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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

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

1.2 Statement of Work

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

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days
Insert: 90 days

2.2 Submission of Bids

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

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

2.3 Former Public Servant

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

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;

- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section I: Technical Bid (one electronic copy by email);
- Section II: Financial Bid (one electronic copy by email);
- Section III: Certifications (one electronic copy by email).

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

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

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

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

Section I: Technical Bid

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

Section II: Financial Bid

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

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The bid must meet the mandatory criteria set out below. The Bidder must provide the necessary documentation to support compliance. Bids which fail to meet the mandatory criteria will be declared non-responsive. Mandatory criteria are evaluated on a simple pass or fail basis. This will be evaluated as either a “Yes” or a “No.”

ATTENTION BIDDERS:			
Write beside each of the criterion the relevant page number(s) from your bid which addresses the requirement identified in the criteria.			
#	Mandatory Technical Criteria	Met (Yes/No)	Cross-Reference to bid (<i>indicate page #</i>)
MT1	<p>The bidder must demonstrate, by providing detailed project summaries, that the proposed Project Lead has developed and conducted two (2) field research projects in the last ten (10) years, on the size and composition of the market for a commercial product consumed by the public available in a variety of different retail channels including a large online retailer and e-commerce presence. <u>The studies must have been for the Canadian market.</u></p> <p><u>PROJECT SUMMARIES MUST INCLUDE:</u></p> <ul style="list-style-type: none"> • the start and end dates; • a brief description of the scope and complexity of the project; • the roles and responsibilities of the proposed resource • the contact information for the client (name, email address and/or phone number) <p>Canada reserves the right to contact clients to validate experience.</p>		

<p>MT2</p>	<p>The bidder must demonstrate, by providing detailed project summaries, that the resource proposed as the Project Lead has developed and conducted two (2) field research projects in the last ten (10) years, on the supply chain for a commercial product consumed by the public. Supply chain would include foreign exporters and domestic importers of parts or whole goods, domestic distributors and domestic manufacturers. <u>The studies must have been for the Canadian market.</u> Project summaries submitted for MT1 may be re-submitted for MT2.</p> <p><u>PROJECT SUMMARIES MUST INCLUDE:</u></p> <ul style="list-style-type: none"> • the start and end dates; • a brief description of the scope and complexity of the project; • the roles and responsibilities of the proposed resource • the contact information for the client (name, email address and/or phone number) <p>Canada reserves the right to contact clients to validate experience.</p>		
<p>MT3</p>	<p>The bidder must demonstrate, by providing detailed project summaries, that any additional proposed resources (i.e. not the project lead) must have developed and conducted two field research projects in the last five years in one or more of the following areas:</p> <ol style="list-style-type: none"> 1. the size and composition of the market for a commercial product consumed by the public; and/or 2. the size and composition of the market for a commercial product consumed by the public within the Canadian market; and /or 3. the size and composition the market for a commercial product consumed by the public with a large online retailer and e-commerce presence. <p><u>PROJECT SUMMARIES MUST INCLUDE:</u></p> <ul style="list-style-type: none"> • the start and end dates; • a brief description of the scope and complexity of the project; • the roles and responsibilities of the proposed resource • the contact information for the client (name, email address and/or phone number) <p>Canada reserves the right to contact clients to validate experience.</p>		

<p>MT4</p>	<p>The Bidder must provide a detailed work plan that describes how it will achieve the objectives, scope and deliverables as laid out in the Statement of Work (SOW).</p> <p><u>THE WORK PLAN MUST ADDRESS:</u></p> <ul style="list-style-type: none"> a) the resources responsible for the completion of and the anticipated timelines for each of the Tasks, Activities, Deliverables and Milestones in Section 2.1 of the Statement of Work at Annex A; b) potential risks/ challenges and mitigation strategies for each; c) the proposed quality assurance (QA) strategy for ensuring quality work delivered on time. 		
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4.1.1.2 Point Rated Technical Criteria

#	Point-Rated Technical Criteria	Points allocated	Actual Score	Cross-Reference to bid (<i>indicate page #</i>)
<p>RT1</p>	<p>The bidder should demonstrate, by providing <u>additional</u> detailed project summaries, that the resource proposed as project lead has developed and conducted <u>in excess</u> of the two (2) field research projects in the last ten (10) years, on the size and composition of the market for a commercial product consumed by the public available in a variety of different retail channels including a large online retailer and e-commerce presence in the Canadian market as required in MT1.</p> <p><u>PROJECT SUMMARIES MUST INCLUDE:</u></p> <ul style="list-style-type: none"> • the start and end dates; • a brief description of the scope and complexity of the project; • the roles and responsibilities of the proposed resource • the contact information for the client (name, email address and/or phone number) <p>Canada reserves the right to contact clients to validate experience.</p> <p>POINTS ALLOCATION:</p> <p>1 point per additional compliant project up to a maximum of 5 points.</p>	<p>5</p>	<p>/5</p>	

<p>RT2</p>	<p>The bidder should demonstrate, by providing detailed project summaries, that the resource proposed as project lead has developed and conducted research projects in the last ten (10) years, on the size and composition of the market for a commercial product consumed by the public available in a variety of different retail channels including a large online retailer and e-commerce presence <u>in a market outside of Canada</u>.</p> <p>PROJECT SUMMARIES MUST INCLUDE:</p> <ul style="list-style-type: none"> • the start and end dates; • a brief description of the scope and complexity of the project; • the roles and responsibilities of the proposed resource • the contact information for the client (name, email address and/or phone number) <p>Canada reserves the right to contact clients to validate experience.</p> <p>POINTS ALLOCATION:</p> <p>1 point per compliant project up to a maximum of 5 points.</p>	<p>5</p>	<p>/5</p>	
<p>RT3</p>	<p>The bidder should demonstrate, by providing detailed project summaries, that the proposed project lead has experience conducting market research studies that involve establishing and conducting interviews of manufacturers, distributors, importers and foreign exporters of commercial products in the last five (5) years.</p> <p>PROJECT SUMMARIES MUST INCLUDE:</p> <ul style="list-style-type: none"> • the start and end dates; • a brief description of the scope and complexity of the project; • the roles and responsibilities of the proposed resource • the contact information for the client (name, email address and/or phone number) <p>Canada reserves the right to contact clients to validate experience.</p> <p>POINTS ALLOCATION:</p> <p>1 point per compliant project up to a maximum of 5 points.</p>	<p>5</p>	<p>/5</p>	

<p>RT4</p>	<p>The bidder should demonstrate, by providing <u>additional</u> detailed project summaries, that any additional proposed resources have experience within the last five (5) years undertaking fieldwork to estimate the size and composition of a commercial product consumed by the public <u>in excess</u> of the projects required for MT3.</p> <p><u>PROJECT SUMMARIES MUST INCLUDE:</u></p> <ul style="list-style-type: none"> • the start and end dates; • a brief description of the scope and complexity of the project; • the roles and responsibilities of the proposed resource • the contact information for the client (name, email address and/or phone number) <p>Canada reserves the right to contact clients to validate experience.</p> <p><u>POINTS ALLOCATION:</u></p> <p>1 point per additional compliant project up to a maximum of 4 points.</p>	<p>4</p>	<p>/4</p>	
<p>RT5</p>	<p>The bidder should demonstrate, by providing <u>additional</u> detailed project summaries, that any additional proposed resources have experience within the last five (5) years undertaking fieldwork in Canada to estimate the size and composition of a commercial product consumed by the public <u>in excess</u> of the projects required for MT3.</p> <p><u>PROJECT SUMMARIES MUST INCLUDE:</u></p> <ul style="list-style-type: none"> • the start and end dates; • a brief description of the scope and complexity of the project; • the roles and responsibilities of the proposed resource • the contact information for the client (name, email address and/or phone number) <p>Canada reserves the right to contact clients to validate experience.</p> <p><u>POINTS ALLOCATION:</u></p> <p>1 point per additional compliant project up to a maximum of 4 points</p>	<p>4</p>	<p>/4</p>	

<p>RT6</p>	<p>The bidder should demonstrate, by providing <u>additional</u> detailed project summaries, that any additional proposed resources have experience conducting field research on the size and composition the market for a commercial product consumed by the public with a large online retailer and e-commerce presence <u>in excess</u> of the projects required for MT3.</p> <p><u>PROJECT SUMMARIES MUST INCLUDE:</u></p> <ul style="list-style-type: none"> • the start and end dates; • a brief description of the scope and complexity of the project; • the roles and responsibilities of the proposed resource • the contact information for the client (name, email address and/or phone number) <p>Canada reserves the right to contact clients to validate experience.</p> <p><u>POINTS ALLOCATION:</u></p> <p>1 point per additional compliant project up to a maximum of 4 points</p>	<p>4</p>	<p>/4</p>	
<p>RT7</p>	<p>The overall quality of the bid will be evaluated as follows:</p> <p><u>EXCELLENT:</u> The proposal is clear and concise and fully addresses all of the criteria. It was grammatical and easy to follow and locate the desired information – 10 points</p> <p><u>SATISFACTORY:</u> The proposal is somewhat clear and mostly addresses the criteria. It was somewhat easy to follow and locate the desired information – 5 points</p> <p><u>POOR:</u> The proposal was difficult to follow and the criteria were not clearly addressed. There were some grammatical issues and it was not easy to locate the desired information – 0 points</p>	<p>10</p>	<p>/10</p>	
<p>MAXIMUM AVAILABLE POINTS: 37 MINIMUM REQUIRED POINTS: 22 (60%)</p>			<p>/37</p>	

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit (60%) and Price (40%)

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 22 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 37 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Status and Availability of Resources

[A3005T](#) (2010-08-16), Status and Availability of Resources

5.2.3 Education and Experience

[A3010T](#) (2010-08-16), Education and Experience

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

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

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

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

6.2 Statement of Work

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

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

6.3.1.1 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](#):

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

6.3.2 Supplemental General Conditions

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

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from September 2, 2019 to January 31, 2020 inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

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

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

6.5.2 Project Authority (to be identified at contract award)

The Project Authority for the Contract is:

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

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

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

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

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment – Firm Price – Services

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____. Customs duties are excluded and Applicable Taxes are extra.

6.7.2 Limitation of Price

[C6000C](#) (2017-08-17) Limitation of Price

6.7.3 Method of Payment – Single Payment

[H1000C](#) (2008-05-12), Single Payment

6.8 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract;
 - b. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
- a. The original and one (1) copy must be forwarded to hc.p2p.east.invoices-factures.est.sc@canada.ca for certification and payment.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

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

6.11 Priority of Documents

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

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

6.12 Insurance

[G1005C](#) (2016-01-28), Insurance – No Specific Requirement

ANNEX A - STATEMENT OF WORK

Study of the Market Size, Characteristics and Growth Trends of the Vaping Products Market in Canada

1. Scope

1.1. Introduction

Health Canada is seeking detailed information on the vaping products market in Canada. The objective of this requirement is to have a Contractor collect, analyze and provide data on the estimated market size, top brands, popular flavours and growth rates and other market-based characteristics of the products of this market within Canada as well as gathering information on retailers, manufacturers, distributors and importers.

1.2. Objectives of the Requirement

The completed project will provide Health Canada with a robust estimate of the vaping market in Canada. The contractor will be required to provide market data on vaping products being sold in large corporate retail chains, independent convenience, vape stores, online and any other venues as necessary. The study will assist Health Canada in understanding the vaping market in Canada in order to assist in fulfilling its mandate under the *Tobacco and Vaping Products Act (TVPA)*.

1.3. Background and Specific Scope of the Requirement

Various federal and provincial agencies regulate vaping products within Canada. In July 2018 the TVPA came into force giving a federal regulatory framework for the manufacturing and sale of vaping products within Canada.

Currently, at the federal level manufacturers / importers that wish to sell vaping products using a health claim or cessation claim not authorized under the TVPA require market authorization, as determined under the *Food and Drugs Act*, from Health Canada. All other other vaping products sold at retail fall under the general requirements of the TVPA. The contractor will be required to look at those vaping products authorized by the TVPA only. The retailers requiring analysis would include corporate chains, independent convenience stores, vape shops, other specialists shops with vaping products (e.g. vape and cannabis accessory stores, vape cafes etc.) and online retailers. The contractor will also be asked to provide an estimate of retailers operating in Canada.

Work will also include analysis of the supply chain of vaping products into and within the Canadian market. This includes establishing estimates of manufacturers of the various products and determination of the businesses sizes (small, medium, large businesses). Supply chain analysis will also include vaping substance ingredients and devices.

The products to be reported on include open advanced (tank-style systems) and closed advanced (pod systems) vaping devices, mods, tanks, cartridges, pods, cartomizers, clearomizers, atomizers, and containers of vaping liquid or any other vaping substance used as a carrier for nicotine, and other types of substances being vaped but not including cannabis or tobacco.

The contractor will also be asked to answer questions about various other attributes and characteristics of the Canadian vaping market. Such attributes include: most popular vaping flavours, trends in technology, packaging and labelling elements.

1.5 Key Assumptions

1. The market data should be well researched, triangulated and provide a reasonable estimate of the Canadian vaping market. The data should represent at a minimum a plausible estimate for all of 2019 (understanding that the study will be in the field during 2019). Ideally growth trends data should be for as long a historic period as possible (from 2011 onward, with a forecast of 5 years out – i.e. 2019-2024).

2. Requirements

2.1 Tasks, Activities, Deliverables and Milestones

The Contractor must undertake the following tasks and produce the identified deliverables within the stated completion timeframe:

Task	Deliverable	Task Completion
1. Finalize methodology and schedule for approval by Project Authority.	Methodology	Within 2 weeks of Contract Award
2. Analyze existing research provided by the Project Authority to determine field work sites, possible sources for information and background for the market research.	Research notes	Within 3 weeks of Contract Award
3. With the Project Authority's assistance identify possible Canadian-based online retailers for online market research .	Sites	Within 5 weeks of Contract Award
4. Conduct online research to produce an estimate of the bricks and mortar (actual physical presence) as well as online retailers currently dealing in the sale of vaping products to Canadian consumers. Conduct research to produce an estimate of the total number of products being sold, categorised by channel and product type as pre-determined in the S.O.W. and finalized methodology .	Market Research	Within 7 weeks of Contract Award
5. Conduct online research of a minimum of 15 online retailer sites. Research will focus on gathering data to support scope of the S.O.W. and the finalized methodology as well as other observable attributes of the online market.	Market Research	Within 8 weeks of Contract Award
6. Conduct field research including interviews with a minimum of 30 store owners, 20 others (distributed across the supply chain) who are involved with the supply chain as manufacturers, distributors, importers, company (brand) owners and, if possible foreign suppliers. Stores visited should give reasonable cross-section of the Canadian market. Conduct research at these brick and mortar outlets to identify and quantify the supply chains and distributors, importers and foreign suppliers of top brands. Identify the range of products sold	Fieldwork	Within 14 weeks of Contract Award

Task	Deliverable	Task Completion
<p>at the various sources as well as other attributes related to the S.O.W. and pre-determined methodology.</p> <p>Conduct in-store research to support methodology to determine size and composition of the vaping market.</p> <p>Markets measured should include online market as well as brick and mortar market including those stated in the scope of the SOW.</p>		
<p>7. Draft the Report, which at a minimum will include:</p> <ul style="list-style-type: none"> • Estimated size and composition of the Canadian market for vaping products and estimates of best selling brands (volume and value). Brands families should be listed along with best selling subcomponents brands <ul style="list-style-type: none"> • Subcomponents of the e-cig market (volume, value) categorized into predetermined vaping product categories • Liquid profiles – including breakdown of market share for pods and bottles, nicotine-free, nicotine – containing, salt-nicotine, nicotine strength and other substances being vaped (but not including tobacco or cannabis), Analysis on flavour profiles – most popular flavours, flavour name migration with introduction of new regulations regarding vaping flavours. • Markets measured should be split into retailer channel sub-groups; and • General sense of the market and trends based on interviews with key industry stakeholders (distributors, others in the supply chain, company executives, importers, foreign exporters). Market trends would include consumer preference for devices, flavours, nicotine strength, nicotine salts, technology, product attributes, vaping liquids for open advanced systems versus pods and 	<p>Synthesis, analysis and draft Report</p>	<p>Within 16 weeks of Contract Award</p>

Task	Deliverable	Task Completion
closed advanced systems as well as vaping liquid composition (e.g. propylene glycol versus glycerin, organic, etc. preferred source of origin. Trends would also include product innovation.		
8. Finalize the Report on findings to Health Canada	Final Report	Within 20 weeks of Contract award

2.2 Technical, Operational and Organizational Environment

The final report must be provided in MS Word with data collected from the field research in MS Excel spreadsheets. All deliverables will be in English only except the executive summary, which will be presented in both official languages.

2.3 Method and Source of Acceptance

All deliverables and services rendered under any Contract are subject to inspection by the Project Authority. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before payment will be authorized. The Project Authority will review submitted deliverables within 10 working days and request required changes/improvements from the Contractor, to be delivered within 5 working days.

2.4 Reporting Requirements

The Contractor will be required to submit a weekly email attaching a status report (MS Word) to the Health Canada Project Authority presenting accomplishments for given period, open issues and upcoming milestones.

2.5 Project Management Control Procedures

The Project Authority shall ensure the contract will be brought in on time, on budget and of an acceptable quality (i.e. submission of progress reports, option analysis, etc.). The Contractor may be asked to attend via conference call or videoconference. Progress Review Meetings as required, and identify issues that will have an impact on timeline, budget or quality. The Project Authority will:

- review progress reports and ensure that progress is being made. Review methodology to ensure that appropriate delivery targets will be met;
- work closely with the Contractor to refine the methodology based on the online research and the field work;
- be accessible to the Contractor to confront any situations that may impede progress or change budget and help to remedy as appropriate; and
- review initial drafts of deliverables to ensure that deliverables will be of an acceptable quality.

3 Additional Information

3.1 Canada's Obligations

Contractor will be able to access the authority listed in section 3.1 or his designates. The Contractor will be able to review any relevant existing public (non-classified) reports pertaining to the subject matter that do not contain proprietary information or are not subject to limitations from existing rules pertaining to sharing of intellectual property.

3.2 Contractor's Obligations

In addition to the obligations outlined in Section 2 of this Statement of Work, the Contractor shall use its own equipment and software for the performance of this Statement of Work.

3.3 Location of Work, Work site and Delivery Point

The work will be performed off-site at either the Contractor's site or the research sites as determined in the contractor's proposal. All personnel assigned to any contract resulting from this RFP must be ready to work in close and frequent contact with the Project Authority and other departmental personnel.

3.4 Language of Work

The language of the work and all deliverables must be in English.

4 Project Schedule

4.1 Expected Start and Completion Dates

The services of the Contractor will be required for a period of approximately 6 months commencing on or about September 1, 2019. The expected completion date of this project is February 1, 2020.

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

As identified in Article 2.1.

ANNEX B – BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____. Customs duties are excluded and Applicable Taxes are extra.

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

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