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 STATEMENT OF WORK 21

PART 1 - GENERAL INFORMATION

1.1 Statement of Work

The Work to be performed is detailed under Appendix "A" Statement of Work of the resulting contract clauses

1.2 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](#) (2020-05-28) 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 sami.nouh@hc-sc.gc.ca by the date, time and place indicated on page 1 of 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: 2019-01](#) 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.

2.4 Enquiries - Bid Solicitation

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

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

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Bid File
Section II: Financial Bid File
Section III: Certifications File
Section IV: Additional Information File

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 below

Milestone #	Milestone Description	Due Date	Payment %	Payment \$
1	Finalize methodology/schedule	April 8, 2022	30%	\$
2	Desk, Online & Remote Market Research Components	May 13, 2022		
3	Field Research Components	June 15, 2022	70%	\$
4	Draft Report	July 1, 2022		
5	Final Report	July 15, 2022		
			100%	\$

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 (indicate page #)
MT1	<p>Project Lead (senior) experience with developing and conducting field research to estimate the size and composition of the Canadian market for nicotine-based vaping products</p> <p>The proposed Project Lead for this requirement must have a minimum of three (3) projects in the last seven (7) years in which they had to develop and conduct field research on the size and composition of the market for nicotine-based vaping products available in a variety of different retail channels including a large online brick and mortar and e-commerce presence. All of the studies must have been for the Canadian market.</p> <p>Please provide either full reports or 2 page detailed summary of each project that you have cited above. Also include the name, title and email address of one reference for each project cited above.</p>		
MT2	<p>Project Lead (senior) experience with developing and conducting field research to detail the supply chain composition of the Canadian market for nicotine-based vaping products</p> <p>The resource proposed as the Project Lead for this</p>		

	<p>requirement must have a minimum of three (3) projects in the last seven (7) years in which they had to develop and conduct field research on the supply chain for nicotine-based vaping products. Supply chain would include foreign exporters and domestic importers of parts or whole goods, domestic distributors and domestic manufacturers. All the studies must have been for the Canadian market. Projects submitted for MT1 may be used for MT2 but please re-post them.</p> <p>Please provide either full reports or 2 page detailed summary of each project that you have cited above. Also include the name, title and email address of one reference for each project cited above</p>		
MT3	<p>1st Additional Resource (intermediate) experience with conducting field research to estimate the size and composition of the market for nicotine-based vaping products</p> <p>A minimum of one (1) of the proposed resources other than the Project Lead proposed by the Bidder to undertake the work must have a minimum of two (2) projects in the last seven (7) years in which they had to help develop and conduct field research on the size and composition of the market for nicotine-based vaping products.</p> <p>Please provide either full reports or 2 page detailed summary of each project that you have cited above. Also include the name, title and email address of one reference for each project cited above</p>		
MT4	<p>2nd Additional Resource (intermediate) experience conducting market studies of nicotine-based vaping products in Canada</p> <p>A second proposed resource other than the Project Lead proposed by the Bidder to undertake the work must have a minimum of two (2) projects in the last seven (7) years in which they had to help develop and conduct field research on the size and composition of the market for nicotine-based vaping products within the Canadian market.</p> <p>Please provide either full reports or 2 page detailed summary of each study that you have cited above. Also include the name, title and email address of one reference for each study cited above</p>		
MT5	<p>Additional Resource (junior) experience conducting market studies on nicotine-based vaping products in Canada with a large e-commerce presence</p>		

	<p>At least one of the proposed resources other than the Project Lead proposed by the bidder to undertake the work must have a minimum of two (2) projects in the last seven (7) years in which they had to help develop and conduct field research on the size and composition the market for nicotine-based vaping products with a large online retailer and e-commerce presence. Projects submitted for MT3 or MT4 may be submitted for MT5 but please re-post them.</p> <p>Please provide either full reports or 2 page detailed summary of each project that you have cited above. Also include the name, title and email address of one reference for each project cited above</p>		
<p>MT6</p>	<p>Approach and Methodology</p> <p>The Bidder must provide in their Technical Proposal an approach and methodology in sufficient detail to describe how it will achieve the objectives, scope and deliverables as laid out in the Statement of Work (SOW). It should include:</p> <ul style="list-style-type: none"> a) the General Approach which will be undertaken for the work; b) the Methodology that is proposed for the work and if it has been deployed before by the Bidder; c) the Work Plan and Project Schedule cross referenced against the tasks in the SOW; and d) the Performance and Quality Approach that will be undertaken. 		

4.1.1.2 Point Rated Technical Criteria

Bids which fail to obtain the required minimum number of points for each criteria below as specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

#	Point-Rated Technical Criteria	Points allocated	Minimum points required	Actual Score	Cross-Reference to bid (<i>indicate page #</i>)
RT1	<p>Project Lead (senior) experience with developing and conducting field research to estimate the size and composition of the Canadian market for nicotine-based vaping products</p> <p>The resource proposed as the Project Lead for this requirement should have experience in the last seven (7) years in which they had to develop and conduct field research on the size and composition of the Canadian market for nicotine-based vaping products.</p> <p><u>Scoring Grid</u> 2 (two) points for each project undertaken in the last seven (7) years. Maximum of eight (8) points overall.</p> <p>Please provide either full reports or 2 page detailed summary of each project that you have cited above. Also include the name, title and email address of one reference for each project cited above</p>	8	6		
RT2	<p>Project Lead (senior) experience with developing and conducting field research to detail the supply chain composition of the Canadian market for nicotine-based vaping products</p> <p>The proposed resource(s) should have experience conducting market research studies that involve establishing and conducting interviews of manufacturers, distributors, importers and foreign exporters of nicotine-based vaping products in the last seven (7) years.</p>	8	6		

	<p><u>Scoring Grid</u> Two (2) point for each study that involves interviews with manufacturers, distributors and importers market participants to a maximum of eight (8) points overall in the last seven (7) years.</p> <p>Please provide either full reports or 2 page detailed summary of each study that you have cited above. Also include the name, title and email address of one reference for each study cited above</p>	8			
RT3	<p>1st Additional Resource (intermediate) experience with conducting field research to estimate the size and composition of the market for nicotine-based vaping products</p> <p>The proposed resources must have experience undertaking fieldwork to estimate the size and composition of nicotine-based vaping products.</p> <p><u>Scoring Grid</u> Two (2) points for each study undertaken in the last seven (7) years. Maximum of six (6) points overall.</p> <p>Please provide either full reports or 2 page detailed summary of each study that you have cited above. Also include the name, title and email address of one reference for each study cited above</p>	6	4		
RT4	<p>2nd Additional Resource (intermediate) experience conducting market studies of nicotine-based vaping products in Canada</p> <p>The proposed resources must have experience undertaking fieldwork in Canada to estimate the size and composition of nicotine-based vaping products.</p>	6	4		

	<p><u>Scoring Grid</u> Two (2) points for each study undertaken in the last seven (7) years. Maximum of six (6) points overall.</p> <p>Please provide either full reports or 2 page detailed summary of each study that you have cited above. Also include the name, title and email address of one reference for each study cited above</p>	6			
RT5	<p>Additional Resource (junior) experience conducting market studies of nicotine-based vaping products with a large e-commerce presence</p> <p>At least one of the proposed resources must have a minimum of two (2) projects in the last seven (7) years in which they had to help develop and conduct field research on the size and composition the market for nicotine-based vaping products with a large online retailer and e-commerce presence.</p> <p><u>Scoring Grid</u> Two (2) points for each project undertaken in the last 7 (seven) years. Maximum of six (6) points overall. Projects submitted for MT3 or MT4 may be submitted for MT5 but please re-post them.</p> <p>Please provide either full reports or 2 page detailed summary of each project that you have cited above. Also include the name, title and email address of one reference for each project cited above</p>	6	4		
RT6	<p>Proposed Approach and Methodology</p> <p>The proposed Approach and Methodology should meet the objectives and tasks identified in the SOW.</p>	16	10		

<u>Scoring Grid</u>				
The Approach and Methodology will be assessed based upon the fulfillment of the four (4) following requirements. Each requirement will provide up two (2) points:				
<ul style="list-style-type: none"> - Two (2) points for Clarity (how clearly the plan demonstrates that it meets the requirement); - Two (2) points for Effectiveness (the ability of the plan to demonstrate that it meets the requirement). 				
i) It is robust enough to achieve the results.	4			
ii) Outlines the number of resources required for each task.	4			
iii) Includes measures to assure quality control	4			
iv) Clearly identifies the time required to accomplish each task	4			

4.1.2 Financial Evaluation

Bids must meet the mandatory financial criteria specified in the table inserted below.

Bids which fail to meet the mandatory financial criteria will be declared non-responsive.

Number	Mandatory Financial Criterion
MF1	The bidders financial bid must not exceed \$197,500 (before tax).

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit [70%] and Price [30%]

4.2.1.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all the mandatory evaluation criteria; and
- (c) obtain the required minimum number of points specified in Attachment 2 to Part 4 for the point rated technical criteria.

4.2.1.2 Bids not meeting 4.2.1.1 (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

4.2.1.3 The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i): $PS_i = LP / P_i \times 30$. P_i is the evaluated price (P) of each responsive bid (i).

4.2.1.4 A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): $TMS_i = OS_i \times 70$. OS_i is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 2 to Part 4, determined as follows: total number of points obtained / maximum number of points available.

4.2.1.5 The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: $CR_i = PS_i + TMS_i$.

4.2.1.6 The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid that obtained the highest overall score for all the point rated technical criteria detailed in Attachment 2 to Part 4 will be recommended for award of a contract.

4.2.1.7 The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Score for All the Point Rated Technical Criteria	OS1: 120/135	OS2: 98/135	OS3: 82/135
Bid Evaluated Price	P1: C\$60,000	P2: C\$55,000	LP and P3: C\$50,000
Calculations	Technical Merit Score (OS_i x 70)	Pricing Score (LP/P_i x 30)	Combined Rating
Bidder 1	120/135 x 70 = 62.22	50/60 x 30 = 25	87.22
Bidder 2	98/135 x 70 = 50.81	50/55 x 30 = 27.27	78.08
Bidder 3	82/135 x 70 = 42.52	50/50 x 30 = 30.00	72.52

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.

5.2 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 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](https://www.canada.ca/en/employment-social-development/canada-esdc-labour) 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.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Work to be performed is detailed under Appendix "A" Statement of Work of the resulting contract clauses

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](#) (2020-05-28), General Conditions - Professional Services (Medium Complexity) 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 date of Contract to July 15, 2022 inclusive

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sami Nouh
Title: Senior Contracting Officer
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Material and Assets Management Division
Address: 200 Eglantine
Telephone: 613-941-2102
E-mail address: sami.nouh@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 (will insert at contract award)

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.

6.5.3 Contractor's Representative (*will insert at contract award*)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
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

6.7.2 Limitation of Price

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

6.7.3 Milestone Payments - Not subject to holdback

Canada will make milestone payments in accordance with the Schedule of Milestones detailed below and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment using [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

Milestone #	Milestone Description	Due Date	Payment %
1	Finalize methodology/schedule	April 8, 2022	30%
2	Desk, Online & Remote Market Research Components	May 13, 2022	
3	Field Research Components	June 15, 2022	70%
4	Draft Report	July 1, 2022	
5	Final Report	July 15, 2022	
			100%

6.7.4 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);

6.8 Invoicing Instructions

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 copy of time sheets to support the time claimed;
- a copy of the release document and any other documents as specified in the Contract;

Invoices must be distributed as follows:

One (1) copy must be forwarded to the following email address(es) for certification and payment.
hc.p2p.east.invoices-factures.est.sc@canada.ca

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 general conditions [2010B](#) (2020-05-28), General Conditions - Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) the Contractor's bid dated _____

6.12 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A"

STATEMENT OF WORK

1. Title

Assessing the Market Size, Characteristics and Growth Trends of the Nicotine-based Vaping Products Market in Canada and the Provinces

2. Scope

2.1. Introduction

Health Canada is seeking detailed information on the nicotine-based vaping products market in Canada and the provinces. The objective of this requirement is to have a Contractor collect, analyze and provide data on the estimated market size, top brands, popular flavours, nicotine content, average prices, 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. The market analysis will also examine provincial markets including their overall market size and retail distribution of nicotine-based vaping products within those markets.

2.2. Objectives of the Requirement

The completed project will provide Health Canada with a robust estimate of the nicotine-based vaping market in Canada and the provinces. 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).

2.3. Background and Specific Scope of the Requirement

In May 2018 Parliament passed the TVPA establishing a federal regulatory framework for the manufacturing, labelling, promotion and sale of nicotine-based vaping products within Canada. Since then several provinces have enacted vaping regulations for products that fall under the TVPA.

The retailers requiring analysis would include corporate chains, independent convenience stores (including in gas stations), vape shops, other specialists shops with vaping products (e.g. vape and tobacco accessory stores, vape cafes etc.) and online retailers. The contractor will also be asked to provide an estimate of the number of retailers by category operating in Canada including an estimated breakdown by province. The contractor will also be required to estimate the best selling vaping brands and the distribution of flavoured-product sales in national and provincial markets.

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 (tank-style systems) and closed or refillable pod systems, vaping devices, vape pens, disposable vaping devices, cigalikes, mods, tanks, cartridges, pods, cartomizers, clearomizers, atomizers, and containers of vaping liquid or any other vaping substance used as a carrier for nicotine, including nicotine-free liquids and other types of substances being vaped but not including cannabis extracts 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, nicotine levels, trends in technology, packaging and labelling elements.

2.4 Key Assumptions

1. The market data should be well researched, triangulated and provide a reasonable estimate of the Canadian vaping market.
2. The data should represent at a minimum a plausible estimate for all of 2021 (understanding that the study will be in the field during 2022).
3. It is understood that researchers may have limited physical access to some facilities based on the current status of the Covid Pandemic. Best effort should be made to overcome these limitations while not putting any contractors or the general public in harm's way.
4. 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. 2022-2026).

3. Requirements

3.1. Tasks, Activities, Deliverables and Milestones

The Contractor must undertake the following tasks and produce the identified deliverables within the stated completion timeframe assuming a April 1, 2022 start date:

Task	Deliverable	Task Completion
1. Finalize methodology and schedule for approval by Project Authority.	Methodology	By April 8, 2022
2. Desk, Online and Remote Market Research: <ul style="list-style-type: none"> - With the Project Authority's assistance identify possible Canadian-based online retailers for online market research. - 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. Determine the overlap number for brick and mortar stores with an online retail presence (i.e. what % of online retailers also have a brick and mortar store). 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. Conduct research to determine an estimate of those business who are mixing their own vaping products in-house. Conduct research to determine an estimate of retailers who are selling their own brands that have been contracted out to other manufacturers. - Conduct online research of a minimum of 15 online retailer sites. When possible province-specific sites should be given priority. 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	By May 13, 2022
3. Conduct field research including interviews with a minimum of 80 store owners, 5 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. In addition	Fieldwork	By June 15, 2022

<p>conduct a minimum 30 store audits for products on the shelf. There should be at least 2 store audits per province in the methodology. Stores visited should give reasonable cross-section of the Canadian market and provincial markets.</p> <p>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 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>4. 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. Markets measured should be split into retailer channel sub-groups. • Estimated size of provincial markets as well as channel distribution and flavour characteristics of the market within those provinces. Provincial market analysis would include their total size, distribution, flavours, nicotine content and other characteristics. • 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 including most popular flavours. • Average prices of vaping products as well as detailed prices for audited products. • 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 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. 	<p>Synthesis, analysis and draft Report</p>	<p>By July 1, 2022</p>
<p>5. Finalize the Report on findings to Health Canada</p>	<p>Final Report</p>	<p>July 15, 2022</p>

Specifications and Standards

All data collection must comply with the Government of Canada privacy rules.

3.2. 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 data collected will be entered in individual lines. All deliverables will be in English.

3.3. 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.

3.4. 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.

3.5. 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.

4. Additional Information

4.1 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.

4.2 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.

4.3 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.

4.4 Language of Work

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

4.5 Travel and Living

No travel will be paid under this contract