



Procurement and Contracting Services

30 Victoria Street

Gatineau, Quebec K1A 0M6

proposition-proposal@elections.ca

REQUEST FOR PROPOSAL

The bidder, as identified below, offers to sell to the Chief Electoral Officer of Canada, or any person authorized to act on his/her behalf, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the prices set out therefore.

Office of the Chief Electoral Officer File No.

ECGP-RFP-18-0735

Title:

2019 National Electors Study

Date:

February 18, 2019

Request for Proposal Closing Date:

March 15th, 2019 at 2:00PM (Gatineau time)

ENQUIRIES – address enquiries to:

Office of the Chief Electoral Officer of Canada

Procurement and Contracting Services

30 Victoria Street

Gatineau QC K1A 0M6

proposition-proposal@elections.ca

Attention:

Ghislaine Parent

Tel No.

819-939-2489

RETURN PROPOSALS TO:

Elections Canada Proposal Receiving Unit

c/o Business Centre

30 Victoria Street

Gatineau QC K1A 0M6

**PROPOSALS TRANSMITTED BY FACSIMILE OR
ELECTRONIC MAIL TO ELECTIONS CANADA WILL NOT BE
ACCEPTED**

Bidder's Name:

Address:

Tel No.:

E-mail:

IN WITNESS WHEREOF, the proposal in response to this Request for Proposal has been duly executed on behalf of the bidder by the hands of its officer duly authorized in that behalf

signature of authorized signatory

print name of authorized signatory

print title of authorized signatory

Date: _____

This Request for Proposal (“RFP”) contains the following documents:

Part 1 – General Information

Part 2 – Bidder Instructions

Part 3 – Proposal Preparation Instructions

Part 4 – Evaluation Procedures and Basis of Selection

Part 5 – Security, Financial and Other Requirements

Part 6 – Resulting Contract

Annex A – Statement of Work

Annex B – Basis of Payment

Annex C – General Conditions – Services

Annex D – Supplemental Conditions – Personal Information

Annex E – Supplemental Conditions – EC to Own IP Rights

Annex F – Security Requirements Check List

Annex G – Certificate of Destruction

Annex H – Fair Price Certification (if applicable)

Part 7 – Technical Evaluation Criteria

Template A - Project Description Template

Part 8 – Financial Evaluation Criteria

Financial Proposal Table Template

Part 9 – Certificates

Request for Proposal

ECGP-RFP-18-0735

Part 1. General Information

1.1 Code of Conduct for Procurement

1.1.1 To comply with the Code of Conduct for Procurement, the bidder must respond to RFPs in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the RFP, which includes the resulting Contract, and submit proposals and enter into contracts only if they will fulfill all obligations of those contracts.

1.1.2 Bidders acknowledge that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be awarded a contract. Elections Canada will declare non-responsive any proposal in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certificates contemplated in this Section 1.1 is found to be untrue, in any respect, by Elections Canada. If it is determined, after Contract award, that the bidder made a false declaration or certification, Elections Canada will have the right to terminate for default the resulting Contract. The bidder and any of the bidder's Affiliates will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this solicitation. Elections Canada may verify the information provided by the bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.

1.1.3 By submitting a proposal, the bidder certifies that no one convicted under any of the provisions under Paragraphs 1.1.3(a) or (b) is to receive any benefit under a contract arising from this solicitation. In addition, the bidder certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the bidder nor any of the bidder's Affiliates has ever been convicted of an offence under any of the following provisions:

(a) Criminal Code of Canada, R.S.C. 1985, c. C-46:

- i. section 121 (Frauds on the government and contractor subscribing to election fund);
- ii. section 124 (Selling or Purchasing Office);
- iii. section 380 (Fraud committed against Her Majesty);
- iv. section 418 (Selling defective stores to Her Majesty);
- v. section 462.31 (Laundering proceeds of crime);
- vi. section 467.11 to 467.13 (Participation in activities of criminal organization);

- (b) Financial Administration Act, R.S.C. 1985, c. F-11:
 - i. paragraph 80(1)(d) (False entry, certificate or return);
 - ii. subsection 80(2) (Fraud against Her Majesty);
 - iii. section 154.01 (Fraud against Her Majesty);

- (c) Competition Act, R.S.C. 1985, c. C-34:
 - i. section 45 (Conspiracies, agreements or arrangements between competitors);
 - ii. section 46 (Foreign directives);
 - iii. section 47 (Bid Rigging);
 - iv. section 49 (Agreements or arrangements of federal financial institutions);
 - v. section 52 (False or misleading representation);
 - vi. section 53 (Deceptive notice of winning a prize);

- (d) Income Tax Act, R.S.C. 1985, c-1:
 - i. section 239 (False or deceptive statements);

- (e) Excise Tax Act, R.S.C. 1985, c. E-15:
 - i. section 327 (False or deceptive statements);

- (f) Corruption of Foreign Public Officials Act, S.C. 1998, c-34:
 - i. section 3 (Bribing a foreign public official);

- (g) Controlled Drugs and Substance Act, S.C. 1996, c-19:
 - i. section 5 (Trafficking in substance);
 - ii. section 6 (Importing and exporting);
 - iii. section 7 (Production of substance).

1.1.4 In circumstances where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, the bidder must provide with its proposal a certified copy of confirming documentation from an official source. If such documentation has not been received by the time the evaluation of proposals is completed, Elections Canada will inform the bidder of a time frame within which to provide the documentation. Failure to comply will render the proposal non-responsive.

1.1.5 Bidders understand that Elections Canada may contract outside of the present solicitation process with a supplier who has been convicted of an offence enumerated under Paragraphs 1.1.3 (c) to (g), or with an Affiliate who has been convicted of an offence enumerated under Paragraphs 1.1.3 (c) to (g), when required to do so by law or legal proceedings, or when Elections Canada considers it necessary to the public interest for reasons which include, but are not limited to:

- (a) only one person is capable of performing the Contract;

- (b) emergency;
- (c) national security;
- (d) health and safety; or
- (e) economic harm.

Elections Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

- 1.1.6 By submitting a proposal, the bidder certifies that neither the bidder nor any of the bidder's Affiliates have directly or indirectly paid or agreed to pay, and will not directly or indirectly pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the [Lobbying Act](#).
- 1.1.7 For the purposes of this RFP, an Affiliate means a business concern, organization or individual that, directly or indirectly, 1) either one controls or has the power to control the other, or 2) a third party has the power to control both. Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the charges or convictions contemplated in this Section which has the same or similar management, ownership, or principal employees as the bidder that is charged or convicted, as the case may be.
- 1.1.8 The bidder acknowledges and agrees that the certifications contemplated must remain valid during the period of the Contract arising from this RFP.

1.2 Definitions

Unless the context requires otherwise, the capitalized terms used in this RFP shall have the definitions assigned to them in the Contract.

1.3 Summary

The Chief Electoral Officer of Canada ("CEOC"), an agent of Parliament, exercises general direction and supervision over the conduct of elections and referendums at the federal level. The CEOC heads the Office of the Chief Electoral Officer which is commonly known as Elections Canada.

1.3.1 Requirement

EC requires the professional services of a public opinion research supplier to conduct its 2019 National Electors Study (NES 2019), which consists of two components: 1) a national longitudinal survey of electors (SOE), and 2) a series of post-election focus groups.

This SOW takes into account that the date of the 43rd Canadian federal election (GE43) is fixed for October 21, 2019; however, the Contractor should be aware that an election may be called on any earlier date. If this were to be the case, EC would work with the Bidder to adjust the timeframe and achieve the objectives of the project.

1.3.2 Period of the Contract

The Contract will be from the Effective Date of the Contract to August 30th, 2020.

1.3.3 Security Requirement

There is a security requirement associated with the requirement. For additional information, consult Part 5 – Security, Financial and other Requirements, and Part 6 – Resulting Contract.

1.3.4 Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement.

1.4 **Communications Notification**

As a courtesy, Elections Canada requests that the successful bidder notify the Contracting Authority in advance of its intention to make public announcements related to the award of a contract.

1.5 **Debriefings**

Once the successful bidder has been announced, bidders may request a debriefing on the results of the RFP process. Bidders should make the request to the Contracting Authority within 15 Business Days of receipt of the results of the RFP process. The debriefing may be in writing, by telephone or in person.

Part 2. Bidders Instructions

2.1 Instructions and Conditions

Bidders who submit a proposal agree to be bound by the terms and conditions of this RFP and accept the clauses and conditions of the resulting Contract attached as Part 6 to this RFP.

2.2 Procurement Business Number

Canadian suppliers are required to have a Procurement Business Number (PBN) before the Effective Date of the Contract. Suppliers may register for a PBN in the [Supplier Registration Information system, on the buyandsell.gc.ca](#) Web site. For non-Internet registration, suppliers may contact the Info Line at 1-800-811-1148 to obtain the telephone number of the nearest [Supplier Registration Agent](#).

2.3 Definition of Bidder

For the purposes of this RFP, “bidder” means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other Affiliates of the bidder, or its subcontractors.

2.4 Submission of Proposals

2.4.1 Elections Canada requires that the bidder or the authorized representative of the bidder complete and sign the first page of the RFP and submit such page with its proposal at the RFP closing date and time. If a proposal is submitted by a joint venture, it must be in accordance with Section 2.17. If the first page of the RFP is not provided with the bidder’s proposal; the Contracting Authority will request it and the bidder must provide it within the delay prescribed in such request.

2.4.2 It is the bidder’s responsibility to:

- (a) obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
- (b) prepare its proposal in accordance with the instructions contained in the RFP;
- (c) submit a complete proposal by the RFP closing date and time;
- (d) send its proposal only to Elections Canada Proposal Receiving Unit specified on page 1 of this RFP (“Proposal Receiving Unit”). The Proposal Receiving Unit is open from 8:00 a.m. to 4:00 p.m. Monday to Friday and closed on all statutory holidays;
- (e) ensure that the bidder’s name and return address, the RFP number, and the RFP closing date and time are clearly visible on the envelope or the parcel(s) containing the proposal; and,
- (f) provide a comprehensible and sufficiently detailed proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.

- 2.4.3 If Elections Canada has provided bidders with multiple formats of a document that forms part of the RFP (for example, a document may be downloaded through the Government Electronic Tendering Service (GETS) but may also be made available on an alternate format), the format downloaded through GETS will take precedence. If Elections Canada posts an amendment to the RFP revising any documents provided to bidders in multiple formats, Elections Canada will not necessarily update all formats to reflect these revisions. It is the bidder's responsibility to ensure that revisions made through any RFP amendment issued through GETS are taken into account in those alternate formats that were not revised as a result of an amendment.
- 2.4.4 Proposals will remain open for acceptance for a period of not less than 90 Business Days from the RFP closing date. Elections Canada reserves the right to seek an extension of the proposal validity period from all responsive bidders in writing, within a minimum of three Business Days before the end of the proposal validity period. If the extension is accepted by all responsive bidders, Elections Canada will continue with the evaluation of the proposals. If the extension is not accepted by all responsive bidders, Elections Canada will, at its sole discretion, either continue with the evaluation of the proposals of those who have accepted the extension or cancel the RFP.
- 2.4.5 Proposal documents and supporting information may be submitted in either English or French.
- 2.4.6 Proposals received on or before the stipulated RFP closing date and time will become the property of Elections Canada and will not be returned. All proposals will be treated as confidential, subject to the provisions of the [Access to Information Act, R.S. 1985](#), c. A-1 and the [Privacy Act, R.S. 1985, c. P-21](#).
- 2.4.7 Unless specified otherwise in the RFP, Elections Canada will evaluate only the documentation provided with a bidder's proposal. Elections Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.
- 2.4.8 A proposal cannot be assigned or transferred in whole or in part.

2.5 Transmission by Facsimile and Email

- 2.5.1 Proposals transmitted by facsimile or electronic mail to Elections Canada will not be accepted.

2.6 Late Proposals

- 2.6.1 Elections Canada will return proposals delivered after the stipulated RFP closing date and time, unless they qualify as a delayed proposal as described in Section 2.7.

2.7 Delayed Proposals

2.7.1 A proposal delivered to the Proposal Receiving Unit after the RFP closing date and time but before the announcement of the successful bidder or before a contract is entered into may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed proposals. The only pieces of evidence relating to a delay in the CPC system that are acceptable to Elections Canada are:

- (a) a CPC cancellation date stamp;
- (b) a CPC Priority Courier bill of lading; or
- (c) a CPC Xpresspost label,

that clearly indicates that the proposal was mailed at a date that would otherwise have allowed its delivery before the RFP closing date.

2.7.2 Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of proposals are not acceptable reasons for the proposal to be accepted by Elections Canada.

2.7.3 Postage meter imprints, whether imprinted by the bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

2.8 Delayed Proposal When Using Courier Companies

2.8.1 It is the responsibility of the bidder to allow sufficient time to courier companies to deliver the bidder's proposal before the RFP closing date and time. Delays caused by courier companies, including delays caused by postal code errors, cannot be construed as "undue delay in the mail" and will not be accepted as a delayed proposal under Section 2.7.

2.9 Customs Clearance

2.9.1 It is the responsibility of the bidder to allow sufficient time to obtain customs clearance, where required, before the RFP closing date and time. Delays related to the obtaining of customs clearance cannot be construed as "undue delay in the mail" and will not be accepted as a delayed proposal under Section 2.7.

2.10 Legal Capacity

2.10.1 The bidder must have the legal capacity to contract. If the bidder is a sole proprietorship, a partnership or a corporate body, the bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws

under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a proposal as a joint venture.

2.11 Rights of Elections Canada

2.11.1 Elections Canada reserves the right to:

- (a) reject any or all proposals received in response to the RFP;
- (b) enter into negotiations with bidders on any or all aspects of their proposals;
- (c) accept any proposal in whole or in part without negotiations;
- (d) cancel the RFP at any time;
- (e) reissue the RFP;
- (f) if no responsive proposals are received and the requirement is not substantially modified, reissue the RFP by inviting only the bidders that had submitted a proposal to resubmit proposals within a period designated by Elections Canada; and
- (g) negotiate with the sole responsive bidder to ensure best value to Elections Canada.

2.12 Rejection of Proposal

2.12.1 Elections Canada may reject a proposal where any of the following circumstances is present:

- (a) the bidder is bankrupt or, for whatever reason, its activities are rendered inoperable for an extended period;
- (b) evidence, satisfactory to Elections Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the bidder, any of its employees or any subcontractor included as part of the proposal;
- (c) evidence, satisfactory to Elections Canada, that based on past conduct or behavior, the bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
- (d) Elections Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the bidder, any of its employees or any subcontractor included as part of the proposal; and

- (e) Elections Canada determines that the bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the bidder performed the Work in accordance with those contracts, is sufficiently poor to jeopardize the successful completion of the requirement of this RFP.

2.12.2 Where Elections Canada intends to reject a proposal pursuant to a provision of Subsection 2.12.1, the Contracting Authority will so inform the bidder and provide the bidder ten Business Days within which to make representations, before making a final decision on the rejection of the proposal.

2.12.3 Elections Canada reserves the right to apply additional scrutiny, in particular, when multiple proposals are received in response to a solicitation from a single bidder or a joint venture. Elections Canada reserves the right to:

- (a) reject any or all of the proposals submitted by a single bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process; or
- (b) reject any or all of the proposals submitted by a single bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Elections Canada.

2.13 Communication – Solicitation Period

2.13.1 To ensure the integrity of the competitive procurement process, enquiries and other communications regarding the RFP must be directed only to the Contracting Authority identified in the RFP through email only at: proposition-proposal@elections.ca. Failure to comply with this requirement may result in the proposal being declared non-responsive.

2.13.2 To ensure consistency and quality of information provided to bidders, and subject to Section 2.20, enquiries received and the replies to such enquiries that result in clarifications or modifications to the requirement or that provide additional information related to the requirement will be provided simultaneously to all bidders to which the RFP has been sent, in the same manner in which the RFP was sent, without revealing the sources of the enquiries.

2.14 Price Justification

2.14.1 In the event that the bidder's proposal is the sole responsive proposal received, the bidder must provide, on Elections Canada's request, a fair price certification, in the form prescribed by Elections Canada, whereby the bidder certifies that the price offered to Elections Canada for the goods or services:

- (a) is not in excess of the lowest price charged to anyone else, including the bidder's most favoured customer, for the like quality and quantity of the goods, services or both;
- (b) does not include an element of profit on the sale in excess of that normally obtained by the bidder on the sale of goods, services or both of like quality and quantity; and
- (c) does not include any provision for discounts to selling agents.

2.14.2 Bidders must submit the fair price certification as well as any documentation supporting the fair price certification within the delay prescribed in the request issued pursuant to Subsection 2.14.1. Failure to comply with the request within such delay may result in the proposal being declared non-responsive.

2.15 Proposal Costs

2.15.1 No payment will be made for costs incurred in the preparation and submission of a proposal in response to the RFP. Costs associated with preparing and submitting a proposal, as well as any costs incurred by the bidder associated with the evaluation of the proposal, are the sole responsibility of the bidder.

2.16 Conduct of Evaluation

2.16.1 In conducting its evaluation of the proposals, Elections Canada may, but will have no obligation to, do the following:

- (a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the RFP;
- (b) contact any or all client references supplied by bidders to verify and validate any information submitted by them;
- (c) request, before the award of any contract, specific information with respect to bidders' legal status;
- (d) conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the RFP;
- (e) correct any error in the extended pricing of proposals by using unit pricing and any error in quantities in proposals to reflect the quantities stated in the RFP; in the case of error in the extension of prices, the unit price will govern;

- (f) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties; and
- (g) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the RFP.

2.16.2 Bidders must comply with any request related to any of the items listed in Subsection 2.16.1 within the delay prescribed in such request. Failure to comply with the request may result in the proposal being declared non-responsive.

2.17 Joint Venture

2.17.1 A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to submit together a proposal on a requirement. Bidders who submit a proposal as a joint venture must indicate clearly that it is a joint venture and provide the following information:

- (a) the name of each member of the joint venture;
- (b) the PBN of each member of the joint venture;
- (c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable; and
- (d) the name of the joint venture, if applicable.

2.17.2 If the information is not clearly provided in the proposal, the bidder must provide the information on request from the Contracting Authority within the delay prescribed in such request.

2.17.3 The first page of the RFP and the Contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFP and the Contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally liable for the performance of the Contract.

2.18 Conflict of Interest – Unfair Advantage

2.18.1 In order to protect the integrity of the procurement process, bidders are advised that Elections Canada may reject a proposal in the following circumstances:

- (a) if the bidder, any of its subcontractors, or any of their respective employees or former employees was involved in any manner in the preparation of the RFP or in any situation of conflict of interest or appearance of conflict of interest;
- (b) if the bidder, any of its subcontractors, or any of their respective employees or former employees had access to information related to the RFP that was not available to other bidders and that would, in Elections Canada's opinion, give or appear to give the bidder an unfair advantage.

2.18.2 The experience acquired by a bidder who is providing or has provided the goods and services described in the RFP (or similar goods or services) will not, in itself, be considered by Elections Canada as conferring an unfair advantage or creating a conflict of interest, subject however, if such bidders trigger any of the circumstances identified in Paragraphs 2.18.1(a) and (b).

2.18.3 Without limiting in any way the provisions described in Section 2.18.1 and 2.18.2 above, bidders are advised that Elections Canada has engaged the assistance of the following private sector contractors and resources who have provided services including the review of content in preparation of this RFP and/or who have had, or may have had, access to information related to the content of the RFP or other documents related to this RFP.

Contractor: Altis Human Resources

Resource: Parent, Ghislaine

Any proposal that is received from one of the above-noted suppliers, whether as a sole bidder, joint venture, or as a sub-contractor to a bidder; or for which one of the above-noted resources provided any input unto the proposal, will be considered to be in contravention of the Conflict of Interest clauses identified in Section 2.18, and the proposal will be declared non-responsive.

2.18.4 Where Elections Canada intends to reject a proposal under this Section, the Contracting Authority will inform the bidder and provide the bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before the RFP closing date. By submitting a proposal, the bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The bidder acknowledges that it is within Elections Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

2.19 Entire Requirement

The RFP contains all the relevant information relating to the requirement. Any other information or documentation provided to or obtained by a bidder from any source are not relevant to this RFP. Bidders should not assume that practices used under previous contracts

will continue, unless they are described in the RFP. Bidders should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.

2.20 Enquiries

- 2.20.1 All enquiries must be submitted in writing to the Contracting Authority no later 10 Business Days before the RFP closing date. Enquiries received after that time may not be answered.
- 2.20.2 Bidders should reference as accurately as possible the numbered item of the RFP to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Elections 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 Elections Canada determines that the enquiry is not of a proprietary nature. Elections Canada may edit the questions or may request that the bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Elections Canada.

2.21 Applicable Laws

- 2.21.1 The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, subject always to any paramount or applicable federal laws.
- 2.21.2 Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their proposal, by indicating in their proposal the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the laws of Ontario are acceptable to the bidder.

2.22 Basis for Canada’s Ownership of Intellectual Property

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

- (a) the bidder, by submitting a proposal, declares that it is not interested in owning the Intellectual Property Rights in Foreground Information (as such terms are defined in Annex E – Supplemental Conditions of Part 6 – Resulting Contract);
- (b) where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

Part 3. Proposal Preparation Instructions

3.1. Proposal Preparation Instructions

3.1.1 Elections Canada requests that bidders provide their proposal in separately bound and sealed sections as follows:

Section I: Technical Proposal four hard copies and one soft copy on USB.

Section II: Financial Proposal one hard copy and one soft copy on USB.

Section III: Certifications (one hard copy)

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

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

3.1.4 Elections Canada requests that bidders follow the format instructions described below in the preparation of their proposal:

(a) use 8.5 x 11 inch (216 mm x 279 mm) paper; and

(b) use a numbering system that corresponds to the RFP.

3.1.5 In the event that a bidder fails to provide the number of copies required pursuant to Subsection 3.1.1 the Contracting Authority will contact the bidder and provide the bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the proposal non-responsive.

3.1.6 To assist in reaching the objective set out in the Policy on Green Procurement, bidders are encouraged to:

(a) use paper containing fibre certified as originating from a sustainably managed forest and/or containing a minimum 30% recycled content; and

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

3.2. Section I – Technical Proposal

- 3.2.1 In their technical proposal, bidders should demonstrate their understanding of the requirements contained in the RFP and explain how they will meet the requirements of the SOW and carry out the Work in a thorough, concise and clear manner.
- 3.2.2 The technical proposal should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the proposal will be evaluated which are set out in Part 7 – Technical Evaluation Criteria. Simply repeating the statement contained in the RFP is not sufficient. In order to facilitate the evaluation of the proposal, Elections Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their proposal by identifying the specific paragraph and page number where the subject topic has already been addressed.
- 3.2.3 The details of any client references requested under Part 7 – Technical Evaluation Criteria should be submitted with the proposal. If any of the required information is not submitted as requested, in the event that Elections Canada decides to contact client references, the Contracting Authority will so inform the bidder and provide the bidder with a time frame within which to meet the requirement. If the bidder fails to comply with the request of the Contracting Authority and meet the requirement within that time period, the proposal will be deemed non-responsive.

3.3. Section II – Financial Proposal

Bidders must submit their financial proposal in accordance with Part 8 – Financial Evaluation Criteria. The total amount of applicable sales tax must be shown separately, if applicable.

3.4. Section III – Certificates

- 3.4.1. The certificates under Part 9 must be completed by bidders in accordance with this Section 3.4 Bidders must provide the required certifications to be awarded a contract. Elections Canada will declare a proposal non-responsive if the required certifications are not completed and submitted as requested.
- 3.4.2. The Bidders' compliance with the certifications provided to Elections Canada is subject to verification by Elections Canada during the proposal evaluation period and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The proposal will be declared non-responsive if any certification made by the bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the proposal non-responsive.

- 3.4.3. The certificates under Part 9 should be completed and submitted with the proposal but may be submitted afterwards. If any of these required certificates is not completed and submitted as requested, the Contracting Authority will so inform the bidder and provide the bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the proposal non-responsive.

Part 4. Evaluation Procedures and Basis of Selection

4.1. General Evaluation Procedures

- 4.1.1 Proposals will be assessed in accordance with the entire requirement of the RFP including the technical and financial evaluation criteria.
- 4.1.2 An evaluation team composed of representatives from Elections Canada will evaluate the proposals.

4.2. Technical Evaluation

- 4.2.1 The mandatory technical evaluation criteria are set out in Table A of Part 7 – Technical Evaluation Criteria.
- 4.2.2 The rated technical evaluation criteria are set out in Table B of Part 7 – Technical Evaluation Criteria.
- 4.2.3 Client References

- (a) Elections Canada may decide to contact any or all client references for all technical evaluation criteria or those for specific technical evaluation criteria only. If Elections Canada chooses to conduct client reference checks for any given technical evaluation criteria, it will contact the client references for those identified technical evaluation criteria of all remaining responsive bidders at that point.
- (b) Elections Canada will make only three attempts over a maximum of five Business Days from the first attempt to contact a client reference provided with the bidder's proposal (the "Original Contact Info"). If Elections Canada is not successful in reaching a client reference after three attempts using the Original Contact Info, the Contracting Authority may ask the bidder for alternative contact information for that same client reference. Elections Canada will make only three attempts over a maximum of five Business Days from the first attempt to contact a client reference using the alternative contact information. The bidder will only be given the opportunity to provide alternative contact information one time for each client reference.

- (c) If Elections Canada is unsuccessful in obtaining a response from a client reference (either through the Original Contact Info or the alternative contact information), after making such attempts, the proposal will be deemed non-responsive and will not be given further consideration.
- (d) Wherever information provided by a client reference differs from the information supplied by the bidder, the information supplied by the client reference will be the information evaluated.

Points will not be allocated and/or a bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference client states he or she is unable or unwilling to provide the information requested, (2) the reference client is not a customer of the bidder itself, or (3) the client is an affiliate of the bidder or of the client is any other entity that does not deal at arm's length with the bidder.

4.3. Financial Evaluation

4.3.1 The mandatory financial evaluation criteria are set out in Part 8 – Financial Evaluation Criteria.

4.4. Basis of Selection

4.4.1 A proposal must comply with all the requirements of the RFP and meet all mandatory technical and financial evaluation criteria. If it is determined that a proposal does not comply with any of the requirements of the RFP, such proposal will be deemed non-responsive and will not be given further consideration.

4.4.2 The evaluation and selection process will be conducted in the following phases:

- Phase 1 – Mandatory Technical and Financial Evaluation
- Phase 2 – Rated Technical Evaluation
- Phase 3 – Determination of Highest Ranked Bidder within Budget

In the event evaluators are made aware of information in one Phase that contradicts information contained in a previous Phase, evaluators reserve the right to re-evaluate that portion of the previous Phase and adjust the previously adjudicated score accordingly. If such re-evaluation results in the bidder's proposal being non-responsive for the re-evaluated Phase, the proposal will be assessed as non-responsive and given no further consideration.

4.4.3 Phase 1 – Mandatory Technical and Financial Evaluation

In Phase 1, all proposals will be evaluated for their compliance with the mandatory technical evaluation criteria set out in Section A (Table A) of Part 7 – Technical Evaluation Criteria and mandatory financial evaluation set out in Part 8 – Financial Evaluation Proposal Pricing Table.

Any proposal that fails to meet any of the mandatory technical and financial evaluation criteria will be deemed non-responsive and will not be given further consideration.

4.4.4 Phase 2 – Rated Technical Evaluation

In Phase 2, the proposals that are deemed responsive in Phase 1 will be evaluated against the rated technical evaluation criteria set out in Section A (Table B) of Part 7 – Technical Evaluation Criteria.

4.4.5 Phase 3 – Determination of Highest Ranked Bidder Within Budget

In Phase 3, a combined evaluation score for those proposals deemed responsive in Phases 1 and 2 will be determined in accordance with the following:

The Bidder whose proposal obtains the highest combined evaluation score (which is Phase 1 and 2) at Phase 3 will be considered for award of a contract.

4.4.6 If more than one bidder is ranked first because of identical technical scores, then the bidder with the best financial score will become the highest ranked bidder within budget and will be considered for the award of the contract.

4.4.7 Bids not meeting the required criteria will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

4.4.8 The maximum funding available for the Contract resulting from the bid solicitation is \$700,000.00 (applicable taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Elections Canada to pay the maximum funding available.

Part 5. Security, Financial and Other Requirements

5.1 Security Requirement

5.1.1 At the RFP closing date, the following conditions must be met:

- (a) the bidder must hold a valid organization security clearance as indicated in Part 6 – Resulting Contract;
- (b) the personnel requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 – Resulting Contract;

(c) the bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

- 5.1.2 If the bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
- 5.1.3 If the bidder is a subsidiary of another company, then any financial information in 5.2.1 (a) to (f) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not satisfy the requirement for the provision of the financial information of the bidder, and the financial capability of a parent cannot be substituted for the financial capability of the bidder itself unless an agreement by the parent company to sign a “Parental Guarantee”, as drawn up by Elections Canada, is provided with the required information.
- 5.1.4 Elections Canada reserves the right to request from the bidder any other information that Elections Canada requires to conduct a complete financial capability assessment of the bidder.
- 5.1.5 If the bidder provides the information required above to Elections Canada in confidence while indicating that the disclosed information is confidential, then Elections Canada will treat the information in a confidential manner as permitted by Paragraphs 20(1) (b) and (c) of the [Access to Information Act, R.S., 1985, c. A-1](#).
- 5.1.6 In determining the bidder’s financial capability to fulfill this requirement, Elections Canada may require the bidder to provide security, at the bidder’s sole expense, such as an irrevocable letter of credit from a registered financial institution drawn in favor of Elections Canada, a performance guarantee from a third party or some other form of security, as determined by Elections Canada.

5.2 Insurance Requirements

- 5.2.1 Bidders are responsible for deciding if insurance coverage is necessary to fulfill the obligations under the resulting Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by bidders is at their own expense and for their own benefit and protection. It does not release the successful bidder from or reduce its liability under the resulting Contract.



2019 National Electors Study

Annex A

Statement of Work (SOW)

Contents

1. DEFINITIONS 3

2. APPENDICES..... 6

3. EC MANDATE 7

4. INTRODUCTION 7

5. PROJECT BACKGROUND 7

6. STUDY OBJECTIVES 8

7. METHODOLOGY..... 9

8. MEETINGS..... 13

9. DELIVERABLES..... 13

10. TIMELINE 15

11. LOCATION OF WORK..... 16

12. OFFICIAL LANGUAGES..... 16

13. EC OBLIGATIONS AND SUPPORT 16

ANNEX I – METHODOLOGICAL FRAMEWORK..... 17

ANNEX II - QUANTITATIVE RESEARCH REQUIREMENTS 26

ANNEX III – QUALITATIVE RESEARCH REQUIREMENTS 29

ANNEX IV - INSTRUCTIONS FOR REPORTS 31

ANNEX V – PROPOSED TIMEFRAME FOR REPORTING..... 32

ANNEX VI – RESEARCH DESIGN BY WAVE AND SAMPLE 33

PART I – INTERPRETATION

1. DEFINITIONS

1.01. Unless the context clearly requires otherwise, the capitalized terms used in the SOW shall have the definitions assigned to them in the Contract or in this Section. These definitions shall apply equally to both the singular and plural forms of the terms defined, and words of any gender shall include each other gender when appropriate.

ACET	The Advertising campaign evaluation tool from the Government of Canada.
Banner Tables	A document containing frequency tables for all variables with relevant analyses of statistical significance for selected variables of interest, including age group, gender, education and voters vs. non-voters.
CATI	Computer assisted telephone interviewing.
CAWI	Computer assisted web interviewing.
CEA	The <i>Canada Elections Act</i> , S.C. 2000, c. 9, as amended from time to time.
CEO	The Chief Electoral Officer of Canada.
Contractor	Business or corporation that provides the services within this contract.
Contractor's Resource	The individual(s) performing the Work.
CRIC	Canadian Research Insights Council
EC	The Office of the CEO, commonly known as Elections Canada.
Election Personnel	Any individual working for or on behalf of EC, EC staff and EC Contractors, excluding the Contractor, for the purposes of this Contract.
Elector	A person who is a Canadian citizen at least 18 years old, and therefore eligible to vote. Some electors do vote (voters) and others do not (non-voters).
Electoral Event	General elections, by-elections, and federally-organized referendums; this SOW concerns the general federal

election. The CEA states that an Electoral Event must last a minimum of 37 days and a maximum of 51 days. For the purpose of this SOW, an Electoral Event commences when the writ is issued and concludes on Election Day.

ERP	Electoral Reminder Program.
GE43	The 43 rd Canadian federal election, announced to be held on October 21 st , 2019 – but which may be held at an earlier date.
Indigenous	Includes individuals from First Nations, who are registered or not, as well as those who are Métis or Inuit.
Initial sample	<p>The initial sample in a RDD sampling frame corresponds to all numbers attempted, minus the numbers shown to be invalid. This corresponds to the following elements in the MRIA's response rate calculation formula (empirical method):</p> <ul style="list-style-type: none">• Unresolved (U)• In-scope, non-responding (IS)• In-scope, responding (R). <p>Not to be confused with the number of respondents in the first wave of data collection.</p>
LAC	Library and Archives Canada.
MRIA	Marketing Research and Intelligence Association (no longer active).
NEET	Youth age 18-34 who are not in education, employment or training.
NES 2019	National Electors Study for the 2019 Canadian federal election.
NYS	National Youth Survey.
New Canadian	Person who are eligible to vote in a Canadian federal election for the first time, following the acquisition of Canadian citizenship. Strictly speaking, they are defined as respondents who were born abroad and who obtained Canadian citizenship after October 19, 2015. Respondents who obtained their permanent residency 10 years ago or less, and who are citizens, can be used as a proxy.

POR	Public Opinion Research.
Probability sample	Sample chosen using a method based on the theory of probability.
Probability sampling	Sampling procedures in which each member of a population has a known and non-zero, chance of being selected into a sample. Probability sampling requires a randomized selection procedure.
PSE	Post-secondary education.
Rolling cross-section (RCS)	A survey design in which a certain number of respondents are interviewed each day during a set period, for example an election campaign. The time at which each individual is included in the sample is determined randomly. Each respondent may only be interviewed once as part of the RCS. In this project, all RCS respondents are recruited from the benchmark wave.
Sampled population	The sampled population of the NES 2019 is Canadian electors residing in Canada.
SOE	Survey of Electors.
SOW	This Statement of Work.
SPSS	The Statistical Package for Social Science software and refers to either SPSS or PASW Statistics or IBM SPSS Statistics.
Subpopulations	Groups of electors who face documented barriers to the vote. Includes new electors (youth 18-24 and New Canadians), Indigenous electors, and electors with a disability. Other subpopulations of interest include students enrolled in PSE, as well as youth 18-34 who are not in education, employment or training (NEETs).
Technical Authority	Technically qualified person at EC responsible for this requirement.
User or elector journey	A timeline of the experience of a typical user, showing key actions and points of contact with products or services as

mapping	<p>they strive to achieve certain goals. It shows the users' needs, expectations, potential routes to achieving their goals, and obstacles they face at each stage. Journey maps typically have visual elements, and are strongly anchored in the user's perspective.</p> <p>Also known as: user experience map, user journey map, customer journey map, among others.</p>
Voter	An elector who has voted in a particular election.
Voter Information Campaign	Election Canada's multi-media communications and information strategy implemented during a federal general election to provide Canadian electors with key information on when, where and ways to register and vote, including eligibility criteria and identification requirements. Note that the acronym for the Voter information campaign is not used, as it is understood to refer to the Voter information card.
Voter information card (VIC)	A card sent by mail to each elector in the weeks prior to the election. It informs them that they are registered, and indicates specific voting times and locations.
Web panel	A sample database of potential respondents who declare that they will cooperate for future data collection if selected. The respondents may have been recruited in a variety of ways. Also known as an access panel or convenience web panel.

2. APPENDICES

Annex I: Methodological framework

Annex II: Quantitative research requirements

Annex III: Qualitative research requirements

Annex IV: Detailed instructions for production of reports

Annex V: Proposed timeframe for reporting

Annex VI – Research design by wave and sample

3. EC MANDATE

3.01. EC, headed by the CEO, an agent of Parliament, is an independent, non-partisan agency with unique organizational features that reports directly to Parliament. EC exercises general direction and supervision over the conduct of elections and referendums at the federal level. Its mandate is to:

- a) be prepared to conduct a federal general election, by-election or referendum;
- b) administer the political financing provisions of the CEA;
- c) monitor compliance with electoral legislation;
- d) conduct public information campaigns on voter registration, voting and becoming a candidate;
- e) conduct education programs for students on the electoral process;
- f) provide support to the independent commissions in charge of adjusting the boundaries of federal electoral districts following each decennial census;
- g) carry out studies on alternative voting methods and, with the approval of parliamentarians, test alternative voting processes for future use during electoral events; and
- h) provide assistance and cooperation in electoral matters to electoral agencies in other countries or to international organizations.

4. INTRODUCTION

4.01. EC requires the professional services of a public opinion research supplier to conduct its 2019 National Electors Study (NES 2019), which consists of two components: 1) a national longitudinal survey of electors (SOE), and 2) a series of post-election focus groups.

4.02. This SOW takes into account that the date of the 43rd Canadian federal election (GE43) is fixed for October 21, 2019; however, the Contractor should be aware that an election may be called on any earlier date. If this were to be the case, EC would work with the Bidder to adjust the timeframe and achieve the objectives of the project.

5. PROJECT BACKGROUND

- 5.01. As part of EC's evaluation program and in the context of GE43, the Agency is seeking a public opinion research (POR) supplier to conduct its NES 2019, which consists of two components:
- 1) a national longitudinal survey of electors (SOE), and
 - 2) a series of post-election focus groups.
- 5.02. Following the 2015 general federal election, EC conducted three separate studies with electors: the Survey of Electors (SOE), the National Youth Survey (NYS) and the evaluation of the Electoral Reminder Program (ERP). In 2019, all three of these studies are folded into the NES 2019 which will combine their objectives.

6. STUDY OBJECTIVES

- 6.01. This study seeks to gather information regarding electors' values and predispositions, opinions and attitudes toward various election-related issues, knowledge and use of the agency's services and programs, and experience with the electoral process during GE 43. The study should produce reliable information on electors, including subpopulations of interest to EC.
- 6.02. The results of the study will assist in the evaluation of EC's programs and services to the electorate and inform the CEO's reports to Parliament; notably by allowing for comparisons over time, whether before and after (or throughout) the election, or with previous federal general elections. It will also identify areas for improvement in EC's various products, services and information campaign.
- 6.03. The study will also evaluate the 2019 Voter Information Campaign, using standard ACET questions. It will contribute to establishing a list of strengths and weaknesses of the 2019 campaign, and to determine how the lessons learned can be applied to subsequent GEs to improve communications with electors.
- 6.04. Third, the study will provide a better understanding of the access and motivational barriers to voting among several subpopulations.
- 6.05. Finally, the study will also allow for the understanding of electors' attitudes and behaviours, and support the development of elector profiles and user journey maps.

PART III – SCOPE OF WORK

7. METHODOLOGY

7.01. The Contractor shall, in accordance with the highest professional standards and all applicable legislation, including all [Standards for the Conduct of Government of Canada Public Opinion Research](#), conduct a mixed mode, longitudinal public opinion research project.

7.02. The Contractor must perform all tasks normally associated with a high-quality POR project, as described in Annexes II (Quantitative research requirements) and III (Qualitative research requirements).

Overview

7.03. The NES is a multi-mode panel study that includes a longitudinal survey and a series of post-election focus-groups. The detailed proposed methodology for this study is to be found in Annex I: Methodological framework.

7.04. The longitudinal survey includes 3 waves of data collection:

- a benchmarking wave (W1) in June 2019;
- a campaign period rolling cross-section (RCS, W2) in September and October 2019);
- a post-election wave (W3a) in October and November 2019.

In addition to the longitudinal survey, the post-election wave will include a cross-sectional component (W3b).

7.05. The study involves four (4) different samples:

- a web panel, recruited in June 2019 (S1, web panel);
- a self-administered online questionnaires answered by participants recruited by phone through a probability sample (S2, probability web), in June 2019;
- telephone interviews with participants recruited by phone through a probability sample (S3, probability phone longitudinal), in June 2019; and
- a cross-sectional sample of respondents recruited by phone through a probability sample for the post-election wave only, in October-November 2019 (S4, probability phone cross-sectional).

See Annex I for details, including sample sizes and subpopulations of interest.

- 7.06. The Contractor must develop and propose a detailed sampling strategy for conducting the survey, including:
- target population and sampling frames;
 - sample sizes in W1, as well as estimates of daily sample sizes in the RCS (W2) and of the final sample sizes in W3, taking into account, among others, frame coverage, non-contact, non-response, and attrition;
 - estimates of decay/attrition at each wave and measures to maximize response rates;
 - detailed strategies to recruit respondents from subpopulations;
 - a description of its panel(s), including active panel size (providing the definition of “active”), recruitment, monitoring, maintenance and refreshment procedures;
 - a description of the web panel composition, including when available: age, gender, Indigenous and recent immigrant respondents, as well as electoral participation rate of panel respondents in the 2015 Canadian federal election.
- 7.07. The survey will be complemented by a series of post-election focus-groups. The emphasis of the focus-groups will be the evaluation of the Voter information campaign, and may include elements of elector journey mapping. The Contractor will conduct at least 15 focus-groups, covering the general population as well as a series of subpopulations. EC personnel may attend some or all of the focus-groups. See Annex I for details.

Data collection tools

- 7.08. The Contractor will work with EC to create screeners and questionnaires, including reviewing draft questionnaires, finding standard questions and drafting new questions at EC’s request, receiving EC’s comments and making any necessary adjustments, and ensuring adequate programming instructions and skip logic including different paths for voters, non-voters and those who were not aware of the election, among others.
- 7.09. The Contractor will work with EC to ensure that there is an adequate mechanism for respondents who wish to verify the legitimacy of the research.

- 7.10. The Contractor will work with EC to create discussion guides for focus-groups and interviews, including drafting the guides, receiving EC's comments and making any necessary adjustments.
- 7.11. For each survey wave, the Contractor must pre-test the revised questionnaire with at least 20 respondents on the phone, and 20 respondents on the web (in each case, 10 English-speaking respondents and 10 French-speaking). Additional intermediary pre-tests may be necessary to test changes to the questionnaire during W2. Pre-test results and recorded pre-test interviews must be made available to EC. A short report that describes any changes proposed to the questionnaire as a result of the pre-test must be included for each wave of pre-tests.
- 7.12. After each of the first 3 focus-groups, the Contractor must provide comments by email on the discussion dynamics and describes any changes proposed to the discussion guide, including when no changes are required.

Data collection

- 7.13. Data collection will take place according to the schedule specified in section 1.2 of Annex I, from June 2019 to November 2019.
- 7.14. The Contractor will filter respondents by verifying elector eligibility (being aged 18 or older, and having Canadian citizenship) and, when required, apply oversampling strategies and document its procedures.
- 7.15. The Contractor must provide status reports (by email or otherwise) at the end of each week (W1 and W3) and twice a week (during the RCS/W2) to inform EC of the progression of data collection.

Data

- 7.16. The Contractor will code, clean and validate the survey data before providing it in a database to EC. Both pre-coded answers and open-ended answers (verbatim) must be included in the database.
- 7.17. Following the end of all data collection, the Contractor must provide a final database that is longitudinal and fully integrates all survey waves, with variables for all waves ready for analysis.
- 7.18. The Contractor must apply post-stratification to ensure that the survey estimates benchmark to known population totals or proportions. The weighting variables,

including initial sampling weights, non-response adjusted weights, post-stratification weights and final weights, must be included in the database.

- 7.19. Throughout all data collection, the Contractor must evaluate and report on data quality. Following the end of data collection, the Contractor must provide an assessment of overall quality of the data and how well they meet the original objectives of the research. This can include, for example, any unforeseen challenges and the solutions that were found, the outcome of data quality tests and treatment of responses that failed those tests, as well as comparisons of the samples between themselves and with external sources of data.

Reporting

- 7.20. EC is subject to the Directive on the Management of Communications, and as such it must submit a final report, in both official languages, in accessible HTML5 format, to Library and Archives Canada within six (6) months of the end of data collection. It is imperative that the Contractor provides its deliverables in a timely manner to ensure EC's ability to comply with this requirement. A proposed timeframe is found in Annex V Proposed timeframe for reporting.

- 7.21. Reporting for this project will take the form of several smaller or thematic reports, rather than one single overall report. The major reports for this project, as defined in section 9 below, are:

- a final methodological report;
- a final top-line report;
- a report on the evaluation of the Voter information campaign, integrating survey and focus-group findings.

See Section 9, below, for a detailed description of deliverables.

- 7.22. The Contractor must follow the instructions included in Annex IV for the narrative executive summary and final reports.
- 7.23. EC's standard timeframe, included in Annex V, is provided as an example of what the Contractor can expect in terms of review process.

Follow-up

- 7.24. The Contractor must commit to remain available to answer questions or provide clarifications upon request, even after the publication of the final report.

8. MEETINGS

- 8.01. Within five business days of the effective date, the Contractor must attend a kick-off meeting with the EC Technical Authority. In advance of the kick-off meeting, EC shall send the Contractor the meeting agenda, date, time and location.
- 8.02. The Contractor shall meet with EC, either via conference call or in person, to provide a verbal progress update and discuss any issues, if applicable and requested by the Technical Authority.
- 8.03. If and when requested by the Technical Authority, the Contractor shall meet with EC to discuss report findings, in person at ECHQ, within 10 Business Days of submission of the Final Report.

9. DELIVERABLES

The Contractor will provide the following deliverables.

9.01. Project as a whole

The Contractor will provide, for the project as a whole, the following deliverables. Note that deliverables R1 to R3 (see below) must include an executive summary.

R1 Methodological report

A draft methodological report and executive summary in Word format providing details on: the sample and sampling method, margin(s) of error, pre-tests, response rate, weighting and post-stratification. Following review by EC, the Contractor will submit the final report as per Annex IV.

R2 Topline report

A draft topline report of selected indicators (up to 25 variables, as selected by the Technical Authority; as per Annex IV for details on report style) and its executive summary. This may include comparisons with key results from previous surveys of electors. Following review by EC, the Contractor will submit the final report.

R3 Evaluation of the Voter information campaign

A draft report of the evaluation of the Voter Information Campaign, incorporating insights from the focus-groups and relevant survey indicators, and its executive summary. The report should include:

- The Contractor's assessment of
 - recall of the advertising and direct marketing campaign
 - recall of campaign source (EC)
 - recognition of campaign branding
 - comprehension of the messages (clarity and credibility)
 - perceived strengths and weaknesses of the visual elements;
 - perceived usefulness of the information presented; and
 - the overall impact of the advertisements and direct marketing products on electors' knowledge of registration and voting procedures, and on electors' election-related actions.
- Detailed results on the recall of each communication message (e.g. registration, day of the vote, when and where to vote, including early voting options and the ID required by voters (proof of identity and address) to vote
 - media and sponsors that are top-of-mind
 - means used to find additional information regarding the electoral process
 - awareness of EC, and
 - media channel effectiveness
- The Contractor will provide analyses of the results of all data collected and focus group discussions by participant demographic by region and collectively by participant demographic nationally

R4 Longitudinal database

A clean, fully coded, longitudinal dataset that includes all sampled units and all respondents for all survey waves, as well as weighting variables, in SPSS format.

R5 CSV data tables

A set of tables summarizing the results for the project by key indicators, as per the requirements to publish with Library and Archives Canada (LAC). Note that the final data tables must be provided in both official languages, based on the translated questionnaires provided by EC.

- 9.02. For each report destined for publication (R1 to R4), the Contractor will provide a text description of each graph found in the reports, as needed to ensure a fully accessible publication.
- 9.03. In addition to the deliverables stated above, the Contractor will provide certain deliverables that are specific to each wave of the survey. Waves include: W1 Benchmark; each phase during W2 RCS (the four or five phases corresponding to significant questionnaire changes during the RCS); and W3 post-election.
- Written comments resulting from the review of the draft questionnaire;
 - A pre-test report in Word format;
 - A final questionnaire in one official language, in Word format;
 - A clean, fully coded, dataset, in SPSS format;
 - A set of banner tables with the results, in Excel format;
 - A short, visual topline report (results for up to 15 variables, as selected by the Technical Authority), in Word format.
- 9.04. The Contractor will provide the following deliverables ahead of the focus-groups. Note that the results of the focus-group will be included in R3, and will not be the subject of a separate report.
- Detailed plan for focus groups, including at a minimum:
 - Focus group recruitment screener;
 - Discussion guides;
 - Schedule for focus groups.
 - Written report on the discussion guide following the first focus-groups, including any suggested modifications.
 - A summary of each focus-group including number of participants who attended, and any departure from the discussion guide or other element of particular interest to the Technical Authority.

10. TIMELINE

- 10.01. The Contractor must provide a timeline of the principal activities, milestones and deliverables of the contract. The timeline should demonstrate feasibility and time control within the prescribed deadlines.

- 10.02. The amount of time that EC requires to provide comments on draft reports, as well as the number of iterations required, can vary depending on the specifics of each project and report.

PART IV – PARAMETERS

11. LOCATION OF WORK

- 11.01. The majority of the work will be completed at the Contractor’s chosen place of business.
- 11.02. As agreed upon in the contract, some of the Contractor’s resources will be required to travel to conduct focus-groups.

12. OFFICIAL LANGUAGES

- 12.01. The Contractor must provide services in either English or French.
- 12.02. When communicating with respondents, the Contractor must ensure that all communications are conducted in the respondents’ preferred official language (English or French).
- 12.03. The Contractor can submit deliverables in the official language of their choice. All translations will be the responsibility of EC, unless otherwise specified.

13. EC OBLIGATIONS AND SUPPORT

- 13.01. The Technical Authority will provide the Contractor with timely feedback on deliverables and will be available during regular business hours to answer questions through email or telephone.

ANNEX I – METHODOLOGICAL FRAMEWORK

The NES 2019 is a multi-mode study that includes a longitudinal survey, a cross-sectional sample and a series of focus-groups. The longitudinal survey includes three waves of data collection, including a rolling cross-section (RCS), and four different samples (see 1.1 below). The cross-sectional post-electoral sample is independent of the longitudinal design.

The NES 2019 covers the population of Canadian citizens aged 18 years of age and over. Excluded from the study's coverage are Canadian electors living abroad. These exclusions represent approximately 10% of the Canadian electorate. Therefore, the *sampled population* is Canadian electors residing in Canada.

Note that EC's convention is to number days during the election campaign in descending order, so that the day the writ is issued is, say, Day 36, and election day is Day 0. By law, a federal electoral campaign can last 51 to 37 days.

1. Survey of electors

The 2019 SOE is a longitudinal, multi-mode national study of Canadian electors. The *sampled population* is Canadian electors residing in Canada. The sampling frame(s) that will be used by the Contractor should offer good coverage of the *sampled population*. The Contractor should make reasonable efforts to stratify the sampling frame by province and territory so that the Survey respondents cover electors from all regions of Canada.

1.1 Samples

The survey design is based on four distinct samples; the first three are linked through a longitudinal design, while the last one is a cross-sectional sample.

S1 –Web panel

The first sample is a web panel. Members of the panel can be recruited in a variety of ways, in June 2019. They respond to three waves of the survey through a self-administered online questionnaire.

S2 Probability - web

The second sample is composed of respondents who are recruited using a probability sampling technique, for example through random digit dialling (RDD) of cell phones and landlines in June 2019, and who respond to three waves of the survey through self-administered online questionnaires.

S3 Probability – phone longitudinal

The third sample is composed of respondents who are recruited using a probability sampling technique, for example through RDD of cell phones and landlines in June 2019, and who respond to two waves of the survey through a telephone interview.

S4 Probability phone cross-sectional

The final sample is composed of respondents who are recruited using a probability sampling technique, for example through RDD of cell phones and landlines in October-November 2019, and who respond to a single, post-election wave of the survey through a telephone interview.

For the web panel, the Contractor must ensure that the invitation protocol for respondents ensures high data quality and consistent sampling throughout the survey period, including daily samples during the RCS (W2).

1.2 Waves and rolling cross-section

The survey will include a benchmarking wave (W1), a RCS wave during the campaign period (W2), and a post-election wave (W3).

Benchmarking (W1): June 2019

This wave takes place before the beginning of the Voter Information Campaign. Data collection takes place over one month in June 2019. Questionnaire includes respondent characteristics, political knowledge and awareness, and opinion on selected policy issues. Estimated survey length in a telephone interview: up to 20 minutes.

Campaign period rolling cross-section (RCS, W2): September-October 2019

Starting on Day 50, a number of respondents will be surveyed each day. The number of daily respondents will increase at specified dates during the campaign. Each respondent will only be interviewed once as part of the RCS. The RCS questionnaire will be modified four to five times to reflect the election calendar (e.g. advance polls taking place) as well as phases of the Voter information campaign. All versions will include ACET questions. Estimated survey length in a self-administered online questionnaire: up to 15 minutes. There must be strictly no telephone calls made on behalf of Elections Canada during the election campaign.

Post-election (W3): October-November 2019

This wave takes place immediately after the GE. Data collection takes place over one month, from late October to late November 2019. Questionnaire will focus on electoral experience and includes some ACET questions. W3 is divided in two:

- **W3a Longitudinal:** the second or third wave of the longitudinal survey for respondents recruited in June 2019. Estimated survey length in a telephone interview: up to 15 minutes.
- **W3b Cross-sectional:** a separate, single-wave survey with new respondents who have not yet answered any survey from this project. Estimated survey length in a telephone interview: up to 20 minutes.

A large part of the survey is longitudinal: respondents from S1, S2 and S3 will be interviewed two or three times.

- Respondents in S3 (probability – telephone) will answer two surveys: W1 and W3a, as there can be no phone calls during the campaign.
- Respondents in S1 (web panel) and S2 (probability – web) should each answer three surveys: W1, one survey as part of W2, and W3a.
- All respondents to W2 and to W3a must be drawn from W1.
- Respondents from W1 who did not respond to W2 despite efforts to reach them must be invited to W3a.
- A high proportion (60% or more) of W3a respondents must have answered a W2 questionnaire, including respondents from subpopulations.
- W3b will be conducted with S4, and is the only part of the survey that is not longitudinal.

Each time a respondent is invited to respond to a survey, efforts must be made to maximize the response rate, including call-backs and email reminders. These efforts must be documented.

1.3 Sample size and number of respondents

In order to maximize data quality, respondents must be drawn from an initial sample that offers good coverage of the sampled population, and efforts must be made to maximize the response rate. One way to achieve this with the respondents recruited via RDD is to limit the *initial sample*. The initial sample corresponds to the following elements in the [MRIA's response rate calculation formula](#) (empirical method):

- unresolved (U)
- In-scope, non-responding (IS)
- In-scope, responding (R)

EC estimates that the initial sample, from which the probability samples (W1 and W3b) will be drawn, should range between 75,000 and 125,000 in-scope cases. This excludes the web panel, which is not a probability sample.

The Contractor must deliver the following minimum number of respondents at W3.

S1 Web panel:	n>=8000
S2 Probability – web:	n>=3000
S3 Probability – telephone, longitudinal:	n>=2000
S4 Probability – telephone, cross-sectional:	n>=2000
total sample at W3	n>=15,000

These numbers are minima, and may be exceeded. However, the ratio between the initial sample and the final number of respondents, as defined above, should remain consistent.

The Contractor must ensure a sufficient number of respondents in W1 to achieve the expected final number of respondents at W3, taking into account a realistic rate of attrition for each sample.

The number of daily respondents will increase during the election campaign period, so that there are more respondents in the last days of the campaign. The final W2 sample should be approximately as follows:

- Day 50 to Day 37: 7% of total RCS sample (0.5% of total sample per day for 14 days)
- Day 36 to Day 19: 36% of total RCS sample (2% of total sample per day for 18 days)
- Day 18 to Day 0: 57% of total RCS sample (3% of total sample per day for 19 days)

Within these three periods, daily numbers of respondents should be consistent, as measured by 5-days moving averages. The time at which each individual is included in the sample is determined randomly. Each respondent may only be interviewed once as part of W2.

The final sample (W3) will exclude respondents who fail a data quality test inserted in the questionnaire to detect rushed and illogical answers, as well as flatlining/straightlining. Respondents who fail this data quality test at W1 will be replaced with other respondents. Those who fail in W2 or W3 will be excluded from the final database and their answers will not count towards the minimum sample size indicated above.

1.4 National sample

The composition of the final sample must be close to that of the Canadian population in all its diversity, including age, gender, education, region of residence and urban/rural residence. This may require oversampling of certain subpopulations (see 1.6 below).

Survey respondents in each sample should cover electors from all provinces and territories of Canada.

1.5 Subpopulations

The Contractor must deliver at least the following mandatory number of completed surveys by respondents from subpopulations at W3.

Subpopulation	Proportion in the population	Minimum proportion in W3	Minimum number in W3
Electors with a disability	22% ¹ (age 15+)	15%	2250
Indigenous electors	3.4% ² (age 15+)	3.5%	520
New Canadians	2.1% - 2.4% ³ (all ages)	1.4%	200
Youth age 18-24	8.7% ⁴	7%	1050
Students enrolled in PSE	5.8% ⁵ (all ages)	5%	750
Youth 18-34 who are not in education, employment or training (NEET)	1.8% of pop, 14% ⁶ of youth 20-29	1.2%	180

At least 30% of respondents from subpopulations who answer W3 must be recruited through a probability sample. This proportion may differ at W1 to account for different rates of attrition according to survey modes.

¹ Statistics Canada. Canadian Survey on Disability 2017. <https://www150.statcan.gc.ca/n1/daily-quotidien/181128/dq181128a-eng.htm>

² Statistics Canada. National Indigenous Peoples Day... by the numbers. https://www.statcan.gc.ca/eng/dai/smr08/2018/smr08_225_2018

³ Estimate based on numbers for 2015-2017. Government of Canada. Citizenship – Quarterly IRCC Updates <https://open.canada.ca/data/en/dataset/33fc9a55-93ac-4984-ba39-90774831f05a>

⁴ Statistics Canada, Census 2016.

⁵ Statistics Canada. [Table 37-10-0018-01](https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=3710001801) Postsecondary enrolments, by registration status, institution type, status of student in Canada and sex: <https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=3710001801>

⁶ Statistics Canada. The transition from school to work - the NEET (not in employment, education or training) indicator for 25- to 29-year-old women and men in Canada. <https://www150.statcan.gc.ca/n1/pub/81-599-x/81-599-x2018013-eng.htm>

Many of these groups overlap, and respondents can be part of more than one subpopulation at once. Such respondents can count towards the specified oversampling strategy for all relevant characteristics.

Electors with a disability include those with limited mobility and dexterity, hearing and vision impairments, pain-related disabilities, mental health conditions, cognitive disabilities and other invisible disabilities including environmental sensitivity. Participants will be screened using a functional disability approach, to ensure the sample includes respondents with a severe or very severe disability.

- Mild or moderate disability: 50-70% of disability sub-sample
- Severe or very severe disability: 30-50% of disability sub-sample (42% in the population).

Indigenous electors include First Nations electors, who live either on- or off-reserve, and who are either registered or not; as well as Métis and Inuit electors. Each set of Indigenous participants in the final sample should be within the following range:

- First Nation: 50%-70% of Indigenous sub-sample
- Métis: 20%-40% of Indigenous sub-sample
- Inuit: 5%-20% of Indigenous sub-sample

Moreover, the following geographical proportions must be observed:

- At least 50% of Métis respondents must reside west of Québec (in Ontario, Manitoba, Saskatchewan, Alberta, British Columbia, Yukon or the Northwest Territories);
- At least 50% of Inuit respondents must reside in the North (including Nunavut, Yukon, Northwest Territories and the Nunavik and Nunatsiavut regions of Québec).
- At least 50% of First Nations electors must live on-reserve.

In addition to the subpopulations described above, the Contractor must ensure a proportion of non-voters that closely matches that found in the general population. In the past federal general elections, this proportion has varied between 32% and 42% of all electors⁷. Due to the challenges of selection bias and social desirability bias, a proportion of non-voters in the final sample should be within 15 percentage points of that reported by Elections Canada shortly after the GE. For example, if the turnout rate is 60%, the proportion of non-voters in the final sample could be as low as 25%.

⁷ Elections Canada. Voter Turnout at Federal Elections and Referendums
<http://www.elections.ca/content.aspx?section=ele&dir=turn&document=index&lang=e>

1.6 Oversampling

In order to achieve the subpopulation targets stated above, and to ensure a balanced sample in terms of age and gender, the Contractor will design and follow an oversampling strategy during recruitment for S2 and S3.

The first part of recruitment for S2 and S3 will be probabilistic. An additional data collection strategy, which could include quota protocols or another oversampling strategy, will be implemented to ensure that the Contractor is able to meet the specified requirements for subpopulations. The final report must indicate the number of interviews completed prior to and after the additional data collection strategy being implemented; the database must also include this variable.

1.7 Questionnaires

EC will work with the Contractor to draft and review questionnaires. Questionnaires will include questions used in the 2015 GE and subsequent by-elections, ACET items, standard questions from the literature (for example, personality traits) as well as questions that the Contractor will develop with the Technical Authority.

During W2, up to five (5) different questionnaires will be administered to respondents. Questionnaires will change according to the date, as some modules are added and others removed, to reflect the phases of EC's communications campaign as well as events in the election calendar (e.g. registration, close of nominations, advance polls, etc.).

1.8 Incentives

Incentives can be provided for respondents' time. Different incentive schemes may be proposed depending on survey mode and respondent characteristics, and must be approved by EC.

2. Focus-groups

In order to complement survey data, a series of at least 15 focus-groups will be conducted with electors following GE 43. These groups will focus on EC communications products, and may also include questions about the voter and non-voter journeys.

2.1 Number, format and duration

There should be a minimum of 15 groups, each with 6 to 10 participants. The firm is responsible for recruiting a sufficient number of participants to ensure a sufficient number of participants actually take part in the discussion.

Each focus-group should last 60 to 90 minutes.

Most groups should take place in person, but online groups and interviews can be proposed to reach respondents for whom in-person research may not be appropriate or feasible. Details should be given regarding the specific format of any online element.

2.2 Location of groups

The groups should be distributed nationally and include the following regions:

Region	Minimum # of groups
Atlantic	2
Québec	3
Ontario	3
Prairies (Manitoba, Saskatchewan)	2
West (Alberta, BC)	3
at the firm's discretion	2

The firm is invited to suggest specific locations in terms of cities, which should reflect the diversity of Canada. The firm must ensure that facilities meet participants' needs for accessibility and cultural safety.

2.3 Composition of groups

Each group should be composed of participants with compatible backgrounds, to ensure the easy and productive discussion. There should be groups with participants from the general population, as well as groups with :

- New Citizens: at least 2 groups, including at least one in the West and at least one in Ontario or Québec.
- Youth 18-24: at least 3 groups, including one in Québec, and including one with post-secondary students and one with non-students.

- Indigenous electors: at least 3 groups (with at least one each in the West, the Prairies and Ontario).
- Electors with a disability: at least 3 groups, by disability type (mobility limitations, deaf, visual).
- Non-voters: at least 2 groups, including one in Québec.
- Francophones: at least 2 groups in total.

In order to accommodate some electors for whom the group setting may not be optimal, the focus-group format may be adapted to in-person individual interviews. This is often the case for electors with a cognitive or other invisible disability, which includes those with a severe mental health condition, environmental sensitivities, and chronic pain, among others. Up to 5 individual interviews can be proposed, in addition to the focus-groups.

2.4 Incentives

Incentives can be provided for respondents' time. Different incentive schemes may be proposed depending on whether the group is in person or online, and respondent characteristics. Incentives must be approved by EC.

ANNEX II - QUANTITATIVE RESEARCH REQUIREMENTS

The following are expected from the Contractor as part of their work on the quantitative components of this requirement.

1.	Attend meetings (in person or via conference call) with the Technical Authority to discuss research purpose and objectives, design issues, research schedule and draft report, etc.;
2.	Ensure the research complies with the <u>Standards for the Conduct of Government of Canada Public Opinion Research – Telephone Surveys</u> and the <u>Standards for the Conduct of Government of Canada Public Opinion Research – Online Surveys</u> ;
3.	Provide client liaison in either official language;
4.	Advise on sampling frame, sample design, including sample size, data collection strategy, weighting, estimation and definition of survey respondents and other aspects of the research methodology;
5.	Design questionnaires and revise them as required;
6.	If a panel is being used, fully describe the panel composition including standard socio-demographic characteristics, as well as 2015 voter turnout for the federal general election among panel respondents if available, as well as panel management quality standards;
7.	Provide an analysis plan that relates the survey questions and analytical methods to the research objectives;
8.	Program a questionnaire using a computer assisted telephone interviewing (CATI) system (or otherwise reproduce the questionnaire for interviews);
9.	Program a questionnaire using a computer assisted web interviewing (CAWI) system (or otherwise reproducing the questionnaire for an online survey);
10.	Inform respondents of their rights under the <u>Privacy Act</u> and the <u>Access to Information Act</u> and ensure that those rights are protected throughout the research process. This includes: informing respondents of the purpose of the research; identifying both the sponsoring department or agency and research supplier; and that their participation is voluntary and the information provided will be administered according to the requirements of the <i>Privacy Act</i> ;
11.	Pre-test the questionnaire in both English and French, for both web and telephone;
12.	Provide a briefing on the pre-test results;

13.	If possible at the time of data collection, register the survey with the Canadian Research Insights Council (CRIC) or any other organization that has replaced the Marketing Research and Intelligence Association (MRIA).
14.	Prepare and distribute e-mail invitations to potential online respondents;
15.	Prepare sampling frame and select samples;
16.	List cleaning;
17.	Host the online survey;
18.	Provide secure and confidential links to the online survey for respondents;
19.	Live review of survey prior to launch, including revision(s);
20.	Provision of user ID's / passwords;
21.	Provide respondent support;
22.	Ensure effective quality control measures, and replace respondents who fail data quality tests in W1;
23.	Ensure data is stored on Canadian servers and Canadian back-up servers. The database must be located and only accessible in Canada. It must also be physically independent from all other databases, directly or indirectly, that are located outside Canada;
24.	Ensure all aspects of data processing must be conducted and only accessible in Canada, including fieldwork;
25.	Conduct fieldwork in the official language of the respondents, supervised by bilingual personnel to achieve the required completions. Calls are to be varied through-out the day which includes both daytime and evening callings. This is limited to 9 p.m. in a given time zone;
26.	Ensure effective bilingual quality control measures;
27.	Ensure a minimum number of call backs (e.g. eight (8) for landline telephone interviews and five (5) for cell-phone only household interviews;
28.	Enter results and analyze the resulting interview data to create tables and coding procedures defined in consultation with the Technical Authority. Data analysis from a probability sample must be design-based (i.e. incorporate the survey design information into the analysis);
29.	Conduct additional analyses of the data, including multivariate analysis and report on this analysis;

30.	Provide the Technical Authority with weighted partial results during fieldwork and complete weighted frequency tables immediately following completion of fieldwork;
31.	Provide data analysis, including making comparisons with data collected through multiple online pre-tests or advertising that used comparable methodology;
32.	Provide a briefing on the final results;
33.	Provide progress reports;
34.	Submit a report outline to the Technical Authority for approval;
35.	Provide a verbal debriefing or written Flash Report;
36.	Provide a draft written report in the official language chosen by the Technical Authority, interpreting the results based on the approved analysis plan;
37.	Provide a final copy of the report (electronic and hard copy) following receipt of the Technical Authority's comments on the draft copy. The written report must include relevant content as per the <u>Public Opinion Research Final Report Checklist</u> ;
38.	Provide a complete copy of the data tables and/or raw data in machine-readable format (preferably in SPSS). All personal information/identifiers removed from the SPSS dataset;
39.	Make an oral presentation of the results as required by the Technical Authority; and
40.	Perform other activities or services as per specific project requirements.

ANNEX III – QUALITATIVE RESEARCH REQUIREMENTS

The following are expected from the Contractor as part of their work on the qualitative components of this requirement.

1.	Attend meetings (in person or via conference call) with the Technical Authority to discuss the research purpose and objectives, design issues including participant selection, recruitment, administrative requirements, locations, research schedule and draft report, etc.;
2.	Ensure the research complies with the <u>Standards for the Conduct of Government of Canada Public Opinion Research – Qualitative Research</u> ;
3.	Provide client liaison in either official language;
4.	Design recruitment screeners and moderator’s/interviewer’s guides in the language(s) of participants and submit them to the Technical Authority for approval;
5.	Recruit participants and/or interviewees which may include screening by such variables as age, gender, official language, ethnicity, education, income, etc.;
6.	<p>If a panel is being used for recruitment purposes, describe the panel composition including at least:</p> <ul style="list-style-type: none"> • age groups (18-24, 25-34, 35-44, 45-54, 55-64, 65-74, 75+); • gender; • proportion of Indigenous respondents; • proportion of respondents born outside of Canada and/or participants who are part of a visible/ethnic minority; • voter turnout in the 2015 federal election.
7.	Make arrangements for fieldwork including: provision of facilities; refreshments; payment of honoraria to each participant; and wherever possible, arrange for the fieldwork to take place in specialized facilities so that groups/interviews can be observed;
8.	Inform participants of audio / webcasting of interviews / groups, intended use of tapes, or presence of observers;
9.	Obtain participants’ verbal consent for audio taping;
10.	Inform respondents of their rights under the <u>Privacy Act</u> and the <u>Access to Information Act</u> and ensure that those rights are protected throughout the research process. This includes: informing participants of the purpose of the research; identifying both the sponsoring department or agency and research supplier; and that their participation

	is voluntary and the information provided will be administered according to the requirements of the <i>Privacy Act</i> ;
11.	Arrange for audio/video link, if available, for off-site observers;
12.	Arrange for audio recordings of groups and tape transcripts;
13.	Provide simultaneous translation;
14.	Conduct the groups and/or interviews;
15.	Perform other functions essential to the administration of the research;
16.	Ensure data is stored on Canadian servers and Canadian back-up servers. The database must be located and only accessible in Canada. It must also be physically independent from all other databases, directly or indirectly, that are located outside Canada;
17.	Ensure all aspects of data processing must be conducted and only accessible in Canada, including fieldwork/recruiting;
18.	Provide progress reports;
19.	Submit a report outline to the Technical Authority for approval;
20.	Coding of qualitative data, as requested;
21.	Analyze the results of the fieldwork;
22.	Provide a written report in the official language chosen by the Technical Authority, providing a draft copy and a final copy (electronic and/or hard copy) following receipt of the Technical Authority's comments on the draft report. The written report must include relevant content as per the <i>Public Opinion Research Final Report Checklist</i> ;
23.	If required by the Technical authority, make an oral presentation of the results; and
24.	Perform other activities or services as per specific project requirements.

ANNEX IV - INSTRUCTIONS FOR REPORTS

EC favors a simple style for its POR reports, using minimal text supported by a clear visual. When reporting survey findings, the Contractor should include the following for each variable, in the order listed:

- a concise sentence that describes the main result;
- a graphic figure (ex. a bar chart) depicting the result, including
 - a figure number and title;
 - the question number and exact wording;
 - the respondent base and sample size.
- a description of statistically significant differences in the results among subpopulations of interest, in point form, specifying all groups being compared and their respective proportions (ex. those who liked bananas were more satisfied (94%) than those who did not (45%)). Differences that are not statistically significant are not reported

A graph is not necessary for binary variables where more than 95% of cases favoured one choice.

As a rule, the proportion of respondents who answer “Don’t know” is included for all knowledge questions and for most opinion questions. Refusals to answer are treated as missing values.

Individual numbers in the report should be rounded up or down to the nearest full digit, unless indicated otherwise. When a total is presented in the results, it should be calculated based on the most accurate numbers (not rounded up or down) available. The total should be rounded up or down independently. As a result, the numbers may not add up to the rounded total.

ANNEX V – PROPOSED TIMEFRAME FOR REPORTING

In line with the mandatory procedures for public opinion research (Appendix C of the [Directive on the management of communications](#)), EC must submit a report to Library and Archives Canada (LAC) within six months of the end of data collection.

To ensure sufficient time for editing, translating and coding, the final report must be submitted by the Contractor and approved by EC approximately three (3) months after the end of data collection. EC is responsible for editing, translating and HTML5 coding of the reports; the Contractor shall approve the revised and translated reports.

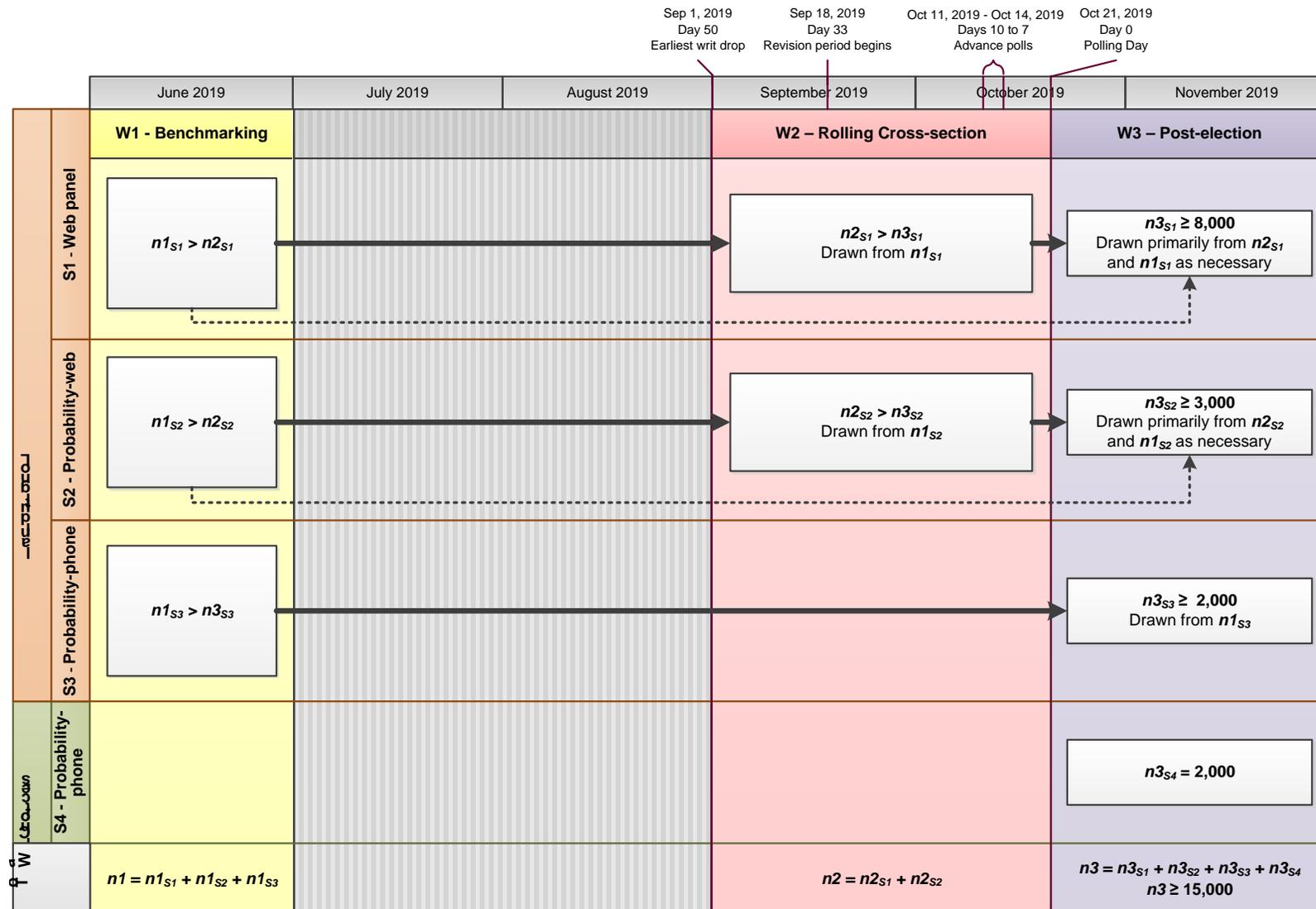
Example of a typical survey production report

The following is an example of a typical report production process.

Contractor	time	Elections Canada
Collect data Draft an annotated table of contents	data collection	Review and approve annotated table of contents
Pre-tests report		
Submit banner tables in one language Submit SPSS database	week 1 [after end of data collection]	Approve banner tables and SPSS database
Submit 1 st draft of report	week 3	
Once banners are approved, provide them in both official languages	week 6	Send review of 1 st draft with questions and requests for modifications
Submit 2 nd draft of report	week 8	Approve graphs
Submit long descriptions of visual elements (graphs, tables)	week 10	Send review of 2 nd draft with questions and requests for modifications
	week 11	Approve long descriptions
Submit 3 ^d draft of report	Week 12	
Send final version of the draft	week 13	Final edits to 3d draft, if any. Send final draft to Contractor for approval.
Approve edits and translation	Weeks 14-26	Proceed with editing, translation, coding.

ANNEX VI – RESEARCH DESIGN BY WAVE AND SAMPLE

- For each box situated in the grid below, n represents the number of respondents required from the respective sample for the respective survey wave.
- The final respondent numbers for W3 (i.e. the various n_3) are mandatory minima.
- The sizes of n_1 and n_2 must be large enough to ensure the minimum numbers for n_3 given the expectation of respondent attrition from each wave to the next. The firm is responsible for ensuring a sufficient number of respondents at each wave to compensate for this attrition.



Part 6 – Resulting Contract



Procurement and Contracting Services
30 Victoria Street, Gatineau QC K1A 0M6

CONTRACT

The Contractor, as identified below, agrees to sell to the Chief Electoral Officer of Canada, or any person authorized to act on his behalf, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods or services listed herein and on any attached sheets at the prices set out therefore.

Return one signed copy of the Contract forthwith.

Contract No.:	05005-18-0735
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Title: 2019 National Electors Study	Effective Date: [insert at contract award]
Term of Contract: [insert at contract award]	Financial Code: [insert at contract award]
Total Estimated Contract Cost (incl. applicable sales tax): [insert - \$XX,XXX.XX - includes Travel & Living and Other Direct Expenses]	Applicable Sales Tax: [insert - \$XX,XXX.XX – tax is not applied to Travel & Living or Other Direct Expenses]

ENQUIRIES & INVOICES	
Office of the Chief Electoral Officer of Canada 30 Victoria Street Gatineau QC K1A 0M6	
Send contract enquiries to:	
69T [insert title] Procurement and Contracting Services	Tel No. 69T E-mail First.Last@elections.ca
Send invoices to:	
[insert name at contract award] [insert title at contract award] [insert sector at contract award]	Tel No. [insert at contract award] E-mail First.Last@elections.ca

Contractor's Name and Address:
69T [insert Contractor's ADDRESS]
Attention: [insert at contract award] E-mail: [insert at contract award]

IN WITNESS WHEREOF , this Contract has been duly executed by the Chief Electoral Officer of Canada by his duly authorized representative and by the Contractor by the hands of its officer duly authorized in that behalf.	
<p>69T69T</p> <p>_____</p> <p>(signature of authorized representative)</p> <p>_____</p> <p>(print name of authorized representative)</p> <p>_____</p> <p>(print title of authorized representative)</p> <p>Date: _____</p>	<p>Chief Electoral Officer</p> <p>_____</p> <p>(signature of authorized representative)</p> <p>[insert name of delegated authority]</p> <p>[insert title of delegated authority] Procurement and Contracting Services [delete if N/A]</p> <p>Date: _____</p>

ARTICLES OF AGREEMENT

Article 1 Interpretation

Section 1.01 Definitions

1.01.01 In the Contract, unless the context otherwise requires:

- “Business Day” means a day other than a Saturday, Sunday or statutory holiday in the province of Quebec;
- “Effective Date” means the date stated as the “Date of the Contract” on the first page of the Contract;
- “General Conditions” means the general conditions mixed goods and services attached hereto as Annex C;
- “Initial Term” has the meaning ascribed to in Section 3.01;
- “Pricing Table” means the table attached hereto as Annex B;
- “SPOC” means the Contractor’s single point of contact referred to in Section 5.01 of the Articles of Agreement;
- “SOW” means the statement of work attached hereto as Annex A and the appendices referred to therein, if any; and
- “Term” means the Initial Term and any additional periods resulting from Elections Canada exercising its irrevocable option to extend the period of the Contract provided for in Section 3.02 of the Articles of Agreement.

1.01.02 The definitions of words and terms in the annexes and appendices apply to capitalized words and terms used in these Articles of Agreement as if those words and terms were defined herein.

1.01.03 The headings used in the Contract are inserted for convenience of reference only and shall not affect their interpretation.

1.01.04 In the Contract, words importing the singular number include the plural and vice versa,

ARTICLES OF AGREEMENT

and words importing the masculine gender include the feminine gender and the neuter.

Section 1.02 Priority of Documents

1.02.01 The following annexes are attached to and form an integral part of this Contract. If there is a discrepancy between the wordings 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.

1. these Articles of Agreement;
2. Annex A – Statement of Work;
3. Annex B – Pricing Table;
4. Annex C – General Conditions - Services;
5. Annex D – Supplemental Conditions – Personal Information
6. Annex E – Supplemental Conditions – EC to Own IP Rights
7. Annex F – Security Requirements Check List
8. Annex G – Certificate of Destruction
9. Annex H – Fair Price Certification [if applicable];
10. the Contractor's proposal, dated [insert date of proposal at contract award].

Article 2 Statement of Work

2.01.01 The Contractor must perform the Work in accordance with the Statement of Work.

Article 3 Period of Contract

Section 3.01 Term

3.01.01 The Contract period will be from the Effective Date of the Contract until August 30th, 2020.

ARTICLES OF AGREEMENT

Article 4 Authorities

Section 4.01 Contracting Authority

4.01.01 The Contracting Authority for the Contract is:

[insert at contract award]

Procurement and Contracting Services
Elections Canada
30 Victoria Street
Gatineau QC K1A 0M6
Tel: 819-
Fax: 819-
E-mail:

4.01.02 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.

4.01.03 Elections Canada may change the name of the representative designated as Contracting Authority by sending a written notice to the Contractor.

Section 4.02 Technical Authority

4.02.01 The Technical Authority for the Contract is:

[insert at contract award]

Elections Canada
Tel: 819-
Fax: 819-
E-mail:

4.02.02 The Technical Authority named above is the representative of Elections Canada and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can be made only through a contract amendment issued by the Contract Authority.

ARTICLES OF AGREEMENT

4.02.03 Elections Canada may change the name of the representative designated as Technical Authority by sending a written notice to the Contractor.

Article 5 Contractor's Representative

Section 5.01 Single Point of Contact

5.01.01 SPOC between the Contractor and Elections Canada is:

[Note to Bidders]

Bidders are to provide in their proposal the name, title, telephone number, facsimile number and e-mail address of its representative which will be included in this Section at contract award.

5.01.02 The SPOC must liaise with the Contracting Authority and the Technical Authority and will be the first point of contact in terms of:

- (a) managing any business issues with the Technical Authority and any Contract issues with the Contracting Authority and, in particular, providing guidance, support and coordination relative to requests;
- (b) managing the day-to-day operational issues and technical requirements and, in particular, providing support and coordination relative to service; and
- (c) meeting, as required, with Elections Canada on issues relating to this Contract, including, without limiting the generality of the foregoing, to review the performance of the service, suggest improvements and assist in analyzing statistical data.

Article 6 Basis of Payment

Section 6.01 Contract Price

6.01.01 The Contractor will be paid for the Work in accordance with the Pricing Tables at Annex B.

Section 6.02 Limitation of Expenditure

6.02.01 Elections Canada's total liability to the Contractor under the Contract for the Work performed during the Initial Term must not exceed \$_____ **[insert at contract**

ARTICLES OF AGREEMENT

- award].** Customs duties are included and any applicable sales tax is extra.
- 6.02.02 No increase in the total liability of Elections Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any services that would result in Elections Canada’s total liability being exceeded before obtaining the written approval of the Contracting Authority.
- 6.02.03 With respect to each amount set out in subsection 6.02.01, the Contractor must notify the Contracting Authority in writing as to the adequacy of such amount:
- (a) when it is 75 percent committed, or
 - (b) four months before the Contract expiry date, or
 - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.
- 6.02.04 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Elections Canada’s liability.

Section 6.03 Applicable Sales Tax

- 6.03.01 The estimated amount of sales tax, if applicable, is included in the total estimated cost specified on page 1 of the Contract. The applicable sales tax is not included in the Contract Price, but will be paid by Elections Canada as provided in Article 8 – Payments. The Contractor agrees to remit to the appropriate government agency any amounts of applicable sales tax paid or due.

Article 7 Option to Acquire Additional Goods or Services

- 7.01.01 The Contractor grants to Elections Canada the irrevocable option to acquire the goods, services or both described at article 14 of the Statement of Work under the same terms and conditions and at the prices and/or rates stated in the Contract.

ARTICLES OF AGREEMENT

- 7.01.02 Elections Canada may exercise the option at any time during the Term by sending a written notice to the Contractor at least five Business Days before the Contract expiry date.
- 7.01.03 The option may be exercised only by the Contracting Authority and will be evidenced, for administrative purposes, through a contract amendment.

Article 8 Information Reporting

Section 8.01 Form T1204

- 8.01.01 Pursuant to paragraph 221(1)(d) of the *Income Tax Act*, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies, which includes Elections Canada, to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- 8.01.02 To enable Elections Canada to comply with this requirement, the Contractor must provide the following information within 15 calendar days following the award of the Contract:
- (a) the legal name of the Contractor, i.e. the legal name associated with its business number or Social Insurance Number (SIN), as well as its address and postal code;
 - (b) the status of the Contractor, i.e. an individual, a sole proprietorship, a corporation, or a partnership;
 - (c) the business number of the Contractor if the Contractor is a corporation or a partnership and the SIN if the Contractor is an individual or a sole proprietorship. In the case of a partnership, if the partnership does not have a business number, the partner who has signed the Contract must provide its SIN; and
 - (d) in the case of a joint venture, the business number of all parties to the joint venture who have a business number or their SIN if they do not have a business number.
- 8.01.03 The information must be sent to the Contracting Authority. If the information includes a SIN, the information should be provided in an envelope marked "PROTECTED".

Article 9 Payment and Invoices

Section 9.01 Payment

ARTICLES OF AGREEMENT

- 9.01.01 Elections Canada will pay the Contractor on a monthly basis for that part of the Work performed during the month covered by the invoice in accordance with the Contract if:
- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (b) all such documents have been verified by Elections Canada; and
 - (c) the Work performed has been accepted by Elections Canada.

Section 9.02 Invoices

- 9.02.01 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.
- 9.02.02 Each invoice must be supported by:
- (a) a copy of time sheets to support the time claimed if the basis of payment set out in Article 6 is based on hourly rates;
 - (b) any other documents or progress reports as specified in the Contract to substantiate the Work performed; and
 - (c) a copy of the invoices, receipts and vouchers for all authorized travel and living expenses and other direct expenses.
- 9.02.03 The original and one copy of each invoice along with one copy of the supporting documentation identified in Subsection 8.02.02 must be forwarded to the address shown on page 1 of the Contract for certification and payment.

Article 10 Elections Canada Facilities and Personnel

Section 10.01 Access to the Location of the Work

- 10.01.01 Elections Canada’s facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals

ARTICLES OF AGREEMENT

or documentation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor’s request for access is approved by Elections Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

Section 10.02 Access to Personnel

- 10.02.01 Elections Canada’s personnel is not automatically at the disposal of the Contractor. The Contractor is responsible for timely identification of the need for access to the referenced personnel.
- 10.02.02 Subject to the approval of the Technical Authority, arrangements will be made for the Contractor to access the required personnel at Elections Canada’s earliest convenience.

Article 11 Security Requirement

Section 11.01 Security Requirement

- 11.01.01 The Contractor personnel requiring access to PROTECTED information, assets or Work site(s) must each hold a valid “Reliability Status,” granted or approved by Elections Canada.
- 11.01.02 The Contractor must comply with the provisions of the:
 - (a) Security Requirements Check List, attached at Annex F; and
 - (b) *Industrial Security Manual* (latest edition).

11 Insurance

11.01 Insurance

- 11.01.02 The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its

ARTICLES OF AGREEMENT

liability under the Contract.

12 Applicable Laws

12.01 Applicable Laws

[Note to Bidders]

If the bidder has identified another province or territory in its proposal, this Section will be modified accordingly at contract award.

12.01.02 The Contract must be interpreted and governed by and construed in accordance with the laws of the province of Ontario and the laws of Canada therein.

13 Certificates

13.01 Certificates

13.01.02 Compliance with the certifications provided by the Contractor in its proposal (the “Certificates”) is a condition of the Contract and subject to verification by Elections Canada during the Term. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in the Certificates is untrue, whether made knowingly or unknowingly, Elections Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

[Note to Bidders]

The following Section will be included in the contract if you disclosed your status as a former public servant in receipt of a pension.

13.02 Proactive Disclosure of Contracts with Former Public Servants

13.02.02 By providing information on its status in the Certificates, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* 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.

[Note to Bidders]

When a Fair Price Certification is obtained from a supplier, the following section will be added to the Contract:

ARTICLES OF AGREEMENT

13.03 Fair Price Certification

13.03.02 The Fair Price Certification signed by the Contractor and attached as Annex H is a condition of the Contract and subject to verification by Elections Canada during the Term of the Contract. If it is determined that the certification made by the Contractor in such certification is untrue, whether made knowingly or unknowingly, Elections Canada has the right to terminate the Contract for default in accordance with the General Conditions.

14 Foreign Nationals

[Note to Bidders]

Either Option 1 or Option 2 will form part of the resulting contract, depending if the successful bidder is a Canadian contractor or a foreign contractor.

OPTION 1

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada’s requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

OPTION 2

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor’s country to obtain instructions, information on Citizenship and Immigration Canada’s requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

ARTICLES OF AGREEMENT

15 Access to Information

Records created by the Contractor under the control of Elections Canada are subject to the *Access to Information Act*. The Contractor acknowledges the responsibilities of Elections Canada under the *Access to Information Act* and must, to the extent possible, assist Elections Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the *Access to Information Act* provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the *Access to Information Act* is guilty of an offence and is liable to imprisonment or a fine, or both.

[Note to Bidders]

If applicable, depending on the legal status of the successful bidder, the following Article will form part of the resulting contract and will be completed at the award of the contract.

Article 17 Joint Venture

17.01 Joint Venture Contractor

17.01.01 The Contractor confirms that the name of the joint venture is _____ and that it is comprised of the following members:

[Insert at contract award]

- (a) With respect to the relationship among members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
 - i. _____ has been appointed as the “representative member” of the joint venture Contractor and has full authority to act as agent for each member regarding all matters relating to the Contract;
 - ii. by giving notice to the representative member, Elections Canada will be considered to have given notice to all members of the joint venture Contractor; and
 - iii. all payments made by Elections Canada to the representative member will act as a release by all the members.

ARTICLES OF AGREEMENT

- 17.01.02 All the members agree that Elections Canada may terminate the Contract at its discretion if there is a dispute among the members that, in Elections Canada's opinion, affects the performance of the Work in any way.
- 17.01.03 All the members are jointly and severally liable for the performance of the entire Contract.
- 17.01.04 The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- 17.01.05 The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.



2019 National Electors Study

ANNEX B

PRICING TABLE "A" AND "B"

Annex B

PRICING TABLE A

The Contractor shall be paid an all-inclusive per diem rate as per the table below (applicable sale tax extra) for the provision of services outlined in Annex A - Statement of Work.

TABLE A – ALL INCLUSIVE PER DIEM RATE

Professional Services	All Inclusive Per Diem Rate	Estimated Level of Effort	Extended Price
[insert at contract award]	[insert at contract award]	[insert at contract award]	[insert at contract award]
Total Amount (excluding applicable sale taxes)			[insert at contract award]

For the purposes of defining the All Inclusive Per Diem Rate(s), a day is defined as 7.5 hours exclusive of meal breaks. Payment shall be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day shall be prorated to reflect the actual time worked in accordance with the following formula:

$$\frac{\text{Hours worked} \times \text{Firm Per Diem Rate}}{7.5}$$

No premium will be paid for overtime hours. Payments will be made monthly on weekly time sheets submitted to the Project Authority.

TO A MAXIMUM OF [insert at contract award] (applicable sales tax excluded)

All payments are subject to Government Audit.

Annex B

PRICING TABLE B

The Contractor will be paid in instalments as per Table B below - distributed in proportion to the completion rate of the project (for the provision of the services outlined in Annex A of the Statement of Work).

No travel or accommodation expenses will be covered by or allowed for this project.

Applicable Sales Taxes must be shown separately, if applicable.

TABLE B – FIRM ALL-INCLUSIVE COSTS

	Deliverables	Applicable Sales Taxes	Cost (Excluding Applicable Sales Taxes)
D1 (25%) (mid-July)	a. Revised Project Timeline		
	b. Questionnaire and Screeners W1		
	c. Pre-test report W1	\$ _____	\$ _____
	d. SPSS database W1		
	e. Banner Tables W1		
	f. Topline Report W1		
D2 (25%) (End-October)	a. Questionnaires & screeners W2		
	b. Pre-test reports W2		
	c. SPSS databases W2	\$ _____	\$ _____
	d. Banner Tables W2		
	e. Topline reports W2		
	f. Detailed plan for focus-groups		

<p>D3 (25%) (Beginning - December)</p>	<ul style="list-style-type: none"> a. Questionnaire and screeners W3 b. Discussion guide and screeners for focus-groups c. Pre-test report W3 d. Written report on initial focus-groups e. SPSS database W3 f. Banner Tables W3 g. Topline report W3 	<p>\$ _____</p>	<p>\$ _____</p>
<p>D4 (12.5%) (January 2020)</p>	<ul style="list-style-type: none"> a. Final methodological report b. Final longitudinal database c. Final CSV data tables in both languages d. Final topline report 	<p>\$ _____</p>	<p>\$ _____</p>
<p>D5 (12.5%) (May 2020)</p>	<ul style="list-style-type: none"> a. Final Evaluation of the Voter information campaign b. Long description of graphs found in each report 	<p>\$ _____</p>	<p>\$ _____</p>
<p>Total Cost (Excluding Applicable Sales Taxes)</p>			<p>\$ _____</p>

NOTE: The total Cost (excluding applicable sales taxes) shall be the same for both Table A and Table B. Table B is the breakdown of deliverable where the contractor will be paid by instalments.

Annex C
General Conditions
Services

Article 1 Interpretation

Section 1.01 Definitions

1.01.01 In the Contract, unless the context otherwise requires:

- “Articles of Agreement” means the clauses and conditions incorporated in full text in the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor’s bid or any other document;
- “Canada” means Her Majesty the Queen in right of Canada;
- “Contract” means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;
- “Contracting Authority” means the person designated by that title in the Contract, or by notice to the Contractor, to act as Elections Canada’s representative to manage the Contract;
- “Contractor” means the person, entity or entities named in the Contract to supply goods, services or both to Elections Canada;
- “Contract Price” means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of applicable sales tax;
- “Cost” means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;
- “EC Property” means anything supplied to the Contractor by or on behalf of Elections Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Elections Canada under the Contract;
- “Elections Canada” means the Chief Electoral Officer and any other person duly

authorized to act on his behalf;

“Party” means Elections Canada, the Contractor, or any other signatory to the Contract and “Parties” means all of them;

“Specifications” means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met; and

“Work” means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

Section 1.02 Powers of Elections Canada

All rights, remedies, powers and discretions granted or acquired by Elections Canada under the Contract or by law are cumulative, not exclusive.

Section 1.03 Status of the Contractor

The Contractor is an independent contractor engaged by Elections Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Elections Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Elections Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Elections Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

Section 1.04 Severability

If any provision of the Contract is declared by a court of competent jurisdiction to be unenforceable, that provision is to be either adjusted the minimum necessary to make it enforceable (if permitted by law) or stricken (if not). If adjusting or striking the unenforceable provision would result in failure of an essential purpose of this agreement, the entire agreement is to be held unenforceable. After an unenforceable provision is adjusted or stricken in accordance with this Section 1.04 , the rest of the Contract is to remain in effect as written and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

Section 1.05 Entire Agreement

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

Article 2 Conduct of the Work

Section 2.01 Representation and Warranties

- 2.01.01 The Contractor represents and warrants that:
- (a) it is competent to perform the Work;
 - (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
 - (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
- 2.01.02 The Contractor must:
- (a) perform the Work diligently and efficiently;
 - (b) except for EC Property, supply everything necessary to perform the Work;
 - (c) use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract; and
 - (d) ensure that the Work is of proper quality, using appropriate material and workmanship and meets all the requirements of the Contract.
- 2.01.03 Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to Article 17 , the Contractor must not stop or suspend the Work or part of the Work pending the settlement of any dispute between the Parties about the Contract.
- 2.01.04 The Contractor must provide all reports that are required by the Contract and any other information that Elections Canada may reasonably require from time to time.
- 2.01.05 The Contractor is fully responsible for performing the Work. Elections Canada will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by Elections Canada unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

Article 3 Work

Section 3.01 Specification

- 3.01.01 All Specifications provided by Elections Canada or on behalf of Elections Canada to the Contractor in connection with the Contract belong to Elections Canada and must be used by the Contractor only for the purpose of performing the Work.
- 3.01.02 If the Contract provides that Specifications furnished by the Contractor must be approved by Elections Canada, that approval will not relieve the Contractor of its responsibility to meet all requirements of the Contract.

Section 3.02 Condition of Material

Unless provided otherwise in the Contract, material supplied must be new and conform to the latest issue of the applicable drawing, specifications and part number that is in effect on the bid closing date or, if there was no bid solicitation, the date of the Contract.

Section 3.03 Replacement of Specific Individuals

- 3.03.01 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 3.03.02 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Elections Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
- (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Elections Canada or Canada, if applicable.
- 3.03.03 Upon receiving the notice of replacement of a specific individual, if the Contracting Authority determines that the replacement is acceptable to Elections Canada, the Contracting Authority shall send a written notice to the Contractor confirming its acceptance of the replacement.
- 3.03.04 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with Subsection 3.03.02. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

Section 3.04 Inspection and Acceptance of the Work

- 3.04.01 All the Work is subject to inspection and acceptance by Elections Canada. Inspection and acceptance of the Work by Elections Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Elections Canada will have the right to reject any Work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.
- 3.04.02 The Contractor must provide representatives of Elections Canada access to all locations where any part of the Work is being performed at any time during working hours. Representatives of Elections Canada may make examinations and such tests of the Work as they may think fit. The Contractor must provide all assistance and facilities, test pieces, samples and documentation that the representatives of Elections Canada may reasonably require for the carrying out of the inspection. The Contractor must forward such test pieces and samples to such person or location as Elections Canada specifies.
- 3.04.03 The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Elections Canada. The Contractor must keep accurate and complete inspection records that must be made available to Elections Canada on request. Representatives of Elections Canada may make copies and take extracts of the records during the performance of the Contract and for up to three years after the end of the Contract.

Section 3.05 Time of the Essence

It is essential that the Work be delivered within or at the time stated in the Contract.

Article 4 Subcontracts

Section 4.01 Consent

- 4.01.01 Except as provided in Subsection 4.01.02, the Contractor must obtain the written consent of the Contracting Authority before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
- 4.01.02 The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority:
- (a) purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business;
 - (b) subcontract any portion of the Work as is customary in the carrying out of similar contracts; and

- (c) permit its subcontractors at any tier to make purchases or subcontract as permitted in Paragraphs (a) and (b).

Section 4.02 Subcontractor to be bound by Contract

- 4.02.01 In any subcontract other than a subcontract referred to in Paragraph 4.01.02(a), the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to Elections Canada than the conditions of the Contract.
- 4.02.02 Even if Elections Canada consents to a subcontract, the Contractor is responsible for performing the Contract and Elections Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

Article 5 Harassment in the Workplace

Section 5.01 No Tolerance

The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Elections Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken, which action may be termination of the Contract by reason of default by the Contractor.

Article 6 Payment

Section 6.01 Invoice Submission

- 6.01.01 Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- 6.01.02 Invoices must show:
 - (a) the date, the name and address of Elections Canada, item or reference numbers, deliverable and/or description of the Work, contract number, Procurement Business Number (PBN), the Contractor's business number for tax remission purposes, and financial code(s);
 - (b) details of expenditures in accordance with the basis of payment provision in the

Articles of Agreement, exclusive of applicable sales tax (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);

(c) deduction for holdback, if applicable;

(d) the extension of the totals, if applicable; and

(e) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.

6.01.03 Applicable sales tax must be specified on all invoices as a separate item together with the corresponding registration number issued by the appropriate tax authority. All items that are zero-rated, exempt or to which no sales tax applies, must be identified as such on all invoices.

6.01.04 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

Section 6.02 Payment Period

6.02.01 Provided that Elections Canada has received a duly signed original copy of the Contract, Elections Canada's standard payment period is 30 calendar days. The payment period will commence the date the invoice, in acceptable form and content, is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with Section 6.04 .

6.02.02 If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Elections Canada will notify the Contractor within 15 calendar days of receipt. The 30-day payment period begins upon receipt of the revised invoice or replacement invoice or the Work being corrected. Failure by Elections Canada to notify the Contractor within 15 calendar days will only result in the date specified in Subsection 6.02.01 to apply for the sole purpose of calculating interest on overdue accounts.

Section 6.03 Withholding of Payment

Where a delay referred to in Article 16 – Excusable Delay has occurred, Elections Canada may, at Elections Canada's discretion, withhold all or a portion of any payment due to the Contractor until a "work-around" plan approved by Elections Canada has been implemented in accordance with Article 16. Section 6.04 shall not apply to any amount withheld under this Subsection.

Section 6.04 Interest on Overdue Accounts

6.04.01 For the purpose of this Section:

“Average Rate” means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

“Bank Rate” means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

“date of payment” means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract; and

an amount becomes “overdue” when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

6.04.02 Elections Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Elections Canada for interest to be payable.

6.04.03 Elections Canada will pay interest in accordance with this Article only if Elections Canada is responsible for the delay in paying the Contractor. Elections Canada will not pay interest on overdue advance payments.

Article 7 Accounts and Audit

Section 7.01 Accounts and Audit

7.01.01 The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

7.01.02 If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.

7.01.03 Unless Elections Canada has consented in writing to its disposal, the Contractor must retain all the information described in this Article for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available

for audit, inspection and examination by the representatives of Elections Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Elections Canada may from time to time require to perform a complete audit of the Contract.

- 7.01.04 The amount claimed under the Contract, calculated in accordance with the basis of payment provision in the Articles of Agreement, is subject to audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Elections Canada. Elections Canada may hold back, deduct and set off any credits owing and unpaid under this Article from any money that Elections Canada owes to the Contractor at any time (including under other contracts). If Elections Canada does not choose to exercise this right at any given time, Elections Canada does not lose this right.

Article 8 Taxes

Section 8.01 Municipal Taxes

Municipal Taxes do not apply.

Section 8.02 Provincial Taxes Exemption

- 8.02.01 Except as provided by law, Elections Canada is not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:
- (a) Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:
 - i. British Columbia PST-1000-5001;
 - ii. Manitoba 390-516-0;
 - (b) for Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption certification, which certifies that the goods or services purchased by Elections Canada are not subject to the provincial and territorial sales and consumption taxes because they are purchased by a federal government department or agency with Canada funds for the use of Elections Canada.
- 8.02.02 Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, PST will be payable unless an exemption certification is included in the purchasing document.

Section 8.03 Harmonized Sales Tax

Elections Canada must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and Prince Edward Island.

Section 8.04 Quebec Sales Tax

Elections Canada must pay the Quebec Sales Tax in the province of Quebec.

Section 8.05 Provincial Taxes paid by the Contractor

The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable provincial legislation), including material incorporated into real property.

Section 8.06 Changes to Taxes and Duties

8.06.01 If there is any change to any tax or duty payable to any level of government in Canada after the bid submission date that affects the costs of the Work to the Contractor, the Contract Price will be adjusted to reflect the increase or decrease in the cost to the Contractor.

8.06.02 However, there will be no adjustment for any change that increases the cost of the Work to the Contractor if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change on its cost. There will be no adjustment if the change takes effect after the date required by the Contract for delivery of the Work.

Section 8.07 Applicable Sales Tax

The estimated amount of applicable sales tax is included in the total estimated cost on page 1 of the Contract. The applicable sales tax is not included in the Contract Price but will be paid by Elections Canada as provided in Section 6.01 . The Contractor agrees to remit to the appropriate government agency any amount of applicable sales tax paid or due.

Section 8.08 Tax Withholding of 15 Percent

Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Elections Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

Article 9 Transportation

Section 9.01 Transportation Costs

Unless provided otherwise in the Contract, if transportation costs are payable by Elections Canada under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The costs must be shown as a separate item on the invoice.

Section 9.02 Transportation Carriers' Liability

In light of the federal government's policy of underwriting its own risks, Elections Canada is precluded to pay for insurance or valuation charges for transportation beyond the point at which ownership of goods passes to it (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

Article 10 Ownership

- 10.01.01 Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Elections Canada after delivery and acceptance by or on behalf of Elections Canada.
- 10.01.02 However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that Work paid for by Elections Canada belongs to Elections Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Elections Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 10.01.03 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Elections Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 10.01.04 Upon transfer of ownership to the Work or any part of the Work to Elections Canada, the Contractor must, if requested by Elections Canada, establish to Elections Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Elections Canada may require.

Article 11 Elections Canada Property

- 11.01.01 All EC Property must be used by the Contractor solely for the purpose of the Contract and remains the property of Elections Canada. The Contractor must maintain adequate accounting records of all EC Property and, whenever feasible, mark it as being the property of Elections Canada.
- 11.01.02 The Contractor must take reasonable and proper care of all EC Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage

resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

- 11.01.03 All EC Property, unless it is installed or incorporated in the Work, must be returned to Elections Canada on demand. All scrap and all waste materials, articles or things that are EC Property must, unless provided otherwise in the Contract, remain the property of Elections Canada and must be disposed of only as directed by Elections Canada.
- 11.01.04 At the time of completion of the Contract, and if requested by the Contracting Authority, the Contractor must provide to Elections Canada an inventory of all EC Property relating to the Contract.

Article 12 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Elections Canada or any third party. Elections Canada is liable for any damage caused by Elections Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement or specifically provided for in any supplemental general conditions that form part of the Contract. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

Article 13 Confidentiality

Section 13.01 Confidentiality

- 13.01.01 The Contractor must keep confidential all information provided or made available to the Contractor by or on behalf of Elections Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Elections Canada under the Contract (collectively, the “EC Information”). The Contractor must not disclose any EC Information without the written permission of Elections Canada. The Contractor may disclose to a subcontractor any EC Information necessary to perform the subcontract as long as the subcontractor agrees to keep such EC Information confidential and that it will be used only to perform the subcontract.
- 13.01.02 The Contractor agrees to use the EC Information only for the purpose of the Contract. The Contractor acknowledges that all EC Information remains the property of Elections Canada or the third party, as the case may be. Unless provided otherwise in the Contract, the Contractor must deliver to Elections Canada all such EC Information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as Elections Canada may require.

- 13.01.03 Subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, and to any right of Elections Canada under the Contract to release or disclose, Elections Canada must not release or disclose outside the Government of Canada any information delivered to Elections Canada under the Contract that is proprietary to the Contractor or a subcontractor.
- 13.01.04 The obligations of the Parties set out in this Article do not apply to any information if the information:
- (a) is publicly available from a source other than the other Party; or
 - (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
 - (c) is developed by a Party without use of the information of the other Party.
- 13.01.05 Wherever possible, the Contractor must mark or identify any proprietary information delivered to Elections Canada under the Contract as “Property of (Contractor’s name), permitted uses defined under Elections Canada Contract No. (fill in Contract Number)”. Elections Canada will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
- 13.01.06 If the Contract, the Work, or any information referred to in Subsection 13.01.01 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Elections Canada, the Contractor must at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in the PWGSC Industrial Security Manual and its supplements and any other instructions issued by Canada.
- 13.01.07 If the Contract, the Work, or any information referred to in Subsection 13.01.01 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED, by Elections Canada, representatives of Elections Canada are entitled to inspect the Contractor’s premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract. The Contractor must comply with, and ensure that any subcontractor complies with, all written instructions issued by Elections Canada dealing with the material so identified, including any requirement that employees of the Contractor or of any subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.

Section 13.02 An Oath of Secrecy

The Parties hereby agree to sign any document that is necessary for the execution of this Contract, including but not limited to, an oath of secrecy pertaining to information contained in the Register of Electors, lists of electors and/or any record placed under the responsibility and/or owned by Elections Canada.

Article 14 Copyright

Section 14.01 Copyright

- 14.01.01 In this Section, “Material” means anything that is created by the Contractor as part of the Work under the Contract, that is required by the Contract to be delivered to Elections Canada and in which copyright subsists. “Material” does not include anything created by the Contractor before the date of the Contract.
- 14.01.02 Copyright in the Material belongs to Elections Canada and the Contractor must include the copyright symbol and either of the following notice on the Material: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
- 14.01.03 The Contractor must not use, copy, divulge or publish any Material except as is necessary to perform the Contract. The Contractor must execute any conveyance and other documents relating to copyright in the Material as Elections Canada may require.
- 14.01.04 The Contractor must provide at the request of Elections Canada a written permanent waiver of moral rights, in a form acceptable to Elections Canada, from every author that contributed to the Material. If the Contractor is the author of the Material, the Contractor permanently waives its moral rights in the Material.

Section 14.02 Use and Translation of Documentation

The Contractor agrees that Elections Canada may translate in the other official language any documentation delivered to Elections Canada by the Contractor that does not belong to Elections Canada under Section 14.01 . The Contractor acknowledges that Elections Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Elections Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Elections Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

Article 15 Intellectual Property Infringement and Royalties

- 15.01.01 The Contractor represents and warrants that, to the best of its knowledge, neither it nor Elections Canada will infringe any third party’s intellectual property rights in performing or using the Work, and that Elections Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 15.01.02 If anyone makes a claim against Elections Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Elections Canada, Elections Canada may either defend the claim or may request that the Contractor defend Elections Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal

costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

15.01.03 The Contractor has no obligation regarding claims that were only made because:

- (a) Elections Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract;
- (b) Elections Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications);
- (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Elections Canada (or by someone authorized by Elections Canada); or
- (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software:

"[Supplier name] acknowledges that the purchased items will be used by the Elections Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Elections Canada, will defend both [Contractor name] and Elections Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement."

Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Elections Canada for the claim.

15.01.04 If anyone claims that, as a result of the Work, the Contractor or Elections Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:

- (a) take whatever steps are necessary to allow Elections Canada to continue to use the allegedly infringing part of the Work; or
- (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or

- (c) take back the Work and refund any part of the Contract Price that Elections Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Elections Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Elections Canada for all the costs it incurs to do so.

Article 16 Excusable Delay

- 16.01.01 A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
 - (a) is beyond the reasonable control of the Contractor;
 - (b) could not reasonably have been foreseen;
 - (c) could not reasonably have been prevented by means reasonably available to the Contractor; and
 - (d) occurred without the fault or neglect of the Contractor, will be considered an “Excusable Delay” if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it.
- 16.01.02 Within 15 Business Days of an Excusable Delay, the Contractor must:
 - (a) provide written notice to the Contracting Authority of all the circumstances relating to such Excusable Delay; and
 - (b) provide for approval to the Contracting Authority within 15 Business Days a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.
- 16.01.03 Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
- 16.01.04 However, if an Excusable Delay has continued for 30 calendar days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Elections Canada the portion of any advance payment that is unliquidated at the date of the termination.

16.01.05 Unless Elections Canada has caused the delay by failing to meet an obligation under the Contract, Elections Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

16.01.06 If the Contract is terminated under this Article, the Contracting Authority may require the Contractor to deliver to Elections Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Elections Canada will pay the Contractor:

(a) the value, of all completed parts of the Work delivered to and accepted by Elections Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and

(b) the Cost to the Contractor that Elections Canada considers reasonable in respect of anything else delivered to and accepted by Elections Canada.

The total amount paid by Elections Canada under the Contract to the date of termination and any amounts payable under this Subsection must not exceed the Contract Price.

Article 17 Suspension of the Work

17.01.01 The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 calendar days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 calendar days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under Article 18 or Article 19 .

17.01.02 The Contracting Authority may, whether in the notice of the order or during the 180 calendar days referred to in Subsection 17.01.01, request that the Contractor provide information regarding the status of the Work or outstanding invoices. The Contractor shall respond within the timeline provided in the request.

17.01.03 When an order is made under Subsection 17.01.01, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.

17.01.04 When an order made under Subsection 17.01.01 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for

performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

Article 18 Default by the Contractor

- 18.01.01 If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
- 18.01.02 If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
- 18.01.03 If Elections Canada gives notice under Subsection 18.01.01 or 18.01.02, the Contractor will have no claim for further payment except as provided in this Article. The Contractor will be liable to Elections Canada for all losses and damages suffered by Elections Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Elections Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Elections Canada the portion of any advance payment that is unliquidated at the date of the termination.
- 18.01.04 Upon termination of the Contract under this Article, the Contracting Authority may require the Contractor to deliver to Elections Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Elections Canada may have against the Contractor arising under the Contract or out of the termination, Elections Canada will pay or credit to the Contractor:
- (a) the value, of all completed parts of the Work delivered to and accepted by Elections Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 - (b) the cost to the Contractor that Elections Canada considers reasonable in respect of anything else delivered to and accepted by Elections Canada.

The total amount paid by Elections Canada under the Contract to the date of the termination and any amount payable under this Subsection must not exceed the Contract Price.

- 18.01.05 Title to everything for which payment is made to the Contractor will, once payment is made, pass to Elections Canada unless it already belongs to Elections Canada under any other provision of the Contract.
- 18.01.06 If the Contract is terminated for default under Subsection 18.01.01, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience issued under Subsection 19.01.01.

Article 19 Termination for Convenience

- 19.01.01 At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
- 19.01.02 If a termination notice is given pursuant to Subsection 19.01.01, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Elections Canada. The Contractor will be paid:
- (a) on the basis of the Contract Price, for all completed Work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
 - (b) the Cost to the Contractor plus a fair and reasonable profit for all work terminated by the termination notice before completion; and
 - (c) all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.

Elections Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.

- 19.01.03 The total of the amounts, to which the Contractor is entitled to be paid under this Article, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of

profit, allowance arising out of any termination notice given by Elections Canada under this Article except to the extent that this Article expressly provides. The Contractor agrees to repay immediately to Elections Canada the portion of any advance payment that is unliquidated at the date of the termination.

Article 20 Assignment

- 20.01.01 The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
- 20.01.02 Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Elections Canada.

Article 21 Right of Set-Off

Without restricting any right of set-off given by law, Elections Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Elections Canada by the Contractor under the Contract or under any other current contract. Elections Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Elections Canada by the Contractor which, by virtue of the right of set-off, may be retained by Elections Canada.

Article 22 Amendments and Waivers

Section 22.01 Amendment

- 22.01.01 To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.
- 22.01.02 While the Contractor may discuss any proposed modifications to the Work with other representatives of Elections Canada, Elections Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in accordance with Subsection 22.01.01.

Section 22.02 Waiver

- 22.02.01 A waiver will only be valid, binding or affect the rights of the Parties if it is made in writing by, in the case of a waiver by Elections Canada, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
- 22.02.02 The waiver by a Party of a breach of any condition of the Contract will not be treated or interpreted as a waiver of any subsequent breach and therefore will not prevent it from enforcing that term or condition in the case of a subsequent breach.

Article 23 Codes

Section 23.01 Conflict of Interest and Values and Ethics Codes for the Public Sector

The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Sector or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

Section 23.02 Code of Conduct for Procurement

The Contractor certifies that it has read the *Code of Conduct for Procurement* (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>) and agrees to be bound by its terms.

Article 24 No Bribe or Conflict

Section 24.01 No Bribe

The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Elections Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

Section 24.02 No Conflict of Interest

- 24.02.01 The Contractor must not influence, seek to influence or otherwise take part in a decision of Elections Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority.
- 24.02.02 The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing.
- 24.02.03 If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to

impair the ability of the Contractor to perform the Work diligently and independently.

Article 25 Contingency Fees

25.01.01 The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties.

25.01.02 In this Article:

(a) "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract; and

(b) "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supplement).

Article 26 International Sanctions

26.01.01 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, Elections Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

26.01.02 The Contractor must not supply to Elections Canada any goods or services which are subject to economic sanctions.

26.01.03 The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Elections Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Elections Canada in accordance with Article 19 .

Article 27 Notice

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in the Contract or to such other address, from time to time designated in writing. Any notice will be effective on the day it is received at that address. Any notice to Elections Canada must be delivered to the Contracting Authority.

Article 28 Survival

All the Parties' obligations of confidentiality, representations and warranties set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

Article 29 Governing Law

Section 29.01 Compliance with Applicable Laws

- 29.01.01 The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Elections Canada may reasonably request.
- 29.01.02 The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Elections Canada.

Article 30 Successor and Assigns

The Contract is binding upon and enures to the benefit of Elections Canada and its successors and assigns and the Contractor and its successors and permitted assigns.

Annex
Supplemental Conditions
Personal Information

Article 1 Interpretation

1.01.01 In the Contract, unless the context otherwise requires,

"General Conditions" means the general conditions that form part of the Contract;

"Personal Information" means information about an individual, including the types of information specifically described in the *Privacy Act*, R.S. 1985, c. P-21;

"Record" means any hard copy document or any data in a machine-readable format containing Personal Information;

1.01.02 Words and expressions defined in the General Conditions and used in these supplemental general conditions have the meanings given to them in the General Conditions.

1.01.03 If there is any inconsistency between the General Conditions and these supplemental general conditions, the applicable provisions of these supplemental general conditions prevail.

Article 2 - Ownership of Personal Information and Records

To perform the Work, the Contractor will be provided with and/or will be collecting Personal Information from third parties. The Contractor acknowledges that it has no rights in the Personal Information or the Records and that Elections Canada owns the Records. On request, the Contractor must make all the Personal Information and Records available to Elections Canada immediately in a format acceptable to Elections Canada.

Article 3 - Use of Personal Information

The Contractor agrees to create, collect, receive, manage, access, use, retain, and dispose of the Personal Information and the Records only to perform the Work in accordance with the Contract.

Article 4 - Collection of Personal Information

4.01.01 If the Contractor must collect Personal Information from a third party to perform the Work, the Contractor must only collect Personal Information that is required to perform

the Work. The Contractor must collect the Personal Information from the individual to whom it relates and the Contractor must inform that individual (at or before the time when it collects the Personal Information) of the following:

- (a) that the Personal Information is being collected on behalf of, and will be provided to, Elections Canada;
- (b) the ways the Personal Information will be used;
- (c) that the disclosure of the Personal Information is voluntary or, if there is a legal requirement to disclose the Personal Information, the basis of that legal requirement;
- (d) the consequences, if any, of refusing to provide the information;
- (e) that the individual has a right to access and correct his or her own Personal Information; and
- (f) that the Personal Information will form part of a specific personal information bank (within the meaning of the *Privacy Act*), and also provide the individual with information about which government institution controls that personal information bank, if the Contracting Authority has provided this information to the Contractor.

4.01.02 The Contractor, its subcontractors, and their respective employees must identify themselves to the individuals from whom they are collecting Personal Information and must provide those individuals with a way to verify that they are authorized to collect the Personal Information under a Contract with Elections Canada.

4.01.03 If requested by the Contracting Authority, the Contractor must develop a request for consent form to be used when collecting Personal Information, or a script for collecting the Personal Information by telephone. The Contractor must not begin using a form or script unless the Contracting Authority first approves it in writing. The Contractor must also obtain the Contracting Authority's approval before making any changes to a form or script.

4.01.04 At the time it requests Personal Information from any individual, if the Contractor doubts that the individual has the capacity to provide consent to the disclosure and use of his or her Personal Information, the Contractor must ask the Contracting Authority for instructions.

Article 5 - Maintaining the Accuracy, Privacy and Integrity of Personal Information

The Contractor must ensure that the Personal Information is as accurate, complete, and up to date as possible. The Contractor must protect the privacy of the Personal Information. To do so, at a minimum, the Contractor must:

- (a) not use any personal identifiers (e.g., social insurance number) to link multiple databases containing Personal Information;
- (b) segregate all Records from the Contractor's own information and records;
- (c) restrict access to the Personal Information and the Records to people who require access to perform the Work (for example, by using passwords or biometric access controls);
- (d) provide training to anyone to whom the Contractor will provide access to the Personal Information regarding the obligation to keep it confidential and use it only to perform the Work. The Contractor must provide this training before giving an individual access to any Personal Information and the Contractor must keep a record of the training and make it available to the Contracting Authority if requested;
- (e) if requested by the Contracting Authority, before providing anyone with access to the Personal Information, require anyone to whom the Contractor provides access to the Personal Information to acknowledge in writing (in a form approved by the Contracting Authority) their responsibilities to maintain the privacy of the Personal Information;
- (f) keep a record of all requests made by an individual to review his or her Personal Information, and any requests to correct errors or omissions in the Personal Information (whether those requests are made directly by an individual or by Elections Canada on behalf of an individual);
- (g) include a notation on any Record(s) that an individual has requested be corrected if the Contractor has decided not to make the correction for any reason. Whenever this occurs, the Contractor must immediately advise the Contracting Authority of the details of the requested correction and the reasons for the Contractor's decision not to make it. If directed by the Contracting Authority to make the correction, the Contractor must do so;
- (h) keep a record of the date and source of the last update to each Record;
- (i) maintain an audit log that electronically records all instances of and attempts to access Records stored electronically. The audit log must be in a format that can be reviewed by the Contractor and Elections Canada at any time; and
- (j) secure and control access to any hard copy Records.

Article 6 - Safeguarding Personal Information

The Contractor must safeguard the Personal Information at all times by taking all measures reasonably necessary to secure it and protect its integrity and confidentiality. To do so, at a minimum, the Contractor must:

- (a) store the Personal Information electronically so that a password (or a similar access control mechanism, such as biometric access) is required to access the system or database in which the Personal Information is stored;
- (b) ensure that passwords or other access controls are provided only to individuals who require access to the Personal Information to perform the Work;
- (c) not outsource the electronic storage of Personal Information to a third party (including an affiliate) unless the Contracting Authority has first consented in writing;
- (d) safeguard any database or computer system on which the Personal Information is stored from external access using methods that are generally used, from time to time, by prudent public and private sector organizations in Canada in order to protect highly secure or sensitive information;
- (e) maintain a secure back-up copy of all Records, updated at least weekly;
- (f) implement any reasonable security or protection measures requested by Elections Canada from time to time; and
- (g) notify the Contracting Authority immediately of any security breaches; for example, any time an unauthorized individual accesses any Personal Information.

Article 7 - Appointment of Privacy Officer

The Contractor must appoint someone to be its privacy officer and to act as its representative for all matters related to the Personal Information and the Records. The Contractor must provide that person's name to the Contracting Authority within ten (10) days of from the Effective Date of the Contract.

Article 8 - Quarterly Reporting Obligations

Within thirty (30) calendar days of the end of each quarter (January-March; April-June; July-September; October-December), the Contractor must submit the following to the Contracting Authority:

- (a) a description of any new measures taken by the Contractor to protect the Personal Information (for example, new software or access controls being used by the Contractor);
- (b) a list of any corrections made to Personal Information at the request of an individual (including the name of the individual, the date of the request, and the correction made);
- (c) details of any complaints received from individuals about the way in which their Personal Information is being collected or handled by the Contractor; and
- (d) a complete copy (in an electronic format agreed to by the Contracting Authority and the Contractor) of all the Personal Information stored electronically by the Contractor.

Article 9 - Threat and Risk Assessment

Within ninety (90) calendar days from the Effective Date of the Contract and, if the Contract lasts longer than one year, within thirty (30) calendar days of each anniversary date of the Contract, the Contractor must submit to the Contracting Authority a threat and risk assessment, which must include:

- (a) a copy of the current version of any request for consent form or script being used by the Contractor to collect Personal Information;
- (b) a list of the types of Personal Information used by the Contractor in connection with the Work;
- (c) a list of all locations where hard copies of Personal Information are stored;
- (d) a list of all locations where Personal Information in machine-readable format is stored (for example, the location where any server housing a database including any Personal Information is located), including back-ups;
- (e) a list of every person to whom the Contractor has granted access to the Personal Information or the Records;
- (f) a list of all measures being taken by the Contractor to protect the Personal Information and the Records;
- (g) a detailed explanation of any potential or actual threats to the Personal Information or any Record, together with an assessment of the risks created by these threats and the adequacy of existing safeguards to prevent these risks; and

- (h) an explanation of any new measures the Contractor intends to implement to safeguard the Personal Information and the Records.

Article 10 - Audit

Elections Canada may audit the Contractor's compliance with these supplemental general conditions at any time. If requested by the Contracting Authority, the Contractor must provide Elections Canada (or Elections Canada's authorized representative) with access to its premises and to the Personal Information and Records at all reasonable times. If Elections Canada identifies any deficiencies during an audit, the Contractor must immediately correct the deficiencies at its own expense.

Article 11 - Statutory Obligations

- 11.01.01 The Contractor acknowledges that Elections Canada is required to handle the Personal Information and the Records in accordance with the provisions of federal *Privacy Act*, *Access to Information Act*, R.S. 1985, c. A-1, and *Library and Archives of Canada Act*, S.C. 2004, c. 11. The Contractor agrees to comply with any requirement established by the Contracting Authority that is reasonably required to ensure that Elections Canada meets its obligations under these acts and any other legislation in effect from time to time.
- 11.01.02 The Contractor acknowledges that its obligations under the Contract are in addition to any obligations it has under the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, or similar legislation in effect from time to time in any province or territory of Canada. If the Contractor believes that any obligations in the Contract prevent it from meeting its obligations under any of these laws, the Contractor must immediately notify the Contracting Authority of the specific provision of the Contract and the specific obligation under the law with which the Contractor believes it conflicts.

Article 12 - Disposing of Records and Returning Records to Elections Canada

The Contractor must not dispose of any Record, except as instructed by the Contracting Authority. On request by the Contracting Authority, or once the Work involving the Personal Information is complete, the Contract is complete, or the Contract is terminated, whichever of these comes first, the Contractor must return all Records (including all copies) to the Contracting Authority.

Article 13 - Legal Requirement to Disclose Personal Information

Before disclosing any of the Personal Information pursuant to any applicable legislation, regulation, or an order of any court, tribunal or administrative body with jurisdiction, the Contractor must

immediately notify the Contracting Authority, in order to provide the Contracting Authority with an opportunity to participate in any relevant proceedings.

Article 14 - Complaints

Elections Canada and the Contractor each agree to notify the other immediately if a complaint is received under the *Access to Information Act* or the *Privacy Act* or other relevant legislation regarding the Personal Information. Each Party agrees to provide any necessary information to the other to assist in responding to the complaint and to inform the other immediately of the outcome of that complaint.

Article 15 - Exception

The obligations set out in these supplemental general conditions do not apply to any Personal Information that is already in the public domain, as long as it did not become part of the public domain as a result of any act or omission of the Contractor or any of its subcontractors, agents, or representatives, or any of their employees.

Annex
Supplemental Conditions
Elections Canada to Own Intellectual Property Rights

Article 1 Interpretation

Section 1.01 - Definition

1.01.01 In the Contract, unless the context otherwise requires:

"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work, regardless of whether it is owned by the Contractor or a third party;

"Firmware" means computer programs that are stored in integrated circuits, read-only memory or other similar devices within the hardware or other equipment;

"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;

"General Conditions" means the general conditions that form part of the Contract;

"Intellectual Property" means any information or knowledge of an industrial, scientific, technical, commercial, literary, dramatic, artistic or otherwise creative nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright; this includes but is not limited to any inventions, designs, methods, processes, techniques, know-how, show-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, manuals and any other documents, Software, and Firmware;

"Intellectual Property Right" means any intellectual property right recognized by law, including any intellectual property right protected by legislation such as patents, copyright, industrial design, integrated circuit topography, and plant breeders' rights, or subject to protection under the law as trade secrets and confidential information.

"Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or upon any medium, and any computer database, including any modification.

- 1.01.02 Words and expressions defined in the General Conditions and used in these supplemental conditions have the meanings given to them in the General Conditions. In the event of any inconsistency between the General Conditions and these supplemental conditions, the applicable provisions of these supplemental conditions will prevail.
- 1.01.03 If Supplemental Conditions – Hardware Purchase, Lease and Maintenance and Supplemental Conditions – Licensed Software are also incorporated in the Contract, the provisions of those supplemental conditions concerning the ownership of Intellectual Property will prevail in relation to the subject matter of those supplemental conditions.

Article 2 Record and Disclosure of Foreground Information

- 2.01.01 During and after the performance of the Contract, the Contractor must keep detailed records of the Foreground Information, including details of its creation. The Contractor must report and fully disclose to Elections Canada all Foreground Information as required by the Contract. If the Contract does not specifically state when and how the Contractor must do so, the Contractor must provide this information if requested by the Contracting Authority, whether before or after the completion of the Contract.
- 2.01.02 Before and after final payment to the Contractor, the Contractor must provide Elections Canada with access to all records and supporting data that Elections Canada considers pertinent to the identification of Foreground Information.
- 2.01.03 For any Intellectual Property that was developed or created in relation to the Work, Elections Canada will be entitled to assume that it was developed or created by Elections Canada, if the Contractor's records do not list that Intellectual Property or do not indicate that it was created by the Contractor, or by someone on behalf of the Contractor, other than Elections Canada.

Article 3 - Ownership of Intellectual Property Rights in Foreground Information

- 3.01.01 All Intellectual Property Rights in the Foreground Information belong to the Elections Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property Rights in the Foreground Information, except any right that may be granted in writing by Elections Canada.
- 3.01.02 The Contractor must incorporate the copyright symbol and one of the following notices as appropriate into all Foreground Information that is subject to copyright regardless of the form or medium upon which it is recorded: © Her Majesty the Queen in Right of Canada (year), or © Sa Majesté la Reine du Chef du Canada (année).
- 3.01.03 The Contractor must execute any documents relating to the Intellectual Property Rights in

the Foreground as Elections Canada may require. The Contractor must, at Elections Canada's expense, provide Elections Canada all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Rights in any jurisdiction, including the assistance of the inventor in the case on inventions.

Article 4 - License to Intellectual Property Rights in Background Information

4.01.01 The Contractor grants to Elections Canada a license to use the Background Information to the extent that it is reasonably necessary for Elections Canada to exercise fully all its rights in the deliverables and in the Foreground Information. This license is non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free. The license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.

4.01.02 For greater certainty, Elections Canada's license in the Background Information includes, but is not limited to:

- (a) the right to disclose the Background Information to third parties bidding on or negotiating contracts with Elections Canada and to sublicense or otherwise authorize the use of that information by any contractor engaged by Elections Canada solely for the purpose of carrying out such contracts. Elections Canada will require these third parties and contractors not to use or disclose that information except as may be necessary to bid, negotiate or carry out those contracts;
- (b) the right to disclose the Background Information to other governments for information purposes;
- (c) the right reproduce, modify, improve, develop or translate the Foreground Information and Background Information or have it done by a person hired by Elections Canada. Elections Canada, or a person designated by Elections Canada, will own the Intellectual Property Rights associated with reproduction, modification, improvement, development or translation.
- (d) without restricting the scope of any license or other right in the Background Information that Elections Canada may otherwise hold in relation to any custom-designed or custom-manufactured part of the Work, the right to use and disclose to a contractor engaged by Elections Canada the Background Information as the following purposes:
 - i. For the use, operation, maintenance, repair or overhaul of the custom-designed or custom-manufactured parts of the Work;

- ii. In the manufacturing of spare parts for maintenance, repair or overhaul of any custom-designed or custom-manufactured part of the Work by Elections Canada if those parts are not available on reasonable commercial terms to enable timely maintenance, repair or overhaul.

4.01.03 The Contractor agrees to make the Background Information, including in the case of Software, the source code, promptly available to Elections Canada for any purpose mentioned above. The license does not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract. Furthermore, in the case of commercial off-the-shelf software, the Contractor's obligation to make the source code promptly available to Elections Canada applies only to source code that is within the control of or can be obtained by the Contractor or any subcontractor.

Article 5 Contractor's Right to Grant Licence

5.01.01 The Contractor represents and warrants that it has the right to grant to Elections Canada the license and any other rights to use the Background Information. If the Intellectual Property Rights in any Background Information are owned by a subcontractor or any other third party, the Contractor must have a license from that subcontractor or third party that permits compliance with Article 4 or arrange, without delay, for the subcontractor or third party to grant promptly the required license directly to Elections Canada.

Article 6 - Waiver of Moral Rights

6.01.01 If requested by Elections Canada, during and after the Contract, the Contractor must provide a written permanent waiver of moral rights, as defined in the *Copyright Act*, R.S., 1985, c. C-42, from every author that contributes to any Foreground Information subject to copyright protection that is a deliverable to Elections Canada under the Contract. If the Contractor is an author of the Foreground Information, the Contractor permanently waives the Contractor's moral rights in that Foreground Information.

ANNEX "F"



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat ECGP-RFP-18-0735
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Elections Canada	2. Branch or Directorate / Direction générale ou Direction Policy and Research	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail EC requires the professional services of a public opinion research supplier to conduct its 2019 National Electors Study, which consists of two components: 1) a national longitudinal survey of electors (SoE), and 2) a series of post-electoral focus groups.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
 If Yes, indicate the level of sensitivity:
 Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui
 Short Title(s) of material / Titre(s) abrégé(s) du matériel :
 Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
 Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
 REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
 If Yes, will unscreened personnel be escorted?
 Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIAL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		COSMIC TRÈS SECRET	A	B	C	CONFIDENTIEL		TRÈS SECRET
Information / Assets / Renseignements / Biens / Production	✓															
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
ECGP-RFP-18-0735

Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) Alain Pelletier		Title - Titre Director, Policy and Research	Signature 	Date 4.1.19
Telephone No. - N° de téléphone 819-939-1312	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel alain.pelletier@elections.ca		

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) Denise Bouchard		Title - Titre Security Analyst	Signature 	Date 2019/01/07
Telephone No. - N° de téléphone 819-939-1413	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel		

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?
 No / Non Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées) Stephanie Thomas		Title - Titre Chef d'équipe	Signature 	Date 15 février 2019
Telephone No. - N° de téléphone 819-939-1491	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel stephanie.thomas@elections.ca		

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature	Date
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel		



Annex G
Certificate of Destruction

TO: Elections Canada
Policy and Research
30 Victoria Street
Gatineau, Quebec K1A 0M6

FROM: _____
(company name)

I, _____ of
(Given name) (Surname)
_____ (company name), certify that all originals, copies and back-ups of the
information received from Elections Canada and records collected pursuant to the “Public Opinion
Survey of Electors for the 43rd Federal General Election” for Elections Canada, have been permanently
deleted from the information holdings of _____ (company name).

Description of information/records destroyed:

- Format
- Security Classification

Date information/records were destroyed:

Method used to destroy the information/records:

Location where the information/records were destroyed:

Name of the individual who destroyed the
information/records:

(Signature)

(Date)

Original: Send to: Elections Canada
Policy and Research
30 Victoria Street
Gatineau, Quebec K1A 0M6

Copy: Signatory of Certificate



Annex H Fair Price Certificate

1. I, the undersigned, on behalf of _____ **[INSERT NAME OF SUPPLIER]** (the "Supplier") hereby certifies that as of the date of this certification, the price offered to Elections Canada for the **[INSERT GOOD OR SERVICES]**:
 - (a) is not in excess of the lowest price charged to anyone else, including the Supplier's most favoured customer, for the like quality and quantity of the goods, services or both;
 - (b) does not include an element of profit on the sale in excess of that normally obtained by the Supplier on the sale of goods, services or both of like quality and quantity, and
 - (c) does not include any provision for discounts to selling agents.

2. Attached to this certificate is evidence that the price proposed represents fair value in accordance with this certification:
 - (a) a copy of a paid invoice for similar goods/services in similar quantities and quality issued to another customer; or
 - (b) a copy of a signed contract showing pricing for similar goods/services of similar quantity and quality; or
 - (c) a copy of a pay slip confirming payment by another customer to the Supplier of specified rates or amounts for similar goods/services in similar quantities and quality; or
 - (d) a copy of the current published price list indicating the percentage discount available to Elections Canada; or
 - (e) a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit;
 - (f) Other:

3. The undersigned acknowledges that Elections Canada shall rely on this certification to award the contract. In the event that verification by Elections Canada discloses that this certificate is untrue, whether knowingly or unknowingly, Elections Canada has the right to treat any resulting contract based on this certificate as being in default and to terminate it pursuant to its default provisions.

Dated this ____ day of _____, 20__.

Witness

Signature of Authorized Representative

Print Name of Witness

Print Name of Authorized Representative

Print Title of Authorized Representative



2019 National Electors Study

Part 7

Technical Evaluation Criteria

CONTENTS

- **SECTION A – INSTRUCTIONS TO BIDDERS**
- **TABLE A – MANDATORY TECHNICAL EVALUATION CRITERIA**

#	MANDATORY TECHNICAL EVALUATION CRITERIA	MET/NOT MET
M1	Project Leader	
M2	Project Team	
M3	Research proposal	

- **TABLE B – RATED TECHNICAL EVALUATION CRITERIA**

#	RATED TECHNICAL EVALUATION CRITERIA	MAX. POINTS
R1	Project team - rated	40
R2	Statistician	5
R3	Overall understanding of the research project	15
R4	Quality of the Research Timeline	20
R5	Sample size and number of respondents - overall	20
R6	Sample size and number of respondents – subpopulations	25
R7	Probability sampling strategy	30
R8	Sampling strategy - web panel	20
R9	Follow-up, response rates and attrition	40
R10	Database production	30
R11	Focus-groups	15
R12	Format of the proposal	10
	total possible points	270

- **TEMPLATE A – PROJECT DESCRIPTION TEMPLATE**
- **Annex I – Scoring grid for sample size of specified subpopulations**

SECTION A – INSTRUCTIONS TO BIDDERS

1. In order to facilitate the evaluation of the proposal, EC requests that bidders address and present topics in the same order and with the same headings as the evaluation criteria. Bidders should clearly identify where in their proposal each criterion is addressed. To avoid duplication, bidders may refer to different sections of their proposals by identifying the specific paragraph and page number where the topic has already been addressed.
2. There is no overall passing mark. Most technical point-rated criteria have a passing mark of 60%, while some have no passing mark at all.
3. Unless otherwise specified, demonstrated projects must have a minimum value of 40,000 \$ including taxes, and must have been done for a provincial or federal government agency or department.
4. Projects should have been completed at an advanced stage by the solicitation closing date. For projects that have not been completed, any data collection should be concluded by the solicitation close date.
5. In addition to the information requested in the individual criterion, the bidder is requested to include complete client contact information for each project description including the client contact name, title and telephone number or e-mail address. The client contact for any project must be an employee of the originating client organization. EC reserves the right to request client contact information, at any time during the evaluation process, for the purposes of verification.
6. Proposals should be limited to 20 pages in length, excluding annexes.
7. Unless specified otherwise, the following rating scale will be applied:

Excellent: 100% of points - Response clearly and comprehensively addresses the criteria, and includes exceptional insight or unique perspectives

Very good: 80% of points - Response clearly and comprehensively addresses the criteria

Good: 60% of points - Response generally addresses the criteria, but may have minor gaps in clarity or completeness

Fair: 40% of points - Response somewhat addresses the criteria, with significant gaps

Poor: 20% of point- Response generally does not address the criteria

Unsatisfactory: 0% of points - Response is missing or irrelevant

When an item has fewer than 5 points, points will be rounded to the nearest 0.5. For example, a response that is rated good (60%) on a criteria worth 3 points will score 1.8, which will be rounded to 2.

SECTION B DEFINITIONS

ACET	the Advertising campaign evaluation tool from the Government of Canada
Banner Tables	a document containing frequency tables for all variables with relevant analyses of statistical significance for selected variables of interest, including age group, gender, education and voters vs. non-voters
CATI	computer assisted telephone interviewing
CAWI	computer assisted web interviewing
CEA	the <i>Canada Elections Act</i> , S.C. 2000, c. 9, as amended from time to time
CEO	the Chief Electoral Officer of Canada
Contractor	Business or corporation that provides the services within this contract.
Contractor's Resource	the individual(s) performing the Work
CRIC	Canadian Research Insights Council
EC	means the Office of the CEO, commonly known as Elections Canada
Election Personnel	any individual working for or on behalf of EC, EC staff and EC Contractors, excluding the Contractor, for the purposes of this Contract
Elector	a person who is a Canadian citizen at least 18 years old, and therefore eligible to vote. Some electors do vote (voters) and others do not (non-voters).
Electoral Event	general elections, by-elections, and federally-organized referendums; this SOW concerns the general federal election. The CEA states that an Electoral Event must last a minimum of 37 days and a maximum of 51 days. For the purpose of this SOW, an Electoral Event commences when the writ is issued and concludes on Election Day
ERP	Electoral Reminder Program
GE43	the 43 rd Canadian federal election, announced to be held on October 21 st , 2019 – but which may be held at an earlier date.
Indigenous	includes individuals from First Nations, who are registered or not, as well as those who are Métis or Inuit.
Initial sample	The initial sample in a RDD sampling frame corresponds to all numbers attempted, minus the numbers shown to be invalid. This corresponds to the following elements in the MRIA's response rate calculation formula (empirical method): <ul style="list-style-type: none">• Unresolved (U)

- In-scope, non-responding (IS)
- In-scope, responding (R)

LAC	Library and Archives Canada
<i>MRIA</i>	Marketing Research and Intelligence Association (no longer active)
NEET	Youth age 18-34 who are not in education, employment or training.
NES 2019	National Electors Study for the 2019 Canadian federal election
NYS	National Youth Survey
New Canadians	Persons who are eligible to vote in a Canadian federal election for the first time, following the acquisition of Canadian citizenship. Strictly speaking, they are defined as respondents who were born abroad and who obtained Canadian citizenship after October 19, 2015. Respondents who obtained their permanent residency 10 years ago or less, and who are citizens, can be used as a proxy.
POR	Public Opinion Research
Probability sample	Sample chosen using a method based on the theory of probability.
Probability sampling	Sampling procedures in which each member of a population has a known and non-zero, chance of being selected into a sample. Probability sampling requires a randomized selection procedure.
PSE	post-secondary education
Rolling cross-section (RCS)	A survey design in which a certain number of respondents are interviewed each day during a set period, for example an election campaign. The time at which each individual is included in the sample is determined randomly. Each respondent may only be interviewed once as part of the RCS. In this project, all RCS respondents are recruited from the benchmark wave.
Sampled population	The sampled population of the NES 2019 is Canadian electors residing in Canada
SOE	Survey of Electors
SOW	this Statement of Work.

SPSS	the Statistical Package for Social Science software and refers to either SPSS or PASW Statistics or IBM SPSS Statistics.
Subpopulations	Groups of electors who face documented barriers to the vote. Includes new electors (youth 18-24 and New Canadians), Indigenous electors, and electors with a disability. Other subpopulations of interest include students enrolled in PSE, as well as youth 18-34 who are not in education, employment or training (NEETs).
Technical Authority	technically qualified person at EC responsible for this requirement
User or elector journey mapping	<p>A timeline of the experience of a typical user, showing key actions and points of contact with products or services as they strive to achieve certain goals. It shows the users' needs, expectations, potential routes to achieving their goals, and obstacles they face at each stage. Journey maps typically have visual elements, and are strongly anchored in the user's perspective.</p> <p>Also known as: user experience map, user journey map, customer journey map, among others.</p>
Voter	an elector who has voted in a particular election
Voter Information Campaign	Election Canada's multi-media communications and information strategy implemented during a federal general election to provide Canadian electors with key information on when, where and ways to register and vote, including eligibility criteria and identification requirements. Note that the acronym for the Voter information campaign is not used, as it is understood to refer to the Voter information card.
Voter information card (VIC)	A card sent by mail to each elector in the weeks prior to the election. It informs them that they are registered, and indicates specific voting times and locations.
Web panel	A sample database of potential respondents who declare that they will cooperate for future data collection if selected. The respondents may have been recruited in a variety of ways. Also known as an access panel or convenience web panel.

TABLE A – MANDATORY TECHNICAL EVALUATION CRITERIA

#	Mandatory Technical Evaluation Criteria	Scoring Methodology
M1	<p>Project Leader</p> <p>The bidder must provide the name of a Project Leader who will act as EC’s main point of contact throughout the duration of the contract, and be involved in all aspects of the project.</p> <p>M1a The Project Leader must have led since January 2010¹ a minimum of six (6) public opinion research (POR) projects, each with a contract value of \$40,000 or more including taxes, for federal and/or provincial departments and/or agencies.</p> <p>M1b Two (2) of the projects listed must involve the recruitment of, and design of data collection tools for, at least one (1) subpopulation of interest to EC. These groups are: (a) Canadians with a disability, (b) New Canadians who became permanent residents less than 10 years ago, (c) youth age 18-24, (d) Indigenous respondents.</p> <p>M1c One of these projects must include longitudinal data collection (defined as 2 or more waves of data collection with the same respondents, over a period of 2 months or longer).</p> <p>Submission requirement</p> <p>The bidder must demonstrate the Project Leader’s experience by providing a CV with a description of past POR projects as Project Leader or as Senior Analyst; the project template in the Annex may be used.</p> <p>For each project, the bidder must provide the</p> <ul style="list-style-type: none"> (a) Name of the Department or Agency; (b) Period (start and end date in month-and-year format); (c) Title of the project and value including taxes; (d) Brief overview of the methodology including design, sample size and target population; 	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>

¹ This excludes time spent on parental leave, compassionate leave, leave related to critical illness and leave related to death or disappearance. For example, someone who took two years of leave can include projects dating back to 2008.

#	Mandatory Technical Evaluation Criteria	Scoring Methodology
	<p>(e) Brief description of the services provided;</p> <p>(f) Where possible, hyperlinks to publicly available reports should be provided.</p> <p>Note that additional projects for the Project Leader can be included on the CV and will be rated as part of criteria R1.</p>	
M2	<p>Project Team</p> <p>M2a Project team</p> <p>The bidder must identify in its proposal a proposed project team with clearly defined roles and responsibilities that will perform the required tasks to successfully complete the project.</p> <p>M2b Project team experience</p> <p>Among the proposed resources, there must be at least:</p> <ul style="list-style-type: none"> • one resource with recent experience of at least two (2) evaluations of a communications or advertising campaign; • one resource with recent experience of at least three (3) qualitative projects involving focus-groups and/or interviews. <p>Submission requirement</p> <p>The bidder must outline the proposed team structure by:</p> <ul style="list-style-type: none"> • identifying the number, type/title, and roles/responsibilities of resource categories proposed; • identifying the proposed resource names; and • providing a brief description of the management approach for the proposed team. <p>The bidder must also include for each resource a brief CV of recent project experience, including</p> <ol style="list-style-type: none"> (a) Name of the Department or Agency; (b) Period (start and end date in month-and-year format); (c) Title of the project and value, including taxes; (d) Brief overview of the methodology including design, sample size and target population; (e) Brief description of the services provided. <p>Note that additional projects for the Project Team can be included on</p>	<p><input type="checkbox"/> Met</p> <p><input type="checkbox"/> Not Met</p>

#	Mandatory Technical Evaluation Criteria	Scoring Methodology
	each resource’s CV and will be rated as part of criteria R1.	
M3	<p>Research proposal</p> <p>The Bidder must provide a research proposal that includes the following:</p> <ul style="list-style-type: none"> a) a longitudinal survey methodology, including three (3) waves of data collection; b) a sampling strategy that includes <ul style="list-style-type: none"> • a convenience web panel, • respondents recruited through a probability sample, who respond through a web questionnaire, and • respondents recruited through a probability sample, who respond through a telephone interview; c) an initial sample size of “in-scope” cases ranging from 75,000 to 125,000 for the probability samples; d) combining all samples, a minimum of 15,000 respondents in the final wave of the survey, including a minimum of 7000 selected from the probability sample; e) combining all samples, the minimum sample sizes for all specified subpopulations (section 1.5 of the Methodological framework in Annex I). f) a series of at least 15 focus-groups; g) a minimum of 50% of RDD recruitment calls made to cell phone numbers; <p>Submission requirement</p> <p>The bidder must include elements M3a to M3g in its proposal.</p>	<input type="checkbox"/> Met <input type="checkbox"/> Not Met

TABLE B – RATED TECHNICAL EVALUATION CRITERIA

#	Rated Technical Evaluation Criteria	Min. Pass Mark	Max. Points
R1	<p>Project Leader and team</p> <p>The bidder should demonstrate that the Project Leader and team have additional project experience, in addition to those that count towards the mandatory criteria.</p> <ul style="list-style-type: none"> a) Long longitudinal project – three or more waves of data collection with the same respondents OR three months or more between two waves (4 points per project); b) Short longitudinal project – two waves of data collection with the same respondents (3 points per project); c) Advertising campaign evaluation (2 points per project) d) Cross-sectional study, mixed methods (qualitative and quantitative, 2 points per project); e) Cross-sectional study, qualitative only (1 point per project); f) Cross-sectional study, quantitative only (1 point per project); g) Focus-group facilitation with the general population (1 point per project); h) Focus-group facilitation or individual interviews with respondents from subpopulations of interest (2 points per project). <p>Submission requirement</p> <p>Projects must be included in the CVs for the team leader and proposed resources. In addition, the bidder should provide a summary of projects that count towards additional points, above and beyond the minimum criteria stated in M1 and M2.</p> <p>Scoring methodology</p> <p>Projects must be with a federal or provincial department or agency, and must be for a total value of \$40,000 or more, including taxes.</p> <p>Points are calculated on a person basis, and a project can count for all resources who were involved in it. For example, if three of the proposed resources worked on the same shorter longitudinal project, it will add 9 points to the proposal.</p> <p>Further, a single project can have several characteristics specified in</p>	NA	40

#	Rated Technical Evaluation Criteria	Min. Pass Mark	Max. Points
	<p>R1a to R1i, in which case the points will be added. For example, if a resource has worked on a shorter longitudinal project that used mixed methods, this project will add 5 points.</p> <p>Projects that count towards mandatory criteria M1 and M2 will not be scored.</p> <p>The total for R1 may not exceed 40 points.</p>		
R2	<p>Statistician</p> <p>The Bidder should demonstrate that the team includes one statistician who holds a P.Stat. accreditation from the Statistical Society of Canada or a PStat® accreditation from the American Statistical Association.</p> <p>Submission requirement</p> <p>The Bidder must provide proof of up-to-date accreditation for 2019.</p> <p>Scoring methodology</p> <p>The bidder will receive 5 points for clearly demonstrating they meet the requirement above.</p>	NA	5
R3	<p>Overall understanding of the research project</p> <p>The bidder:</p> <ul style="list-style-type: none"> a) Demonstrates a thorough understanding of the research objectives and client needs (up to 5 points) b) Identifies three to five (3 to 5) key methodological challenges associated with the requirements and proposes viable solutions (up to 10 points) <p>Submission requirement</p> <p>The bidder should demonstrate that they meet the requirement above by rephrasing the study objectives in their own words, and describing foreseen challenges and solutions.</p> <p>Scoring methodology</p> <p>The bidder will receive 15 points for clearly demonstrating they meet the requirement above.</p>	9	15

#	Rated Technical Evaluation Criteria	Min. Pass Mark	Max. Points
	<p>Note: item R3b is judged for the overall analysis, not on a points-per-challenge basis; more challenges identified will not necessarily lead to more points.</p>		
<p>R4</p>	<p>Quality of the Research Timeline</p> <p>The Research Timeline</p> <ul style="list-style-type: none"> a) Clearly presents all key milestones and deliverables (up to 5 points) b) Provides dates and associated completion timelines (up to 5 points) c) Demonstrates an understanding of the milestones and dependencies in the project (up to 5 points) d) Demonstrates timeline feasibility and time control within the prescribed deadlines (up to 5 points) <p>Submission requirement</p> <p>The bidder should demonstrate that they meet the requirement above by providing a detailed project timeline, from kick-off meeting to delivery of final reports.</p> <p>Scoring methodology</p> <p>The bidder will receive up to 20 points (sum of points for R4a–R4d) if they clearly demonstrates that their research timeline meets each criterion (R4a to R4d) above.</p>	<p>12</p>	<p>20</p>
<p>R5</p>	<p>Sample size and number of respondents - overall</p> <p>The bidder should demonstrate that they will exceed the required minima for each survey mode.</p> <p>Submission requirement</p> <p>The bidder should provide estimates of initial sample size and number of respondents at each wave of the survey (W1, W2 including RCS daily targets, and W3a and W3b) for each survey mode (S1, S2 and S3).</p> <p>Scoring methodology</p> <p>The bidder will receive 2 points per 1000 respondents above and beyond the 15,000 minimum number of respondents, up to a total of 20 points.</p>	<p>NA</p>	<p>20</p>

#	Rated Technical Evaluation Criteria	Min. Pass Mark	Max. Points
	e.g. final sample size of 20,000 = 5000 above the minimum = 10 points out of a possible 20 points.		
R6	<p>Sample size and number of respondents – subpopulations</p> <p>The bidder should demonstrate that they will exceed the required minima for specified subpopulations.</p> <p>Submission requirement</p> <p>The bidder should provide sample size and number of respondents estimates for specified subpopulations at the final wave (W3a and W3b) of the survey.</p> <p>Scoring methodology</p> <p>The bidder will receive up to 25 points, based on the scoring grid in Annex A.</p>	NA	25

#	Rated Technical Evaluation Criteria	Min. Pass Mark	Max. Points
R7	<p>Probability sampling strategy</p> <p>The Bidder should provide a recruitment strategy, which demonstrates:</p> <ul style="list-style-type: none"> a) compatibility between the proposed strategy and the sample size targets (up to 5 points); b) an invitation protocol and, if applicable, incentive scheme to maximize participation across a diversity of respondents (up to 5 points); c) a proposed oversampling strategy for subpopulations that ensures high data quality (up to 10 points); d) between 50% and 75% of calls to cell phone numbers as part of the recruitment the probability sample (2 points for each additional 5%, up to 10 points); <p>Submission requirement</p> <p>The bidder must demonstrate that it meets the requirement by stating the details of the sampling strategy in the proposal.</p> <p>Scoring methodology</p> <p>The bidder will receive up to 30 points (sum of points for R7a–R7d) if they clearly demonstrates that their sampling strategy meets each criterion (R7a to R7d) above.</p>	18 points	30 points
R8	<p>Sampling strategy - web panel</p> <p>The bidder should provide sufficient information, as listed below, to demonstrate the quality of the panel and of the panel sampling strategy:</p> <ul style="list-style-type: none"> a) the description of the panel composition, including socio-demographic characteristics, shows diversity of respondents and proximity to the Canadian population including Indigenous respondents, respondents with a disability and immigrant and/or visible minority respondents (up to 10 points); b) an invitation protocol and, if applicable, incentive scheme to maximize participation across a diversity of respondents (up to 5 points); c) the description of data quality checks applied during recruitment and screening, and measures to ensure the 	12 points	20

#	Rated Technical Evaluation Criteria	Min. Pass Mark	Max. Points
	<p>selection of respondents that will answer the survey carefully and truthfully (up to 5 points);</p> <p>Submission requirement</p> <p>The bidder should demonstrate that it meets the requirement above by providing a description of their panel, panel management practices and responses to common sampling challenges.</p> <p>Scoring methodology</p> <p>The bidder will receive up to 20 points (sum of points for R8a–R8c) if they clearly demonstrates that their sampling strategy meets each criterion (R8a to R8c) above.</p>		
R9	<p>Follow-up, response rates and attrition</p> <p>The bidder should describe, for each survey mode, measures to follow-up with respondents, maximize response rates and minimize attrition across survey waves:</p> <ul style="list-style-type: none"> a) web panel (up to 10 points) b) probability – web (up to 10 points) c) probability – phone longitudinal (up to 10 points) <p>The bidder should include measures for the general population, as well as measures specific to subpopulations who may be harder to reach or who may have higher rates of attrition.</p> <p>In addition, the proposal contains sufficient information on panel management practices, including:</p> <ul style="list-style-type: none"> d) standard data management procedures for the panel that show a high level of commitment to ensuring data quality (up to 5 points); e) familiarity with problems of panel data quality in a longitudinal design and solutions to these problems (up to 5 points). <p>Submission requirement</p> <p>For each survey mode, the bidder should demonstrate that it meets the requirement above by providing a description of its practices that maximize response rates and minimize attrition across survey waves.</p> <p>Scoring methodology</p> <p>The bidder will receive up to 40 points (sum of points for R9a–R9e) if they clearly demonstrates that their proposal meets each criterion</p>	24 points	40 points

#	Rated Technical Evaluation Criteria	Min. Pass Mark	Max. Points
	(R9a to R9e) above.		
R10	<p>Database production</p> <p>The bidder should demonstrate knowledge of database production and the ability to produce a high-quality, fully cleaned and coded longitudinal database, as well as smaller cross-sectional databases for each wave of the survey. This includes:</p> <ul style="list-style-type: none"> a) a description of steps to produce interim databases and banner tables following each key phase of the project (W1, key phases of the RCS, W3) (up to 5 points); b) a description of steps to produce the final longitudinal database linking all responses, across survey waves, for each respondent (up to 5 points); c) a description of steps to detect error and maximize the quality of the data collected, including any tests and treatment of responses that fail such tests (up to 5 points); d) a description of overall treatment of data, including treatment of non-response and post-stratification (up to 10 points); e) a description of the approach to be used to evaluate the quality of the final sample and how well it meets the objectives of the study (up to 5 points). <p>Submission requirement</p> <p>The bidder should demonstrate that it meets the requirement above by providing a description of its database production practices.</p> <p>Scoring methodology</p> <p>The bidder will receive up to 30 points (sum of points for R10a–R10e) if they clearly demonstrates that their proposal meets each criterion (R10a to R10e) above.</p>	18 points	30
R11	<p>Focus-groups</p> <p>The bidder should demonstrate expertise with focus-groups, including planning groups, recruiting participants and ensuring adequate logistics. This includes:</p> <ul style="list-style-type: none"> a) a proposed list of focus-groups (including at least the city, the types of participants, the proposed facilitator) that meets the requirements listed in the SoW, or that provides a strong rationale for differing from it (3 points); b) an appropriate recruitment strategy for the general population 	9 points	15 points

#	Rated Technical Evaluation Criteria	Min. Pass Mark	Max. Points
	<p>and for participants from subpopulations of interest (5 points);</p> <p>c) when required, the inclusion of any necessary measures to ensure participants’ needs for accessibility and cultural safety are met (5 points);</p> <p>d) when required, a fit between facilitators and focus-group participants (2 points)</p> <p>Submission requirement</p> <p>The bidder should demonstrate that it meets the requirement above by providing a description of its plans for holding focus-groups.</p> <p>Scoring methodology</p> <p>The bidder will receive up to 15 points (sum of points for R11a–R11d) if they clearly demonstrates that their proposal meets each criterion (R11a to R11d).</p>		
R12	<p>Format of the proposal</p> <p>The Bidder should submit a proposal that is well written and organized, taking into consideration the following elements:</p> <p>a) clarity and conciseness (up to 3 pts)</p> <p>b) organization, including a table of contents (up to 2 pts)</p> <p>c) grammar, spelling and punctuation (up to 3 pts)</p> <p>d) professional presentation (up to 2 points)</p> <p>Submission requirement</p> <p>The bidder should demonstrate that it meets the requirement above by providing a clear, concise, well-organized and error-free proposal.</p> <p>Scoring methodology</p> <p>The bidder will receive up to 10 points (sum of points for R12a–R12d) if they clearly demonstrates that their proposal meets each criterion (R12a to R12d) above.</p>	6 points	10 points
MAXIMUM POINTS AVAILABLE = 270 POINTS			

TEMPLATE A – PROJECT DESCRIPTION TEMPLATE

Project # [Bidder to Insert]	
Bidder name	Name of proposed resource
Client Identification	Project title
	Client name
	Client contact name and title
	Client telephone no. or e-mail address
1. Value of contract, including taxes	
2. Start and end dates (month-year format)	
3. Project description (max. 400 words)	
4. Description of role of the resource on the project (max. 200 words)	

ANNEX A – Scoring grid for sample size of specified subpopulations

Criteria R4 will be scored according to the following table, based on how the proposed sample size for specified subpopulations compares to the required minima specified in the SoW.

Sub-group	Min. number in W3 ²	+ 20% 5 pts	+ 40% 10 pts	+ 60% 15 pts	+ 80% 20 pts	+ 100% 25 pts
Electors with a disability	2250	2700	3150	3600	4050	4500
Indigenous electors	520	624	728	832	936	1040
New Canadians	200	240	280	320	360	400
Youth age 18-34						
Youth age 18-24	1050	1260	1470	1680	1890	2100
Students enrolled in PSE	750	900	1050	1200	1350	1500
Youth 18-34 not in education, employment or training (NEET)	180	216	252	288	324	360

Note that if the proposed sample sizes are greater than the minimum requirement, the bidder will receive the points that correspond to the smallest proportion of additional respondents.

e.g. If the proposal includes 3150 respondents with a disability (+40%), 728 Indigenous respondents (+40%), 240 New Canadians (+20%), 1680 respondents age 18-24 (+60%), 1050 respondents in post-secondary institutions (+40%), and 324 youth 18-34 not in education, employment or training (+80%), the Bidder will receive the points that correspond to +20% of New Canadians (5 points out of a possible 25 points).

² Note that in this case, W3 refers to a combination of W3a and W3b.

Part 8 - Financial Evaluation Proposal Table 2019 National Electors Study

The levels of effort in these tables are estimates only to be used to calculate the total price of the proposal. Bidders must enter an all-inclusive per diem rate (applicable sales taxes excluded) for the completion of all the services defined in Annex A - Statement of Work.

Table #1 - Contract Period to Month/Day/Year				
"A"	"B"	"C"	"D"	"E"
#	Professional Services	ALL-INCLUSIVE PER DIEM RATE	Estimated Level of Effort	Evaluated Cost (C x D)
1		\$ (bidder to insert)	\$ (bidder to insert)	\$ (bidder to insert)
Total Evaluated Cost (SUM of E) excluding applicable taxes				

1. The total proposed price (sum of all costs) must not exceed \$700,000.00.
2. The firm all-inclusive prices indicated in the Financial Tables must:
 - a. include all costs to perform the Work as outlined in Annex A - Statement of Work;
 - b. be in Canadian dollars; and
 - c. exclude applicable sales taxes.



2019 National Electors Study

PART 9

Certificates

Certificates

1. Independent Proposal

1.1. I, the undersigned, on behalf of _____ [insert name of Bidder] (the “Bidder”) in submitting the accompanying proposal (the “proposal”) to Elections Canada for the 2019 National Electors Study hereby make the following statements, that I certify to be true and complete in every respect:

- (a) I have read and I understand the contents of this Certificate;
- (b) I understand that the proposal will be disqualified if this Certificate is found not to be true and complete in every respect;
- (c) I am authorized by the Bidder to sign this Certificate, and to submit the proposal, on behalf of the Bidder;
- (d) each person whose signature appears on the proposal has been authorized by the Bidder to determine the terms of, and to sign, the proposal, on behalf of the Bidder;
- (e) for the purpose of this Certificate and the proposal. I understand that the word “competitor” shall include any individual or organization, other than the Bidder, whether or not an Affiliate of the Bidder, who:
 - i. has been requested to submit a proposal in response to the request for proposal;
 - ii. could potentially submit a proposal in response to the request for proposal, based on their qualification, abilities or experience;
- (f) the Bidder disclosed that (check one of the following, as applicable):
 - i. the Bidder has arrived at the proposal independently from, and without consultation, communication, agreement or arrangement with, any competitor;

OR

- ii. the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for proposals, and the Bidder disclosed, in the attached documents (s) complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultation, communications, agreements or arrangements.

- (g) in particular, without limiting the generality of subparagraphs (f)i. or (f)ii. above, there has been no consultation, communications, agreement or arrangement with any competitor regarding:
- i. prices
 - ii. methods, factors or formulas used to calculate prices;
 - iii. the intention or decisions to submit, or not to submit, a proposal; or
 - iv. the submission of a proposal which does not meet the specifications of the call for proposals;
- except as specifically disclosed pursuant to subparagraph (f)ii. above:
- (h) in addition, there has been no consultation, communications, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for proposals relates, except as specially authorized by the Contracting Authority or as specifically disclosed pursuant to subparagraph (f)ii. above;
- (i) the terms of the proposal have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official proposal opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specially disclosed pursuant to subparagraph (f)ii. above.

2. Former Public Servant

- 2.1. Contracts with 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 with FPS, bidders must provide the information required below.
- 2.2. 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, in the context of the fee abatement formula, 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.

2.3. Is the Bidder a FPS in receipt of a pension as defined above? **YES** **NO**

If yes, the Bidder must provide the following information:

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

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

2.4. Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES** **NO**

If yes, 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 reduction program.
- 2.5. For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.
- 2.6. By submitting a proposal, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

3. Status and Availability of Resources

- 3.1. The Bidder certifies that, should it be awarded a contract as a result of the RFP, every resource proposed in its proposal will be available to perform the Work as required by Elections Canada and at the time specified in the RFP or agreed to with Elections Canada. If for reasons beyond its control, the Bidder is unable to provide the services of its proposed resources, the Bidder acknowledges that Elections Canada may:
- (a) at its sole discretion, either before or after obtaining the name of a replacement in accordance with Section 3.03 of the General Conditions, terminate the Contract for default, pursuant to Article 18 of the General Conditions; or
 - (b) request that the Bidder propose, in accordance with Section 3.03 of the General Conditions, a replacement with similar qualifications and experience. In response to such request, the Bidder must advise the Contracting Authority of the reason for the substitution.
- 3.2. If the Bidder has proposed any resource who is not an employee of the Bidder, the Bidder certifies that it has the permission from that resource to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Elections Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the resource, of the permission given to the Bidder and of his/her availability.

4. Education and Experience

- 4.1. The Bidder certifies that all the information provided in the résumés and supporting material submitted with its proposal, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate.

Furthermore, the Bidder warrants that every resource proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

5. Privacy Act and Personal Information Protection and Electronic Documents Act

5.1. The Bidder hereby certifies that it has reviewed the requirements of this RFP, the resulting contract clauses and, in particular, the requirements concerning the protection of personal information. The Bidder also certifies that it will comply with those terms and ensure that personal information that is managed, accessed, collected, used, disclosed, retained, received, created, or disposed of in order to fulfil the requirements of the Contract shall be treated in accordance with the *Privacy Act*, R.S. 1985, c. P-21, the *Personal Information Protection and Electronic Documents Act*, 2000, c. 5, and Treasury Board privacy policies.

6. General

- 6.1. This certification shall be true and correct throughout the term of the Contract with the same force and effect as if continuously made throughout the term of the Contract.
- 6.2. Furthermore, the Bidder acknowledges that Elections Canada shall rely on this certification to award the Contract. Should the Bidder fail to comply with this certification or in the event that verification or inspection by Elections Canada discloses a misrepresentation on the part of the Bidder, Elections Canada shall have the right to treat any contract resulting from this proposal as being in default and to terminate it pursuant to the default provisions of the Contract.

Signature of the Authorized Representative of Bidder

Date

Print Name of Authorized Representative of Bidder:

Print Title of Authorized Representative of Bidder:

