

## RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Health Canada / Santé Canada

Attn: Sami Nouh

Email: sami.nouh@hc-sc.gc.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

<b>Title – Sujet</b> Study of the Market Size, Characteristics an					
Vaping Products Market in Canada and the Solicitation No. – N° de l'invitation	Provinces  Date				
Concitation No. – N de l'invitation	Date				
1000253085	October 13, 2023				
Solicitation Closes at – L'invitation	Time 7-10				
prend fin à 2:00 PM	Time Zone				
on / le - November 14, 2023	Fuseau horaire EDT				
	ner-Autre:				
Address Enquiries to: - Adresser toutes	questions à :				
Name: Sami Nouh Email: <a href="mailto:sami.nouh@hc-sc.gc.ca">sami.nouh@hc-sc.gc.ca</a>					
Email: <u>oami.noareno so.go.sa</u>					
Telephone – téléphone : 613-941-2074					
Destination – of Goods, Services, and Co					
Destination – des biens, services et cons See Herein – Voir ici	struction :				
Delivery required - Livraison exigée					
See Herein – Voir ici					
Vendor/firm Name and address					
Raison sociale et adresse du fournisseu	r/de l'entrepreneur				
Facsimile No. – N° de télécopieur :					
Telephone No. – N° de téléphone :					
Name and title of person authorized to s					
Nom et titre de la personne autorisée à s fournisseur/de l'entrepreneur	agner au nom du				
(type or print)/ (taper ou écrire en caractères d'imprimerie)					
Signature	Date				
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# **PART 1 - GENERAL INFORMATION**

# 1.1 Security Requirements

- a) Before award of a contract, the following conditions must be met:
  - i. the Bidder must hold a valid organization security clearance as indicated in Part 6 -Resulting Contract Clauses;
- b) Before access to sensitive information is provided to the Bidder, the following conditions must be met:
  - ii. the Bidder's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 -Resulting Contract Clauses;
  - iii. the Bidder's security capabilities must be met as indicated in Part 6 Resulting Contract Clauses.
- c) For additional information on security requirements, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (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 Appendix "A" Statement of Work of the resulting contract clauses

# 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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 <u>2003</u> (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of <u>2003</u>, 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 <a href="mailto:sami.nouh@hc-sc.gc.ca">sami.nouh@hc-sc.gc.ca</a> 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 <u>Financial Administration Act</u>, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

# Former Public Servant in Receipt of a Pension

As per the above definitions, is the 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 <a href="Contracting Policy Notice: 2019-01">Contracting Policy Notice: 2019-01</a> 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;
- 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 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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" 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**

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 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 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

# **Initial Contract Period**

<u>Note:</u> Refer to clause 3.1 Tasks, Activities, Deliverables and Milestones of the statement of work for more details.

Milestone Payment	Key Deliverables	Due Date (from contract award)	Payment (%)	Payment (\$)
1	Methodology	2 weeks		\$
2	Research Notes	3 weeks		\$
3	Sites	5 weeks	30%	\$
4	Market Research (a)	7 weeks		\$
5	Market Research (b)	8 weeks		\$
6	Fieldwork	14 weeks		\$
7	Synthesis, analysis and draft Report	16 weeks	70%	\$
8	Final Report	20 weeks		\$
		Total	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

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."

#### Substantiation

Bidders must provide substantiation of meeting the requirements of the Point Rated criteria. The "substantiation" provided by the Bidder must provide sufficient information to substantiate, to the satisfaction of the evaluators, that the services or experience being proposed meet the requirement. Bidders are advised that providing substantiations without providing any supporting data to describe responsibilities, duties, and relevance to the requirements will not be considered "substantiated" for the purpose of this evaluation. The Bidder should provide complete project details as to where, when (month and year) and

#### Validation

Any or all references may be contacted to validate the substantiation.



# 4.1.1.1 Mandatory Technical Criteria

The bidder must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

#### Instruction to bidders:

Write beside each of the criterion the relevant page number(s) from your bid that addresses the requirement identified for that criterion.

#	Mandatory Criteria	Page #
M1	The proposed team lead must have experience with developing and conducting field research to estimate the size and composition of the Canadian market for nicotine-based vaping products	
	The proposed team lead 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 vape shops, convenience and gas and online stores/e-commerce. All of the studies must have been for the Canadian market.	
	Please provide either full reports or 2 page detailed summary of <u>each</u> project that you have cited above. Also include the name, title and email address of one reference for each project cited above.	
<b>M</b> 2	The proposed team lead must have experience with developing and conducting field research to detail the supply chain composition of the Canadian market for nicotine-based vaping products  The proposed team lead 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.  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	

#	Mandatory Criteria	Page #
М3	Each proposed team member must have experience with conducting field	
	research to estimate the size and composition of the market for nicotine-based	
	vaping products	
	Each proposed team member 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.	
	Please provide either full reports or 2 page detailed summary of <u>each</u> project that you	
	have cited above.	
	Also include the name, title and email address of one reference for each project cited	
	above	
M4	One team member must have experience conducting market studies on	
	nicotine-based vaping products in Canada with an e-commerce presence	
	mooning bassa raping products in canada min an o commerce processes	
	The vendor 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 an I online retailer and	
	e-commerce presence. Projects submitted for MT3 or MT4 may be submitted for MT5	
	but please re-post them.	
	Please provide either full reports or 2 page detailed summary of <b>each</b> project that you	
	have cited above.	
	Also include the name, title and email address of one reference for each project cited	
	above	
M5	Approach and Methodology	
14.0	Approach and methodology	
	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:	
	(11)	
	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	
	The Performance and Quality Approach that will be undertaken.	
150	The Piller was the control in the tool of the second of th	
M6	The Bidder must demonstrate in the technical proposal that they have access to a market research database that contains data on nicotine vaping products including	
	volume and value sizes, company and brand market shares, as well as forecasts of	
	market trends and market growth. Bidder provide the name of the database, as well as	
	documentation showing use and scope of the database in a previous project	

# 4.1.1.1 POINT-RATED REQUIREMENTS

A proposal with a score less than the specified minimum for technical compliance for any one criterion will be considered non responsive, and eliminated from the competition. To be considered responsive, a bid must obtain the required minimum points for each criterion which are subject to point rating.

#	Point-Rated Criteria	Max Points	Referenc e page #
R1	The bidder has experience with developing and conducting field research to estimate the size and composition of the Canadian market for nicotine-based vaping products  The bidder should have experience in the last ten (10) 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.  Scoring Grid  2 (two) points for each project undertaken in the last ten (10) years. Must not contain projects listed in MT1. Maximum of eight (8) points overall.	8	
	Please provide either full reports or 2 page detailed summary of <a href="mailto:each">each</a> project that you have cited above.  Also include the name, title and email address of one reference for each project cited above		
R2	The bidder experience with developing and conducting field research to detail the supply chain composition of the Canadian market for nicotine-based vaping products  The bidder 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 ten (10) years.  Scoring Grid  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 ten (10) years.  Must not contain projects listed in MT2  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	8	

R 3	The bidder has experience conducting market studies of nicotine-based vaping products with an e-commerce presence  At least one of the proposed resources must have developed and conduct field research on the size and composition the market for nicotine-based vaping products with an online retailer and e-commerce presence.  Scoring Grid Two (2) points for each project undertaken in the last ten (10) years. Maximum of six (6) points overall. Projects submitted for RT1 or RT2 may be submitted for RT3 but please re-post them. Must not contain projects listed in MT3  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	6	
R 4	for each project cited above  Total years of experience of team members' in researching market data, and conducting field research on vaping markets.		
	Must be demonstrated by providing list of projects by team member. The list must have the project objective, client, team members' role, and dates the team member was involved in the project.	10	
	Scoring Grid  - 5+ to 10 years = 2 points - 10+ to 15 years = 4 points - 15+ to 20 years = 6 points - 20+ to 25 years = 8 points - 25+ = 10 points		
R 5	Approach and Methodology		
	The Bidder's proposal should identify the methodological approach to complete all aspects of the project, including a description of the data collection methods to be used and the advantages/limitations of each of these methods.  RATING SCALE:  • 3 points – some data collection methods are identified and they may or may not contain a description of each method and may or may not contain advantages/limitations of each of these methods;	9	

	Total Points	41	
•	9 points – all data collection methods to be used are identified with a description of each method and the advantages/limitations of each of these methods		
•	6 points – all data collection methods are identified without either a description of each method or the advantages/limitations of each of these methods;		

#### 4.2 Basis of Selection

### 4.2.1 Basis of Selection – Highest Combined Rating or Technical Merit (70%) and Price (30%)

- 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. meet all financial criteria
  - d. obtain the required minimum for each technical evaluation criteria which are subject to point rating.
- 2. Bids not meeting (a) or (b) or (c) or (d) 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 70% for the technical merit and 30% 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 70%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 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 70/30 ratio of technical merit and price, respectively. The total available points equals 28 and the lowest evaluated price is \$60,000 (60).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		26/28	24/28	22/28
Bid Evaluated	l Price	\$70,000.00	\$65,000.00	\$60,000.00
Calculations	Technical Merit	26/28 x 70 = 65	24/28 x 70 = 60	22/28 x 70 = 55
	Score			
	Pricing Score	60/70 x 30 = 25.71	60/65 x 30 = 27.69	60/60 x 30 = 30
Combined Rating		90.71	87.69	85
Overall Rating		1st	2nd	3rd



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

#### **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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

<u>2010B</u> (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 March 31, 2024.

### 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@hc-sc.gc.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

The Pro	ject Authority for the Contract is (will input at contract award):
Title: Organiz	eation: S:
Telepho E-mail a	one:address:
carried Work ur Project	oject Authority is the representative of the department or agency for whom the Work is being out under the Contract and is responsible for all matters concerning the technical content of the nder the Contract. Technical matters may be discussed with the Project Authority; however, the Authority has no authority to authorize changes to the scope of the Work. Changes to the scope Vork can only be made through a contract amendment issued by the Contracting Authority.
6.5.3	Contractor's Representative (will input at contract award):
Title: Organiz Address	cation:
racsimi	one: le: address:
6.6	Proactive Disclosure of Contracts with Former Public Servants
Service reported	iding information on its status, with respect to being a former public servant in receipt of a <u>Public Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be d on departmental websites as part of the published proactive disclosure reports, in accordance <u>ntracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.
6.7	Payment
6.7.1	Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)
Contrac	deration of the Contractor satisfactorily completing all of its obligations under the Contract, the etor will be paid a firm price, as specified in the contract for a cost of \$ (insert the at contract award). Customs duties are included and Applicable Taxes are extra.
	will not pay the Contractor for any design changes, modifications or interpretations of the Work, they have been approved, in writing, by the Contracting Authority before their incorporation into k.
6.7.2	Limitation of Price

SACC Manual clause <a href="Mailto:C6000C">C6000C</a> (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:

- an accurate and complete claim for payment using <u>PWGSC-TPSGC 1111</u>, 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 <a href="PWGSC-TPSGC 1111">PWGSC-TPSGC 1111</a> 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.

# **Initial Contract Period**

<u>Note:</u> Refer to clause 3.1 Tasks, Activities, Deliverables and Milestones of the statement of work for more details.

Milestone Payment	Key Deliverables	Due Date (from contract award)	Payment (%)	Payment (\$)
1	Methodology	2 weeks		\$
2	Research Notes	3 weeks		\$
3	Sites	5 weeks	30%	\$
4	Market Research (a)	7 weeks		\$
5	Market Research (b)	8 weeks		\$
6	Fieldwork	14 weeks		\$
7	Synthesis, analysis and draft Report	16 weeks	70%	\$
8	Final Report	20 weeks		\$
		Total	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. p2p.invoices-factures@hc-sc.gc.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 <u>2010B</u> (2020-05-28), General Conditions Professional Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Security Requirements Check List; and
- (e) 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

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

# 2. Scope

#### 2.1 Introduction

Health Canada is seeking detailed information on the 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 contractor would also be required to describe how legislative interventions around vaping brought in by certain provinces have impacted their respective markets. Market impacts would include overall market size pre and post regulations and taxation changes as well as changes in retail distribution of vaping products within those markets. Please see Annex A for a summary of provincial interventions around vaping products.

### 2.2 Objectives of the Requirement

The completed project will provide Health Canada with a robust estimate of the 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 fulfiling its mandate under the *Tobacco and Vaping Products Act* (TVPA).

# 2.3 Background and Specific Scope of the Requirement

Various federal and provincial agencies regulate vaping products within Canada. In May 2018 Parliament passed the TVPA establishing a federal regulatory framework for the manufacturing, labelling, promotion and sale of vaping products within Canada. Since then several provinces have enacted vaping regulations for products that fall under the TVPA. Many of those regulations deal with flavours restrictions and nicotine concentration caps as well as taxation and therefore have a direct influence on the existing market. A summary of the various provincial measures that have been enacted is attached as an annex.

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 cannabis 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.

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

- a) The market data should be well researched, triangulated and provide a reasonable estimate of the Canadian vaping market.
- b) The data should represent at a minimum a plausible estimate for all of 2023 (understanding that the study will be in the field during 2023).
- c) It is understood that researchers may have limited physical access to some facilities based on the current status of the Covid Pandmemic. Best effort should be made to overcome these limitations while not putting any contractors or the general public in harm's way.
- d) 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. 2023-2028).

## 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:

Task	Deliverable	Task Completion
Finalize methodology and schedule for approval by Project Authority.	Methodology	Within 2 weeks of Contract Award
<ol> <li>Analyze existing research provided by the Project Authority to determine field work sites, possible sources for information and background for the market research.</li> </ol>	Research notes	Within 3 weeks of Contract Award
With the Project Authority's assistance identify possible Canadian-based online retailers for online market research .	Sites	Within 5 weeks of Contrct Award
3. 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	Market Research (a)	Within 7 weeks of Contract Award

	Task	Deliverable	Task Completion				
	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.						
4.	Conduct online research of a minimum of 25 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 (b)	Within 8 weeks of Contract Award				
5.	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 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. 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 predertermined methodology.  Conduct in-store research to support methodology to determine size and composition of the vaping market.  Markets measured should include online market as well as brick and mortar market including those stated in the scope of the SOW.		Within 14 weeks of Contract Award				
6.	Draft the Report, which at a minimum will include:	Synthesis, analysis and draft Report	Within 16 weeks of Contract Award				
	<ul> <li>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</li> </ul>						

Task	Deliverable	Task Completion
measured should be split into retailer channel sub-groups.  Estimated size of provincial markets as well as channel distribution of the market within those provinces. Analysis of the market impacts of various provincial regulations (impact on size, channel distribution, flavours, nicotine content etc.)  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.  Assessment of how provincial regulations and tax changes around	Deliverable	Task Completion
vaping products has effected the market.  8. Finalize the Report on findings to Health	Final Report	Within 20 weeks of
Canada	- 	Contract award

# 3.2 Specifications and Standards

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

#### 3.3 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.

## 3.4 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.

#### 3.5 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.

# 3.6 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 of living costs associate with this project.

Contract Number / Numéro du contrat

# ANNEX "B"

# **SECURITY REQUIREMENTS CHECK LIST**

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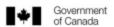


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PART D - AUTHORIZATION / PART	IE D • AUTORISATIO	N								
13. Organization Project Authority / C										
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613-324-4034			suneil.malik@hc-sc.gc.ca		September 26, 2023					
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