Health Canada and the Public Health Agency of Canada | Santé Canada et l'Agence de la santé publique du Canada

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Health Canada / Santé Canada
200, Eglantine Driveway
Tunney's Pasture
Ottawa Ontario K1A 0K9
Attn: Diana Seguin
Email: diana.seguin@canada.ca

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

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

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

Instructions : See Herein
Instructions: Voir aux présentes

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

Title – Sujet **Retailers' Behaviour Toward Youth Access-to-Electronic Cigarettes and Promotion at Retail and Online**	
Solicitation No. – N° de l'invitation 1000202494a	**Date** November 26, 2018
Solicitation Closes at – L'invitation prend fin à 2:00 *PM* **on / le –** December 11, 2018	**Time Zone** **Fuseau horaire** Eastern Standard Time
F.O.B. - F.A.B. **Plant-Usine:** ☐ **Destination:** ☒ **Other-Autre:** ☐	
Address Enquiries to: - Adresser toutes questions à : Name: Diana Seguin Email: diana.seguin@canada.ca Telephone – téléphone : 613-941-2074	
Destination – of Goods, Services, and Construction: **Destination – des biens, services et construction :** See Herein – Voir ici	
Delivery required - Livraison exigée See Herein – Voir ici	
Vendor/firm Name and address **Raison sociale et adresse du fournisseur/de l'entrepreneur** **Facsimile No. – N° de télécopieur :** **Telephone No. – N° de téléphone :**	
Name and title of person authorized to sign on behalf of Vendor/firm **Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur** ______________________________ **(type or print)/ (taper ou écrire en caractères d'imprimerie)** ____________________ __________ **Signature** **Date**	

Canada

June 2018 High Complexity Bid Solicitation and Resulting Contract Template (HC)

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, Security Requirements, the Security Requirements Checklist, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements

1.2 Summary

1.2.1 This is a survey of retail establishments in Canadian cities, to determine the willingness of these establishments to sell electronic cigarette products (e-cigarettes) to youth, and to gain a better understanding of e-cigarette product placement, accessibility and promotion, including the potential promotion of health claims, at retail outlets. The ease with which youth can purchase e-cigarettes online will also be assessed. Prior to sending survey teams into stores or attempting online purchasing, the contractor will have to conduct a “universe” study of the population of retailers selling e-cigarettes within each city, and a second universe study of the Canadian online market. A final report of the survey’s findings is also required.

1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.
Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

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

2.2 Submission of Bids

Bids must be submitted only to Health Canada Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

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

2.3 Former Public Servant

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

Definitions

For the purposes of this clause,"former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits*

Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act* , 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S. 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** ( ) **No** ( )

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

2.6 Basis for Canada's Ownership of Intellectual Property

Health Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the *Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts*: Where the main purpose of the Crown Procurement Contract, or the deliverables contracted for, is: to generate knowledge and information for public dissemination.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

  Section I: Technical Bid (4 hard copies) (and 1 soft copy on CD)

  Section II: Financial Bid (1 hard copy) (and 1 soft copy on CD)

  Section III: Certifications (1 hard copy) (and 1 soft copy on CD)

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

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

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

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

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

1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Management Bid

In their management bid, Bidders must describe their capability and experience, the project management team and provide client contact(s).

Section III: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet detailed below.

3.1.2 Electronic Payment of Invoices – Bid

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

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

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

3.1.3 Exchange Rate Fluctuation

C3010T (2014-11-27), Exchange Rate Fluctuation Risk Mitigation

3.1.4 *SACC Manual* Clauses

Section IV: Certifications
Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

(a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, management, and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Mandatory requirements are evaluated on a simple pass or fail basis. Failure by bidders to meet any of the mandatory requirements will render the bidder's proposal **non-responsive**. The treatment of mandatory requirements in any procurement process is absolute.

Proposers must meet **all** the mandatory requirements described below. This will be evaluated as either "**Yes"** or "**No"**. Proposals not receiving "**Yes**" for any mandatory requirement will ***not*** be considered further.

Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal that addresses the requirement identified in the criteria.			
Criteria	**Page #**	**Yes**	**No**
M1. The Bidder must provide detailed information regarding at least two (2) projects their organization has completed involving **mystery shoppers*** within the past five (5) years that were national in scope and involved a sample size of 1500 or more retail outlets. Each project must include the following information: a) The name of the client organization (to whom the services were provided); b) Description of how many resources were allocated to the work, description of activities performed, how large the mystery shopping sample size was, and how the Bidder managed the work; c) The dates and duration of the project (indicating the years/months of engagement and the start and end dates of the work in format mm-yyyy to mm-yyyy); d) Name of client reference and current email address and/or phone number; e) Samples of executive summaries or technical reports from related projects provided that these do not reveal any confidential business information. *A mystery shopper is defined as a person hired by a market research or similar firm to visit retail locations posing as a customer, in order to collect information about the retailers' practices, displays, or related information.			

M2. The Bidder must provide detailed information regarding their organization's experience completing at least one (1) project within the past five (5) years conducting mystery shopping with **youth**, i.e. sale of products to persons aged 15 to 17, in retail establishments that were national in scope and involved a sample size of 1500 or more retail outlets. The projects included in M2 must be different than those listed in M1. Each project must include the following information: a) The name of the client organization (to whom the services were provided); b) Description of how many resources were allocated to the work, description of activities performed, how large the mystery shopping sample size was, and how the Bidder managed the work; c) The dates and duration of the project (indicating the years/months of engagement and the start and end dates of the work in format mm-yyyy to mm-yyyy); d) Name of client reference and current email address and/or phone number; e) Samples of executive summaries or technical reports from related projects provided that these do not reveal any confidential business information.			
M3. The Bidder must provide a detailed explanation regarding their organization's experience in analysis of weighted datasets, including creating and applying the weights in the analysis, and reporting descriptive analyses for these datasets. The Bidder must have performed these tasks at least twice (2 times) from start to finish within the past two (2) years. Each project must include the following information: a) The name of the client organization (to whom the services were provided); b) Description of how many resources were allocated to the work, description of activities performed, how large the mystery shopping sample size was, and how the Bidder managed the work; c) The dates and duration of the project (indicating the years/months of engagement and the start and end dates of the work in format mm-yyyy to mm-yyyy); d) Name of client reference and current email address and/or phone number; e) Samples of executive summaries or technical reports from related projects provided that these do not reveal any confidential business information.			
M4. The total value of the contract emanating from this RFP shall not exceed $450,000.00, including all applicable taxes and travel costs.			

4.1.1.2 Point Rated Technical Criteria

4.1.1.2.1 Method of Evaluation

A proposal with a score less than 70% for technical compliance as a whole will be considered **non responsive**, and eliminated from the competition.

4.1.1.2.2 Point Rated Technical Requirements

TECHNICAL COMPONENT (maximum: 110 points; minimum: 77 points)

REQUIREMENT	**EVALUATION CRITERIA**	**PAGE #**
(a) Understanding of Scope and Objectives **(Max. 20 points)**	(i) The Bidder must include a short introduction, including in their words a brief evaluation of the need for the project, the objectives of the proposed work, and the reasons for carrying it out as proposed and the benefits to be derived. **(max. 10 pts)** (ii) The Bidder must demonstrate an understanding of the communications and regulatory roles played by Health Canada (HC) in tobacco control. Sufficient detail is required to demonstrate that the Bidder has a sound grasp of the issues to be addressed. **(max. 10 pts)** **TOTAL**	
(b) Proposed Work Feasibility, Approach and Methodology **(Max. 60 points)**	The Bidder must clearly outline its approach and proposed methodology to meet the requirement as well as the degree of success expected. The proposed technical approach must be compliant with the requirements of the Statement of Work (SOW) provided as part of the bid solicitation. Sufficient detail must be provided to demonstrate the Bidder's grasp of the requirement and the Bidder's competence to meet it. To demonstrate this capability the Bidder must provide its approach and methodology for the following aspects of the work: (i) Universe Studies - the procedures on how the Retail and Online Universe studies will be carried out. The Bidder must also identify the database and version to be used to produce the Universe studies; **(max. 10 pts; 7 points for Retail study, 3 points for Online study**) (ii) Retail Channel Selection and Sampling Plan - the methodology to determine the retail channels to be used and approach to design the Sampling Plan to ensure a representative sample in each of the cities; **(max. 10 pts)** (iii) Data Collection Techniques, i.e. procedures to be followed to conduct the retail outlet visits and online purchasing; **(max. 10 pts; 7 points for Retail study, 3 points for Online study)** (iv) Hiring of Observation Teams - in particular the teen-aged minors, i.e. procedures to be followed to recruit the observation team members (male and female); **(max. 10 pts)** (v) Quality Control Measures - to be taken by the Bidder to ensure the proposed sample for each retail channel in each city in the retail study is collected; **(max. 10 pts)** (vi) Data Storage and Analysis - how data collected from the retail outlet visits and online purchases are to be stored, and how data analysis will be carried out; **(max. 10 pts)** **TOTAL**	

REQUIREMENT	EVALUATION CRITERIA	PAGE #
(c) Recognition of Problems and Solutions Proposed (Max. 10 points)	The Bidder must state any major difficulties that are anticipated, and explain how they would address these difficulties. **(max. 10 pts)** **TOTAL**	
(d) Work Plan, Schedule and Deliverables (Max. 20 points)	The Bidder must include a detailed work plan listing the specific tasks and deliverables. It must include the major activities of the personnel assigned to each task and the proposed schedule for completion or delivery. **(max. 20 pts)** **TOTAL**	

4.1.2 Management Evaluation

4.1.2.1 Point Rated Management Criteria (Maximum: 100 points; Minimum: 70 points)

Requirement	Evaluation Criteria	Page #
(a) Resource (Project Management): **Qualifications and Relevant Experience** **(Max. 20 points)**	The Bidder must provide the name of the Resource who will be the Project Manager assigned to this requirement, demonstrating his/her qualifications (including sufficient language capability to oversee completion of deliverables in Québec, New Brunswick, and other majority francophone locations) and experience. The curriculum vitae must also be included. The Bidder must demonstrate that the Project Manager has significant experience conducting similar surveys by demonstrating: (i) Experience carrying out mystery shopping projects and in particular, projects employing teen-aged minors and involving controlled substances, such as tobacco or alcohol; **(max. 10 pts)** (ii) Experience in the areas of project management, field management, and sampling plan design. **(max. 10 points)** The Bidder must provide a brief description of relevant experience to demonstrate the experience of the Resource in the following format with headers: Name of Bidder, Project Dates and Duration, Dollar Value, Client Contact, Project Title and Brief Description, Methodology and Sample Size. **TOTAL**	

Requirement	Evaluation Criteria	Page #
(b) Resource: Data Analysis **Qualifications and Relevant Experience** **(Max 20 points)**	The Bidder must provide the name of the Resource who will be the Analyst assigned to this requirement, demonstrating his/her qualifications and experience. The curriculum vitae must also be included. The Bidder must demonstrate that the Analyst has significant experience conducting analysis of similar surveys by demonstrating: (i) Experience carrying out analysis of weighted datasets, including creating and applying the weights in the analysis, (ii) Experience providing descriptive analyses for these datasets and developing reports. The Bidder must provide a brief description of relevant experience to demonstrate the experience of the Resource in the following format with headers: Name of Bidder, Project Dates and Duration, Dollar Value, Client Contact, Project Title and Brief Description, Methodology and Sample Size. **(max. 20 pts)** **TOTAL**	
(c) Other Key Personnel (i.e. other than the Project Manager) - Relevant Experience, Qualifications and Competence Proven by Similar or Related Work **(Max. 20 points)**	The Bidder must provide the names of all other key personnel, including subcontractors, who will be assigned to this requirement, demonstrating their qualifications (including language capability sufficient to produce the deliverables) and experience. Their curriculum vitae must also be included. The Bidder must demonstrate for each of the proposed key resources (as applicable) their experience in carrying out mystery shopping projects, in particular with controlled substances, and experience in carrying out data collection, data analysis and weighting of data. **(max. 20 pts)** **TOTAL**	
(d) Bidder's Organization: Relevant Experience and Competence Proven by Similar or Related Work **(Max. 10 points)**	The Bidder must demonstrate the background and experience of its organization and any subcontracting organizations, particularly as it relates to this requirement. The Bidder must demonstrate its experience carrying out mystery shopping projects, and in particular, projects employing teen-aged minors and involving a controlled substance, such as tobacco or alcohol. **(max. 10 pts)** **TOTAL**	

Requirement	Evaluation Criteria	Page #
(e) Proposed Level of Effort and Planned Team Organization **(Max. 10 points)**	The Bidder must include a description of the team (including subcontractors, as applicable), the reporting structure, as well as the ability of the proposed team to complete the Work. The level of effort (by task) for each individual resource must be specified to demonstrate how the various aspects of the work will be conducted by each proposed resource in order to provide the deliverables by the date specified in the Statement of Work. The availability of all resources (including backup capability) must be addressed. Where subcontractors are proposed as part of the project team, the Bidder must provide a list of all subcontractors proposed, including individual resources, and must describe the work to be performed by each one and explain the proposed basis of selection for each one. **(max. 10 pts)** **TOTAL**	
(f) Project Management Tools or Methodology **(Max. 20 points)**	The Bidder must describe how it proposes to control the management of the project, including subcontracts. The proposal must identify the system the bidder will use to control costs and labour and describe its approach for reporting progress; and a strategy for managing planned or unplanned resource vacancies during the performance of the work and limiting the impact of such vacancies. The Bidder must describe software that will be used to house the data collected and describe how the results are to be recorded and transmitted from the observation teams to the Bidder. The Bidder must also describe any software to be used to carry out the data analysis or for any portion of the work required for this contract. **(max. 20 pts)** **TOTAL**	
	OVERALL TOTAL	

TOTAL MAXIMUM NUMBER OF POINTS: 210
TOTAL MINIMUM NUMBER OF POINTS: 147

DETAILED SCORING GRID

4.1.3 TECHNICAL COMPONENT PROPOSAL
(Maximum: 110 points; Minimum: 77 points)

1. (a) Understanding of Scope and Objectives (max. 10 points per criteria for a total of 20 points)		
0	**Not Addressed or Not Acceptable**	• No details provided • Evaluated as not meeting the requirement or the requirement's intent • Demonstrates a lack of understanding of the requirement
3	**Limited**	• Demonstrates a limited understanding of the requirement

		• Details weak or incomplete; insufficient for the effective performance of the Work • Major deficiencies exist
6	**Marginal**	• Demonstrates a general understanding of the requirement • Demonstrates the capability to meet some of the requirement • Minor deficiencies exist; some elements not clearly addressed • Some knowledge of the privacy and security issues relating to the collection of health related data was demonstrated
8	**Good**	• Demonstrates a clear, complete and accurate understanding of the requirement • Demonstrates a good appreciation of the Work and issues surrounding the Work • All the necessary detail provided • Demonstrates good knowledge of the privacy and security issues relating to the collection of health related data
10	**Outstanding**	• Demonstrates a clear, accurate and in-depth understanding of the requirement • Demonstrates an excellent appreciation of the privacy and security issues relating to the collection of health related data • Details provided are original, specific and innovative
1. (b) Proposed Work Feasibility, Approach and Methodology (max. 10 points per criteria for a total of 60 points)		
0	**Not Addressed or Not Acceptable**	• No details provided • Evaluated as not meeting the requirement or the requirement's intent
3	**Limited**	• Limited or unclear details on how it will meet the requirement • Very few elements provided, information not clearly addressed • Details considered weak or incomplete, major deficiencies exist
6	**Marginal**	• General or partial details on how it will meet the requirement • Demonstrates the capability to meet some of the requirement • Some elements were not clearly addressed; some deficiencies exist of some concern
8	**Good**	• Sound details provided on how it will meet the requirement • Demonstrates the capability to meet most or all of the requirement • All of the necessary detail provided; minor deficiencies exist but not of major concern
10	**Outstanding**	• Creative and innovative details on how it will meet the requirement • In-depth and specific details provided, no deficiencies exist
1. (c) Recognition of Problems and Solutions Proposed (max. 10 points)		
0	**Not Addressed or Not Acceptable**	• No details provided • Evaluated as not meeting the requirement or the requirement's intent
3	**Limited**	• Demonstrates a limited understanding of anticipated difficulties or how to address them • Limited or incomplete information; considered weak • Fails to demonstrate that anticipated difficulties could be resolved

6	**Marginal**	• Demonstrates some understanding of anticipated difficulties with some sound options for resolution • Some elements not clearly addressed • Demonstrates that only some of the problems could be resolved
8	**Good**	• Demonstrates a clear understanding & appreciation of anticipated problems with sound options for resolution • All elements are addressed • Demonstrated that most or all of the problems could be resolved
10	**Outstanding**	• Demonstrates a clear and in-depth understanding & appreciation of anticipated problems with creative options for resolution • Innovative details provided • Demonstrates that all of the problems could be resolved in a creative manner
1. (d) Work Plan, Schedule and Deliverables (max. 20 points)		
0	**Not Addressed or Not Acceptable**	• No details provided • Evaluated as not meeting the requirement or the requirement's intent
8	**Limited**	• Limited, unclear or insufficient work plan and schedule of work; considered weak • Major deficiencies exist • Time frames and resources are not reasonable to meet the deadlines
12	**Marginal**	• Marginal or partial work plan and schedule of work, some elements not clearly addressed • Time frames and resources are reasonable to meet some of the deadlines; minor deficiencies exist
16	**Good**	• Clear work plan and schedule of work; all elements are addressed • Time frames and resources are reasonable to meet most or all of the deadlines
20	**Outstanding**	• Clear, in-depth work plan and schedule of work • Times frames and resources would meet or exceed all of the deadlines

4.1.4 MANAGEMENT COMPONENT PROPOSAL (Maximum: 100 points; Minimum: 70 points)

2. (a) Project Manager, Qualifications and Relevant Experience		
(i) Experience carrying out mystery shopping projects and in particular, projects employing teen-aged minors and involving controlled substances, such as tobacco or alcohol (max. 20 points)		
0	**Not Addressed or Not Acceptable**	• No details provided • Evaluated as not meeting the requirement
8	**Limited**	• Demonstrates limited experience conducting mystery shopping projects (only 2 projects carried out) • None of the past projects involved a controlled substance • Teen-aged minors were used in only one mystery shopping project • Average sample size involved 1000 retail outlet visits
12	**Marginal**	• Demonstrates some experience conducting mystery shopping projects (at least 3 projects)

		None of the past projects involved a controlled substance • Teen-aged minors were used in at least one mystery shopping project • Average sample size involved more than 1000 retail outlet visits but less than 1500
16	**Good**	• Demonstrates good experience conducting similar mystery shopping projects (at least 3 or more projects) • At least 1 past project involved a controlled substance and the use of teen-aged minors • Average sample size involved more than 1500 retail outlet visits but less than 2000
20	**Outstanding**	• Demonstrates extensive experience conducting similar mystery shopping projects (at least 4 or more projects) • More than 1 past project involved a controlled substance and the use of teen-aged minors • Average sample size involved more than 2000 retail outlet visits
(ii) Experience in the areas of project management, field management, sampling plan design (max. 10 points)		
0	**Not Addressed or Not Acceptable**	• No details provided • Evaluated as not meeting the requirement
3	**Limited**	• Limited details provided • Experience considered limited or insufficient for the effective performance of the work • Some experience in one or two of the areas; major deficiencies exist in other areas
6	**Marginal**	• Some of the elements are addressed • Experience considered sufficient but some major deficiencies exist • Experience in two of the areas
8	**Good**	• Most of the elements are addressed • Experience considered sufficient with minor deficiencies • Experience in two or all of the areas
10	**Outstanding**	• All of the elements are addressed • Experience exceeds the requirements • Extensive experience in all of the areas
2. (b) Data Analyst, Qualifications and Relevant Experience (max. 20 points)		
0	**Not Addressed or Not Acceptable**	• No details provided • Evaluated as not meeting the requirement
8	**Limited**	• Demonstrates limited experience performing descriptive analysis on weighted datasets (only 1 previous descriptive analysis on a dataset performed) • Demonstrates limited experience developing reports based off of descriptive analysis of weighted datasets (only 1 previous report created) • Average sample size of 1000
12	**Marginal**	• Demonstrates some experience performing descriptive analysis on weighted datasets (at least 2 previous descriptive analyses on datasets performed) • Demonstrates some experience developing reports based off of descriptive analysis of weighted datasets (at least 2 previous reports

		created) • Average sample size more than 1000 but less than 1500
16	**Good**	• Demonstrates good experience performing descriptive analysis on weighted datasets (at least 3 previous descriptive analyses on datasets performed) • Demonstrates good experience developing reports based off of descriptive analysis of weighted datasets (at least 3 previous reports created) • Average sample size more than 1500 but less than 2000
20	**Outstanding**	• Demonstrates extensive experience performing descriptive analysis on weighted datasets (at least 4 previous descriptive analyses on datasets performed) • Demonstrates extensive experience developing reports based off of descriptive analysis of weighted datasets (at least 4 previous reports created) • Average sample size more than 2000
2. (c) Other key personnel capability (max. 20 points)		
0	**Not Addressed or Not Acceptable**	• No details provided • Evaluated as not meeting the requirement
8	**Limited**	• Majority of key personnel have limited experience in carrying out mystery shopping projects; and in data collection, data analysis and weighting of data • Majority of key personnel have very limited experience with mystery shopping projects involving a controlled substance
12	**Marginal**	• Some key personnel have adequate experience in carrying out mystery shopping projects
16	**Good**	• Most or all of the key personnel have good experience in carrying out mystery shopping projects; and in data collection, data analysis and weighting of data • Most or all have good experience with mystery shopping projects involving a controlled substance
20	**Outstanding**	• All key personnel have extensive experience in carrying out mystery shopping projects; and in data collection, data analysis and weighting of data • All key personnel have extensive experience with mystery shopping projects involving a controlled substance
2. (d) Bidder's organization (max. 10 points)		
0	**Not Addressed or Not Acceptable**	• No details provided • Evaluated as not meeting the requirement
3	**Limited**	• Demonstrates limited experience conducting mystery shopping projects (1 project) • None of the past projects involved a controlled substance • Teen-aged minors were used in one mystery shopping project
6	**Marginal**	• Demonstrates some experience conducting mystery shopping projects (2 projects) • None of the past projects involved a controlled substance • Teen-aged minors were used in one of the mystery shopping projects
8	**Good**	• Demonstrates good experience conducting mystery projects (2

		projects) • At least 1 past project involved a controlled substance and the use of teen-aged minors
10	**Outstanding**	• Demonstrates extensive experience conducting similar mystery shopping projects (3 or more projects) • More than 1 past project involved a controlled substance and the use of teen-aged minors
2. (e) Proposed level of effort and planned team organization, including availability of team members and backup capability, reporting structure, and capability to carry out the project within the time frame allotted (max. 10 points)		
0	**Not Addressed or Not Acceptable**	• No details provided • Evaluated as not meeting the requirement
3	**Limited**	• Limited description of the team, including subcontractors, and reporting structure, details weak or incomplete; major deficiencies exist • Schedule of work and activities of resources limited or incomplete, lacks detail
6	**Marginal**	• Partial description of team, including subcontractors, and reporting structure; deficiencies exist of some concern • Schedule of work and activities of resources appears reasonable, some items not clearly addressed • Level of effort and availability of personnel not clearly specified for some of the resources • Backup personnel not clearly outlined
8	**Good**	• Most of the necessary detail provided on the description of the team, including subcontractors, and reporting structure; minor deficiencies exist • Schedule of work and activities of resources addresses most of the necessary information • Level of effort and availability of personnel was clearly specified for most or all of the resources • Backup personnel clearly outlined
10	**Outstanding**	• Extensive, in-depth description of the team, including subcontractors, and reporting structure; no deficiencies exist • Schedule of work and activities of resources clearly outlines all of the necessary information • Level of effort and availability of personnel is extensively outlined for all of the resources • All backup personnel clearly outlined
2. (f) Project management tools and methodology (max. 20 points)		
0	**Not Addressed or Not Acceptable**	• No details provided • Evaluated as not meeting the requirement
8	**Limited**	• Limited description of project management tools and methodology, considered weak and incomplete; tools and methodology are current but not leading edge, or innovative • Does not demonstrate that the data will be properly tracked and coordinated
12	**Marginal**	• Partial description of project management tools and methodology, some of the elements are addressed; tools and methodology are up to date • Demonstrates that some of the data will be properly tracked and

		coordinated
16	**Good**	• Good description of most or all elements of the project management tools and methodology; tools and methodology are leading edge and up to date • Demonstrates that most or all of the data will be properly tracked and coordinated
20	**Outstanding**	• Extensive, in-depth description of all elements of the project management tools and methodology; tools and methodology are leading edge, up to date and innovative • Demonstrates that all of the data will be properly tracked and coordinated

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

SACC Manual Clause A0222T (2014-06-26), Evaluation of Price

4.2 Basis of Selection

4.2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price

SACC Manual Clause A0027T , Basis of Selection – Highest Combined Rating of Technical Merit and Price

Contractor Ranking

For the purpose of ranking all technically-acceptable proposals, the following ratio will factor the technical and the price component to establish a total percentage score:

Technical: 90%
Price: 10%

Technical Score = $\frac{\text{Bidder's Points}}{\text{Maximum Points}}$ **x** 90% **Cost Score** = $\frac{\text{Lowest Bid}}{\text{Bidder's Cost}}$ **x** 10%

Total Score = Technical Score + Cost Score

The proposal will be awarded to **the highest total technical and price score**.

In the event of a tie: the proposal will be awarded to the Bidder with the higher technical score.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy *(*http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html)*,* the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the “FCP Limited Eligibility to Bid list at the time of contract award.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.2 Status and Availability of Resources

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.3.4 Education and Experience

5.2.3.4.1 *SACC Manual* clause A3010T (2010-08-16) Education and Experience

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

Not applicable

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the technical and management portions of the Contractor's bid entitled ______, dated _____.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

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

7.2.2 Supplemental General Conditions

4007 04 (2008-05-12) License to Intellectual Property Rights in Background Information apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Period of the Contract

The period of the Contract is from date of Contract to June 28, 2019 inclusive

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: __________
Title: __________
Health Canada
Chief Financial Officer Branch
Directorate: _________
Address: _________

Telephone: ___-___-_______

Facsimile: ___-___-_______
E-mail address: ______________

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

7.5.2 Project Authority

The Project Authority for the Contract is:

Name: _________
Title: _________
Organization: __________
Address: __________

Telephone: ___-___-_____
Facsimile: ___-___-_____
E-mail address: ____________

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

7.5.3 Contractor's Representative

Name: _________
Title: _________
Organization: __________
Address: __________

Telephone: ___-___-_____
Facsimile: ___-___-_____
E-mail address: ____________

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Payment

7.7.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex B, to a limitation of expenditure of *$*________. Customs duties are included and Applicable Taxes are extra.

7.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed $ _________. Customs duties are included, and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
    a. when it is 75% committed, or
    b. four months before the contract expiry date, or
    c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

    whichever comes first.

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

7.7.3 Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Deliverable	**Item in SOW**	**Due Date**	**Firm Cost**
Initial meeting with Technical Authority	2.1.1	January 2, 2019	
Retail Universe and Online Universe database and study	2.1.2	January 15, 2019	
Analyses of Retail Channels and Oral Presentation to HC with slide deck	2.1.3	January 15, 2019	
Draft Sampling Plan	2.1.4.1	January 22, 2019	
Draft Operational Plan	2.1.4.2	January 29, 2019	

Final Sampling and Operational Plan	2.1.4.3	February 6, 2019	
Retail Observation Teams in place	2.1.5.4	February 22, 2019	
Data collection complete for Retail and Online studies	2.1.6	March 29, 2019	
Draft English Report Including Figures, Tables and Data	2.1.7.3 2.1.7.4	April 24, 2019	
Final English Report Including figures, tables, syntax and results, and Microdata in SPSS, STATA or tab delimited format	2.1.7.5	May 15, 2019	
Draft French Report	2.1.8.1	June 3, 2019	
Final French Report	2.1.8.2	June 17, 2019	

7.7.4 Electronic Payment of Invoices – Contract

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

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

7.7.5 Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

7.7.6 Invoicing Instructions

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

2. Each invoice must be supported by:

   a. a copy of time sheets to support the time claimed;

   b. a copy of the release document and any other documents as specified in the Contract;

c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

d. a copy of the monthly progress report.

3. Invoices must be distributed as follows:

a. The original and one (1) copy must be forwarded to the following address for certification and payment.
Health Canada
Email: hc.p2p.east.invoices-factures.est.sc@canada.ca

7.8 Compliance

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

7.9 Applicable Laws

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

7.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

(a) the Articles of Agreement;
(b) the supplemental general conditions 4007 04 (2008-05-12) License to Intellectual Property Rights in Background Information;
(c) the general conditions 2035 (2018-06-21), General Conditions - Higher Complexity - Services;
(d) Annex A, Statement of Work;
(e) Annex B, Basis of Payment;
(f) Annex C, Electronic Payment Instruments;
(g) Annex D, Operational Guidelines;
(h) Annex E, Retailer Behaviour with Respect to Youth Access to Electronic Cigarettes and Promotion Final Report;
(i) Annex F, Reference Link;
(j) the Contractor's bid dated ______.

7.11 Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

7.12 Insurance

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

ANNEX "A"

STATEMENT OF WORK

Retailers' Behaviour Toward Youth Access-to-Electronic Cigarettes and Promotion at Retail and Online

1.0 SCOPE

1.1. Introduction

This is a survey of retail establishments in Canadian cities, to determine the willingness of these establishments to sell electronic cigarette products (e-cigarettes) to youth, and to gain a better understanding of e-cigarette product placement, accessibility and promotion, including the potential promotion of health claims, at retail outlets. The ease with which youth can purchase e-cigarettes online will also be assessed. Prior to sending survey teams into stores or attempting online purchasing, the contractor will have to conduct a "universe" study of the population of retailers selling e-cigarettes within each city, and a second universe study of the Canadian online market. A final report of the survey's findings is also required.

1.2. Objectives of the Requirement

The contractor will provide a final report on the willingness of retailers to sell e-cigarettes to youth. The final report will also summarize findings with respect to e-cigarette placement, accessibility and promotion, including the potential promotion of health claims at retail outlets, and the online access of youth to e-cigarettes. The final report will include national analyses and by city/region/province, and address characteristics of the youth test shopper, the store clerk, the category/class of store, etc.

The intended use of the completed requirement is to:

- Provide an impartial measurement of retailer willingness to sell e-cigarettes to youth across Canada;

- Provide a measure of the accessibility of e-cigarettes to youth through online purchasing; and

- Contribute to the evolving evidence base by expanding intelligence on e-cigarette placement, accessibility, and potential promotion at retail outlets across Canada.

1.3. Background

Evidence has shown there is a growing consumer demand for e-cigarettes world-wide, including in Canada. Recent Canadian market analysis has found that there are anywhere from 2000 to 4000 brands of e-liquid on the market in Canada, being sold through approximately 1000 vape stores as well as in other types of retail outlets (convenience stores, grocery chains, etc.) across the country. E-cigarettes are also known to be available through 400 to 500 online retailers, although this may be an underestimate. As the purchasing environment for e-cigarettes is changing rapidly, there is a need to have current information regarding the availability of e-cigarettes and ease of access for youth at retail locations across the country and online, as well as evaluating the placement and promotion of these products within the retail environment. This includes assessing any promotion of health claims.

The *Tobacco and Vaping Products Act (TVPA)* which received royal assent in Canada on May 23, 2018 changes the retail environment for e-cigarettes and vaping products across the country. Protecting youth was a key focus during the process of drafting the legislation in consultation with stakeholders. As a result of the passage of the coming into force of the *TVPA*, vaping products that contain nicotine can now be legally sold as consumer products by retailers according to provincial or territorial legislation.

There is clear evidence that nicotine exposure during adolescence adversely affects cognitive function and development. Nicotine is a potent and powerfully addictive substance, particularly for youth. Vaping products containing nicotine could potentially lead to addiction, the subsequent use of tobacco products, and the renormalization of smoking behaviours. The new legislation bans the sale of non-prescription vaping products to persons under the age of 18 years. For vaping products purchased online, the seller must verify that the person taking delivery of the product is at least 18 years of age.

The legislation also prohibits the promotion of vaping products that are appealing to youth, such as the promotion of appealing flavours like candy. In addition, it creates the regulatory authority to mandate the display of information, including health warning messages on vaping products and their packages.

Any product that is marketed with a health claim (e.g., smoking cessation) in Canada continues to be subject to the Food and Drugs Act and requires authorization by Health Canada prior to sale based upon evidence of safety, quality and efficacy, as demonstrated by the manufacturer. At the time of this request for proposal, no e-cigarette product has been authorized under the Food and Drugs Act.

A study carried out for Health Canada in 2015 at retail locations across the country found that more than two-thirds (67%) of retailers refused to sell e-cigarette products to youth. Nationally, interior advertising was observed 30% of the time in stores. At the time of that study, the sale of e-cigarettes to minors was only covered under provincial legislation in some jurisdictions, while the new federal regulations apply in all provinces and territories. Online sale and marketing of e-cigarettes was not assessed in the 2015 study.

According to data from the Canadian Student Tobacco, Alcohol and Drugs Survey (CSTADS) the use of e-cigarettes has increased among youth in recent years. The proportions of students who had ever tried using an e-cigarette increased from 20% in 2014-15 to 23% in 2016-17. The percent of students who had used an e-cigarette in the past 30 days increased from 6% of students in 2014-15 to 10% in 2016-17.

The source of students' e-cigarettes was examined for the first time in CSTADS in 2016-17. Among students who used an e-cigarette in the past 30 days, 22% stated that they obtained their e-cigarette from a retail source.

1.4. Specific Scope of the Requirement

The purpose of this project is to gather information in a rapidly changing retail marketplace where there is now legislation in place across the country to prohibit youth access to e-products. The project will assess the willingness of retailers to sell e-cigarettes to youth in-person and online, and to identify e-cigarette placement, accesibility and promotion, including the potential promotion of health claims at retail outlets.

This research project is designed to assess retailer willingness to provide e-cigarettes and vaping products to youth. The data from this study is intended for information purposes only and will not be used for regulatory enforcement.

1.4.1 Retail Outlets

The Contractor will begin with creating a "Retail Universe" study of the retail environment of outlets that sell e-cigarette products. The end product of the “Universe” study will be a database that is representative of the retail market, for stores which sell e-cigarette products (with nicotine or not), in at least 20 cities from which a sample can be drawn for the main study. The cities to be included in the study will be proposed by the Contractor and final selection will be at the discretion of the Technical Authority.

Based on analyses of the Retail Universe study, the Contractor will advise the Technical Authority regarding which retail channels should be sampled in the 2018/2019 study. The Technical Authority will approve the selection of retail channels prior to the sample for 2018/2019 being drawn. Retail channel, in this context, refers to the types of stores that sell e-cigarette products, which include but will not be limited to chain convenience stores, independent convenience stores, gas kiosks, drug stores, grocery banners, mass merchandisers, discount stores, mall kiosks, and dedicated “vape” shops.

Based on the retail channels proposed by the Contractor and approved by the Technical Authority, the Contractor will submit a Sampling Plan for the data collection outlining the number of stores, by channel type, in each city, that will be visited in the study, and a detailed Operational Plan of the procedure they will follow to carry out the retail outlet visits, to the Technical Authority.

Once the Sampling Plan and Operational Plan are approved by the Technical Authority, the Contractor will draw a random sample of retail outlets, from the refined database, to be included in the study.

The Contractor will also be required to hire and train observation teams to carry out the retail outlet visits as described in the Operational Plan. Each team will include a youth test shopper and an adult observer.

Retailer data collection will take place between February 01, 2019 and March 15, 2019. During this period, the Contractor must conduct, via the observation teams, a series of retail outlet visits to the random sample of retail outlets selected.

No fewer than 4,000 individual retail outlets across Canada will be visited in carrying out this study.

In conducting the retail outlet visits, youth test shoppers under age 18 are to be used to attempt an e-cigarette purchase. An observation team made of one adult (over 19 years of age) and one youth/minor (either 15, 16, or 17 years of age) will visit each selected retailer within their assigned area. It will be critical to the success of this project that field personnel execute their duties discreetly. Field personnel are to pose as typical customers and do nothing to betray the true nature of their work.

Sales To Minors, i.e. sale of e-cigarette products to persons aged 15 to 17, will be judged on the basis of any overt actions, words and behaviour of the sales clerk just short of completing the sale. To provide a measure of willingness to sell, the Contractor will determine the number and percent of retailers refusing to sell an e-cigarette product to persons under the age of 18 years.

1.4.2 Online purchasing

An "Online Universe" study will be to create an inventory of online sources for Canadians of e-cigarettes (i.e. retailers that are based in Canada or ship products to Canada), to be included in the database listed in 1.4.1. Online retailers must be distinguishable from other retailers in the database.

The Contractor will provide the results of the online universe study to the Technical Authority before developing a sampling plan and beginning the attempted online purchasing.

The Contractor will follow the process to purchase e-cigarettes from each online retailer stopping just before the actual purchase. Because no actual purchase will be made, the Contractor will not be able to determine what procedures are in place by the retailer to verify the purchasers age upon delivery, but any/all notifications regarding age verification identified during the purchase process and the nature of these notifications will be recorded.

1.4.3 Expected products

Once the data collection is completed, the Contractor will be required to analyze the results, and submit a Final Report of the research findings along with the Operational Plan in English and French, as well as the micro-data, figures and tables, and analysis syntax and results, to the Technical Authority in the manner and format specified in section 2.1 under “Tasks, Activities, Deliverables and Milestones”.

Retailer Survey results and Online survey results are to be presented separately.

Retailer survey work conducted in the past by Health Canada in the context of assessing retail behaviour toward e-cigarette sales to youth provides a foundation for what will be expected in the Operational Plan and Final Report as part of the e-cigarette retailer and online survey. The "Retailers’ Behaviour Towards Youth Access-to-Electronic Cigarettes and Promotion at Retail Operational Guidelines (2015)" and "Retailer Behaviour with Respect to Youth Access to Electronic Cigarettes and Promotion: Final Report, February 2016" are included to guide the Contractors' planning. (see Appendix C & D).

2. REQUIREMENTS

2.1. Tasks, Activities, Deliverables and Milestones

2.1.1 Initial meeting

An initial start-up meeting will be held within five (5) business days of contract award at the Technical Authority's facility in Ottawa. The Technical Authority, and any other departmental officials deemed relevant by the Technical Authority, will meet with the Contractors' Project Manager and any advisors the Contractor deems appropriate, to ensure a clear understanding of the project.

At this initial meeting, participants will begin to explore and discuss elements of e-cigarette placement, accessibility and promotion (including the potential promotion of health claims) at retail outlets in order to better define what teen and/or adult evaluators should be asked to evaluate.

The Contractor may be asked to meet up to two (2) more times, either in person or via teleconference, to explore and discuss elements of e-cigarette placement, accessibility and promotion (including the potential promotion of health claims) at retail outlets in order to better define what teen and/or adult evaluators will be asked to evaluate.

The online purchasing study is expected to run concurrently with the retailer "mystery shopper" study, and may require separate meeting(s) to discuss plans and seek approval for.

Due: January 2, 2019

2.1.2 Retail and Online "Universe" Study

The Contractor will be required to develop a "Universe" database in order to identify the full scope of retailers in the country, including online retailers.

In order to calculate weighted data prior to drawing the sample for the 2019 retail data collection, the Contractor must conduct a Retail Universe Study to identify the geography of the retail environment.

To carry out the Retail Universe Study, the Contractor must obtain an up to date database of retail stores in Canada to ascertain which outlets currently sell e-cigarette products, in each of the study's cities, and attempt to identify other retail outlets that may also sell e-cigarette products, but are not yet included in the database. The end product of the Universe study will be a refined database from which to draw a representative sample, i.e. a "Universe" of all outlets that sell e-cigarette products, in each of the cities for the 2019 data collection study.

All outlets that are identified as not selling e-cigarette products must be removed from the database and will not form part of the "Universe" to be sampled.

The database will also include online retailers that provide e-cigarette and vaping products to Canadians, which will provide the list of online retailers to be assessed regarding their verification of age before purchasing.

Deliverable: Universe Study (Retail and Online) Report. 2-4 pages of study and outcome
Due: January 15, 2019

2.1.3. Retail Channels Analysis

Using the refined database developed from of the Retail Universe Study, the Contractor will provide the Technical Authority with an analysis by retail channel and city for each of the cities, to identify which retail channels should be sampled in the study. The Contractor will categorize each retail channel by type and city-location (e.g. independent convenience and Ottawa).

The Contractor will advise, based on the analyses, via a presentation to the Technical Authority, (at Health Canada's facility in Ottawa) which retail channels to sample in the 2019 study.

The selection of retail channels to be used in the 2019 study will be reviewed and approved by the Technical Authority prior to designing the Sampling Plan.

Deliverable: Analyses of Retail Channels and Oral Presentation with slide deck
Due: January 15, 2019

2.1.4 Sampling Plan and Operational Plan

2.1.4.1 Draft Sampling Plan

Upon approval of the selection of retail channels by the Technical Authority, the Contractor will design a Sampling Plan to provide statistically valid data in at least 20 cities to be sampled. For each retail channel within each city, the Sampling Plan will be divided into sub-strata requiring a minimum sample of one, and outlets will be randomly selected from the sub-stratum until the target number of sample outlets for that retail channel in that city is achieved. The objective is to select a representative sample of outlets by retail channel across at least 20 cities.

In determining the Sampling Plan, the age and gender breakdowns of the youth test shoppers used in each jurisdiction must be as consistent as possible, to allow for comparison of results between cities.

The Sampling Plan must permit estimates at the national level and by city.

A sample of no fewer than 4,000 retail outlets in the cities across Canada must be chosen at random from the Contractor's refined database.

The Contractor will submit the draft Sampling Plan to the Technical Authority for review. The Technical Authority will have three (3) business days to review and provide feedback. Once feedback is received from the Technical Authority, the Contractor will have up to two (2) business days to discuss and implement review feedback.

Deliverables: Draft Sampling Plan
Due: January 22, 2019

2.1.4.2 Draft Operational Plan

The Contractor will prepare and submit to the Technical Authority, a detailed Operational Plan outlining how the study will be carried out.

The Operational Plan will include but not be limited to:

- Details about requirements for purchasing e-cigarette in each province and how the procedure for data collection might vary from province to province;

- A brief description of the procedures to be used in training of the youth test shoppers who will attempt to purchase e-cigarette products in the study, and the adult observers;

- A brief description of how results from the retail outlet visits will be recorded, summarized and reported, to permit analysis of sales-to-youth by retail outlet type chosen for the study, with respect to the guidelines set out in the scope; and

- Details on collecting information on e-cigarette placement, accessibility and promotion, including the potential promotion of health claims, along with incidents of retailers providing suggestions to youth test shoppers as to which e-cigarette brand or product to buy.

The Contractor will submit the draft Operational Plan in MS Word format via an e-mail attachment, and 1 (one) hard copy to the Technical Authority for review. The Technical Authority will have three (3) business days to review and provide feedback. Once feedback is received from the Technical Authority, the Contractor will have up to two (2) business days to discuss and implement review feedback.

Deliverables: Draft Operational Plan for 2019
Due Date: January 29, 2019

2.1.4.3 Final Sampling Plan and Operational Plan

The Technical Authority will provide feedback to the Contractor on the draft Sampling Plan and Operational Plan. The Contractor must integrate the changes and comments provided by the Technical Authority into the draft Plans and submit the Final Sampling Plan and Operational Plan in MS Word format via an e-mail attachment to the Technical Authority. Upon approval by the Technical Authority, the Contractor will submit 1 (one) hard copy of the Plans to the Technical Authority.

The Technical Authority will have three (3) business days to review and provide feedback. Once feedback is received from the Technical Authority, the Contractor will have up to two (2) business days to discuss and implement review feedback.

Deliverable: Final Sampling and Operational Plan for 2019
Due Date: February 6, 2019

2.1.4.4 Drawing of Sample of Retail Outlets for 2019 Study

Based on the approved Final Sampling Plan and Operational Plan, the Contractor will proceed with drawing the sample of retail outlets for the 2019 data collection field work, from the refined database created in the Universe study. A sample of no fewer than 4,000 retail outlets in the cities across Canada will be chosen at random from the Contractor's refined database.

2.1.5 Assembly of Observation Teams

2.1.5.1 Hiring of Personnel to Conduct the Retail Outlet Visits

To carry out the retail outlet visits, the Contractor must recruit personnel and assemble observation teams (at least one per city) to carry out the visits to the retail outlets in each city to be sampled. Each observation team will be comprised of one adult observer (over 19 years of age) and one youth test shopper (either 15, 16 or 17 years of age).

When recruiting the youth test shoppers, the Contractor must follow the MRIA Code of Conduct and Good Practice (Marketing Research and Intelligence Association) guidelines:
http://mria-arim.ca/sites/default/uploads/files/MRIAConduct-Dec2007REV2010.pdf

All interviews must be conducted in the Contractor's offices (i.e. owned or rented) or in public places (e.g., restaurants, hotel lobbies).

2.1.5.2 Training Observation Teams

Each member of the observation teams must be trained by the Contractor on how to carry out the work, as described in the Operational Plan.

During training, team members will be instructed on how to carry out the retail outlet visits, to summarize the information to be recorded, and how to record this information (based on the criteria set out in the Scope of Work and/or the Operational Plan).

The respective duties of each observation team member are as follows.

2.1.5.3 Responsibility of Youth Test Shoppers

The following outlines the responsibilities of the youth test shopper:

- To gauge the willingness of each retailer to sell the youth an e-cigarette product (with nicotine or not) by actually attempting to purchase from the retailer;
- To note the sex and approximate age of the clerk, choosing from a range of ages provided to them during pre-field training;

- To note and later record whether, during their attempt to make a purchase, the retailer provides unsolicited advice as to which brand or product to buy; and
- To note and later record agreed upon e-cigarette placement, accessibility, marketing and promotion elements (including the potential promotion of health claims) as outlined in the Operational Plan.

It is important for this study that the youth test shopper does not disguise his or her appearance so that he or she appears older than they are.

2.1.5.4 Responsibility of Adult Observers

The following outlines the responsibilities of the adult observer:

- To note and later record the sex and approximate age of the clerk to ensure age noted by teen is accurate:
- The adult evaluator will conduct a visual inspection of the retailer's entire place of business; record necessary information to confirm that the youth test shopper's capture of information is accurate and notes any other elements as agreed upon in the Operational Plan:
- To supervise and oversee the security of the youth test shoppers working with them: and
- To ensure that the youth test shopper does not carry enough money with them to successfully complete an e-cigarette purchase transaction.

Deliverable: Trained Observation Teams in place (at least one per city consisting of one adult and one youth test shopper between ages 15-17)
Due: February 22, 2019

2.1.6 Data Collection

The Contractor, via the observation teams, will carry out the retail outlet visits in each of the cities and record the results from each visit, in the manner set out during training.

Each observation team will be provided, by the Contractor, with a complete list of the outlets required to be visited. The teams will visit each retail outlet within their assigned jurisdiction. Following the visit but not in the immediate vicinity of the store, the youth test shopper will record the required information.

The adult observer will also visit the same retail outlet as the youth test shopper, and will enter the store following the youth test shopper's exit. Following the visit but not in the immediate vicinity of the store, the adult observer will record, as instructed during training, the information to confirm that the youth test shopper's capture of information, including the sex and approximate age of the clerk, along with record of e-cigarette accessibility, marketing and promotion elements are correct.

It is critical that each observation team executes their duties discreetly and pose as typical customers and do nothing to betray the true nature of their work.

Online purchasing data collection should take place concurrently with planning and execution of the retail study so that collection for both surveys is complete by the due date.

Deliverable: Data Collection Complete
Due: March 29, 2019

2.1.7 Data Analysis and Draft Report

2.1.7.1 Statistical Weighting and Data Analysis

The Contractor must analyze the data from the retail outlet visits. Results must be weighted according to the estimated number of stores in the Retail Universe (based on the Retail Universe study), so that the final results will be representative of compliance levels by retail channel in the selected cities in all ten provinces.

2.1.7.2 Online Retail Study reporting

The Contractor will analyze the data from the online purchasing study and provide the national results.

2.1.7.3 English Report

The Contractor must compile and integrate the weighted data obtained during the retail outlet visits and the data from the online purchasing study into a single analytical draft report in English.

The Table of Contents for the draft report must contain the sections shown below:

a) Executive Summary

b) Introduction
- Preface
- Research Objectives
- Methodology
- Scope
- Sample
- Sample Weighting
- Understanding This Report

c) Research Findings
- Part A - E-cigarette Sales-To-Minors at Retail Outlets
- Part B - E-cigarette Placement, Accessibility and Promotion at Retail
- Part C - E-cigarette online sales
- Part D – Other Emerging Issues (including incidents of retailers providing suggestions to youth test shoppers as to which brand or product to buy, etc.)

d) Conclusion

2.1.7.4 Data Specifications (Figures and Tables)

The Contractor will also provide to the Technical Authority with:
- Microdata for all data collected in either SPSS (Statistical Package for the Social Sciences), STATA or tab delimited format;
- A file in Excel format, of all figures and tables included in the final report;
- A separate MS Word file including all figures and tables with long descriptions for each as follows (Title of Figure - Description of data without using symbols). An example of this required format can be found in Appendix C. and
- A separate Word file containing the syntax used and output produced in doing the analysis.

Figures and tables must depict the percentage of retailers who were and were not willing to sell an electronic cigarette product to youth. There must also be figures and/or tables summarizing information collected on e-cigarette placement, accessibility and promotion, including the potential promotion of health claims at retail outlets along with information on other emerging issues including incidents of retailers providing unsolicited advice to youths as to which brand or product to buy. There must also be separate tables and/or figures illustrating the percentage of online sites that did or did not have restrictions of sales to minors.

The Contractor will submit the draft English report in MS Word, and all figures and tables along with a microdata set via an e-mail attachment, and 1 hard copy of the draft report to the Technical Authority for review and approval. The Contractor will allow a minimum of 10 business days for review of the draft report by the Technical Authority.

Deliverables: Draft English Report Including Figures, Tables and Data
Due: April 24, 2019

2.1.7.5 Final English Report

The Contractor will incorporate the feedback from the Technical Authority into the draft English report, and submit to the Technical Authority the Final Report (in English) in MS Word and Adobe Acrobat (PDF) format, as well as figures, tables (in MS Excel or other format) and final microdata via an e-mail attachment.

Deliverables: Final English Report Including Figures, Tables, syntax and results, and Microdata in SPSS, STATA or tab delimited format
Due: May 15, 2019

2.1.8 French Report

2.1.8.1 Draft French Report

The Contractor will translate the final English report and all figures and tables, including long descriptions as described in section 2.1.7.3, into French, assembled in the identical structure as the English report.

Deliverables: Draft French Report
Due: June 3, 2019

2.1.8.2 Final French Report

The Contractor will incorporate the feedback from the Technical Authority and submit to the Technical Authority in MS Word and Adobe Acrobat (PDF) format via an e-mail attachment, the final French report. The French figures and tables must be submitted to the Technical Authority in the format and manner described under the Final English report.

Deliverables: Final French Report Including Figures and Tables
Due Date: June 17, 2019

2.1.9 Other Conditions

Health Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

“The main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination” (Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts, exemption 6.4.1 - http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13697&section=text).

2.2. Specifications and Standards

Specifications for deliverables are provided in section 2.1.

2.3. Technical, Operational and Organizational Environment

The work will be completed in the field (at retail locations) across an estimated 20 cities in ten provinces. Data along with a final report will be compiled and delivered to the project authority in electronic format (i.e. Microsoft Word and SPSS and/or STATA format). The syntax and output files from the statistical analysis will be included with the data package from the Contractor.

This work will provide background information which willl help support tobacco policy and program direction with respect to e-cigarette products at retail. End users of this requirement include both internal and external stakeholders (e.g., provinces, non-governmental organizations, etc.).

Any personal information that is collected as part of the work (including personal information regarding employees or businesses being surveyed) is considered as Protected A/B and must be treated in this way by the Contractor.

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

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

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

2.4. Method and Source of Acceptance

All deliverables and services rendered under any contract are subject to inspection and approval by the HC Technical Authority. Should any deliverables not be to the satisfaction of the HC Technical Authority, as submitted, the HC Technical Authority shall have the right to reject it or require correction before payment will be authorized.

2.5. Reporting Requirements

In addition to the timely submission of all deliverables and the fulfilment of all obligations, it is the responsibility of the Contractor to facilitate and maintain regular communication with the Technical Authority. Communication is defined as all reasonable efforts to inform all parties of plans, decisions, proposed approaches, implementation and results of work, to ensure that the work is progressing well and in accordance with expectations.

Communication may include: phone calls, email, faxes, mailings and meetings. Also, the Contractor is to immediately notify the Technical Authority of any issues, problems, or areas of concern in relation to any work completed under this contract, as they arise.

The Contractor must submit one (1) electronic report to the Technical Authority (an email is acceptable format unless other wise requested by the Technical Authority) outlining the accomplishments for the given period, open issues and upcoming milestones on a monthly basis throughout the life of the project.

During the fieldwork component of the study, the Contractor must submit one (1) electronic report to the Technical Authority outlining the accomplishments for the given period, open issues and upcoming milestones on a weekly basis.

2.6. Project Management Control Procedures

The Health Canada Technical Authority will ensure the contract will be brought in on time, on budget and of an acceptable quality by regular communication with the Contractor as outlined in section 2.5 Reporting Requirements.

3. ADDITIONAL INFORMATION

3.1. Canada's Obligations

The Technical Authority will:

- Provide copies of documents from previous studies that might aid the contractor;
- Provide access to facilities and presentation equipment for Contractor when presenting to Health Canada staff;
- Ensure availability of staff with whom the contractor may need to consult;
- Provide feedback on the draft English and French reports Including figures and tables to the contractor within 10 business days of receipt; and
- Provide other assistance or support as needed based on an email request.

3.2. Contractor's Obligations

The Contractor will:

- Keep all documents and proprietary information confidential;
- Provide all services as outlined in this Statement of Work;
- Return all materials belonging to Health Canada upon completion of the contract;
- Delete all electronic forms of correspondence (e.g. emails, etc.) after final payment is received and prior to June 17, 2019 or as otherwise requested by the Technical Authority;
- Submit all written reports in hard copy and electronic format as specified in Section 2.1;
- Participate in teleconferences, as needed;
- Maintain security clearance with no conflict for the duration of the contract;
- Conduct and maintain all documentation in a secure area; and
- Attend meetings at Health Canada's site where and when required

3.3. Location of Work, Work site and Delivery Point

The work will be conducted at the Contractor's work location(s) as well as in retail outlets in the Canadian cities specified in the study.

Due to existing workload and deadlines, all personnel assigned to any contract resulting from this RFP must be ready to work in close and frequent contact with the Technical Authority and other departmental personnel.

3.4. Language of Work

In performing the work, the Contractor must be able work in either of Canada's official languages (English or French), as appropriate for the province or region in which the field work is being conducted.

Draft plans (i.e., Sampling Plan and Operational Plan) are to be submitted in English and draft and final reports are to be submitted in English and in French.

3.5. Special Requirements

The Contractor will ensure that Adult Observers and other members of the Observation teams who are supervising youth team members have provided the Contractor with documents to demonstrate proof of authorization to work with children or vulnerable populations, as stipulated in each jurisdiction of work.

3.6. Insurance Requirements

It is the sole responsibility of the Contractor to decide whether or not any insurance coverage is necessary for its own protection or to fulfil its obligations under the Contract, and to ensure compliance with required federal, provincial or municipal law. Any such insurance shall be provided and maintained by the Contractor at its own expense.

Any insurance secured is to the benefit and protection of the Contractor and shall not be deemed to release or diminish its liability in any manner including as may be referenced elsewhere by the provisions of this Contract.

3.7. Travel and Living

Travel may be required when meeting the Technical Authority, for training the observation teams and/or for data collection. Payment for travel and living expenses must be made in accordance to the terms of payment and the Treasury Board Travel Directive. Total travel costs for this project cannot exceed $20,000.00.

4. PROJECT SCHEDULE

4.1. Expected Start and Completion Dates

The services of the Contractor will be required for a period of approximately 6.5 months commencing on or about January 2, 2019. The expected completion date of this project is June 17, 2019.

4.2. Schedule and Estimated Level of Effort (Work Breakdown Structure)

See section 2.1 “Tasks, Activities, Deliverables and Milestones” for work breakdown structure.

Deliverable	**Item in SOW**	**Due Date**
Initial meeting with Technical Authority	2.1.1	January 2, 2019
Retail Universe and Online Universe database and study	2.1.2	January 15, 2019
Analyses of Retail Channels and Oral Presentation to HC with slide deck	2.1.3	January 15, 2019
Draft Sampling Plan	2.1.4.1	January 22, 2019

Draft Operational Plan	2.1.4.2	January 29, 2019
Final Sampling and Operational Plan	2.1.4.3	February 6, 2019
Retail Observation Teams in place	2.1.5.4	February 22, 2019
Data collection complete for Retail and Online studies	2.1.6	March 29, 2019
Draft English Report Including Figures, Tables and Data	2.1.7.3 2.1.7.4	April 24, 2019
Final English Report Including figures, tables, syntax and results, and Microdata in SPSS, STATA or tab delimited format	2.1.7.5	May 15, 2019
Draft French Report	2.1.8.1	June 3, 2019
Final French Report	2.1.8.2	June 17, 2019

5. REQUIRED RESOURCES OR TYPES OF ROLES TO BE PERFORMED

The Project Manager must have experience in conducting mystery shopping in retail establishments of a similar nature to the requirements outlined in this statement of work. The Project Manager must have completed at least two (2) projects of this nature within the past eight (8) years that are national in scope and involved a sample size of at least 4,000 or more retail outlets.

The Analyst(s) must have experience in running and reporting descriptive analyses and in creating weights for a dataset. The Analyst(s) must have performed these tasks at least twice (2 times) within the past two (2) years.

6. APPLICABLE DOCUMENTS AND GLOSSARY

6.1. Applicable Documents

Please see Appendix D, Retailers' Behaviour Towards Youth Access-to-Electronic Cigarettes and Promotion at Retail Operational Guidelines (2015), and refer to this as an example of what is expected from the Contractor as a deliverable when preparing the Operational Plan as outlined in section 2.1.

Please see Appendix E,Retailer Behaviour with Respect to Youth Access to Electronic Cigarettes and Promotion Final Report, February 2016 and refer to this as an example of what is expected from the Contractor as a deliverable when preparing the Operational Plan as outlined in Section 2.1.

Please see Appendix F and refer to this as an example of what is expected when preparing all figures and tables with long descriptions as outlined in section 2.1.7.

6.2. Relevant Terms, Acronyms and Glossaries

CSTADS	Canadian Student Tobacco, Alcohol and Drugs Survey
MRIA	Marketing Research and Intelligence Association
RFP	Request for Proposal
SOW	Statement of Work
SPSS	Statistical Package for the Social Sciences https://www.ibm.com/analytics/data-science/predictive-analytics/spss-statistical-software
STATA	Data Analysis and Statistical Software https://www.stata.com/

ANNEX "B"

BASIS OF PAYMENT

1. BASIS OF PAYMENT

1.1. Canada will pay the Contractor for the satisfactory performance of the agreed to services an amount not to exceed $ _____ inclusive of all expenses, customs and duties, and applicable taxes.

1.2. All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Canada. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

1.3. No increase in the total liability of Canada or in the price of Work resulting from any design changes, modifications or interpretations of specifications made by the Contractor will be authorized or paid to the Contractor unless such changes, modifications or interpretations have been approved in writing by the Contracting Authority prior to their incorporation into the Work. The Contractor is not obliged to perform any Work or provide any service that would cause the total liability of Canada to be exceeded without the prior written approval of the Contracting Authority. The Contractor will notify the Project Authority in writing as to the adequacy of this sum:

a. when it is seventy five percent (75%) committed, or
b. four (4) months prior to the Contract expiry date, or
c. if the Contractor considers the funds provided to be inadequate for the completion of the Work, whichever comes first.

In the event that the notification refers to inadequate funds, the Contractor will provide to the Project Authority, in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional fund does not increase the liability of Canada.

Please note deletion of 1.4. from the original RFP:

~~1.4. For each subcontracted service over $25,000 (taxes included) the Contractor will obtain competitive bids from no fewer than three outside suppliers. The Contractor must provide to the Contracting Authority and the Project Authority, the names of the suppliers who submitted bids, the total amount of each bid obtained, the selection criteria and results.~~

2. PRICE BREAKDOWN

2.1. MILESTONES

The schedule of milestones for which payments will be made in accordance with the Contract is as follows. These amounts do not include GST/HST.

No.	Schedule of Milestones	Item in SOW	Delivery date	Proposed All-inclusive Firm Price
1	Initial meeting with Technical Authority	2.1.1	January 2, 2019	$_____
2	Retail Universe and Online Universe database and study	2.1.2	January 15, 2019	$_____
3	Analyses of Retail Channels and Oral Presentation to HC with slide deck	2.1.3	January 15, 2019	$_____
4	Draft Sampling Plan	2.1.4.1	January 22, 2019	$_____
5	Draft Operational Plan	2.1.4.2	January 29, 2019	$_____
6	Final Sampling and Operational Plan	2.1.4.3	February 6, 2019	$_____
7	Retail Observation Teams in place	2.1.5.4	February 22, 2019	$_____
8	Data collection complete for Retail and Online studies	2.1.6	March 29, 2019	$_____
9	Draft English Report Including Figures, Tables and Data	2.1.7.3 2.1.7.4	April 24, 2019	$_____
10	Final English Report Including figures, tables, syntax and results, and Microdata in SPSS, STATA or tab delimited format	2.1.7.5	May 15, 2019	$_____
11	Draft French Report	2.1.8.1	June 3, 2019	$_____
12	Final French Report	2.1.8.2	June 17, 2019	$_____
			Subtotal (excluding GST/HST)	**$_____**

2.2. Travel and Living Expenses

Subject to the prior written authorization by Canada, travel and living expenses incurred in the performance of the Work will be reimbursed, with no allowance for overhead or profit, within the limits permitted by the current National Joint Council Travel Directive (see Appendix 1, Resulting Contract Clauses – Terms of Payment, clause TP4).

Canada will not pay the Contractor its fixed time rates for any time spent in "travel status" (e.g. time spent travelling by car or plane, or time spent travelling to and from the airport).

Estimate travel and living expenses (inclusive of GST/HST)
Estimate = $20,000.00

Destination	**Accommodation**	**Meals & Incidentals**	**Transportation**	**Total Estimated Travel Costs**
	$_____	$_____	$_____	$_____
	$_____	$_____	$_____	$_____
	$_____	$_____	$_____	$_____
	$_____	$_____	$_____	$_____
	$_____	$_____	$_____	$_____
	$_____	$_____	$_____	$_____
			Sub-Total (excluding taxes):	**$_____**

ANNEX “C” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

( ) VISA Acquisition Card;

( ) MasterCard Acquisition Card;

( ) Direct Deposit (Domestic and International);

( ) Electronic Data Interchange (EDI);

( ) Wire Transfer (International Only);

( ) Large Value Transfer System (LVTS) (Over $25M)

ANNEX "D"

Operational Guidelines (2015 Edition)

Please see "App D_EN_Operational Guidelines 2015 FINAL"

ANNEX “E”

Retailer Behaviour with Respect to Youth Access to Electronic Cigarettes and Promotion

Final Report

February 2016

Please see **“**App E_EN_e-Cigarettes Report – FINAL (February 2016)_eng**”**

ANNEX "F"

REFERENCE LINK

Please see the link below for guidelines on how to write alternative text for images included in the report: https://www.canada.ca/en/treasury-board-secretariat/services/government-communications/canada-content-style-guide.html#wp6-2

ANNEX “G”

Instructions to Bidders

Health Canada has highlighted the substantive changes made to the Request for Proposals (RFP) since the original RFP closed to assist bidders in preparing their proposals

Any bidder who submitted a proposal in response to the original solicitation who wishes to bid on this solicitation may: (1) submit an entirely new proposal, indicating that the new proposal supersedes the previous proposal; or (2) submit a letter to the Bid Receiving Unit on or before the bid closing date and time confirming that its previous proposal represents its response to this solicitation and, if applicable, any changes made in this revised version of the solicitation.

ANNEX "H"

Health Canada questions October 19, 2018

RFP # 1000202494

1. The 3 parts of the proposal listed in section 3.1 of the RFP (page 8) are different to the 3 parts described subsequently in that section (pages 8/9). Can Health Canada please confirm which 3 components are required?
   There are 3 components:
   1. The technical bid (as well as any certifications)
   2. The management bid (as well as any related certifications)
   3. The financial bid.

2. The Bid Preparation Instructions included in Part 3 of the RFP (Page 8) indicate detailed instructions should the proponent choose to submit hard copies, however implies there may be an electronic submission option. Can Health Canada please confirm whether electronic submission is also possible, and if so, whether there are any further instructions on formatting/submission/number of copies?
   Email bid submissions are permitted, however, if the email including attachments is larger than 20mb, please submit your bid in separate emails no greater than 20mb each to ensure server limitation is not exceeded.

3. Would Health Canada consider extending the schedule to conduct the fieldwork in the summer, as this would facilitate the recruitment in a time when minors are available? NO. The timelines are firm and the funding available for the fieldwork portion has been increased to reflect the effort needed.
   a. If not, would Health Canada consider a smaller sample across markets, given the reduced availability of minors in the winter months, school, homework, extra curricular activities; dark outside, winter weather conditions, etc.? NO

4. Is it necessary for the online research to be done by minors? Since the individual visiting the website is not visible to the online store, there is no visual confirmation whether they are over/under legal age. The online research can be done by individuals of any age.

5. Can Health Canada clarify whether vape stores or other e-cigarette-selling retailers that have age-restricted access will be included or excluded from the sample? Included. Would Health Canada consider utilizing 18 or 19 year-olds who look underage to verify if they are asked for ID for these locations? NO They could still claim to not have ID to see if they are permitted to continue their visit or are declined access and asked to leave.

6. Is Health Canada interested in comparing results from the 2019 study to the 2016 study (EG: conduct research in the same list of cities) or will consideration be given to expanding the sample to other urban and rural areas? The sampled cities do not need to be the same.

7. Throughout section 2 of the RFP starting on page 33, can Health Canada please confirm the specifics for how the Online Retailer portion of the research is expected to integrate into this phase of the project? The Online Retailer portion of the research is expected to be a stand alone component of the project with reporting in a separate section of the report.

8. Would Health Canada prefer the Online Retailer portion of the research be integrated into the reports for the in-store programs, or would a separated report series be required? Separate section of the report.

9. Is a word document version of the RFP available for filling out the Mandatory Requirements section? No