and regional levels and to track the work undertaken, enabling cost effective monitoring and reporting.

All our staff have mobile phones, lap-tops or tablets which include digital cameras.

The HallMark Sampling System (HMSS) is a custom built platform for managing sampling projects enabling the management of the entire sampling process and interaction with the Surveyors. The system provides an excellent communication tool in that:

- Surveyors can access the project sampling data to inform their local sampling plans
- Central co-ordination can be managed including the assignment of samples to Surveyors and management of sample requests
- It enables schedule sampling days and notification to the SOT so that the workload can be planned in advance
- It provides access to relevant information to prepare the collection
- It can record communications relevant to individual samples
- It notifies the SOT about completed collections and or non-collections
- It ensures Data accuracy and centralised quality control systems

7.INTERACTION WITH THE LABORATORY

The Sampling Operations Team liaises regularly with the Laboratories and report progress to the responsible person. Time has been allowed for email and telephone communications. The HMSS allows the transfer of data and reporting to the laboratory. This data is "live" as it is entered on to the system, allowing for real-time tracking of their sample data. In addition, The Laboratory can download CSV files with lists of all current sample data.

8. INTERACTION WITH THE FSA

The single email point of Contact: is a sampling.operations@hallmarkvcs.com, which is managed by the HallMark Sampling Operations Team. The Senior Project Manager will organise regular project meetings with key personnel and will ensure contractual milestones/deliverables are being met on time and to a satisfactory level, taking remedial action where necessary, collating and communicating performance and service delivery data, meeting the FSA when required. Contact will be maintained at all times and will include regular progress updates. The FSA will be informed immediately if there are any problems.

9. IN-HOUSE AND EXTERNAL PROJECT MANAGEMENT SYSTEM ACCREDITATION

Our Sampling Operations Team consists of highly experienced individuals, and, having been together since November 2013 designing, implementing, delivering successful completion of multiple FSA Research/Survey projects, they are a highly effective unit. At all levels, managers focus on Performance Management and Quality. With fewer people in the communication line, communication becomes more concise and there are fewer opportunities for misunderstandings to occur

Additional Supporting Documents relevant to this Section

HallMark Part 5 Organisations-staff interaction Diagram

6. RISK MANAGEMENT

In the table provided, please identify all relevant risks in delivering this project on time and to budget. Briefly outline what steps will be taken to minimise these risks and how they will be managed by the project team. Please add more lines as required

Identified risk	Likelihood of risk (high, medium, low)	Impact of Risk (high, medium, low)	Risk management strategy
Lack of funds – budget deviation due to upgraded costs. E.g. Estimates that are excessively inaccurate, overlooked staff effort, travel, training and equipment costs, courier cost, sample size, high number of unassayable samples.	Medium	Low	<ul style="list-style-type: none"> Mitigated best by thorough planning and detailed analysis of financial bid. Funds for all of the anticipated financial outlays are defined and planned for early in the project planning cycle. Role of Project manager to fully understand objectives, and establish realistic timescales in consultation with laboratory, FSA, and Project Manager Preparation of contingency plans. Agree fees with personnel and equipment supplier prior to project commencement. HallMark have built in financial margins to cope with any unforeseen events Ultimately rely on HallMark's financial strength to maintain feasibility of the project.
Lack of retailer's support/participation	Low	Low	<ul style="list-style-type: none"> Notify FSA of any issues identified. Small retailers-Notification leaflet provided after purchase to prevent unsupportive behaviours with small retailers. Large retailers: notification to headquarters.
Misconduct - e.g. Neglecting, not reporting an adverse event in a research experiment, making	Low	High	<ul style="list-style-type: none"> All personnel associated with the project will be competent to perform the technical, scientific and support tasks required of them.

significant deviations from the research/survey protocol approved, exposing staff to health and safety issues, use unpublished data, methods, or results without permission. Fabricate, falsify, plagiarise or misrepresent data, failing to maintain research/survey data for a reasonable period of time, risks, errors and negligence.			<ul style="list-style-type: none"> • Personnel undergoing training will be supervised at a level such that the quality of the results is not compromised by any inexperience of the Surveyor. • All Surveyors will be required to undergo training of Survey Instructions and will need to pass the associated test • HallMark will use current staff who have no record of misconduct or poor performance and are good at following instructions and meeting deadlines (right attitude/ behaviour is very important in the selection process) • HallMark is committed to the quality of the project process in addition to the quality of science. HallMark confirms that it is aware of the requirements of the Joint Code of Practice. • The disciplinary procedure is designed to help and encourage all employees to achieve and maintain high standards of conduct, attendance and job performance. • Health and safety policy and procedures to be adhered to, including signing HallMark's health and safety awareness.
Resource constraints - incorrect estimate of effort and resources, reduction of workforce, large project not staffed appropriately, sickness, absences; several sampling projects running at the same time	Low	Medium	<ul style="list-style-type: none"> • Extra staff is available for contingency purposes. Identifying the quantity of FTEs required is very important part of the thorough planning before any work starts, and HallMark will ensure adequate provision of routine staff resources at all times. For this project we have identified 12-17 Surveyors spread nationwide. Each Surveyor will collect samples in 1 or more locations. • If more Surveyors are needed HallMark has the ability to easily resource staff based across the UK. • Train additional staff prior to collection period and deploy contingency staff if needed. Holidays and other non-project time incorporated in the planning. • Sampling schedule for the individual can be re-scheduled if approved by Project Manager • Extra collection time could be provided by FSA/labs where considered appropriate (i.e. analysis is till October and no seasonality implications)
Absenteeism - specialist	Medium	High	<ul style="list-style-type: none"> • HallMark recognises that availability of

support, consultants, Project Manager or any key personnel of the project team is absent due to other work commitments, sickness, holidays, parental or special leave, death.			<p>specialist support is key to delivering the project outcomes on time.</p> <ul style="list-style-type: none"> • HallMark will therefore ensure other experts with relevant experience will be available to take over any element of the work should the need arise. • At least two staff within HallMark Sampling Operations Team (Diego and Maria) are sufficiently familiar with the project to ensure the project work can be continued in the absence of one of them • RVC and HallMark work with a deputy system to safeguard the continuation of the project
Communication issues with participants – data gathering issues	Medium	High	<ul style="list-style-type: none"> • Drawing up accurate instruction documents and sample labels. • Clear business processes clarify activities and responsibility • Project Plan clarifies activities, deadlines, role of individual • Protocols are delivered by senior management through a training event and understanding of team members tested • Use of data collection to support the Surveyors • All Surveyors use phones, email, and computers. • HallMark Sampling System (HMSS) • Deploy only Surveyors with excellent interpersonal skills and specifically trained for the sampling project • Surveyors performance monitoring
Communication issues with FSA (external)	Low	High	<ul style="list-style-type: none"> • Contract management. • Single point of contact for Design Phase and collection phase (Project manager) • Project Manager to oversee all communications and deliver key messages to project team. Timely reporting of results. • The Project Manager will report progress to the FSA responsible person. • Time has been allocated for regular meetings and telephone calls. • The key areas of interaction will be in the project kick off meetings and then coordinating the interim deliverables and taking feedback and review comments. • The FSA will of course be able to input on the progress of the project. In addition, it is envisaged that Project Manager will be able to

			get the FSA's input into the project in terms of lessons learnt in the past
Ethical issues - integrity, quality, consent, confidentiality, anonymity, voluntary participants, avoidance of harm, independent and impartial	Low	High	<ul style="list-style-type: none"> • There will be a written project plan including research/survey design, statistical methods and others, showing that these factors have been addressed. • Project plans will be agreed with FSA • Project start-up workshop (webinar) in order to align people to the goals and educate them on the challenges.
Data security issues - confidentiality, integrity and availability of data.	Low	High	<ul style="list-style-type: none"> • HallMark acknowledges the importance of confidentiality, integrity and availability of information and consequently on the security of the systems • The information security systems in place are further described in the Data Protection section • Training of Surveyors includes data security • HallMark Sampling System (HMSS) is secure. Requires username and password access • HallMark is Cyber Essentials Plus (Stage 2) accredited
Schedule issues or constraints - failure to deliver project outputs on time, unable to meet deadlines.	Medium	Low	<ul style="list-style-type: none"> • HallMark has assigned a Project manager the responsibility to manage the project and ensure that the objectives and deliverables will be achieved on time. • Establishment of clear deliverables, work break down structures and delivery plans, risk management, quality management and cost management. • All parties involved in this proposal have agreed to the project plan. • The Project manager will report progress to the FSA responsible person.
Surveyor competence issues	Low	High	<ul style="list-style-type: none"> • HallMark will ensure that all personnel associated with the project will be competent to perform the technical and support tasks required of them, so the quality of the results is not compromised by any inexperience of the individuals. • HallMark has systems in place to ensure competences are checked. • Surveyors will be mainly selected from a group of HallMark existing professionals who are already involved in sampling collection on behalf of the FSA and are regionally based

			<p>throughout.</p> <ul style="list-style-type: none"> Where new staff is to be recruited, HallMark process all applicants through a well-established recruitment procedure. There is a training day/workshop (Webinar) event with knowledge test The instructions document will be developed, which will be given to each Surveyor, clearly stating the details required The result of their test is recorded. The Surveyor must pass the test before they can proceed with sample collection.
Availability of samples - lack of, or samples not collected	Low	High	<ul style="list-style-type: none"> HallMark will carry out a central quality control review of sample collection against plan and an on-line review of collection against plan. When sampling is not possible so that a sample collection fails, i.e. due to insufficient material, the Surveyor is to notify HallMark operations, giving the reasons why the sample cannot be taken and return to the laboratory. HallMark will develop a contingency plan in the event of a possible shortfall in sample numbers or damage to samples. Purchasing/collection will be spread over the required timeframe. Additional 5% samples contingency could be included in agreement with the FSA
Sampling equipment required for sample collection is not effectively sourced and dispatched to Surveyors on time.	Low	Medium	<ul style="list-style-type: none"> Before sampling starts, HallMark operations will provide the relevant Surveyors with the required equipment. If the sampling equipment required for sample collection is not effectively sourced, an option to avoid delay would be to purchase locally, if available. HallMark aims to have several approved suppliers of equipment as backup. Spare kits are maintained in a central office ready to be sent to Surveyors if required
Sample incorrect - incorrectly selected, insufficient material, incorrectly packed or with necessary information missing leading to	Medium	High	<ul style="list-style-type: none"> Before sampling starts, HallMark will provide Surveyors with clear instructions to minimise any issues. Training to be carried out and verified before attempting sampling.

unassayable sample			<ul style="list-style-type: none"> • The Project manager to produce aide-memoire to be given to all Surveyors with the packaging material • Laboratory Submission Letter (Log sheet) will be provided for the Surveyor to record details of the collections of the sample and to ensure traceability. • Digital photograph of sampled product will be quality checked to ensure they are of sufficient clarity to allow all on pack information to be read and all recorded information to be checked. • Additional 5% contingency could be included.
Sample arrives unsuitable for testing - e.g. samples not maintained under the appropriate conditions once collected, resulting in numbers of samples rejected due to high temperatures.	Medium	High	<ul style="list-style-type: none"> • The Surveyors will be given clear instructions on the handling, packaging and preservation of samples prior to their transportation to the laboratory to ensure the avoidance of cross or other contamination, damage during transport, deterioration of samples of products, loss of unstable contaminants or growth, and/or changes to the micro-organisms present in the sample due to temperature changes. • On purchase, samples will be kept at their appropriate temperature to prevent deterioration and according to the legislative requirement. To transport chilled samples, each day's collection will be sealed into appropriately temperature controlled boxes. • It is essential that sufficient ice packs and packing are included in the cool box to ensure that chilled foods stay below 8°C. For example, in periods of hot weather extra cool packs are added etc. • During the warmer parts of the year high performance thermal protection is used when shipping microbiological samples. This is pre-qualified to maintain a payload temperature of 2-8°C for 36h. • Perishable samples delivered to laboratory with a target of a maximum of 24 hours from sampling. • The sample temperature will be measured at arrival to determine that the samples are at the correct temperature.

			<ul style="list-style-type: none"> • If unsuitable for testing, the sample will be discarded and a resample will be requested • Samples which arrive in an unassayable condition will be collected from the same route during the following quarter. • Additional 5% contingency can be included.
Sample arrives outside of laboratory hours	Medium	Low	<ul style="list-style-type: none"> • The Surveyors will be given clear instructions about the Laboratory hours. Samples only to be sent Mondays, Tuesdays, Wednesdays and Thursdays to ensure sufficient time for the samples to arrive before the weekend. • Use high performance thermal protection packaging to prevent spoilage. • As all sampling will be scheduled, the laboratory would be expecting the delivery and make staff available for the receipt, logging in and correct storage of the samples. • If spoiled, the sample will be discarded and a resample will be requested for the following quarter. Additional 5% contingency could be included.
Sample(s) arrive/s with no, or obscure, identification	Medium	Low	<ul style="list-style-type: none"> • Log sheets will be provided for the Surveyor to record details of the collections of the samples and to ensure traceability. • Digital photograph of sampled product to be taken and should be of sufficient clarity to allow all on-pack information to be read and all recorded information to be checked. • The Surveyor will be contacted and we will clarify the situation for rectification. • If this is not possible, the sample(s) would have to be discarded and resamples taken.
Issues at the laboratory affecting the sampling plan, e.g. sample(s) are spoiled at the laboratory, lack of space at laboratory to retain samples and packaging after analysis, laboratory full, break down, loss of data.	Low	Low	<ul style="list-style-type: none"> • Agreed sampling schedule with the lab(s). • Resample will have to be requested as soon as possible. • Planned contingency sampling.
Loss of data	Low	High	<ul style="list-style-type: none"> • There are contingency plans in place in case of power failure or other disruption. • All the data collected will be securely held. • Risk of data loss is minimised through daily and weekly back-up procedures • Regular updates (frequency as required by FSA) provided to FSA throughout the sampling • Minimum of weekly CSV reports are generated

			<p>from the HallMark Sampling System (HMSS).</p> <ul style="list-style-type: none"> HallMark Sampling System allows for highly efficient data management. There will be a facility for stakeholders to directly and securely access relevant sampling information. This will minimize data management time, significantly reduce the risk of errors and increase data security

7. QUALITY MANAGEMENT

A. QUALITY MANAGEMENT

Please provide details of the measures that will be taken to manage and assure the quality of work. You should upload your Quality Assurance policy in the supporting documents section of your application.

This should include information on the quality assurance (QA) systems, , which have been implemented or are planned, and should be appropriate to the work concerned. All QA systems and procedures should be clear and auditable, and may include compliance with internationally accepted quality standards specified in the ITT e.g. ISO 9001 and ISO17025. Specific to science projects and where relevant, applicants must indicate whether they would comply with the [Joint Code of Practice for Research](#) (JCoPR). If applicants do not already fully comply with the JCoPR please provide a statement to this effect to provide an explanation of how these requirements will be met. The FSA reserves the right to audit projects against the code and other quality standards

The lead principle investigator is responsible for all work carried out in the project; (including work supplied by sub-contractors) and should therefore ensure that the project is carried out in accordance with the Joint Code of Practice

1. OVERVIEW

We provide confirmation of compliance with the Joint Code of Practice for Research coupled with a comprehensive Project Plan covering process design, allocation of responsibilities, quality assurance, health and safety processes, sampling, materials, equipment, documentation, certification procedures, record keeping and reporting.

2. COMPLIANCE WITH THE CODE OF PRACTICE

HallMark is committed to the quality of the sampling process, in addition to the quality of science. HallMark confirms that it is aware of the requirements of the Joint Code of Practice and in the proposed project will use their best efforts to ensure that the procedures used conform to the following requirements:

1. Responsibilities
2. Competence
3. Project planning
4. Quality control
5. Health and Safety
6. Sampling/work records

The measures that will be taken to manage and assure the quality of work (Survey design, sample collection at retail and dispatch to Laboratories for analysis) include the following:

2.1 Responsibilities

- HallMark, as the project leader, is responsible for the overall quality of research conducted within it, including compliance with in-house research and management policies and therefore will insure that the project is carried out in accordance with the Joint Code of Practice
- Managers, group leaders and supervisors have a responsibility to ensure a climate of good practice in the teams, including a commitment to the development of technical skills.
- HallMark, as the project leader, is responsible for the work conducted in the project, including that of any subcontractors

- All staff will have defined responsibilities in relation to the project and will be aware of these responsibilities

2.2 Competence

- All personnel associated with the project will be competent to perform the technical, scientific and support tasks required of them
- Personnel undergoing training will be supervised at a level such that the quality of the results is not compromised by any inexperience of the researcher
- Staff selection: HallMark identifies suitably qualified staff based on the location, complexity and risk of the sample to be collected. As this is a microbiological Survey we have pre-selected 12-17 Surveyors, most of whom are already involved in sampling collection for HallMark in the current Microbiological Survey AMR project.
- Surveyors' competence: completion of knowledge test- understanding of the Sampling Instructions Document needs to be confirmed by a knowledge test. This is in order to demonstrate that Surveyors understand the instructions and remain compliant
- Certificate of competence - once the test results are verified and passed successfully, Surveyors are provided with a certificate of competence

2.3 Project planning

HallMark's project planning and flexibility will minimise any impact of project threats and maximise any opportunities that occur. This will assist in delivering the project on time, on budget and with the quality results that the FSA demands.

2.4 Quality assurance

HallMark existing Quality assurance accreditation (ISO/IEC 17020-Inspection bodies) may not be specific to the work concerned (sampling of food at retail-design and collection services), however all requirements of ISO 9001:2015 are generic and fully covered under the HallMark existing ISO 17020 requirements. HallMark has built upon existing, proven measurement and assessment systems and procedures to ensure the successful delivery of all the requirements of the contract and specification.

Examples of specific measures planned to assure the quality of the project.

- The authorisation of outputs will be as agreed with the FSA (project design)
- On-line review of collection against plan: Operations team dedication to monitor this work (timescales and budget monitoring)
- As part of HallMark's ongoing quality reviews, our central support team will remotely monitor the HallMark Sampling System (HMSS), which provides full real-time access to all the necessary documentation relevant to each sample. The information recorded by the Surveyors is checked against the photograph uploaded
- Spreadsheets of results produced by HallMark will be accurate and will be checked for accuracy by at least two persons before being sent to the FSA
- Errors identified during sampling will be notified to the FSA and agreed corrective action initiated
- Processes and procedures will be regularly reviewed against a policy of continual improvement.
- HallMark will have quality control internal project reviews and auditing procedures

2.5 Health and safety

HallMark will comply with all current legislation relating to health and safety of employees, customers and members of the public, including but not limited to The Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999 and subsequent amendments.

2.6 Handling of samples and materials

- All samples and other sampling materials will be labelled (clearly, accurately, uniquely and durably).
- The integrity of the samples shall remain intact ensuring avoidance of cross contamination of samples and adequate temperature control at all times. Meat samples are collected and handled in a manner that ensures cross contamination is avoided, specifically:

2.7 Sampling/work records

- All records will be of sufficient quality to present a complete picture of the work performed, enabling it to be repeated if necessary
- HallMark will ensure the validity of the work by carrying out regular reviews of the records of each Surveyor
- They will be retained in a form that ensures their integrity and security and prevents unauthorised modification, for a period to be agreed by the FSA

HallMark understands that the FSA has the right to inspect HallMark procedures and practices against the requirements of the Code of Practice, and that HallMark may be asked to provide documentary evidence of the company working practices or provide access and assistance to auditors appointed by the FSA.

Additional Supporting Documents relevant to this section:

- HallMark Part 7.A ISO 17020 Certificate
- HallMark Part 7.A Quality Policy-Food Sampling Services

B. ETHICS

Please identify the key ethical issues for this project and how these will be managed. Please respond to any issues raised in the Specification document

Please describe the ethical issues of any involvement of people, human samples, animal research or personal data in this part. In addition, please describe the ethical review and governance arrangements that would apply to the work done.

Applicants are reminded that, where appropriate, the need to obtain clearance for the proposed project from their local ethics committee. This is the responsibility of the project Lead Applicant. However, if a sub-contractor requires such clearance the project Lead Applicant should ensure that all relevant procedures have been followed. If there are no ethical issues please state this

1. OVERVIEW

A commitment to integrity, independence, impartiality and informed consent, confidentiality and anonymity, voluntary participation and the avoidance of harm.

2.HALLMARK ETHICS STATEMENT

There are many ethical issues to be taken into consideration for research and Surveys. HallMark will not misuse any information or data, and there will be a moral responsibility maintained towards the participants. There is a duty to protect the rights of people in the study, as well as their privacy and sensitivity. The confidentiality of those involved in the observation will be respected, keeping their anonymity and privacy secure. To address this, HallMark will gain ethical approval for the project as appropriate.

3.CURRENT ETHICAL COMMITMENTS

HallMark ensures that sampling work will only be conducted by qualified personnel. Furthermore, the nature of HallMark's current business obliges its staff to operate under Codes of Practice and the company Statement of Employment Particulars highlights the following requirements for their employees: data protection (in particular, the 'eight data protection principles' of the Data Protection Act 1998); confidentiality; compliance with Civil Service Code (core values of integrity, honesty, objectivity and impartiality).

4.KEY ETHICAL ISSUES

Sampling design and collection services do not involve human samples; and is not classified as animal research; therefore, there are no ethical specific risks identified in this respect. Sampling design and collection services do however involve personal data handling of participants (i.e. brand owners, retailers) and involvement of participants. The below shall explain how it will be managed.

Given the importance of ethics for the conduct of research and Surveys, HallMark will adopt specific codes, rules, and policies relating to it. Surveyors' training includes the following key ethical issues: -

- a) **Integrity and Quality** - HallMark ensures that the project is designed, reviewed and undertaken to provide integrity and quality. To achieve this, the project is carried out under quality assurance conditions. The written project plan, sampling design and description of statistical methods, show that these factors have been addressed. The Sampling plan will be agreed with FSA, taking account of the requirements of ethical committees (if required) and the terms of project licences.
- b) **Informed Consent** - when required, HallMark will seek informed consent by ensuring that any potential participant will be fully informed of the purpose, methods and intended possible uses of the sampling. For 'Small Retail Outlets', Surveyors will issue a leaflet from the FSA to inform them at the time of purchase that samples have been taken from their establishment for a Survey. HallMark Operations Team will notify large retailer's headquarters, rather than providing a letter to the individual store manager at the time of purchase.
- c) **Confidentiality and Anonymity** - HallMark respects the confidentiality and anonymity of the participants. To guarantee the anonymity and confidentiality that the participants (i.e. brand owners and retailers) are promised when they give informed consent, all HallMark staff abide by the confidentiality clauses of the company and FSA on how to handle confidential information from the commercial and public organisations that they come into contact with during the course of the project. All data collectors will be trained in that respect.
- d) **Voluntary Participants** - HallMark ensures that all participants participate in the study voluntarily and free from any coercion (i.e. small retailers reluctant to allow purchasing of samples).
- e) **Avoid Harm** - HallMark ensures the absence of "harm" (physical, emotional, risk to upset, as well as reputational damage) to participants.
- f) **Independent and Impartial** - HallMark is independent of commercial relationships with Laboratories or retailers and will ensure the independence of the project is clear, and any conflicts of interest or partiality avoided. HallMark, as part of its ISO accreditation (Inspection Body No 0439), is certified that it operates independently and with no conflicts of interest.

Additional Supporting Documents relevant to this section:

- [HallMark Part 7.A ISO 17020 Certificate](#)
- [HallMark Part 7.B Code of Conduct Procedure 2016](#)

C. DATA PROTECTION

Please identify any specific data protection issues for this project and how these will be managed. Please respond to any specific issues raised in the Specification document.

Please note that the successful Applicant will be expected to comply with the Data Protection Act (DPA) 1998 and ensure that any information collected, processed and transferred on behalf of the FSA, will be held and transferred securely.

In this part please provide details of the practices and systems which are in place for handling data securely including transmission between the field and head office and then to the FSA. Plans for how data will be deposited (i.e. within a community or institutional database/archive) and/or procedures for the destruction of physical and system data should also be included in this part (this is particularly relevant for survey data and personal data collected from clinical research trials). The project Lead Applicant will be responsible for ensuring that they and any sub-contractor who processes or handles information on behalf of the FSA are conducted securely.

1.OVERVIEW

HallMark acknowledges that FSA places great emphasis on confidentiality, integrity and availability of information, and consequently on the security of the contractor systems.

2. DATA PROTECTION COMPLIANCE

As a data controller, HallMark acquires, processes and stores personal information and the company is registered with the Information Commissioner Office (ICO). HallMark's registration number is Z9634211. HallMark will comply with the eight data protection principles as detailed within Schedule 1 of the Data Protection Act 1998.

HallMark Data Protection Policy and confidentiality policies are available on request.

3. INFORMATION SECURITY POLICY STATEMENT

HallMark will ensure that information security is maintained at all times throughout the project. HallMark is committed to the protection of the information assets and supporting assets as defined within the scope of the company policy. HallMark has created its Information Security Management System (ISMS) in accordance with the international Information Security Management Systems standard ISO/IEC 27001:2005: this framework is to be followed for all information security related activities.

HallMark has obtained external certification against Cyber essentials plus. The Cyber Essentials scheme has been developed by UK Government and industry to fulfil two functions. It provides a clear statement of the basic controls which all organisations should implement to mitigate the risk from common internet based threats, within the context of the Government's 10 Steps to Cyber Security. Through the Assurance Framework it offers a mechanism for organisations to demonstrate to customers, investors, insurers and others that we have taken these essential precautions.

The Cyber Essentials approach covers Data Protection, Staff, Sub-Contractors, Storage of Data, and Disposal of Data. The 10 Critical Areas are:

1. Home and Mobile Working
2. Information Risk Management Regime
3. User Education & Awareness
4. Incident Management
5. Managing User Privileges
6. Removable Media Control
7. Monitoring
8. Secure Configuration
9. Malware Prevention / Protection
10. Network Security



4. SPECIFIC DATA PROTECTION ISSUES FOR THIS PROJECT/RISK ASSESSMENT APPROACH

There are no specific issues raised in the evidence requirement document; however, data privacy issues can arise in response to information from a wide range of sources. The challenge in data privacy is to share data while protecting personally identifiable information.

HallMark will perform regular risk assessments on all information assets and their supporting assets, as detailed within HallMark's Risk Assessment Methodology, and using the control objectives and controls as documented within ISO/IEC 27002:2005. The results of risk assessments will be reviewed to understand the level of risk to information assets and supporting assets, and appropriate controls implemented as appropriate to address any unacceptable risks that have been identified.

5. LEGISLATIVE COMPLIANCE

HallMark will ensure that, at all times, its ISMS shall support compliance with the following UK legislation and regulations, including:

- Data Protection Act 1998
- Human Rights Act 1998

- Computer Misuse Act 1990
- Copyright, Designs and Patents Act 1988
- Companies Act 1985
- Regulation of Investigatory Powers Act 2000
- Electronic Communications Act 2000

6. INFORMATION CLASSIFICATION AND HANDLING

HallMark will ensure that all information assets are classified and handled in accordance with the HallMark Information Classification and Handling Guide which details how information assets of different sensitivities shall be handled, processed, encrypted, stored, transmitted, dispatched and disposed of.

When processing data, as data processor, HallMark will adhere to the following principles, i.e. Secure storage, handling, use, retention and disposal of disclosures and disclosure information:

- Process the personal data only in accordance with instructions from FSA
- Comply with the applicable laws
- Take reasonable steps to ensure the reliability of the staff that may have access to personal data
- Disclosure information is only passed to those who are authorized to receive it in the course of their duties
- Process personal data only to the extent and in such a manner as is necessary for the provision of the obligations under the contract or as is required by law
- Not transferring the personal data to any subcontractor and/or affiliates for the provision of the service without previous FSA approval
- Disclosure information is kept securely in lockable, non-portable, storage containers with access strictly controlled and limited to those who are entitled to see it as part of their duties
- Implement appropriate technical and organisational measures to protect the personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure
- Once the retention period has elapsed, HallMark will ensure that any disclosure information is immediately destroyed by secure means, i.e. by shredding, pulping or burning
- While awaiting destruction, disclosure information will not be kept in any insecure receptacle (e.g. waste bin or confidential waste sack). The company will not keep any photocopy or other image of the disclosure or any copy or representation of the contents of a disclosure

7. ACCESS TO INFORMATION AND SYSTEMS

HallMark's objective is to protect all HallMark networks, information systems and information assets from unauthorised access. Legitimate remote access is only granted to bona-fide personnel, contractors and third party users, and only applies to access from HallMark approved devices. Remote connections will be used strictly in accordance with the Acceptable Use Policy. Remote access will be regularly reviewed and connections that are no longer required will be removed immediately.

HallMark aims to handle electronic copies and data through the HallMark Sampling System, which utilises technology specifically designed for information management.

8. HALLMARK SAMPLING SYSTEM - SPECIFIC SECURITY MEASURES

A. 8.1 How the Data is accessed

- **Secured Access via SSL**
 - HTTPS (SSL) protocol is used for our systems so that users work over a secure communication link between their devices and the server. The data transferred is encrypted and cannot be read by anyone except the current user of the device
- **Advanced password encryption**
 - User authentication uses the latest techniques for keeping passwords secure, and allows easy review and upgrade of the hashing algorithms used
 - A robust encryption method called Blowfish is used which, along with unique salt, offers an extremely secure method for storing passwords
- **PIN Required**
 - When users sign in, they are also required to key in 2 digits randomly chosen from their 4 digit PIN. They are reminded to change their PIN every 12 weeks
- **Apache htaccess**
 - Apache's htaccess file system is used which allows the setting of another level of security restrictions for accessing a directory or a file
- **Sanitised Queries**
 - All database queries go through a sanitisation process before hand to prevent any SQL injection into the database

B. 8.2 How the System is Updated & Maintained

- **Who has access?**
 - The only people that have access to the hosting servers and databases are the server administration staff and trusted employees. Passwords are never shared with anyone outside of the company. i.e. no third-party contractors
- **Non-disclosure agreement**
 - All developers are party to a non-disclosure agreement ensuring all customer data and source code will stay confidential
- **Source code built by Evergreen Ltd**
 - All source code used in the system have been built or vetted in our suppliers. Evergreen Ltd do not work with 3rd party contractors or developers to build any systems
 - All their employees are based in the UK
- **File/Folder permissions**
 - All files/folders have relevant permissions set to prevent unauthorised access and changes to the system
- **Secured File Transfers**
 - Any data or file transfers to the server are carried out under the SSL protocol to stop any unwanted sniffing of files. This uses an encryption layer as the files are transferred
- **Additional security**
 - Additional security measures may be suggested for certain scenarios, based upon business requirements and sensitivity of data to be stored
 - As the system is bespoke, we are open to discussion about any further security measures or requirements that are deemed necessary

9. ABOUT THE WEB HOSTING SERVERS

We have 24/7 remote access and full control of the hosting platform, installation software and security patches. The data centre, which is based in the UK, offers a premium environment for business critical servers and data with fully secure power supply, cooling, security and network resilience systems including:

- Uninterruptable Power Supplies
- Diesel Generators for back-up power
- Air Conditioning
- VESDA smoke detection and fire suppression

The operating system used is server grade Linux running the latest stable versions of appropriate server software.

A high-availability cluster of 2 web servers running the Apache web server and PHP scripting provides the data interface to the industry standard MySQL database.

One server provides the master database which is replicated in real time to a slave database. The slave can take the role of master in case of failure.

All servers are remotely accessible for ease of system upgrades, maintenance and backups.

System security is achieved through the use of password controlled database and server access.

Database back-ups are made every hour from the slave database, so that the operation of the master is uninterrupted and a full & complete snapshot can be taken. The back-ups are rotated every 24 hours and a monthly copy is also saved.

A daily snapshot is automatically moved off site as a further precaution.

The system has the following benefits:

- Archive data collected
- Security systems
- Efficient monitoring and reporting system
- Managers can remotely monitor all data
- Risk of data loss is minimised through daily back-up procedures
- Remote access for FSA colleagues can easily be arranged

10. INFORMATION SECURITY TRAINING

HallMark's training and education programme is in accordance with the Information Security Training Policy, which is mandatory for all employees, contractors and third party users. The policy details their individual responsibility to fully adhere to the requirements of the ISMS policies, processes and work instructions.

Additional Supporting Documents relevant to this section:

- [HallMark Part 7.C Information and Classification Handling Guide](#)

D. SUSTAINABILITY

The Food Standards Agency is committed to improving sustainability in the management of operations. Procurement looks to its suppliers to help achieve this goal. You will need to demonstrate your approach to sustainability, in particular how you will apply it to this project taking into account economic, environmental and social aspects. This will be considered as part of our selection process and you must upload your organisations sustainability policies into the eligibility criteria in Bravo.

Please state what(if any) environmental certification you hold or briefly describe your current Environmental Management System (EMS)

Overview

HallMark acknowledges that FSA is committed to improving sustainability in the management of operations. HallMark approach takes into account economic, environmental and social aspects. To demonstrate this we include below

HallMark existing company commitments to sustainability an overview of the company management systems and have attached the HallMark sustainability policy.

Our Commitment to Sustainability

HallMark is fully committed to sustainable development in all its operations. We view sustainability as our obligation, a core value and a guiding principle at the heart of all our work. We were audited in September 2011 and awarded the ISO14001:2004 certificate and are currently working towards ISO 14001:2015. This audit demonstrated our continuing commitment to environmental issues outlined in the HallMark Environmental Policy document.

We ensure:

- Constant assessment of the environmental impacts of our actions, including setting targets and objectives
- Regular reviews in order to reduce environmental impacts
- Regular and consistent internal communications regarding our environmental responsibilities
- Team members' commitment to sustainable development is encouraged
- Regular initiatives to reduce our use of energy, water and other resources
- Minimisation of waste and use of recycling methods
- Appropriate training, advice and information
- Support for staff implementing environmental ideas and initiatives
- Resources to meet the commitments and requirements of the policy
- Promotion and involvement in local environmental schemes

Our Environmental Policy outlines our commitment to comply with our requirements as a UK SME and improve the efficiency, quality and effectiveness of our Environmental Management System (EMS).

Sustainability-Specifics to this Project

Minimising Travel

HallMark actively monitor company mileage and are looking at ways we can constantly reduce both the time and money staff spend on travelling. We have internal systems in place to check mileage and expense claims monthly. Sampling routes are worked out carefully to minimise travel. All our Surveyors are chosen based on the location (nearest to the selected sampling area) to minimise travelling. Where possible we would combine projects to minimise the travelling.

Meetings

- Public transport (train/bus/metro) is our first choice of travel
- Prior to attending meetings, we establish car share arrangements and encourage travel by public transport
- Consideration is given to the impact of meetings, and we often hold teleconferences instead

Technology

- We have a robust internal communication system that reduces the need to make unnecessary journeys. This includes; email, shareware, telephone and holding webinars
- HallMark uses a Webex facility, which is a specialized product used to present dynamic online events and webinars, deliver online training and eLearning experiences, provides remote technical support, and share knowledge, experience and ideas across. You can have up to 25 people on the meeting
- Training webinars are delivered to surveyors across the UK
- Any company-wide information is posted on the home page of Sharepoint, which is immediately available to all employees
- Our innovative IT tool; HMSS manages inspection projects that enable the management of the process and increasing efficiency
- We deliver online training to field staff through our KeySkill platform which includes innovative eLearning experiences. This technology gives us the ability to record training sessions and upload them

Recycling Equipment

It is our policy to recycle equipment whenever possible. The central Support Department coordinates this process to ensure that; 1, equipment is not requested unnecessarily and 2, all equipment is recycled where possible. We control the stock to avoid purchasing more equipment than is actually required for successful contract delivery. In the sampling department, we prevent waste creation by precisely calculating the packing equipment needs of each surveyor before the sampling round. This prevents surplus equipment being sent and possibility of waste. With the exception of disposable equipment, we maximise our efforts to recycle equipment from leavers returning their used items.

Since 2015 HallMark has provided UK-wide retail sample collection, transportation and design services for the FSA via the EU Harmonised Survey of Antimicrobial Resistance (AMR) on Retail Meats project. In 2015, HallMark established handover protocols with the laboratory for the recycling of chill packs. For 2017, the laboratory has again agreed to work together with HallMark and recycle the chill packs, following on from the successful recycling in the previous year. This reduces equipment costs and improves the project's environmental profile. Where possible, and working together with the laboratories and the FSA, we will increase recycling options for this project. It may be possible to extend our sampling box recycling agreement with the selected laboratories.

Share cost and Resources with Laboratories and FSA

We are flexible, and could easily adopt our project by sharing resources and cost with laboratories and FSA where possible. For example, the labs may have existing systems and couriers in place and or spare sampling equipment from other projects. Where further surveillance work is to be commissioned, HallMark would work with the FSA to explore/implement combined project delivery options.

Sustainability Training

HallMark raise staff awareness about Sustainability issues and our environmental guidelines in formal and informal ways. Promotion of green housekeeping and improving environmental awareness amongst staff is done via seminars, workshops, conferences and via our on-line KeySkill mandatory training materials. Also, sustainability is on the agenda at team meetings. Staff are required to view all information sections contained in the HallMark Sustainability Course on our KeySkill e-learning platform. Course completion are monitored by managers and re-enforced if necessary. Sections are available for all staff to download and reference.

We appreciate that environmental awareness is constantly evolving topic. Therefore, we regularly bring up sustainability issues in team meetings and also use the more informal setting of incidental conversations to reinforce the sustainability messages we wish to convey.

SUSTAINABILITY POLICY

HallMark also has a Sustainability Policy which outlines the organisation's ethos and direction on its contribution to developing a sustainable future. The policy is included with the attached supporting documents

Additional Supporting Documents relevant to this Section

- *HallMark Part 7D Sustainability Policy 2016*

E. DISSEMINATION AND EXPLOITATION (Science Projects Only)

Where applicable please indicate how you intend to disseminate the results of this project, including written and verbal communication routes if appropriate. Applicants are advised to think carefully about how their research aligns with the FSA strategy, what is the impact that their research has on public health/ consumers and decide how the results can best be communicated to the relevant and appropriate people and organisations in as cost-effective manner as possible. Please provide as much detail as possible on what will be delivered. Any costs associated with this must be documented in the Financial Template.

The applicant should describe plans for the dissemination of the results for the project team as a whole and for individual participants. Details should include anticipated numbers of publications in refereed journals, articles in trade journals etc.,

presentations or demonstrations to the scientific community, trade organisations and internal reports or publications. Plans to make any information and/or reports available on the internet with the FSA's permission are also useful, however, this does not remove the requirement for Tenderers to think how best to target the output to relevant groups.

If a final report is part of the requirement, please make sure, as part of the executive summary, that aims and results are clear to the general audience and that the impact of the research on public health/consumers and its alignment to FSA priorities is clearly stated.

Please note that permission to publish or to present findings from work supported by the FSA must be sought in advance from the relevant FSA Project Officer. The financial support of the FSA must also be acknowledged.

Please indicate whether any Intellectual Property (IP) may be generated by this project and how this could be exploited. Please be aware the FSA retains all rights to the intellectual property generated by any contract and where appropriate may exploit the IP generated for the benefit of public health.

In this part Applicants should demonstrate the credibility of the partnership for exploitation of the results and explain the partnership's policy in respect of securing patents or granting licenses for the technology (if applicable). It should deal with any possible agreements between the partners to extend their co-operation in the exploitation phase and with relevant agreements with companies, in particular users, external to the partnership

Overview

A cost effective liaison approach and openness to supporting external communications.

Communication Plan

We assume that the dissemination of the results will only be undertaken by the FSA and/or the analytical laboratory. The data collected by HallMark throughout the sampling project will be provided via reports to the FSA. The key proposal communication objective is the development of cost-effective communication mechanisms with the FSA and Laboratories. However, HallMark would be pleased to cooperate in relation to any FSA project Communication Plan which might be needed, working with the agency, the scientific community, trade organisations or via bespoke publications if the FSA requires any elements of the sample collection process to be included in any of their own dissemination activity.

HallMark would also be pleased to provide the FSA or involved Laboratories or policymakers with appropriate support. Further, we would be happy to collaborate in the sharing of non-sensitive project management best practice, process understanding and improvements and make any necessary contributions to policy development.

We do not expect IP to be created within this project. We would not use any confidential data generated by the project without the permission of the FSA. HallMark does not currently foresee the need to undertake any dissemination of data collected unless specifically requested by the FSA. Further, we have a service agreement with the RVC which states:

14.2 The RVC shall not make any press announcements or publicise this framework agreement in any way without HallMark's prior written consent

6.9 The RVC shall ensure that all information relating to the Services is retained for disclosure and shall permit HallMark and/or the Customer to inspect such records as requested from time to time.

Annex 4 – Suppliers Financial Proposal

Will you charge the Agency VAT on this proposal?

Yes

Please state your VAT registration number:

GB800 5436 68

Project Costs Summary Breakdown by Participating Organisations
Please include only the cost to the FSA.

Organisation	VAT Code *	Total (£)
<i>HallMark Meat Hygiene Ltd</i>	STD	£41,123.96

Total Project Costs (excluding VAT) **	£41,123.96
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* Please indicate zero, exempt or standard rate. VAT charges not identified above will not be paid by the FSA

** The total cost figure should be the same as the total cost shown in table 4

** The total cost figure should be the same as the total cost shown below and in the Schedule of payments tab.

Project Costs Summary
(Automatically calculated)

Staff Costs	£ [REDACTED]
Overhead Costs	£ -
Consumables and Other Costs	£ [REDACTED]
Travel and Subsistence Costs	£ [REDACTED]
Other Costs - Part 1	£ [REDACTED]
Other Costs - Part 2	£ [REDACTED]
Other Costs - Part 3	£ [REDACTED]
Other Costs - Part 4	£ [REDACTED]
Other Costs - Part 5	£ [REDACTED]

Total Project Costs	£41,123.96
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COST OR VOLUME DISCOUNTS - INNOVATION

The Food Standards Agency collaborates with our suppliers to improve efficiency and performance to save the taxpayer money. A tenderer should include in his tender the extent of any discounts or rebates offered against their normal day rates or other costs during each year of the contract. Please provide full details below:

Combining the Surveillance work with the existing EU Harmonised Survey of Antimicrobial Resistance (AMR) on Retail Meats can bring immediate clear benefits - reduced mileage, reduced staff effort, consistent delivery approach, single points of contact, etc.
If FSA and or laboratories have other preferred or more cost effective options/suppliers which HallMark could utilise Hall Mark would be prepared to adopt.

Staff Costs Table

*This should reflect details entered in your technical application section 4C.

Please note that FSA is willing to accept pay rates based upon average pay costs. You will need to indicate where these have been used.

* Role or Position within the project	Participating Organisation	Daily Rate (£/Day)	* Daily Overhead Rate (£/Day)	Days to be spent on the project by all staff at this grade	Total Cost (incl. overheads)
RVC Consultant	HallMark	£ [REDACTED]		[REDACTED]	£ [REDACTED]
RVC Consultant	HallMark	£ [REDACTED]		[REDACTED]	£ [REDACTED]
Sampling Operations	HallMark	£ [REDACTED]		[REDACTED]	£ [REDACTED]
Project Management	HallMark	£ [REDACTED]		[REDACTED]	£ [REDACTED]
IT Developer	HallMark	£ [REDACTED]		[REDACTED]	£ [REDACTED]
Field Surveyors	HallMark	£ [REDACTED]		[REDACTED]	[REDACTED]

Total Labour Costs

£ [REDACTED]

* Total Overhead Costs (if not shown above)

Consumable/Equipment Costs

Please provide a breakdown of the consumables/equipment items you expect to consume during the project

Item	Quantity	Cost/Item (£)	Total
Boxes cost Icertech midi plus chill packs		£	£
Boxes cost Icertech small		£	£
Icertech chill packs 1l		£	£
Grip Seal bags		£	£
Tamper Proof Sample Bags		£	£
Total Material Costs			£

Please provide, in the table below, estimates of other costs that do not fit within any other cost headings

Description and justification of the cost	Estimated Cost
Dispatch of equipment to surveyors courier cost	£
Collection of recycled ice packs courier cost	£
Dispatch samples to lab courier cost	£
Purchase sample cost	£
Profit Margin	£
Total Other Costs	£

Travel and Subsistence Costs

Please provide a breakdown of the travel and subsistence costs you expect to incur during the project

Purpose of journey or description of subsistence cost	Frequency	Cost each (£)	Total Cost
Mileage cost	■	£ ■	£ ■
Travel in London	■	£ ■	£ ■

Total Travel and Subsistence Costs

£ ■

The Pricing Schedule

Proposed Project Start Date	01-Jun-2017	Amount				
Invoice Due Date	Description as to which deliverables this invoice will refer to (<i>Please include the deliverable ref no(s) as appropriate</i>)	*Net	** VAT Code	§ Duration from start of project (Weeks)	§ Duration from start of project (Date)	Financial Year
31-Aug-2017	D1-Clear Project plan defining all sampling work and reporting to be undertaken, Scope of Work, Pricing Schedule as agreed with FSA by this date.	£ [REDACTED]	STD	13	31-Aug-2017	2017-18
26-Oct-2017	D2-All Samples delivered to analytical Contractor(S) by this date.	£ [REDACTED]	STD	21	26-Oct-2017	2017-18
30-Nov-2017	D3-Final report sent to FSA by this date.	£ [REDACTED]	STD	26	30-Nov-2017	2017-18
Retention /Final Deliverable	***	£ [REDACTED]				

Total	£41,123.96	
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* Please insert the amount to be invoiced net of any VAT for each deliverable
 ** Please insert the applicable rate of VAT for each deliverable
 *** 20% of the total project budget is withheld and will be paid upon acceptance of a satisfactory final report by the agency.
 § The number of weeks after project commencement for the deliverable to be completed

Summary of Payments

Financial Year (Update as applicable in YYYY-YY format)	Year 1	Retention	Total
	2017-18		
Total Amount	£ [REDACTED]	£ [REDACTED]	£41,123.96