

Request for Proposals for the Supply of an Internet and Telephone Voting System for the 2022 Municipal and School Board Elections

Township of Augusta

Township of Edwardsburgh-Cardinal

Township of Elizabethtown-Kitley

Township of Front of Yonge

Township of Leeds and the Thousand Islands

Village of Merrickville-Wolford

Municipality of North Grenville

Township of Rideau Lakes

Town of Prescott

Town of Gananoque

City of Brockville

RFP No. TOP2021-ITVS

1.0 Introduction

Eleven member and partner municipalities (hereinafter referred to as “the Clients”) of the United Counties of Leeds and Grenville have decided to proceed with a joint Request for Proposals (RFP) for the supply of an Internet and Telephone Voting System, (hereinafter referred to as the “Voting System”) for the October 2022 Municipal and School Board Elections.

Appendix “E” lists the municipalities with their respective council composition, ward divisions (if any), number of electors at the 2018 elections, and school trustees.

These municipalities are:

1. Township of Augusta;
2. Township of Edwardsburgh-Cardinal;
3. Township of Elizabethtown-Kitley;
4. Township of Front of Yonge;
5. Township of Leeds and the Thousand Islands;
6. Village of Merrickville-Wolford;
7. Municipality of North Grenville;
8. Township of Rideau Lakes;
9. Town of Prescott;
10. Town of Gananoque; and
11. City of Brockville.

The material, equipment and voting system shall be made available in both English and French.

2.0 Alternative Methods of Voting

The following is a list that represents each municipality's method of voting (as known at this time):

Municipality	Internet	Telephone	Paper Ballots	Paper with Tabulator	Vote by Mail
Augusta	X	X			
Edwardsburgh-Cardinal	X	X	X		
Elizabethtown-Kitley	X	X	X		
Front of Yonge	X	X	X		
Leeds and the Thousand Islands	X	X		X	
Merrickville-Wolford	X	X	X		
North Grenville	X	X	X	X	X
Rideau Lakes	X	X			
Prescott	X	X	X		
Gananoque	X	X			
Brockville	X	X			

3.0 Guidelines for Proposals

Proposal submission

Proposals will be evaluated by the Evaluation Team on the criteria outlined at Section 4.0 of this document. The objective of the evaluation and selection process is to identify the proposal that effectively meets the requirements outlined in this RFP and provides the best value to the Clients, not necessarily at the lowest cost. The Clients and each individual municipality reserve the right to negotiate with any or all proponents if deemed necessary. The Clients reserve the right to reject any or all offers and to discontinue this RFP process without obligation and/or liability to any proponent.

Despite a joint RFP, the successful proponent will enter into an individual contract agreement with each municipality and each municipality reserves the right to opt-out from this RFP process. Such a decision shall not impact the outcome of the Proposal.

Each municipality may, at its discretion, hire an independent consultant to verify the accuracy and security of the voting system. As such, the proponents may be asked to provide the use cases that may have been used for the voting system development, and any other document that may be required by the consultant to effectively carry out the verification.

4.0 Criteria for Proposal Submission

The Proponent's proposal shall include the following sections:

- I. Proponent Synopsis;
- II. Executive Summary;
- III. Scope and Approach;
- IV. System Description;
- V. Requirements;
- VI. Project Timing;
- VII. Support;
- VIII. Fees;
- IX. Legal Terms and Conditions.

The detailed requirements for each above-mentioned section are outlined below.

Detailed Response Requirements

I. Proponent Synopsis

This section should identify the official registered name of the company (corporate, partnership, etc.), address, main telephone number, toll free numbers, facsimile numbers, e-mail addresses and contain a description of the company, including year of incorporation, assets, founders, number of employees, etc. This section should also identify the person(s) authorized to

contractually bind the organization and shall describe and provide resumes of the team that will be assigned to the project. Further, this section should provide information regarding the company's experience in Ontario municipal elections and in other relevant fields. This section shall include a minimum of two current corporate references connected with Internet and telephone voting services (i.e. municipal, provincial or federal governments), including company name, contact name, title, address, telephone number, and client relationship synopsis, at least one of which shall be an Ontario municipality.

II. Executive Summary

This section should present a high-level description of the proponent's response to the RFP. It should be a brief overview which identifies the main features and benefits of the proposed electronic voting system.

III. Scope and Approach

This section should detail the various tasks and deliverables from the date the contract is awarded through to the day of the elections and concludes when the period for an application to appeal to the Superior Court of Justice has elapsed.

IV. System Description

This section should include the overall description of the voting system, security features to avoid system hacking to ensure secrecy of the vote, procedures to be completed before votes can be cast, procedures to validate voters, and the method and approach used to manage the overall project and client correspondence. The Clients will be using Datafix (Voterview) software to manage the Voters' List. It is preferred that the system be fully compatible with Datafix (Voterview) software and allow full and live integration with Datafix products until the close of voting. The Voting System shall include intrusion detection programs, firewalls, antivirus and other protection against hacking. The proponent shall be responsible for data protection, data backup and data security.

V. Requirements - Mandatory and Desired

From the list of "Mandatory and Desired" features and services included in Appendices "D.1" and "D.2", the proponent shall state its level of compliance and ability to deliver the features and/or services. If a Proposal does not fulfill the Mandatory Requirements of the RFP (Appendix "D.1") entirely, the Proposal will not proceed to Step Two of the Evaluation.

VI. Project Timing

This section should provide a description of how the project will unfold from the beginning to the end, including a breakdown by phase with the date of delivery.

VII. Support

The Proponent shall describe the technical and logistic support that will be proposed during system installation, and more critically, on the day of elections.

VIII. Fees

This section shall include the fees for each phase of the project. The fee schedule shall be included in a separate sealed envelope clearly identified as to its content.

IX. Legal Terms and Conditions:

a. Insurance Requirements:

The Proponent shall submit a letter from an insurance company licensed to underwrite insurance in the Province of Ontario with an AM Best Rating of no less than A-. Once a proponent is granted the contract it is required that proof of insurance coverage is provided prior to the commencement of the project, and until the termination of the contract or otherwise stated of:

- Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000.00 per Occurrence / Annual aggregate for any negligent acts or omission by the Proponent relating to its obligations under this agreement. Such insurance shall include but is not limited to bodily injury; contractual liability; premises, property and operations; non-owned automobile; broad form property damage; owners & contractors' protective coverage; occurrence property damage; products and completed operations; employees as Additional Insured; contingent employers' liability; Employers Liability; tenants legal liability; cross liability and severability of interest clause. Such insurance shall not contain a failure to perform exclusion.

The policy shall include the Clients as Additional Insured with respect to the operations of the Proponent. The insurance shall be non-contributing and apply as primary and not as excess of any insurance available to the Clients.

- Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$5,000,000.00, inclusive, for each and every loss.

- Professional liability including media liability insurance coverage shall be obtained to a limit of not less than \$5,000,000.00 per claim/aggregate. If such insurance is issued on a claim made basis, coverage shall be maintained for two years following the conclusion of services or include an extended reporting period of one year after expiry of the policy.
- Technology Errors and Omissions Insurance and Network Security: Coverage shall be purchased in an amount not less than \$2,000,000.00, and coverage shall be underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall include coverage for claims resulting from network risks such as data breaches, unauthorized access, theft of confidential information, invasion of privacy, destruction, alteration or damage to electronic information, intellectual property infringement such as copyright, trademarks, service marks and trade dress. The policy shall be renewed for 3 years after contract termination. Evidence of coverage must be provided to the municipality. If the policy is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be provided to the municipality. The municipality has the right to request that an Extended Reporting Endorsement be purchased by the contractor at the contractor's sole expense.
- The policies noted above shall not contain a deductible greater than \$5,000.00. The proponent shall be responsible for all deductibles and the Clients shall bear no cost towards the deductible.
- The proponent is responsible to keep their property/assets insured. Failure to do so shall not impose any liability on the Clients.
- The policies shown above shall not be cancelled unless the Insurer notifies the Clients in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the Clients.
- The proponent shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement.
- The successful Proponent shall defend, indemnify and save harmless the Clients, elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred

expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the successful proponent, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of the project. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the proponent.

The successful proponent agrees to defend, indemnify and save harmless the Clients from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the proponent's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the proponent.

b. Contract Requirements:

The successful proponent shall enter into a formal contract with each municipality noted in Section 1.0 for the services to be provided. Such contract shall incorporate the provisions of this RFP and the specifics of the proponent's proposal. The contract shall be governed by and subject to the laws of Ontario and any applicable federal legislation.

c. Security clearance:

Proponents shall submit a letter of commitment to provide, before the signature of the contract, a criminal check of each member of the team that will be involved throughout the whole election process.

d. Third party:

None of the services to be provided shall be assigned to third parties or subcontractors unless the proponent has the prior written approval of the Clients to do so.

5.0 Evaluation Factors for Award

Proposals will be considered by the Evaluation Team based on the criteria listed below. The Evaluation Team will include a minimum of three clerks from the Clients' municipalities. Proponents shall ensure that the information they provide includes sufficient material to assess the proponent's capabilities in the areas indicated. Proposals will be graded to reflect the quality of the response.

Scoring of Proposals:

Criteria	Evaluation
<p>Step One - Responsiveness to Mandatory Requirements (Appendix “D.1”). If a Proposal does not fulfill the Mandatory Requirements of the RFP (Appendix “D.1”) entirely, the Proposal will not proceed to Step Two of the Evaluation.</p>	Pass/Fail
<p>Step Two – Section 4.0</p> <ul style="list-style-type: none"> ● Proponent Synopsis; 8pts ● Executive Summary; 2pts ● Scope and Approach; 10pts ● System Description/Requirements; 20pts ● Project Timing; 3pts ● Support; 5pts ● Legal Terms and Conditions. 2pts 	50
<p>Minimum Scoring to go to Step Three</p>	40/50
<p>Step Three - Price</p> <ul style="list-style-type: none"> ● If minimum scoring of 40 is reached, the envelope containing the price will be opened. Otherwise, the Proposal is rejected and the envelope containing the price will be returned unopened to the proponent. ● A maximum score of twenty-five points may be allocated to the lowest qualifying Proposal (excluding HST). The second and subsequent Proposals (excluding HST) will be deducted one point in accordance with each \$2,500 variance to the lowest Proposal (points will be rounded up to the nearest whole number, e.g. lower \$35,000, and next one at \$41,600 = \$6,600 difference ÷ \$2,500 = 2.64, will be rounded to minus 3 points. 	25
<p>Total points maximum</p>	75

Proponents may be asked to make a presentation to the Evaluation Team in order to obtain clarification or to give a final scoring in case of ties.

6.0 Proposals Deadline

Proposals shall be submitted no later than 3:00 p.m. on October 20, 2021.

Appendix A – Instructions to Proponents

1. Submission of Proposals

Proponent is responsible for:

- i. providing one hard copy of the Proposal and one digital copy on a USB key (excluding the Price Schedule) to be included in the Proposal envelope;
- ii. submitting the Proposal on the Form of Proposal set forth accompanied by all documents required. No other Form of Proposal will be accepted and any other submitted will be rejected. The Proposal must be signed by an authorized official of the proponent's firm and submitted in a sealed envelope clearly identified on the outside as to its contents (the price shall be in a separate sealed envelope clearly identified as well);
- iii. ensuring that the Price Schedule is submitted in a separate, sealed and clearly identified envelope. Proponents that fail to submit the price in a separate envelope will have their Proposal rejected and removed from further consideration;
- iv. reading the specifications carefully as no changes to the Proposal will be permitted once it is submitted;
- v. understanding that Proposals which are incomplete, conditional or obscure in the sole opinion of the Evaluation Team, may be rejected;
- vi. ensuring that the Proposal is clearly expressed and completed in ink or typewritten. All erasures, overwriting or strikeouts must be initialized;
- vii. understanding that in order for the Proposals to be considered, including Proposals delivered by courier, they must be received at the Town of Prescott, P.O. Box 160, 360 Dibble Street West, Prescott, Ontario, K0E 1T0 by the Proposal Closing Date and Time indicated in this Request for Proposals;
- viii. understanding that the Clients will not accept Proposals submitted by facsimile or other electronic means;
- ix. ensuring that any supplementary information and literature, either as was requested or as deemed by a Proponent to be relevant to its Proposal, be included with the Proposal. Should such additional information in anyway qualify or restrict the Proposal, it may result in the Proposal being rejected.

2. Clarifications:

All questions regarding this RFP are to be addressed by e-mail to Lindsey Veltkamp, Director of Administration/Clerk, no later than the last day for questions at the following e-mail: lveltkamp@prescott.ca.

To ensure consistency and quality of information to proponents, answers to questions will be circulated to all proponents without revealing the source of the questions.

Following receipt of questions, if the Clients believe a correction to this RFP is necessary or desirable, an addendum to the RFP shall be issued and circulated to all proponents.

3. Schedule:

Request for Proposals:	September 22, 2021
Last Day for questions:	October 5, 2021
Answers to questions:	October 13, 2021
Proposal Closing Date:	October 20, 2021 at 3:00 p.m. (Eastern Standard Time)

4. Late Proposals:

Late Proposals will not be accepted. Proposals received after the stipulated Proposal Closing Date and Time will be returned unopened.

5. Proposal Review Process:

Upon request, the names of the proponents and the submitted pricing will be available to the public following the closing of the RFP.

6. Unbalanced Prices:

Documents containing prices which appear to be unbalanced and likely to adversely affect the interest of the Clients may be rejected.

7. Collusion:

Proponents shall not engage in collusion of any sort and shall prepare its Proposal without any knowledge of, comparison of figures with or arrangement with any other person or firm submitting a Proposal for the same requirement.

8. Conflict of Interest:

In connection with its Proposal, each proponent shall:

- (a) avoid any conflict of interest in relation to any members of council of the Clients and disclose any potential conflict of interest with any candidates once nomination papers have been filed;
- (b) disclose to the Evaluation Team without delay any real, apparent or potential conflict of interest that arises during the RFP Process; and
- (c) comply with any requirements prescribed by the Evaluation Team or the clerks after a contract has been signed to resolve any conflict of interest.

If the Evaluation Team believes a conflict of interest exists, it will notify the proponent(s) involved and provide an opportunity to respond and/or explain. In addition to all contractual or other rights or rights available at law, the Evaluation Team may, in its sole discretion, exclude a proponent from this or any future RFP Process if the proponent fails to disclose a real, potential or perceived conflict of interest or the proponent's conflict of interest cannot be resolved to the satisfaction of the Evaluation Team.

9. Return Envelope:

The following is the information required on the return envelopes. Documents to be returned to:

Town of Prescott
360 Dibble Street West, P.O. Box 160
Prescott, Ontario, K0E 1T0

Proposal for: Internet and Telephone Voting System
Proposal number: RFP No. TOP2021-ITVS
Proposal closing: October 20, 2021 at 3:00 p.m.
Company name:

Envelope 1 – Proposal

Proposal for: Internet and Telephone Voting System
Proposal number: RFP No. TOP2021-ITVS
Proposal closing: October 20, 2021 at 3:00 p.m.
Company name:

Envelope 2 – Pricing Information

Appendix B – SPECIAL PROVISIONS

1. Workplace Safety and Insurance Board

The proponent shall pay to the appropriate provincial Board/Commission all assessments and levies owing to the Board/Commission in respect to any resulting contract and any unpaid assessments or levies shall be the sole responsibility of the proponent.

Prior to commencing work, proponents are required to be registered in Ontario and must provide evidence of compliance with the requirements of the Province of Ontario with respect to workers' compensation insurance.

Prior to commencing work, out-of-province proponents not required to be registered in Ontario shall provide proof that their employees are covered by an insurance which offers protection at least equivalent to the protection offered by the Workplace Safety and Insurance Board for work related injuries or sickness.

2. Occupational Health and Safety Act

Proponents should note that, where the provisions of the Province of Ontario's *Occupational Health and Safety Act* and Regulations apply to the services to be provided under a contract resulting from this RFP, all the responsibilities and obligations imposed upon the "Contractor" under this Act must be assumed by the proponent. All costs for services and/or materials required to fulfil these obligations shall be included in the Proposal price quoted. Should the Clients become aware of any violations of this Act and/or regulations, a notification will be made to the appropriate authorities. Where warranted, work could be suspended or terminated without cost to the Clients.

The proponent shall fulfill all obligations of the *Occupational Health and Safety Act*, and further agree to take responsibility for any health and safety violation that may occur. Furthermore, if the Clients (or any of its council members or employees) shall be made a party to any charge under the *Occupational Health and Safety Act* in relation to any violation of the said Act arising out of this contract, the proponent shall indemnify and save harmless the Clients from any and all charges, fines, penalties, and costs that may be incurred or paid by the Clients.

3. Assignment:

The contract(s) shall be binding upon the parties hereto and respective successors.

4. Intent of Proposal:

The intent is to secure Proposals for the supply of an Internet and Telephone Voting System (as per Section 2.0), for the 2022 municipal and school board elections as described in the specifications. It is the Clients' intent that this RFP permits fair and open competition. It shall be the proponent's responsibility to advise the Clients in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. The Clients must receive such notification no later than the last day to submit questions.

5. Specifications:

Unless otherwise stated by the proponent, the Proposal will be considered as being in accordance with the Clients' applicable standard or special specifications outlined in the Proposal document. The Clients reserve the right to determine if the equipment/product being proposed is an acceptable alternate. All goods shall be new and of current production unless otherwise so stated in the Proposal. Any unsolicited alternate Proposal, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this Proposal, may disqualify the Proposal.

Appendix C – GENERAL CONDITIONS

1. Interpretation:

In this document “Project” means the whole of the project, services and materials required to be done, furnished and or performed by the Proponent in order to carry out the contract(s).

2. Status of the Proponent:

The proponent is engaged as an independent contractor for the sole purpose of performing the Project. Neither the proponent nor any of its personnel is engaged as an employee, servant or agent of the Clients.

3. Amendments:

No amendment to the contract(s) shall be binding unless it is incorporated into the contract(s) by written amendment executed by the authorized representatives of the Clients and of the Proponent.

4. Conduct of the Project:

The Proponent represents and warrants that it is competent to perform the Project and it has the necessary qualifications, knowledge, skill and experience to perform the execution of the Project, together with the ability to use those qualifications effectively for that purpose.

The proponent shall supply everything necessary for the performance of the Project.

The proponent shall carry out the Project in a diligent and efficient manner, ensure the Project is of proper quality, material and workmanship, is in full conformity with the specifications, and meets all other requirements of the contract(s).

5. Compliance with Applicable Laws:

The proponent shall comply with all laws applicable to the performance of the Project.

6. Worker’s Rights:

The proponent shall abide by the hours of work and minimum wage rates for occupations involved in accordance with the regulations of the Ministry of Labour or other appropriate legislation of the Province of Ontario or the Government of Canada.

7. Subcontracting:

Unless otherwise provided in the contract(s), the proponent shall obtain the consent of the Clients in writing prior to subcontracting or permitting the subcontracting of any portion of the Project to any other company or organization, including, but not limited, to the printing of the Voter Letters and envelopes.

Notwithstanding the above, the proponent may, without prior consent of the Clients, subcontract such portions of the Project as is customary in the carrying out of similar contracts.

In any subcontract, the proponent shall, unless the Clients otherwise consent in writing, ensure that the subcontractor is bound by the terms and conditions of the contract(s).

8. Assignment:

The contract(s) nor the right to receive payment thereunder, shall not be assigned, in whole or in part, by the proponent without the prior consent in writing by the Clients and any purported assignment made without that consent is void and of no effect.

No assignment of the contract(s) shall relieve the proponent from any obligation under the contract(s) or impose any liability upon the Clients, unless otherwise agreed to in writing by the Clients.

9. Time of the Essence:

Time is of the essence of the contract(s). Legal deadlines shall be respected.

10. Inspection of the Work:

The Project and any and all parts thereof shall be subject to inspection and acceptance of the Clients.

11. Warranty:

The proponent represents and warrants that the Project will be of a proper quality, free from any defect in material and workmanship, and shall be in full conformity with all other requirements of the contract(s).

Notwithstanding prior acceptance of the Project and without restricting any other terms of the Contract or any conditions, warranty or provision implied or imposed by law, the proponent shall replace or repair at its option and its own expense any part of the Project which becomes defective, or which fails to conform to the contract(s) requirements as a result of faulty or inefficient manufacture, material or workmanship.

12. Infringement:

The proponent warrants that no Project furnished in accordance with the contract(s) shall infringe upon any patent, registered industrial design, trademark, trade secret, copyrighted work or other intellectual property right. The proponent, at its sole cost and expense, shall defend and hold harmless the Clients, its agents, employees and customers against any and all suits, actions and/or claims arising out of any and every charge of infringement.

13. Default by the Proponent:

Where the proponent is in default in carrying out any of its obligations under the contract(s), the Clients may, upon giving written notice to the proponent, terminate for default the whole or any part of the contract(s), either immediately, or at the expiration of a cure period specified in the notice if the proponent has not cured the default to the satisfaction of the Clients within that cure period.

Where the proponent becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankruptcy or insolvent debtors, or where a receiver is appointed under a debt instrument or a receiving order is made against the proponent, or an order is made or a resolution passed for the winding up of the proponent, the Clients may, upon giving notice to the proponent, immediately terminate for default the whole or any part of the contract(s).

Upon the giving of a notice provided for in subsections above, the proponent shall have no claim for further payment other than as provided in this section, but shall be liable to the Clients for any amounts, including milestone payments paid by the Clients as well as all losses and damages which may be suffered by the Clients by reason of the default or occurrence upon which the notice was based, including any increase in the cost incurred by the Clients in procuring the Project from another source. The proponent agrees to repay immediately to the Clients the portion of any advance payment that is unliquidated at the date of the termination. Nothing in this section affects any obligation of the Clients under the law to mitigate damages.

14. Termination for Convenience:

Notwithstanding anything to the contrary contained in the contract(s), the Clients may, at any time prior to the completion of the Project, terminate the contract(s) regarding all or any part of the uncompleted Project, by giving written notice to the proponent. Upon receipt of a termination notice, the proponent shall cease the Project in accordance with the notice, but shall proceed to complete such part or parts of the Project that are not affected by the termination notice. The Clients may, at any time or

from time to time, give additional termination notices with respect to any or all parts of the Project not terminated by any previous termination notice.

In the event of a termination notice being given pursuant to the subsection above, the proponent shall be entitled to be paid in accordance with the terms for termination set out in the Form of Proposal.

Only those installment amounts that were due and payable prior to the date of any termination of the contract(s) and the prorated portion of the next installment based on the number of days, if any, since the previous installment shall be payable by the Clients' municipality.

15. Indemnification:

The proponent shall indemnify and save harmless the Clients from any and all claims, demands, causes of action, loss, costs or damages that the Clients may suffer, incur or be liable for resulting from the performance of the proponent of his/her obligations under any resulting contract, as more specifically set out in Section 4.0 IX. Legal Terms and Conditions.

16. Payment:

Payment by the Clients for the Project shall be made following presentation of an invoice which correctly corresponds with the Project provided.

Unless otherwise stated, the period for payments will be within thirty (30) days, calculated from the date the invoice is received, or delivery and acceptance of the work, whichever date is later.

17. Invoices:

Payments may be deferred, at the Clients' discretion, if the following information is not shown on the invoice:

- i. Amount for the total invoice;
- ii. H.S.T. amount;
- iii. Proponent's H.S.T. number;
- iv. Date of invoice; and/or
- v. Clients' name and ship to address.

18. Accounts and Audit:

The proponent shall keep proper accounts and records of the cost to the proponent of the Project and of all expenditures or commitments made by the proponent in connection therewith, and shall keep all invoices, receipts and vouchers relating thereto.

All such accounts and records as well as any invoices, receipts and vouchers shall at all times during the contract period be open to audit, inspection and examination by the Clients.

19. Fraud or Bribery:

Should the proponent, any of his/her agents give or offer any gratuity to, or attempt to bribe any member of the awarding body, officer or servant of the Clients, or to commit fraud against the Clients, the Clients shall be at liberty to declare the proposal void forthwith. The Clients may take the whole or any part of the contract(s) out of the hands of the proponent, and to invoke the provisions of termination.

20. Environmental Purchasing:

The Clients are committed to the principles of sustainable development and will apply environmentally sound practices in fulfilling its mandate in the planning and provision of materials, services and programs. Proponents are encouraged to adopt and promote environmentally sound practices and introduce environmentally sound goods, materials and services when dealing with the Clients.

21. Municipal Freedom of Information and Protection of Privacy Act:

The Clients are subject to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56, as amended ("MFIPPA") with respect to the protection of information under its custody and control. Accordingly, all documents provided to the Clients in response to this RFP may be available to the public unless the party submitting the information requests that it be treated as confidential.

All information is subject to MFIPPA and may be subject to release under the Act, notwithstanding your request to keep the information confidential.

22. Notice:

Any notice shall be in writing and may be delivered by hand, courier, registered mail, facsimile or other electronic means that provides a paper record of the text of the notice, addressed to the party for whom it is intended at the address of the proponent or at the last address of which the sender has received notice in accordance with this section. Any notice shall be deemed to be effective seven days from the day it is delivered, mailed or electronically sent.

23. Survival:

All of the proponent's representations and warranties set out in the contract(s), as well as the provisions concerning indemnity against third party claims, accounts and audits, shall survive the expiry of the contract(s) or the termination of the contract(s), as shall any other provision of the

contract(s) which, by the nature of the rights or obligations set out therein, might reasonably be expected to be intended to survive.

24. Entire Agreement:

The contract(s) constitutes the entire and sole agreement between the parties with respect to the subject matter of the contract(s) and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the contract(s). There are no terms, covenants, representations, statements or conditions binding on the parties other than those contained in the contract(s).

25. Applicable Laws:

The contract(s) and relations between the Parties shall be interpreted, governed, and determined by the laws in force in Ontario.

Form of Proposal

We, the Proponent, hereby offer to supply to the municipalities listed in Appendix “E” (hereinafter referred to as the “Clients”) in accordance with the terms and conditions set out in the “Supply of an Internet and Telephone Voting System for the 2022 Municipal Elections” RFP, an Internet and Telephone Voting System at the price set out below.

DESCRIPTION

The Clients have issued a Request for Proposals for the supply of an Internet and Telephone Voting System (as per Section 2.0) for the 2022 Municipal and School Board Elections (hereinafter referred to as the “Voting System”). The Voting System shall meet the requirements outlined in the RFP. The proposals from all Proponents should include but not be limited to labour, training, configurations, documentation, required materials, detailed support subscriptions package, etc.

Proposal results may be obtained at 613-925-2812 extension 6225 the next business week following the closing of the RFP date. However, until the Evaluation Team has proceeded with the assessment of all proposals received, the price will not be disclosed.

RFP Closing Date: October 20, 2021 at 3:00 p.m. local time

All proposals must be received at the following location not later than the Proposal Closing Date and the time indicated.

**Proposals to: Town of Prescott
360 Dibble Street West, P.O. Box 160
Prescott, Ontario, K0E 1T0**

COMPANY NAME:	TELEPHONE NUMBER:
ADDRESS:	EMAIL ADDRESS:
SIGNATURE: _____ DATE: _____ <i>Authorized Officer must sign</i> _____ <i>(Print or Type Name) Title</i>	

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Price Schedule

I acknowledge having received Addendum # ___ to Addendum # ___;

I acknowledge having received Document # ___ to Document # ___ answering questions submitted to the Clients by Proponents.

The following in total comprise the fees, payable in Canadian Dollars:

Service Fee

The Service Fee for Internet and Telephone Voting System is the sum of:

- a) The total of CAD\$ ___ per eligible voter on the Clients' updated voter's list at the end of Election Day (the "Final Eligible Voters") comprised of the complete package of the **Internet and Telephone Voting System**.
- b) The total of CAD\$ ___ per eligible voter on the Clients' updated voter's list at the end of Election Day (the "Final Eligible Voters") comprised of the complete package of the **Internet Voting System only for those municipalities who opt out of the Telephone Voting**.
- c) The total of CAD\$ ___ per Vote by Mail on Demand Kit (if offered) or required by the Clients.
- d) Harmonized Sales Tax ("HST") as applicable.

Please indicate on a separate sheet, the cost per eligible voter for each option Clients' municipalities may choose to increase security. These fees will not be used in the scoring process.

Installments

The Service Fee for Internet and Voting System is payable in installments as follows. Please indicate and explain the rationale for the different installments required. Use a separate sheet if additional space is required. These installments shall not exceed 50% of total cost of contract, as this amount will only be paid at the end of election period, concluding when the period for an application to appeal to the Superior Court of Justice has expired. These installments may be subject to negotiation between the Proponent and Clients.

- e) _____% on contract signing based on the eligible voters as enumerated in Appendix "E";
- f) _____% on _____ based on _____; and

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- g) 50% at the Election Closing adjusted using the number of final eligible voters on the Clients' municipality's updated voter's list at that date.

Installment amounts include any and all adjustments to prior installments as a result of changes to the number of eligible voters on the Clients' municipality updated voters list for each Clients' municipality as of the date of the installment.

Other Adjustments

In the event that all nominated positions for the 2022 municipal elections in any Clients' municipality are acclaimed and this Clients' municipality does not proceed with the 2022 municipal elections or that all nominated positions for a portion of the geographic extent of the Clients' municipality are acclaimed, the Clients' municipality shall notify the Proponent of such event on or before the Final Candidate List date as per the 2021-2022 Timing Schedule on the Form of Proposal.

In either event, the Clients' municipality shall be responsible for installments due and payable up to the Final Candidate List date based on the total number of eligible electors on the Clients' municipality updated voter's list for the whole of the Clients' municipality as of that date. Such costs are payable by the Clients' municipality within thirty (30) days of the receipt of an invoice for same from the Proponent, plus applicable taxes.

In the latter event, the Clients' municipality shall be responsible for the remaining installments due and payable after the Final Candidate List date based on the number of eligible electors on the Clients' municipality updated voter's list at the end of the election only for the geographic extent of the Clients' municipality where all nominated offices are not acclaimed.

Termination

Only those installment amounts that were due and payable prior to the date of any termination of this Agreement and the prorated portion of the next installment based on the number of days if any since the previous installment shall be payable by the Clients' municipality.

Relationship

Apart from the common RFP, the Clients' municipalities are not responsible for each other nor are they legally and financially liable and committed.

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Schedule – Timing

The Proponent shall provide a timing schedule which outlines the dates when each event shall take place in order to adhere to the legislation and for the 2022 election to occur efficiently. The proposed timetable to be provided by Proponent shall include the events listed below which are mandatory, as well as the Proponent’s requirements. Events in bold are deadlines set by legislation and cannot be changed.

2021-2022 Timing Schedule

EVENT	RESPONSIBILITY OF	TO BE COMPLETED BY (date)
Contract award as per RFP	Client	October 27, 2021
Finalize agreement with each individual municipality	Client & Proponent	December 31, 2021
Question entry on ballot	Client	March 1, 2022
Voter letter and envelope template	Proponent	March 8, 2022
Submission of personalized script templates for both Internet and telephone voting system to each Clients’ municipality	Proponent	March 21, 2022
Reviewing and feedback of personalized system	Client	April 6, 2022
Testing of personalized system in person on site with Clients’ municipalities	Proponent & Client	May 4, 2022
Testing #2 if required in person on site	Proponent & Client	May 11, 2022
Nomination Day (between 9 a.m and 2 p.m.)	Client	August 19, 2022
Final list of candidates (if nomination not enough – until Wednesday August 24, 2022)	Client	August 22, 2022
Pronunciation approval for telephone voting	Client & Proponent	August 31, 2022
Final voter letter and envelope approval	Client & Proponent	August 31, 2022
Script approval for telephone voting	Client & Proponent	August 31, 2022
Preliminary list of electors	Client	Sep 01, 2022
Mock election	Proponent	Sep 14, 2022
Voter letters mailout	Proponent	Sep 23, 2022
Advance voting starts at 9:00 am	Both	Oct 17, 2022
Advance Voting ends at 11:59 pm	Both	Oct 23, 2022
Election Voting Day 12:00am to 8:00 pm	Both	Oct 24, 2022
Last recount day	Client	Dec 9, 2022

Appendix “D.1” – Deliverables - Mandatory

The following deliverables relating to the ability to conduct a municipal election under the *Municipal Elections Act* of Ontario and any applicable by-laws passed by the Clients are required.

#	Requirement	Please identify the section of your proposal that addresses each requirement
1.	The voting system and all documents to be distributed to voters shall be in English and French.	
2.	The Proponent shall have on its team, at least one bilingual person (English and French) that is skilled in both verbal and written communications, assigned to work directly with the Clients throughout the entire election process.	
3.	The Proponent shall have experienced at least one municipal election in the province of Ontario.	
4.	The Proponent shall provide technical and logistical support to the Clients’ staff, including I.T., at all stages during the election process.	
5.	The Proponent shall provide a presentation to the Council of any or all individual municipalities, if requested by the Clerk.	
6.	The Proponent shall provide training to the Clients’ staff.	
7.	During advance voting and on Election day, the Proponent shall be available to help the Clients’ staff via telephone. Questions or problems shall be answered or solved within the hour.	

8.	The Proponent shall obtain each Clients' Clerk's approval of the ballot design for the Internet voting and telephone setup and message prior to the opening of the vote. Both shall be bilingual.	
9.	The Voting system must be compatible with Datafix products and allow for updates until the close of voting.	
10.	The system shall be capable of providing a two-step process to login and to vote in an effort to validate the identity of the voter (VIN + Date of Birth).	
	The system shall include an option to operate the internet voting system in Kiosk mode for those Clients which may operate a voting place.	
11.	The Proponent shall be able to provide the Clients with legal size Voter Letter templates to be used both in French and English in an accessible font for the Clerk's approval. This Voter Letter shall include all information required for the voters to cast their votes (instructions for voting, VIN and password or other security steps required to register, candidates, dates of advance poll, etc.) The Proponent shall be able to provide the Clients with a sample envelope which shall be security tinted for the Clerk's approval.	
12.	The Proponent shall mail the official Voter Letters, sealed in the approved security tinted envelopes, directly to the Voters; except for the Voter Letters destined for multi-residential addresses and institutional addresses. The Proponent shall, if requested, deliver the official Voter Letters for multi-residential addresses and institutions identified by the Clients to each Clients' individual place of business. Cost for delivery to each Clients' place of business shall be included in the price.	

13.	The system provides the Clients with the capacity to produce additional Voter Letters on-demand, onsite.	
14.	The Proponent shall provide a video both in English and French to provide training for the elector on the voting process for both Internet and telephone voting for Clients' municipalities to add to their respective website at least 4 weeks prior to the election.	
15.	The system shall be compatible to allow voting from any computer and any mobile device, including but not limited to, smartphones, tablets and touchscreens.	
16.	The system must allow for the incorporation of questions to voters, if required.	
17.	The Proponent shall provide the opportunity for staff and candidates to test the voting system as per the timing schedule.	
18.	The system must allow the voter the choice to cast its vote via Internet or telephone (as applicable). It must allow voters the possibility to re-access the system if the voting process is interrupted and/or not completed and this from either Internet or telephone access.	
19.	Telephone voting shall be done via a toll-free TouchTone telephone access from Canada and the United States of America.	

20.	The system shall allow the voter a choice of language (French and English) and allow the voter to conduct its entire voting session in that chosen language.	
21.	The voter shall have the capacity to spoil a ballot or to “under vote”, but the system shall not allow over-voting.	
22.	The system shall confirm the voter’s selection, including the spoiling of ballots and under-voting prior to the final casting of the vote. After clicking the “Send Ballot” button, the voter shall be told that sending the ballot is irrevocable and shall be asked to confirm his or her intention to send the ballot by clicking a “Confirm” button. If the voter does not click the “Confirm” button, he or she should be able to return to the ballots to continue voting; but if he or she has confirmed, then the voting is complete. The system shall confirm that the ballot has been cast.	
23.	Voters should be able to reconnect after the computer or telephone have timed out or have been disconnected.	
24.	The system shall not allow the preliminary results of the votes cast until the election process has been ended by authorized electoral staff at the end of voting period.	
25.	On Election Day, specifically at 8:00 p.m., or as determined by the Clerk, the system shall cease to accept new accesses to the Internet and Telephone Voting System, but shall allow any and all votes in process at such time to complete.	

26.	The system shall provide by e-mail or online access to the Clerk, within ten (10) minutes of the Election closing, the signed unofficial tally of the number of votes cast for each candidate and question (if any) for each office in total and also by ward and poll where wards and polls are included in the VNF.	
27.	The system shall have the capacity of conducting a re-tally, which re-tally is agreed by the parties to be a “recount” for the purposes of the Act.	
28.	The system shall have the capacity to hold the advance vote at the date and for the length of time decided by the Clients.	
29.	The system (including any material/information to be made available to the public) shall accommodate voters with disabilities or impairments and abide by the <i>Accessibility for Ontarians with a Disability Act</i> standards in effect.	
30.	The system shall ensure that for Internet voting no contest shall be split across two screen pages. All candidates for the same office shall be visible on one screen.	
31.	The system shall allow the voter to navigate back and forth, change their selections until they click the final button.	
32.	The system shall have the capability for an Auditor to cast a specified audit ballot for each, or any candidate, prior to and during the election. The system must have the capacity for the Auditor to review the number of audit votes currently in the system and the status of each of those votes.	

33.	The Proponent shall provide sufficient voice ports and access lines to provide 10% or less blocking in the busiest hour throughout the voting period using standard queuing theory models.	
34.	The Proponent shall provide 99.99% uptime during advance voting and election day for Internet voting. The Proponent shall provide access with sufficient data ports and access lines to provide industry standard response and performance.	
35.	Once a vote has been cast there shall be no way for anyone, including the voter, to determine how he or she voted.	
36.	The system shall use predefined time-outs to disconnect computers or telephones that stay connected past a pre-set time and which display no activity.	
37.	The system shall have the capacity to track the phone number and/or the IP address where a vote has been cast and to lock access if it is noted that an unusual number of votes are cast from that location.	
38.	The voting system shall protect the privacy, anonymity and integrity of the voter's ballot. The System shall offer no possibility once the vote is cast to make a connection between the voter and the vote cast.	
39.	The system shall have the capacity to disable and enable a VIN (voter identification number) by authorized electoral staff or system administrator.	

40.	The system shall maintain detailed Audit logs to allow analysis or any suspected activity to be reviewed.	
41.	The system shall ensure that a VIN can be used only once for any office or question, independent of access by telephone or Internet.	
42.	The Proponent shall provide a validation process that ensures all the results of the election have been removed from the Proponent's system once the legislative requirement for retention has been met and the Election Official has directed the Proponent to destroy the election information. A data destruction certificate shall be provided to the Clients.	
43.	The system shall include an audit log that records, in sequence, the steps that were performed by the voter.	
44.	The system shall include intrusion detection programs, firewalls, anti-virus and other protection against hacking.	
45.	Internet voting – the actual contents of the voter's votes on the voter's computer shall be kept only in a volatile memory, so that it will be automatically erased in the event of a power failure or rebooting. Votes should not be written to long-term storage on the voter's computer for any reason, even in encrypted form.	

46.	The Proponent shall be responsible for data protection/confidentiality, data backup and data security. A detailed outline is required. The Clients may, through their staff or by an independent security company, audit and inspect the Proponent's proposed solution.	
47.	The Proponent shall outline a system recovery and disaster plan which shall be submitted with the proposal.	
48.	The data centre shall be located in Canada, in a site resistant to any possible weather disaster and shall be self-sufficient as to power and security.	
49.	The Proponent shall provide a backup capacity to ensure a redundant copy of the election database information which is updated at proper intervals.	
50.	The System shall provide a real time, on-site backup system.	

Appendix “D.2” – Deliverables - Desired

The following deliverables relating to the ability to conduct a municipal election under the *Municipal Elections Act* of Ontario and any applicable by-laws passed by the Clients are desired.

#	Service / Feature	Available Yes/No Explanation on separate page
1.	The system is capable of providing additional security measures to ensure the authenticity of the voter (i.e. pre-registration, captcha, etc.)	
2.	The Proponent’s company can obtain a security clearance from either the federal or provincial government.	

Appendix E - Request for Proposals Information on Clients' Municipalities

Elected Positions	Augusta	Edwardsburgh-Cardinal	Elizabethtown-Kitley	Front of Yonge	Leeds and 1000 Islands	Merrickville-Wolford
Mayor	1	1	1	1	1	1
Deputy-Mayor	1	1	--	--	--	--
Councillors - Ward 1	--	--	--	--	3	2
Councillors - Ward 2	--	--	--	--	2	2
Councillors - Ward 3	--	--	--	--	1	--
Councillors - Ward 4	--	--	--	--	--	--
Councillors - Ward 5	--	--	--	--	--	--
Councillors - Ward 6	--	--	--	--	--	--
Councillors - Ward 7	--	--	--	--	--	--
Councillors - Ward 8	--	--	--	--	--	--
Councillors - At large	3	3	6	4	--	--
School Trustees - English Public	--	1		1	1	1
School Trustees - French Public	--			1	1	
School Trustees - English Separate	--	1		1	1	1
School Trustees - French Separate	--	1		1	1	1
Police Village Trustees	--	--	--	--	--	--
Electors at 2018 Elections	5,900	5,064	8,325	2,312	9,658	2,708

Elected Positions	North Grenville	Rideau Lakes	Prescott	Gananoque	Brockville
Mayor	1	1	1	1	1
Deputy Mayor	--	--	--	--	--
Councillors - Ward 1	--	2	--	--	--
Councillors - Ward 2	--	2	--	--	--
Councillors - Ward 3	--	2	--	--	--
Councillors - Ward 4	--	2	--	--	--
Councillors - Ward 5	--	--	--	--	--
Councillors - Ward 6	--	--	--	--	--
Councillors - Ward 7	--	--	--	--	--
Councillors - Ward 8	--	--	--	--	--
Councillors - At large	4	--	6	6	8
School Trustees - English Public	1	1	1	1	1
School Trustees - French Public	1	--	--	--	1
School Trustees - English Separate	1	--	1	1	1
School Trustees - French Separate	1	1	1	1	1
Police Village Trustees	--	--	--	--	--
Electors at 2018 Elections	12,454	12,418	3,216	4,023	15,149

TOTAL OF ELECTORS FOR MUNICIPALITIES IN 2018: 81,227