



TheCounty
PRINCE EDWARD COUNTY + ONTARIO

**THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
REQUEST FOR PROPOSAL**

Electronic Voting Services for 2018 Municipal Election

RFP #2017-CSF-39

USE BLACK OR BLUE PEN TO COMPLETE

Company Name

Address

Postal Code

Telephone Number

Fax Number

Name of Person Signing for Firm

Name of Contact Person

Email Address for Contact Person

Company Web site

Closing June 28th, 2017 at 2:00:00 P.M. Local Time

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Bidders: Mandatory Requirements:

Bidders who have downloaded this document are required to register with The Corporation of the County of Prince Edward, prior to tender submission, failure to register with the County will result in your tender being rejected – no exceptions.

In order to register, please send your contact information to the following:

**Patti White, Purchasing/Budget Clerk
The Corporation of the County of Prince Edward
by email: pwhite@pecounty.on.ca or
by fax: 613-476-7622**

Please be sure to indicate which tender your firm is registering for i.e. #2017-CSF-39

DEFINITIONS AND INTERPRETATIONS

1. Purchasing By-Law:

PROPOSALS will be called, received, evaluated, accepted, and processed in accordance with the MUNICIPALITY'S Purchasing By-law and Procedures (copy available upon request). By submitting a PROPOSAL each PROPONENT agrees to be bound by the terms and conditions & definitions of that By-law and those Procedures and any amendments to them, as fully as if it were reproduced and attached to this RFP. Copies are available by visiting the County's web-site:

www.thecounty.ca/county-government/departments/purchasing/

2. Interpretation: The following rules of interpretation apply:

- a) Each reference to Provincial legislation in this RFP, unless otherwise specified, is a reference to the Revised Statutes of Ontario, 1990 edition, and, in every case, includes all applicable amendments to the legislation, including successor legislation.
- b) The words "shall", and "will" used in this PROPOSAL denote imperative.
- c) The word "and" is an inclusive conjunction, the use of which indicates that all items or phrases in the subsection, article, or list in which it appears are permitted or required, as the case may be. The word "or" is an alternate conjunction, the use of which indicates that alternate or optional items or phrases in the subsection, article or list in which it appears are permitted or required, as the case may be; however, notwithstanding the foregoing, where the context permits, the word "or" may also be an inclusive conjunction having the same meaning as the word "and".

3. Definitions

"Addendum" and "Addenda" means a written addendum document or addenda issued in regards to this RFP.

"Agreement" means a written contract between the Municipality and the contractor that defines the terms and conditions to be fulfilled on behalf of both parties. It outlines the respective duties and obligations as prescribed in this document.

"Approval" or "Approved" means authorized by the Municipality.

"Business Day" means any day other than Saturday, Sunday, public holiday or any other day in Ontario which is a holiday by law.

"Claims" or "Claim" means any demands, claims, liabilities, actions, causes of action, suits, proceedings, executions, liens and otherwise for, without limitation, damages and loss of any kind and any nature whatsoever including property damage, bodily injury (including death), loss of reputation, loss of opportunity,

economic loss, royalties, fines, penalties, interest, charges, expenses and costs (including legal costs on a substantial indemnity basis).

"Council" means the Council of the municipality.

"Electronic Voting Services" means any hardware or software component or device that performs the tabulation of elector's votes. This is not limited to the installation, troubleshooting and technical support of such systems/equipment. Systems are to include electronic vote tabulators of paper ballots, and Internet voting systems.

"Key Personnel" means a supervisor, manager or chief officer.

"Law" or "Laws" means all applicable statutes, laws, orders-in-council, by-laws, regulations, codes, ordinances, notices, rulings, orders, directives, requirements, policies and controls of the federal, provincial and municipal governments, including a by-law of the municipal council of the municipality, and all applicable court orders, judgments and declarations of a court or tribunal of competent jurisdiction; and a reference to any law or to a provision thereof shall be deemed to include a reference to any law or provision enacted in substitution therefore or amendment thereof.

"Licensed Software" or "Software" means machine readable instructions in executable code form and data (and copies thereof) and related updates and upgrades, licensed materials, user documentation, user manuals and operating procedures collectively required to deliver application functionality for a Electronic Voting Services provided by a Vendor to the municipality pursuant to the terms and conditions of a Contract issued for this purpose.

"Project" means the end goal of the municipality to acquire Electronic Voting Services for the 2018 municipal election.

"Proponent" means a legal entity, including a person, partnership or firm, which submits a Proposal in response to this Request for Proposal for Electronic Voting Services.

"Proposal Submission Form" means any of the mandatory proposal submission forms contained in this document to complete the proponent application process.

"Provision" or "Provisioning" means any or all of the act or acts of installing, configuring, testing and deploying a Vote Tabulation System.

"RFP" means Request for Proposal regarding Electronic Voting Services.

"Services" means all services to be provided by a Vendor as described in or

contemplated by this RFP to install, configure, test and deploy for the municipalities' acceptance of the proposed Electronic Voting Services system, and then also include services to support and maintain such a system for a prescribed period of time.

"System" means an Electronic Voting Services System or the mechanisms with which it operates.

"Vendor" means a firm that is providing the services for Electronic Voting Services hardware and software components.

"Vote Tabulator" means a hardware device that will be used to read and count physical ballots at a voting location.

"Work" in the context of this RFP and as contemplated for a subsequent Agreement with the ultimate successful proponent or vendor, shall be understood to mean any or all real property and tangible personal property assets and any or all of the services required to install, configure, test and deploy an Electronic Voting Services System within and for the participating municipalities including, where applicable, licensing fees and support/maintenance costs for agreed time period of time.

PART A - INSTRUCTIONS TO PROPONENTS

1) CONTRACT/ INTENT

The Council for The Corporation of the County of Prince Edward has approx. 22,000 electors and by By-law confirmed that Internet Voting and Voting by Paper Ballots utilizing Vote Tabulators as the preferred options for the 2018 Municipal and School Board Election.

The Corporation of the County of Prince Edward invites qualified vendor to submit proposals to install and operate electronic voting services during elections in 2018 for the County of Prince Edward.

This will include (but is not limited to) the training of municipal staff on how to operate electronic voting services and consistent monitoring of these electronic services before, during and after the election has been completed.

This RFP provides detailed information for Proponents who have the necessary qualifications and experience to fulfill the requirements of the RFP. Please read it carefully.

2) PROPOSAL DELIVERY & OPENING

- a) PROPOSALS made on the forms provided must be submitted in a sealed package, clearly marked **2017-CSF-39** and must be submitted to the following address to the attention of the following individual **prior to 2:00:00 p.m., Local Time, June 28th, 2017** (the "deadline for submission"). PROPOSALS must be time-stamped at the below location to be considered. Late submissions will not be accepted and will be returned unopened without exception. The time stated on the time stamp located in the following office shall be the only recognized timepiece for the purpose of this submission.

Clerk's Department
THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
332 Main Street, 2nd Floor
Picton, ON K0K 2T0

USE RETURN "LABEL" (page) PROVIDED IN THIS TENDER PACKAGE

(Tape or glue it to the front of your submission envelope)

- b) PROPONENTS shall submit one document marked "original" and **one (1) additional copy**. **The package must include the signed Proposal sheet and any forms provided in the Request for Proposal document to be completed by the Proponent.**
- c) In the event that the PROPOSAL is too large for an envelope, the PROPOSAL shall be **sealed** in a carton clearly marked with the CONTRACT number and description.
- d) The use of the mail or courier services for delivery of a PROPOSAL will be at the risk of the PROPONENT.

In the event that the PROPOSAL is received by a means other than 'in person' and is received past the submission deadline, it will be time stamped and returned unopened by courier.

- e) **Note: Since PROPOSALS must be submitted in a sealed envelope, submissions by facsimile or electronic delivery secure site or otherwise, are not acceptable.**
- f) The MUNICIPALITY shall not be liable for any cost of preparation or presentation of PROPOSALS, and all PROPOSALS and accompanying documents submitted by the PROPONENT become the property of the MUNICIPALITY and will not be returned. There will be no payment to PROPONENTS for work related to and materials supplied in the preparation, presentation and evaluation of any PROPOSAL, nor for the CONTRACT negotiations whether they are successful or unsuccessful.
- g) The MUNICIPALITY, its elected officials, employees and agents shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any PROPONENT, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the MUNICIPALITY of any PROPOSAL, or by reason of any delay in the acceptance of any PROPOSAL.
- h) PROPOSALS will be opened at a public proposal opening meeting 15 minutes following the deadline for submission in the Committee Room, The Corporation of the County of Prince Edward, 332 Main Street, 2nd Floor, Picton, ON and PROPONENTS are invited to attend. Only the names of the PROPONENTS and their compliance status will be read out at the opening. No additional information will be disclosed at that time. Requests for information as disclosed at the public opening shall be in writing, directed to the individual indicated in Part A, item 4 of this RFP.

3) PROPOSAL SUBMISSION

- a) Submission of a PROPOSAL will constitute acceptance of all provisions contained in this RFP on the part of all PROPONENTS.
- b) When submitting a PROPOSAL, PROPONENTS must ensure that all areas of this RFP that require information are completed and submitted in accordance with the instructions, including but not limited to a completed original Schedule of Prices. Failure to do so may result in the incomplete PROPOSAL being rejected.
- c) If a PROPOSAL does not conform in every detail with the Terms of Reference attached to this RFP as Part C, the PROPONENT is required to explain the deviation in the PROPOSAL.
- d) All PROPOSALS must be made upon the Form of Proposal/Agreement to Contract attached to this RFP as Part D.
- e) The PROPOSAL must bear an original signature of an authorized signing officer of the PROPONENT or the PROPOSAL may be rejected. If a joint

PROPOSAL is submitted it must be signed by signing officers of each of the joint PROPONENTS.

- f) PROPOSALS which are incomplete, conditional, illegible, or obscure or which contain reservations, erasures, alterations, or irregularities will be declared IMPROPER and may be rejected. PROPOSALS must be legible, written in ink, or by typewriter. PROPOSALS written in pencil will not be considered. In the case of an error in extending the unit prices, the unit price shall determine the quoted price.
- g) None of the conditions contained on the Proponent's standard or general conditions of sale shall be of any effect unless explicitly agreed to by the MUNICIPALITY and specifically referred to on the Contract.
- h) Any erasures or corrections to a PROPOSAL must be initialed or noted by the PROPONENT or the PROPOSAL may be deemed as IMPROPER and may not be considered.

4) INQUIRY

- a) All inquiries regarding this RFP shall be directed, in writing, to the attention of Patti White, Purchasing Clerk fax at: (613) 476-7622 or by email to pwhite@pecounty.on.ca. A fax cover sheet, entitled "Questions for Clarification" is included for the PROPONENT'S convenience.
- b) **Should a Bidder have any questions or need further clarification, he/she should contact the County representative named in this document. Questions will only be received until 4:00 p.m. on June 21st, 2017, to enable the County to prepare an addendum (if any). Questions received after 4:00 p.m. on June 21st, 2017 may not be acknowledged nor answered.**
- c) Any inquiries will be responded to in writing. Any clarification shall not alter the PROPOSAL. Oral arrangements or discussions cannot be relied upon.
- d) If during the period prior to submission of PROPOSALS, the MUNICIPALITY determines, in its sole and unfettered discretion, that part of the PROPOSAL requires formal amendment or clarification, written addenda to this PROPOSAL will be produced and distributed to all known PROPONENTS. In that case, the PROPOSALS shall identify the addenda and indicate how they respond to them. The PROPONENT shall list and attach any addenda that were considered when the PROPOSAL was prepared. Failure to execute and return any and all addenda issued by the MUNICIPALITY will result in the PROPOSAL being deemed as IMPROPER.
- e) PROPONENTS attempting to contact MUNICIPAL staff or elected officials other than the contact indicated in this RFP in subsection a) above, for whatever reason, during the PROPOSAL or evaluation process, are advised that such action may result in their disqualification from the process and removal of their name from the BIDDER'S LIST. If consultation is deemed to be necessary by the MUNICIPALITY, a pre-proposal meeting of all PROPONENTS and MUNICIPAL staff will be arranged at a location of the

MUNICIPALITY'S choosing. The MUNICIPALITY reserves the right to change the deadline for submission, if necessary, to accommodate such a meeting.

- f) Although The Corporation of the County of Prince Edward will make every reasonable effort to ensure a PROPONENT receives all addenda issued, it is the PROPONENT'S ultimate responsibility to ensure all addenda have been received.
- g) All references to PROPONENTS include all staff from the proposing organization as well as all Proponents and sub-contractors that the proposing organization may hire to supply the SERVICES.
- h) A proponent may submit a question by fax, and request that the question and answer not be circulated to other consultants. The Corporation of the County of Prince Edward will determine if the question points to an error or shortcoming in the RFP. If that is the case, The Corporation of the County of Prince Edward reserves the right to ignore the consultant's request, and will notify all interested consultants of the error and what corrective action to take. If the information is not critical, but The Corporation of the County of Prince Edward judges it fair to circulate the answer to all proponents, the enquiring proponent will be given the opportunity to withdraw the question. If none of the above conditions exists, and the question reveals a proponent's unique proposal strategy, The Corporation of the County of Prince Edward will honour the consultant's request and respond only to the enquiring proponent.

5) PROPOSAL CONTENT

PROPOSALS will be deemed complete if they include:

- a) A completed title page including the legal name and address of the head office of the PROPONENT. A blank title page is provided as part of this RFP.
- b) A completed and executed Form of Proposal - Agreement to Contract and Schedule of Prices, attached to this RFP as Part D.
- c) Reference list, attached to this RFP as Part D. PROPONENTS must provide three appropriate references, listing completed projects of a similar size and nature, including contact names and telephone numbers.
- d) A detailed information package, clearly identifying each item as outlined in Part C of this RFP.

If any of the above information (items (a) through (d) inclusively) is missing or deficient, the MUNICIPALITY reserves the right, in its sole and unfettered discretion, to request written clarification, or, if substantively remiss, to reject the PROPOSAL in its entirety.

6) PROPOSAL EVALUATION

PROPOSALS will be evaluated on the basis of information provided by the PROPONENT at the time of the submission as well as the previous experience of the PROPONENT in this marketplace.

PROPOSALS will be evaluated by the representatives of the Municipality and staff members. The evaluation team will compile a "short list", and the County may contact those PROPONENTS for interviews. The MUNICIPALITY may ask PROPONENTS to provide further information or clarification on the contents of their PROPOSAL or may be required to confirm statements on capacity, capability or costs.

PROPOSALS will be evaluated and scored based on the information supplied in accordance with Part C, as well as the following requirements:

- a. PROPOSAL quality: including organization, clarity, completeness, content and presentation;
- b. PROPONENT experience in similar or related projects as well as their experience with government bodies;
- c. The cost effectiveness of each PROPOSAL will be based upon the information supplied in Part C.
- d. Background and proposed staffing experience, is this an area of expertise? Has the proponent indicated similar projects/background?
- e. Project Control/Measurable: does the proponent show significant experience /planning to meet objectives?
- f. Price: was the proposal within budget? Does the criteria justify the price?
- g. Specifications: Were RFP questions answered? Was the challenge in RFP sufficiently addressed?
- h. Quality/Methodology/Creativity: Was this unique, innovative, insightful? Good quality of thinking? Were you impressed with process used?

7) ACCEPTANCE OF TERMS

Each PROPONENT, by submitting a PROPOSAL, represents that the PROPONENT has read, completely understands, and accepts the terms, conditions, and terms of reference of the RFP in full.

PART B – STANDARD TERMS AND CONDITIONS

1) INTENT

The intent of this RFP is to secure one PROPONENT for all SERVICES, for all departments and/or agencies but the MUNICIPALITY reserves the right to choose more than one PROPONENT.

2) ACCEPTANCE

- a) As soon as practicable after opening the PROPOSALS, the MUNICIPALITY will endeavour to act upon them. The acceptance of a PROPOSAL will be notice in writing signed by a duly authorized representative of the MUNICIPALITY, and no other act of the MUNICIPALITY shall constitute the acceptance of a PROPOSAL. Acceptance of a PROPOSAL by the MUNICIPALITY shall bind the PROPONENT to execute the CONTRACT.
- b) The CONTRACT shall consist of and have priority in the following order:
 - i) The contract for services
 - ii) the RFP;
 - iii) and the Proponent's PROPOSAL.
- c) The above mentioned documents will be interpreted in precedential order as they are named above regardless of the chronological order in which they are issued or executed. This means, in effect, that if there is a discrepancy between a term in the MUNICIPALITY'S Contract for Services and a term in the chosen PROPOSAL, the term in the Contract for Services prevail to the extent of the discrepancy.
- d) The MUNICIPALITY may accept a PROPOSAL in whole or in part, whether the TOTAL ACQUISITION COST be the lowest or not, and may reject any or all PROPOSALS. There shall be no requirement of this RFP, implied or otherwise, that the PROPOSAL representing the lowest TOTAL ACQUISITION COST will be selected or preferred. The RFP process is used as a means of evaluating a number of criteria (one of which is TOTAL ACQUISITION COST). PROPONENTS must submit their PROPOSALS in accordance with all items identified in Part A, Part B, Part C and Part D of this RFP.
- e) The MUNICIPALITY reserves the right to award by items, groups of items, parts of items or parts of groups of items, or all items of the PROPOSAL, and to award CONTRACTS to one or more PROPONENTS; to accept or reject any PROPOSAL in whole or in part; to waive irregularities and omissions in the MUNICIPALITY'S sole and unfettered discretion, if in so doing, the best interests of the MUNICIPALITY will be served. No liability shall accrue to the MUNICIPALITY for its decision in this regard.
- f) Should the MUNICIPALITY receive only one (1) PROPOSAL on commodities/ services that have a known multiple source potential, the right is reserved to recall or cancel the competition.

- g) All PROPOSALS shall be irrevocable for one hundred and twenty (120) days following the deadline for submission to allow sufficient time for evaluation of the PROPOSALS and for the investigation of the PROPONENTS.
- h) Upon acceptance of a PROPOSAL, (or any part of it), by the MUNICIPALITY, the successful PROPONENT shall, if requested by the MUNICIPALITY to do so, execute and enter into an additional formal contract that is satisfactory to the MUNICIPALITY, to properly secure the CONTRACT resulting from the acceptance of a PROPOSAL (or any part of it) and to embody indemnity and related provisions that in the opinion of the MUNICIPALITY are required to protect the MUNICIPALITY. If at any time the MUNICIPALITY, in its sole and unfettered discretion, decides that satisfactory terms and conditions cannot be realized with a successful PROPONENT, the MUNICIPALITY reserves the right to enter into negotiations and finalize a CONTRACT with an alternative PROPONENT or revise and reissue this RFP or cancel this RFP. If the MUNICIPALITY exercises such right, the successful PROPONENT has no legal claim or recourse against the MUNICIPALITY, its elected officials, employees and agents for any expenses, costs, loss or damages incurred or suffered.
- i) No PROPOSAL shall be accepted from any person or PROPONENT who, has a claim or has instituted a legal proceeding against the MUNICIPALITY or against whom the MUNICIPALITY has a claim or has instituted a legal proceeding, without the prior approval of the MUNICIPAL Council. This applies whether the legal proceeding is related or unrelated to the subject matter of this RFP.

3) PROPONENT ELIGIBILITY

- a) PROPONENTS must meet the MUNICIPALITY'S requirements for experience. The MUNICIPALITY will disqualify any PROPONENT who cannot provide the following, when requested by the MUNICIPALITY:
 - i. proof that they have previously held and satisfactorily completed a contract of the size and type being proposed; or
 - ii. proof of employment in the type of service being proposed and written references as to their satisfactory performance; or
 - iii. adequately demonstrate that they have the ability to provide the necessary expertise and resources to satisfactorily complete the CONTRACT.
 - iv. evidence of sufficient professional liability insurance.
- b) The MUNICIPALITY reserves the right to investigate and evaluate the experience, capability, registration and financial position of any PROPONENT prior to an award of a CONTRACT. The MUNICIPALITY reserves the right to reject any PROPONENT OR PROPOSAL based on the information obtained.

This PROPOSAL is made by the PROPONENT without any connection,

knowledge, comparison of figures or arrangement with any other person or persons making a PROPOSAL for the same SERVICES, and is in all respects fair and without collusion or fraud.

4) ASSIGNMENT

- a) The PROPONENT shall not assign the CONTRACT (or any portion of it) without the prior written consent of the MUNICIPALITY.
- b) It is understood and agreed that the PROPONENT will be an independent SUPPLIER and that all services will be performed by the employees or agents of the PROPONENT. Sub-contracting agreements made by the PROPONENT will not release the PROPONENT from any obligation to the MUNICIPALITY with respect to the performance of the CONTRACT. Joint or consortium PROPOSALS must have one prime PROPONENT who will be responsible for overall project success, provide one point of contact and a single billing point. The MUNICIPALITY shall not be responsible for payment to the Proponent's partners, sub-contractors or suppliers in the event the prime PROPONENT defaults on its responsibilities. The prime PROPONENT must communicate such to its partners, sub-Contractor and suppliers. The prime PROPONENT must also provide the MUNICIPALITY with a written statement outlining function components that the sub-Contractor(s) will be offering. The MUNICIPALITY must grant prior written approval, in its sole and unfettered discretion, for any assignment and all sub-Contractors.

5) INDEMNIFICATION

- a) The PROPONENT agrees that it will continuously save, keep harmless and fully indemnify the MUNICIPALITY, its elected officials, employees and agents and its successors and assigns, from and against all actions, claims, and demands whatsoever which may be brought against or made upon the MUNICIPALITY and the PROPONENT also agrees that it will continuously save, keep harmless and fully indemnify the MUNICIPALITY, its elected officials, employees and agents and its successors and assigns, against all types of losses, liabilities, claims, costs or expenses which the MUNICIPALITY may incur resulting from or arising out of the Consultant's failure to exercise reasonable care, skill or diligence in their performance or rendering of any SERVICES or SERVICES to be performed or rendered by the PROPONENT, pursuant to the CONTRACT.
- b) The PROPONENT shall indemnify the MUNICIPALITY from all claims arising out of unpaid accounts relating to the CONTRACT. The MUNICIPALITY shall have the right at any time to require satisfactory evidence that the SERVICES (or any part of it) in respect of which any payment has been made or is to be made by the MUNICIPALITY is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

6) CHARACTER OF WORKERS

- a) The reference to "workers" refers to workers of the PROPONENT and its sub-Contractor's (if any), and includes Corporate Officers.
- b) The PROPONENT agrees to employ only orderly, competent, and skilful workers. Whenever the MUNICIPALITY informs the PROPONENT in writing that any worker is, in its sole and unfettered opinion, incompetent, unfaithful or disorderly, the PROPONENT will ensure that the worker in question is removed from the work and shall not be further employed on the CONTRACT without the MUNICIPALITY'S written consent.

7) PROJECT SITE WORKING CONDITIONS

It is the PROPONENT'S responsibility to investigate the project site and the nature of the work and inform itself, before bidding, of all the physical and working conditions and administrative practices applicable.

8) PATENTS AND COPYRIGHTS

- a) The PROPONENT shall, at its sole expense, defend all claims, actions or proceedings against the MUNICIPALITY based on any allegations that the SERVICES (or any part of it) constitutes an infringement of any patent, copyright or other proprietary right, and shall pay to the MUNICIPALITY all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client basis occasioned to the MUNICIPALITY in this regard.
- b) The PROPONENT shall pay all royalties and patent license fees required for the SERVICES.
- c) If the SERVICES (or any part of it) is in any action or proceeding held to constitute an infringement of any patent, copyright or other proprietary right, the PROPONENT shall either secure for the MUNICIPALITY the right to continue using the SERVICES or shall, at the Proponent's sole expense, replace the infringing SERVICES with non-infringing SERVICES or modify it so that the SERVICES no longer infringes.

9) ERRORS AND OMISSIONS OF THE PROPONENT

Errors, mistakes, or omissions made by the PROPONENT, its agents, employees, or workmen shall be rectified by the PROPONENT at its sole expense.

10) QUANTITIES

- a) Unless otherwise specified in this RFP, quantities shown are approximate and furnished without liability on behalf of the MUNICIPALITY. They are supplied as a basis for comparison only.
- b) Unless otherwise stated, payment will be by the unit complete at the PROPOSAL price on the actual quantities deemed acceptable by the MUNICIPALITY.

11) TERMS OF PAYMENT

- a) Unless alternate payment terms are specified in the Terms of Reference attached to this RFP as Part C, the MUNICIPALITY will accept billing for 100 percent of the actual value of each element of the SERVICES provided or performed in each month and accepted by the MUNICIPALITY. Invoices will be payable by the MUNICIPALITY 30 days after they are received. Where required by the Construction Lien Act, appropriate monies may be held back until 45 days after successful provision of the SERVICES or completion of the SERVICES, as the case may be.
- b) Payments made by the MUNICIPALITY, including final payment, shall not relieve the PROPONENT from its obligations or liabilities under the CONTRACT.
- c) Acceptance by the PROPONENT of the final payment shall constitute a waiver of claims by the PROPONENT against the MUNICIPALITY, except those previously made in writing in accordance with the CONTRACT and still unsettled.
- d) The MUNICIPALITY shall have the right to withhold from any sum otherwise payable to the PROPONENT any amount sufficient to remedy any defect or deficiency in the SERVICES, pending correction of the deficiencies or any amount sufficient to satisfy any claim the MUNICIPALITY has against the PROPONENT resulting from a previous CONTRACT, a legal proceeding or unpaid accounts, including property or business taxes.

12) UNPAID ACCOUNTS

The PROPONENT must indemnify the MUNICIPALITY from all claims arising out of unpaid accounts relating to the SERVICES and/or SERVICES. The MUNICIPALITY shall have the right at any time to require satisfactory evidence that the SERVICES in respect of which any payment has been made or is to be made by the MUNICIPALITY is free of and clear of construction or other liens, attachments, claims, and demands, charges or other encumbrances.

13) CHANGES IN THE SERVICES OR SERVICES

The MUNICIPALITY may, without invalidating the CONTRACT, direct the PROPONENT to make changes to the SERVICES. When a change causes an increase or decrease in the SERVICES, the CONTRACT price shall be increased or decreased by the applicable unit price, or in the absence of applicable unit prices, by an amount to be agreed upon in writing between the MUNICIPALITY and PROPONENT. All changes must be in writing.

14) NON-PERFORMANCE

- a) The MUNICIPALITY reserves the right to determine, in its sole and unfettered discretion; non-performance of the CONTRACT, including the

level of quality of SERVICES provided and further reserves the right to cancel any or all of the CONTRACT if the PROPONENT fails to correct deficiencies upon thirty (30) days written notice. The MUNICIPALITY'S evaluation and determination in this regard shall be final and not reviewable by any court or tribunal.

- b) In the event that the PROPONENT fails or neglects to comply with any condition set out in the CONTRACT, the CONTRACT may be unconditionally cancelled by the MUNICIPALITY without notice.
- c) The MUNICIPALITY reserves the right to remove from the BIDDERS' LIST (disqualify), for an indeterminate period (minimum two (2) years), the name of any PROPONENT for breach of the terms and conditions of this RFP or for unsatisfactory performance of the CONTRACT. This disqualification will apply to the terminated PROPONENT as the Bidder or PROPONENT on future quotations, tenders or requests for proposal or as a sub-trade to a Bidder or PROPONENT on future competitions (quotations, tenders, or proposals) issued by the MUNICIPALITY. The MUNICIPALITY also reserves the right to publish the names of all disqualified PROPONENTS in any future quotation, tender or requests for proposal.

15) PRICING (TERM OF AGREEMENT)

- a) Prices proposed must include all incidental costs and the PROPONENT must be satisfied as to the full requirements of the RFP. No claims for extra work or SERVICES will be entertained and any additional SERVICES must be authorized in writing prior to commencement. Should the PROPONENT require more information or clarification on any point, it must be obtained prior to the submission of the PROPOSAL.
- b) Should any additional or any variation of any tax or duty, imposed by the Government of Canada or Province of Ontario become directly applicable to any SERVICES, prior to delivery or completion of the SERVICES, the appropriate increase or decrease in the price of the SERVICES, shall be made to compensate for the change as of the effective date.
- c) The PROPONENT shall be responsible for the collection and remittance of all applicable taxes, and agrees to hold the MUNICIPALITY harmless in this regard.
- d) All prices bid must be in Canadian funds and shall include currently applicable customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the SERVICES save and except the Harmonized Sales Tax where applicable.
- e) The unit price prevails in cases of discrepancies between unit prices and extensions. The MUNICIPALITY will make all necessary corrections to any PROPOSAL that is in error through addition or extension; the corrected value prevailing, and all PROPONENTS shall be bound by such corrections.

16) UNIT PRICES

Bid prices shall be F.O.B. delivered to Picton, Ont. Unit prices shall be firm and shall include all federal excise tax, duty, freight and shall be subject to Harmonized Sales Tax. Applicable taxes shall be shown separately in the spaces provided on the Proposal form.

17) DISCLOSURE

- a) Total bid prices will only be made available if provided to the MUNICIPALITY'S Council in a public report.
- b) Submissions of PROPOSALS as a result of this RFP are in accordance with the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*.
- c) Release of information contained in the PROPOSAL may be requested by anyone under the *MFIPPA* unless they contain either a trade secret or information that if disclosed would result in harm to the PROPONENT. This would include scientific, technical, financial or labour relations information.
- d) All requests for information must be made in writing and submitted to the MUNICIPALITY'S Clerk.
- e) To prevent the release of information the PROPONENT must state that the PROPOSAL is submitted in confidence and indicate the nature of the confidential information and what harm would result from the release.

18) WITHDRAWAL OR QUALIFYING OF PROPOSALS

- a) If, after submission of a PROPOSAL, a PROPONENT receives an addenda issued by the MUNICIPALITY, AND the addenda content does NOT alter the original submission of that PROPOSAL, the PROPONENT shall sign the addenda and deliver it to the CLERK'S DEPARTMENT. The addenda shall be in a sealed envelope, which clearly identifies the contents of it. The envelope shall include the following information: Proponent's name (or company name under which the original PROPOSAL was submitted), the appropriate competition document reference and the addenda number.
- b) If after submission of a PROPOSAL, a PROPONENT receives an addenda issued by the MUNICIPALITY, and the information contained in the addenda DOES alter the original submission of the PROPONENT, the PROPONENT shall 'withdraw' its previous submission in accordance with the withdrawal procedures outline below.
- c) A PROPONENT who has already submitted a PROPOSAL may submit a further PROPOSAL at any time up to the deadline for submission. The last PROPOSAL received shall supersede and invalidate all PROPOSALS previously submitted by that PROPONENT for this RFP.
- d) A PROPONENT who has submitted a PROPOSAL may request that its PROPOSAL be withdrawn. (Adjustments or corrections to a PROPOSAL submitted will not be allowed). The withdrawal shall be allowed if the request is made before the deadline for submission. Withdrawal requests must be directed to the MUNICIPALITY'S CLERK'S DEPARTMENT by letter, fax,

email or in person. Telephone requests will not be considered. Withdrawals will be handled in accordance with the MUNICIPALITY'S Purchasing By-law.

19) CONTRACT CANCELLATION

- a) The MUNICIPALITY shall have the right to cancel any uncompleted or unperformed portion of the SERVICES or part of them. In the event of such cancellation, the MUNICIPALITY and the PROPONENT shall negotiate a settlement.
- b) The MUNICIPALITY shall not be liable to the PROPONENT for loss of anticipated profit on the cancelled portion or portions of the CONTRACT. In the event that the PROPONENT fails or neglects to comply with any condition outlined in the CONTRACT, the CONTRACT may be unconditionally cancelled by the MUNICIPALITY without notice.

20) LAWS AND REGULATIONS

The PROPONENT shall comply with relevant federal, provincial and municipal statutes, regulations and by-laws pertaining to the CONTRACT and its performance. The PROPONENT shall be responsible for ensuring similar compliance by its suppliers and sub-contractors. The CONTRACT shall be governed and interpreted in accordance with the laws of the Province of Ontario.

21) DEFAULT BY PROPONENT

- a) If the PROPONENT: commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the PROPONENT makes a general assignment for the benefit of its creditors; then, in any such case, the MUNICIPALITY may, without notice, terminate the CONTRACT.
- b) If the PROPONENT: fails to comply with any request, instruction or order of the MUNICIPALITY; or fails to pay its account; or fails to comply with or persistently disregard statutes, regulations, by-laws or directives of relevant authorities related to the SERVICES; or fails to prosecute the SERVICES with skill and diligence; or purports to assign or sublet the CONTRACT or a portion of it without the MUNICIPALITY'S written consent; or refuses to correct defective SERVICES; or is otherwise in default in carrying out its part of any of the terms, conditions and obligations of the CONTRACT; then, in any such case, the MUNICIPALITY may, upon expiration of ten days from the date of written notice to the PROPONENT, terminate the CONTRACT.
- c) Any termination of the CONTRACT by the MUNICIPALITY, as mentioned in b) above, shall be without prejudice to any other rights or remedies the MUNICIPALITY may have.
- d) If the MUNICIPALITY terminates the CONTRACT, it is entitled to:
 - i) withhold any further payment to the PROPONENT until the completion of the SERVICES or SERVICES and the expiry of all obligations under the CONTRACT; and

- ii) recover from the PROPONENT any loss, damage and expense incurred by the MUNICIPALITY by reason of the Proponent's default (which may be deducted from any monies due or becoming due to the PROPONENT).

22) SAMPLES

Samples when required must be submitted strictly in accordance with the instructions. If samples are requested after opening of PROPOSALS, they shall be delivered within three (3) working days following request, unless additional time is granted. Samples must be submitted free of charge and will be returned at the Proponent's expense, if so requested, provided they have not been destroyed by tests, or provided they are not required for comparison purposes.

The acceptance of samples by the MUNICIPALITY shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the PROPONENT from its obligations under the CONTRACT.

23) DECLARATIONS

- a) I/We declare that no person, firm or corporation other than the one whose signature or the signature of whose proper officers is or are attached to this RFP, has any interest in this PROPOSAL or in the CONTRACT.
- b) I/We further declare that this PROPOSAL is made without any connection, knowledge, comparison of figures or arrangement with any other PROPONENT, firm or person making a similar PROPOSAL and is in all respects fair and without collusion or fraud.
- c) I/We further declare that no MUNICIPALITY employee, or member of Council (or their families) is, or will become interested directly or indirectly as a contracting party or otherwise in or in the performance of the CONTRACT or in the supplies, work or business to which it relates or in any portion of the profits of it, or of any such supplies to be used therein or any of the monies to be derived from it.
- d) I/We further declare that the statements contained in the PROPOSAL are in all respects true.
- e) I/We further declare that I/We have examined the locality and site(s) of the proposed SERVICES, as well as all the terms of reference relating to them, prepared, submitted and rendered available on behalf of the MUNICIPALITY and are hereby acknowledged to be an integral part of the CONTRACT. I/We hereby propose and offer to enter into the CONTRACT on the terms and conditions and under the provisions set forth in the PROPOSAL, and to accept in full payment for it the sums calculated in accordance with the actual measured quantities and unit prices attached to this PROPOSAL.
- f) I/We agree that this PROPOSAL is an offer which is to continue open for acceptance until the placing in the mail or delivery to the address given in this PROPOSAL of a notice of award, which shall constitute formation of the

CONTRACT, or for 120 days following the PROPOSAL closing date, whichever occurs first, and that the MUNICIPALITY may at any time within that period, and without notice, accept this PROPOSAL whether any other PROPOSAL had been previously accepted or not.

24) ERRORS, OMISSIONS IN THE MUNICIPALITY DOCUMENTS

The MUNICIPALITY shall not be held liable for any errors or omissions in any part of this RFP. While the MUNICIPALITY has used considerable effort to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for PROPONENTS. The information is not guaranteed or warranted to be accurate by the MUNICIPALITY, nor is it necessarily comprehensive or exhaustive.

25) MULTIPLE PROPOSALS

The RFP outlines minimum or base requirements only. The PROPONENT is free to offer alternative methodology. Each ALTERNATIVE must comply with the intent of this RFP and be complete in all respects, with point by point responses to all relevant sections, including pricing and schedules.

For comparison purposes, each PROPONENT shall submit a complete response that meets the base requirements. PROPOSALS that do not address the base requirements shall be rejected.

Multiple PROPOSALS from any one PROPONENT will be acceptable provided the following conditions are met:

- each PROPOSAL must be packaged separately.
- each PROPOSAL shall be dealt with separately and shall be subject to the requirements of the RFP.

26) INSURANCE REQUIREMENTS AT TIME OF CONTRACT EXECUTION

General Liability Insurance

The Owner/Contractor will obtain and maintain in full force and effect during the term of this contract, General liability insurance acceptable to the County in an amount of not less than two million dollars (\$2,000,000.00) per occurrence in respect of the services provided pursuant to this contract.

The insurance policy shall:

- (a) include as an additional insured "The Corporation of the County of Prince Edward" in respect of and during the provision of services by the Owner/Contractor pursuant to this contract;
- (b) Provide to the County, 30 days prior notice of any alteration, cancellation or change in policy terms which reduces coverage.

Workplace Safety & Insurance Board

The successful Proponent shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing. This form must be furnished prior to commencement of

work. The successful Proponent further agrees to maintain their WSIB account in good standing throughout the contract period.

- a) Clearance certificates should be renewed every ninety (90) days during the term of the Contract.
- b) If the successful Proponent is a self-employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an “independent operator” a letter from WSIB acknowledging independent contractor status and confirming that WSIB coverage is not required must be provided to the County prior to commencement of work.

Health and Safety

The Consultant shall perform all work in compliance with the Occupational Health and Safety Act of Ontario.

The Supplier awarded the contract will complete the County of Prince Edward Contractor Accountability Health and Safety forms.

Accessibility

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service every provider of goods and services shall ensure that every person who deals with a member of the public or participates in the developing of the County’s policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained as follows:

1. How to interact and communicate with persons with various types of disability
2. How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person
3. How to use equipment that is available on the premises that may help in the provision of goods or services.
4. What to do if a person with a particular type of disability is having difficulty accessing the provider’s goods or services
5. Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities

<http://www.mcass.gov.on.ca/mcass/serve-ability/splash.html>



Accessibility for Ontarians with Disabilities Act (AODA)
Accessible Customer Service Training

Company Name: _____

I acknowledge that all staff employed by _____ who may undertake any duties and interact with any persons with disabilities, in the course of this company's contractual obligations with The County of Prince Edward, have reviewed a *Service Ontario video/ on-line training course* outlining the Accessibility for Ontarians with Disabilities Act (AODA) regulations. As a principle of the contractor employed by The County of Prince Edward, I understand the municipality's requirements to comply with the Customer Service Standard. I will ensure that all future staff hired to assist with this company's contractual obligations will receive similar training as soon as they are hired, to meet these ongoing requirements.

Name: _____

Signature: _____

Date: _____

PART C - TERMS OF REFERENCE, SPECIFICATIONS, DELIVERABLES

1.0 Introduction

The Corporation of the County of Prince Edward or "The County" is a thriving island community located approximately 2 ½ hours east of Toronto.

The County is a single tier municipality of over 392 full and part time employees that serve approximately 25,000 permanent residents and over 500,000 summer visitors.

2.0 Purpose

The purpose of this RFP is to select a Vendor to install and operate electronic voting services during elections in 2018. This will include (but is not limited to) the training of municipal staff on how to operate electronic voting services and consistent monitoring of these electronic services before, during and after the election has been completed.

The Corporation of the County of Prince Edward with 22,006 # of eligible votes as of the 2014 municipal election invites vendors to submit proposals who wish to be considered to provide electronic voting services for the 2018 Municipal Election in accordance with the Municipal Election Act of Ontario.

The municipality reserves the right to accept any response to this RFP which it deems to be in its own interest, or to reject all proposals. The lowest or any proposal will not necessarily be accepted.

3.0 Description of Services:

The submission should include the required information needed to properly evaluate your proposed solution as per the RFP requirements set out in the document.

The proposal must contain the following:

- System requirements section completed
- Explanation of how electronic, Internet, and paper voting is integrated into the system
- Demonstration that the solution complies with all legislation of the Province of Ontario
- Demonstration of vendor's understanding of legal issues regarding the electronic storage of information
- Description of detailed training program (with cost of training) included in

the total price of the offer

- Detailed outline of the system's security features which can be audited by a third party for legitimacy. In addition, it must also list and explain emergency safety features of the voting system (i.e. dealing with a power outage, interruption to Internet connectivity, etc.)
- Detailed information on how the voters list will be handled and managed to ensure accuracy before, during and after elections
- Information about candidate's tools in terms of the ability to electronically identify supporters and access to statistics about their campaign before and during the voting period.
- Information on Internet voting solutions and vote tabulators and their respective cost clearly shown in the offer
- All appendices completed in full and attached at the front of the proposal
- Detailed work plan that depicts specific deadlines in a monthly format
- Description of all the components and tasks being completed in the project
- Detailed description of the vendor's ability to provide knowledgeable and reliable technical user support to Municipal staff and the channels proposed for provision of support
- Three references/testimonials regarding the services being offered

4.0 Evaluation Criteria

Total Cost of Proposal	40%
Customer Service	20%
Warranty & Maintenance	15%
References & Experience	15%
Training	10%
TOTAL	100%

5.0 Proposal Content-Minimum Technical Requirements

Please answer *ALL* of the following questions. Failure to respond to all questions may disqualify the proposal from submission. Follow the legend below to describe each component of your system as it pertains to this RFP.

Y= YES, COMPLIES

N= NO, DOES NOT COMPLY

P= SOMEWHAT COMPLIES, EXCEPTIONS CLEARLY NOTED

TABULATOR AND AUDIO VOTE COUNTING EQUIPMENT

#	Feature	Response
1.	The ballot tabulation unit is an optical scan based unit that is ballot initiated.	
2.	Twelve to fourteen (12-14) optical scan tabulator units and two accessible voting tabulators. The proponent shall provide voting subdivision level optical scan tabulator units including the required ballot container boxes (at no extra cost) having the capacity to receive approximately 5000 ballots.	
3.	Optical scan tabulator and audio units are interchangeable with each other and employ a removable memory unit that contains an internal backup battery to preserve and protect election data and vote totals in the event of a power failure.	
4.	<p>The optical scan tabulator unit is equipped with a paper sensing system to accomplish at minimum the following functions:</p> <ul style="list-style-type: none"> • ballot recognition • determine ballot thickness • detection of ballot jams 	
5.	The optical scan tabulator and audio unit have an internal capability of performing self-diagnostics that will identify any unit malfunctions.	
6.	The optical scan tabulator and audio unit incorporate appropriate physical provisions to prevent fraudulent manipulation of the vote recording, counting and reporting processes. The design prohibits unauthorized access to any of the data associated with these processes.	
7.	Optical scan tabulator and audio units and their components are designed so as to eliminate hazards to personnel or to the equipment itself. Equipment designed for personnel safety is equal to or better than the appropriate requirements of Ontario's Occupational Health and Safety Act.	
8.	The optical scan tabulator and audio unit plugs into a standard three prong (110/220 V), grounded electrical outlet.	
9.	All equipment is protected from damage by power surges, brownouts, lightning and other transient current and/or voltage strikes.	

10.	The source document of the optical scan is a paper ballot, with the vote target area to the right of the candidates' names.	
11.	The source document of the audio unit is activated by an election official utilizing a unique operating device.	
12.	The recording on the audio component is clear and concise, the speed of the recording can be adjusted and the equipment is voter operational, including the ability to fast forward (skip offices).	
13.	The optical scan tabulator unit has a read path that can be cleared of a jammed or misfed ballot by the election official at the voting place.	
14.	The optical scan tabulator unit indicates to the voter and election official whether or not a jammed or misfed ballot has been counted.	
15.	The ballot card is capable of listing offices and candidates on the front of a single ballot card.	
16.	The system provides a means to ensure that the software has been properly selected and installed for the election and that the software correctly matches the ballot formats that it is intended to process.	
17.	The system allows the operator at the municipal level to program and erase the memory units of the tabulators, when necessary.	
18.	The optical scan tabulator and audio unit contain a public counter that clearly displays the number of ballots accepted and recorded.	
19.	The optical scan tabulator unit prevents more than one ballot at a time from being entered into the unit.	
20.	The system reads ballots in all four orientations or can be programmed to read two orientations.	
21.	The system allows the marked ballot to be placed into the unit while providing a privacy folder for the privacy of the	
22.	The system(s) prevent an incorrect ballot style from being automatically accepted.	
23.	The system is capable of being programmed to return and/or provide a message on an: <ul style="list-style-type: none"> • over voted ballot • blank ballot • misread ballot To the voter immediately for voter correction.	

24.	<p>The system is capable of allowing the election official to override the optical scan tabulator unit and accept:</p> <ul style="list-style-type: none"> • a ballot with an over voted office(s), which would not be counted, while allowing the remaining ballots and questions on a composite ballot to be counted by the tabulation unit • a blank ballot • a misread ballot 	
25.	<p>Voting location count memory devices used to retain programs and data have at least a 99.999 percent probability of error-free data retention and that the data can be transferred to a program that will allow printed reports to be generated.</p>	
26.	<p>The information processing subsystem, which consists of the hardware and software required to accumulate voting data for all candidates and questions within voting units and to consolidate the voting data at a central level, is capable of:</p> <ul style="list-style-type: none"> • maintaining and generating audit records • detecting and disabling improper use of the system • monitoring overall status 	
27.	<p>Optical scan tabulator and audio unit are capable of printing an alphanumeric voting location report containing at a minimum: (1) the number of ballots cast; (2) office title(s) and questions; (3) candidate names; (4) an area for signatures from election officials; and (5) vote totals for each candidate and question.</p>	
28.	<p>The optical scan tabulator unit is able to connect to an external or internal modem and printer using current technology standards to transmit data after the close of voting.</p>	
29.	<p>At the close of voting, the optical scan tabulator and audio unit provides a means of preventing the further counting of ballots. Until the proper sequence of events associated with the closing of the voting place has been completed, the system does not allow the printing of a report or the extraction of data.</p>	
30.	<p>The optical scan tabulator and audio unit have the capability to print audit record entries and results of tabulation. The appropriate paper and ribbon required to operate the units will be supplied with the units at no additional cost.</p>	

31.	The optical scan tabulator and audio unit can produce multiple copies of the printed reports showing zero votes cast prior to the opening of the voting place and of the votes cast at the voting place at the close of voting.	
32.	A technician will be available at the municipal office on Election Day and throughout the election period to troubleshoot and/or repair the optical scan tabulator and audio unit.	

INTERNET VOTING SYSTEM

33.	The Internet voting system is set up to ensure a two-step registration system prior to casting a vote.	
34.	Where the solution provides for mailing of PIN's, system provides for disabling any lost PIN and provision of new PIN and associated communication.	
35.	The system has the ability to enumerate (add) voters to the official voter's list and generate a valid PIN in a format compatible with the EL-15 form.	
36.	<p>System provides secure identification and authentication of information transmitted on the system and that:</p> <ul style="list-style-type: none"> • when voter selected candidate A, that the vote was recorded for candidate A • when all ballots are cast, they are for the correct ward and poll and that no external, unauthorized or "rogue" ballots or votes are cast • each vote was actually counted • the voter can only cast one ballot • a vote cannot be listened to • a vote is secure from tampering 	
37.	System provides protection against abuse, including tampering, fraudulent use, and illegal manipulation by electors, election officials, or any other individual or group.	
38.	Voters may vote at shared workstations or telephones (i.e.: public library or multiple voters in one residential unit); the voting system must prevent the use of the shared computer or telephone to either view, change or record a previously submitted vote (by either the current user or a previous user of the shared or public access computer).	
39.	System does not allow on screen electioneering (marketing by way of pop-ups which may influence the voter).	

40.	System protects the privacy, anonymity and integrity of each elector's ballot.	
41.	System prevents the casting of multiple ballots by any elector and prevents modification of the voter's vote after the ballot is cast. One ballot for each validated individual.	
42.	System provides for: <ul style="list-style-type: none"> • System wide intrusion detection systems • Relevant penetration tests • Secure socket layers • Anti-virus scanning • Redundant firewalls and • Audit feature at individual or voting location level 	
43.	System identifies and advises of any suspicious voting activity with regard to Internet and telephone voting methods.	
44.	Solution provides the voter with the ability to re-enter the system if their session is interrupted or terminated (either intentionally or not).	
45.	Internet voting system is intuitive, easy to use and customizable to Municipal standards.	
46.	Each voter, when voting must be identified by the system as linked to one ward and voting subdivision/location only.	
47.	The solution is able to link the elector to another voting district for the race for School Board (where required).	
48.	The solution allows the elector the ability to vote on multiple initiatives that are exclusive of one another (where required).	
49.	Multi-page ballots are easily navigable by voters, with no ability to get lost or leave the balloting process except deliberately.	
50.	No contest is split across two screen pages.	
51.	An electronic ballot is shown in the exact same format as the paper ballot and conforms to the Ontario Municipal Elections Act.	
52.	A voter is not required to vote the entire slate of races in one voting visit to the system.	
53.	The system is capable of being programmed to return and/or provide a message on an: under voted ballot or blank ballot to the voter immediately for voter correction or confirmation	

54.	<p>Voters are able to navigate within a composite ballot to make vote selections or alter such selections until confirming such selections through casting the ballot. Prior to accepting the ballot the system shall provide notice that the ballot, once cast, is irrevocable and enable the voter to either confirm the ballot or return to the ballot to make further revisions.</p> <p>The system will notify the voter as to whether or not the ballot was successfully cast.</p> <p>The system will not:</p> <ul style="list-style-type: none"> • permit any marks, write-ins or comments to be applied to the ballot other than the mark required to register the casting of votes; • Transmit any votes to be counted prior to the voter confirming the casting of the ballot as marked. 	
55.	<p>Voters with accessibility needs are accommodated. eg: An audio version of the ballot to be read by the computer to the sight impaired.</p>	
56.	<p>A mechanism that voters can use to determine the status of their vote i.e. whether or not it has been accepted and authenticated.</p>	
57.	<p>The system will ensure that a ballot cast using the Internet or telephone cannot be lost through a subsequent power or equipment failure.</p>	
58.	<p>The secrecy of the vote is guaranteed during the casting, transfer, reception, collection and tabulation of votes. No election officials, third parties, voters, etc. are able to link the vote to an identifiable individual. The ballot along with a timestamp, voter's identification, ward and voting subdivision and any other appropriate information must be transmitted to the vote server in encrypted form to protect the privacy and integrity of the information.</p>	
59.	<p>The system will not enable any voter to prove that he/she voted in a particular way or enable any third party to obtain such information, thereby ensuring the rights of a voter and the principles of the voting process are upheld.</p>	
60.	<p>If the voter servers are managed by contractors, rather than by election officials, no keys or other tools for decrypting ballots will reside on the vote servers or be available to the contractors.</p>	

61.	No single election official can delete, change, forge, or violate the privacy of Internet or telephone ballots. Security mechanisms are provided that guarantee that at least 2 election officials are required when any critical operation regarding the processing of Internet or telephone ballots takes place, i.e. passwords or cryptographic keys. All such actions are logged and reportable by the system.	
62.	The system will verify the authenticity of a ballot before the votes on the ballot are viewed or counted. Similar to the paper absentee ballot, Internet and telephone ballots should be verified for authenticity before the authenticating information is stripped from the ballot. The verification of the authenticity of the ballot should ensure the true source of the ballot.	
63.	Accurate tabulation of the results and integration of the results on a real-time basis with the municipality's primary paper based voting system.	
64.	System can be integrated with the Municipality's unofficial election night results return database and display.	
65.	System has ability to identify and report on spoiled and/or rejected ballots.	
66.	System can ensure that the number of ballots cast is equal to the number of ballots received.	
67.	System must be able to recall the vote source (Internet, telephone or tabulator).	
68.	A minimum 128 bit secured encrypted network service is provided.	
69.	System and backup data stored in Canada.	
70.	System does not require installation of an end-client or plug-in.	
71.	Web-based interface is via a web browser in standard HTML and JavaScript.	
72.	The system provides the elector with clear instructions on the voting procedure.	

GENERAL SYSTEM FEATURES

73.	All voting system software, hardware, optical scan and audio equipment shall be compatible with MPAC's list of electors as agreed in the final contract agreement	
74.	All systems and equipment contain original equipment components and operate to current technical standards.	
75.	System(s) provide ability for voters to confirm presence on voter's list prior to casting their vote.	
76.	System(s) provide real time updates to the voters' list regardless of which voting method is used.	
77.	If electronic voting is used for advance voting only, the solution has the ability to physically "strike through" the name of electors on the electors' list.	
78.	The solution provides for the ability to electronically update any aspect of the voter information prior to and during the event.	
79.	When the specified Internet and telephone voting time period ends, the solution can produce an updated electors' list in an electronic file format that will be forwarded to the municipality.	
80.	The proponent provides the municipality with all hardware and software necessary to prepare and administer the election and such preparation will be done by the proponent in conjunction with and to the satisfaction of the municipality.	
81.	The solution has a reliable audit trail process. Auditing features include (but are not limited to): continuous auditing capability during the election period, confirmation that the results file has not been altered, reporting capabilities of the access log, audit reporting capabilities on sessions or connections to the system, report showing no votes cast prior to official vote opening, etc.	

82.	<p>With respect to equipment readiness tests, the Internet and telephone voting system and each optical scan tabulator and audio unit has provisions for verifying its proper preparedness for an election and that both hardware and software are operating correctly.</p> <p>Diagnostics identify and pinpoint any unit or systems malfunction(s).</p>	
83.	<p>The Internet and telephone voting systems and each optical scan tabulator and audio unit is capable of being tested to verify that it is in correct operating status. Tests include, as a minimum, the production of a diagnostic test record indicating that there are no hardware or software failures; identification of the unit and its designated voting place location (tabulator); and that the unit is ready to be activated for voting. Testing on the tabulators can be performed using a predetermined test deck and using all potential ballot layout positions as active positions. Logic and accuracy testing will be performed, in accordance with the Municipal Elections Act and Municipal regulations, by the proponent at the Municipalities, on date(s) and time(s) to be determined.</p>	
84.	<p>The system provides an audit function, which provides the capability for an individual to perform a pre-defined or a randomized set of audit functions on the voting and reporting features of the system prior to, during and after</p>	
85.	<p>The system provides for the integration of all equipment. (System that is fully integratable with Internet, tabulator, audio system and phone, if provided separately).</p>	
86.	<p>The system has the ability to secure the voting results once the Internet and telephone voting period ends.</p>	
87.	<p>The system ensures that if in-person electronic kiosk voting is being offered at designated locations in addition to vote from anywhere voting, that voters in line to vote in the polling place after the 8 pm closing time can still cast a</p>	
88.	<p>Internet, telephone and tabulator results must be able to be recalled and regenerated for the purposes of conducting a recount, if required.</p>	
89.	<p>Obtaining the vote tally for the voting place is capable of being performed only by election officials and the mechanism to accomplish same is not visible or capable of unintentionally being activated during the time a voting</p>	

90.	The central information system has backup capabilities and provides for vote total accumulation by a network PC. The backup system is capable of being updated with the results of all voting places and accumulated totals	
91.	The central information system includes the ability to generate reports based on numerous geographic criteria, such as ward and voting subdivision, and demographic criteria, as may be required by the municipality.	
92.	All electoral data captured within the voting system or in the proponent's possession must be returned to the municipality and/or destroyed after 120 days after the date of the election, upon direction from the municipal Clerk/Returning Officer. The proponent must sign a certificate of destruction verifying same.	
93.	The requirements of PIPEDA & MFIPPA can be met.	
94.	The solution does not allow the collection, use and/or disclosure of any personal information without consent from the individual.	
95.	The vote audit trail protects the privacy of the elector and ensures a trail that can be verified in an election recount or appeal.	
96.	The solution is available without long distance charges to electors.	
97.	The public web-based component operates satisfactorily over a dial-up connection and links of speeds of 128 k or less without loss of functionality.	
98.	The solution includes functionality for vision, speech and/or hearing impediments.	
99.	All hardware requirements and quantity of equipment that is to be supplied by the Municipality are defined in full.	
100.	All end-user Web based interface components of the solution use W3C standards and function properly in Internet Explorer 6.0 and higher, Firefox 3+, Safari, and Chrome.	
101.	A detailed outline of specific telephony partnerships or solution providers is provided. Vendor will be responsible for external contracts.	
102.	SSL security from a browser-recognized CA is required on all pages including those that accept or display private information.	
103.	All technical components of the solution are supported by the vendor without the need for any assistance from the Municipality's IT staff. Specify scope and support.	

104.	The solution has an uptime of 99.99% during the electronic voting periods outlined in the proposal.	
105.	There is an outline of a System Recovery and Disaster Plan in the proposal.	
106.	The number of IVR ports available to the system is specified.	
107.	The data center environment is described, including air conditioning, UPS and fire suppression.	
108.	A detailed outline is provided for data protection, data backup, and data security.	
109.	All data related to the solution is the property of the Municipality and is not to be transmitted or stored outside of Canada. Upon request and at a minimum at the end of the contract, data is provided to the municipality in a format of the municipality's choosing.	
110.	Data from the secured system in the vendor's data center is not removed or transmitted to another system until the final results are created and in the control of the election officials. At no time during the election timeline, prior to, during or after, is the ballot data removed.	
111.	System administration is done over a secure channel.	
112.	The solution has the ability to limit security rights to users based on duties and tasks.	
113.	The process of securing election information is outlined.	
114.	The web-based component solution is able to accommodate concurrent use of the municipality's many voters. The load capacity of the system in terms of concurrent voters being supported by phone and Internet is described.	
115.	A test plan and strategy is outlined.	
116.	A schedule of system lockdown period prior to voting period is provided.	
117.	Best practice project management standards are adhered to and a single project manager is assigned.	
118.	The project outline includes an implementation strategy and communication plan.	
119.	All on-going costs are included in the costing for the solution.	

Note: Proposals that do not meet the minimum requirements as set out in this summary table may be subject to disqualification from further consideration

6.0 Proposal Cost Analysis

Any changes or modifications made to pricing must be initialed. In addition, prices must be legible and written in black ink.

Please submit a cost proposal providing any additional information which may be required to qualify costs on 1-2 separate page(s). In addition, please complete table below as a formal summary.

The Municipality is a subscriber and utilizes the services of Municipal Voter View

NOTE: all pricing is to be in CAD funds & quoted without HST

Cost of tabulators for paper ballots	\$ _____ /unit
	\$ _____ /unit with technician
Cost of Accessible voting tabulator for paper ballots	\$ _____ / unit
Cost of Internet Voting System	\$ _____
Cost of License and Display Software	\$ _____
Professional Services	\$ _____
Miscellaneous (please explain on attached page(s))	_____

**PART D - FORM OF PROPOSAL
AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES**

CONTRACT NUMBER: **RFP #2017-CSF-39**
PROJECT TITLE: **Electronic Voting Services for 2018 Municipal Election**
SUBMITTED TO: **THE CORPORATION OF THE COUNTY OF PRINCE
EDWARD**

I/We, _____
(Company Name)
of _____
(Business Address)

having examined the RFP including all information to PROPONENTS, general terms and conditions, terms of reference, appendices and terms of reference as issued by THE CORPORATION OF THE COUNTY OF PRINCE EDWARD and including **Addenda number** ___ hereby offer and agree to enter into a Contract to supply the SERVICES required by this RFP at the costs detailed in the Schedule of Prices below.

The undersigned offers to complete and supply the SERVICES in accordance with the instructions to PROPONENTS, terms, conditions, terms of reference, and appendices in the Request for Proposal **RFP#2017-CSF-39** for the price(s) shown on the Schedule of Prices attached to it. Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this PROPOSAL.

PART D - FORM OF PROPOSAL
AGREEMENT TO CONTRACT AND SCHEDULE OF PRICES – continued

This PROPOSAL is irrevocable and is to continue open to acceptance by the MUNICIPALITY for a period of one hundred and twenty (120) calendar days after the date and time set for submission of the PROPOSAL.

Furthermore, it is certified that the undersigned is/are authorized and empowered to sign and submit this PROPOSAL.

Company: _____
(Name)

(Street Address or Postal Box Number)

(MUNICIPALITY, Province, and Postal Code)

Signature: _____
(I have the authority to bind the corporation)

Print Name and Title: _____

Dated at _____ this _____ day of _____, 2017

The Corporation of the County of Prince Edward
332 Main Street, Prince Edward County,
Picton, ON K0K 2T0
(MUNICIPALITY, Province, and Postal Code)

Signature: _____
(I have the authority to bind the corporation)
Robert L. Quaiff, Mayor:

Dated at _____ this _____ day of _____, 2017

Signature: _____, 2017
(I have the authority to bind the corporation)
Kim White, Clerk:

Dated at _____ this _____ day of _____, 2017

THIS DOCUMENT MUST BE SIGNED AND SUBMITTED TO BE A VALID OFFER OR THE PROPOSAL WILL BE REJECTED.

PART D - REFERENCE INFORMATION

PROPOSERS are required to provide three (3) references listing contracts similar to the project described in this RFP and undertaken within the past three (3) years.

- 1) NAME (Company/Government Agency)_____
- Contract Description_____
- Contact Person_____
- Phone Number ()_____ Fax Number:_____
- Email Address (if available): _____
- Value of Contract \$_____

- 2) NAME (Company/Government Agency)_____
- Contract Description_____
- Contact Person_____
- Phone Number ()_____ Fax Number:_____
- Email Address (if available): _____
- Value of Contract \$_____

- 3) NAME (Company/Government Agency)_____
- Contract Description_____
- Contact Person_____
- Phone Number ()_____ Fax Number:_____
- Email Address (if available): _____
- Value of Contract \$_____

The MUNICIPALITY reserves the right to check additional references and sources to those supplied by the PROPONENT.

Company/PROPOSER

Authorized Signature

NOTE: THIS DOCUMENT MUST BE COMPLETED AND WILL FORM A PART OF THE SELECTION PROCESS

(Glue or Tape to outside of Submission Envelope)

TO:
Clerk's Office
The Corporation of the County of Prince Edward
332 Main Street
Picton, ON K0K 2T0

<u>Submitted By</u> (Insert company Name)	<u>2017-CSF-39 Electronic Voting Services</u>	
<u>OFFICE USE ONLY</u>		
Received By: (Name of Staff)		
Date/Time:		
Date & Time 3RD floor Clerk's Office:		
<u>IF LATE – NAME AND SIGNATURE OF PERSON DELIVERING</u>	(Print Name)	(Signature)