

REQUEST FOR PROPOSAL Joint RFP No. SDG-2025-01

Supply of Telephone, Internet and Paper Ballot Tabulator Voting System for the 2026 Municipal Elections

> Township of North Dundas Municipality of South Dundas Township of North Stormont Township of South Stormont Township of North Glengarry Township of South Glengarry City of Cornwall

Issue Date:	July 16, 2025
Closing Date:	August 25, 2025
Primary Contact:	Kelli Campeau
	GM Corporate Services/Clerk
	Township of South Glengarry
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	clerk@southglengarry.com

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PART 1 - INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Introduction and Invitation

Seven municipalities (six lower tier and one single tier, hereinafter referred to as "the Clients") are seeking proposals for the supply of a telephone, internet and composite paper ballot/tabulator voting system (hereinafter referred to as the "voting system") for the October 2026 Municipal and School Board Elections.

Appendix D lists the municipalities with their respective Council composition, number of electors for the 2022 election and anticipated voting methods for the 2026 election.

Participating municipalities include:

- a) Township of North Dundas
- b) Municipality of South Dundas
- c) Township of North Stormont
- d) Township of South Stormont
- e) Township of North Glengarry
- f) Township of South Glengarry
- g) City of Cornwall

The Clients will be using Datafix (Voterview) software to manage the voting process. The system shall be fully compatible with Datafix (Voterview) software and allow full and live integration with Datafix products until the close of voting.

1.2 Respondent must be Single Entity

The respondent must be a single legal entity that, if selected, intends to enter into the contract with the Clients. If the proposal is being submitted jointly by two (2) or more separate entities, the proposal must identify only one of those entities as the respondent. The respondent will be responsible for the performance of the deliverables.

1.3 RFP Contact

For the purposes of this procurement process, the RFP Contact will be:

Kelli Campeau General Manager of Corporate Services/Clerk Township of South Glengarry 613-347-1166 ext. 2102 <u>clerk@southglengarry.com</u>

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected officials, appointed officials, or any other representatives of the Clients, other than the RFP contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent's proposal.

1.4 Contract for Deliverables

1.4.1. Type of Contract

The selected respondent will have to enter into an individual contract agreement with each municipality and each municipality reserves the right to opt-out from this RFP process, and consequently, such a decision shall not impact the outcome of the proposal.

1.4.2. Term of Contract

The term of the agreement will coincide with the timing of the 2026 Municipal and School Board Elections, pursuant to the requirements of the *Municipal Elections Act, 1996*.

1.5 RFP Timeline

The RFP timeline is tentative and may be changed by the clients at any time.

Issue Date	July 16, 2025
Deadline for Questions	August 8, 2025
Deadline for Issuing Addenda	August 15, 2025
Submission Deadline	August 25, 2025, 1:00 PM

1.6 Submission Instructions

Proposals must be submitted electronically to <u>clerk@southglengarry.com</u> by Monday, August 25, 2025 at 13:00 (1:00 pm EDT). Proposals should be prominently identified in the email subject line with the RFP title and number (see RFP cover sheet). Proposals submitted after the submission deadline will be rejected.

1.6.1. Amendment of Proposals

Respondents may amend their proposals prior to the submission deadline by submitting the amendment electronically with the RFP title and number and the full legal name of the respondent. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

1.6.2. Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the deliverables, a respondent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP contact and must be signed by an authorized representative of the respondent. The Clients are under no obligation to return withdrawn proposals.

PART 2 – RFP PARTICULARS

2.1 The Deliverables

2.1.1 Mandatory and desired deliverables relating to the ability to conduct a municipal election under the *Municipal Elections Act* and any applicable by-laws passed by the Clients are specifically described in Appendix A.

2.2 Mandatory Submission Requirements

- 2.2.1 Respondents shall include the following mandatory submission requirements:
 - a) **Submission Form** (Appendix B): each proposal must include a submission form, completed and signed by an authorized representative of the Respondent.
 - b) **Pricing**: each proposal must include pricing information that complies with the instructions set out within this RFP.
- 2.2.2 In order for the Client to conduct a thorough evaluation of all submissions, submissions must be well ordered, detailed and concise. Clarity of language and adequate documentation are essential. Respondents are requested to provide detailed technical/functional information. General sales and promotional literature will not suffice and may not be considered.
- 2.2.3 Submissions should be submitted electronically to <u>clerk@southglengarry.com</u>, Attention: Kelli Campeau, and include a table of contents noting all requirements by section.
- 2.2.4 Submissions should not exceed a maximum of 20 single-sided, letter-sized, pages, excluding an Executive Summary and Appendices.
- 2.2.5 The respondents must identify any assumptions made in the preparation of the submission that are not clearly defined in the scope of work. Any assumptions made which contradict the clear requirements of the RFP are invalid and may result in rejection of the submission. The respondent shall be responsible for any risks associated to any assumptions made without prior consultation with the Clients during the RFP process.

2.3 Mandatory Technical Requirements

2.3.1 From the list of "Mandatory and Desired" features and services included in Appendix C, the respondent shall state its level of compliance and ability to deliver the features and/or services. Failure to comply with all Mandatory Requirements may disqualify the respondent's proposal.

PART 3 - EVALUATION AND AWARD

3.1 Evaluation Process

Proposals will be evaluated by the Clients based on the criteria outlined in Appendix A. The objective of the evaluation and selection process is to identify the proposal that effectively meets the requirements outlined in the RFP and provides the best value to the Clients and not necessarily at the lowest cost. The Clients and each individual municipality reserve the right to negotiate with any or all respondents if deemed necessary. The Clients reserve the right to reject any or all offers and to discontinue the RFP process without obligation and liability to any respondent.

Stage 1 – Mandatory Submission Requirements	Stage 1 will consist of a review to determine which proposals comply with all the mandatory submission requirements. Proposals that fail to satisfy the mandatory submission requirements will be rejected. The mandatory submission requirements are set out in Section C of Appendix A.
Stage 2 – Evaluation	Stage 2 will consist of an evaluation of each qualified proposal based on the non-price rated criteria as set out under Initial Evaluation Criteria in Section D of Appendix A.
Stage 3 - Pricing	Stage 3 will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Section E of Appendix A. The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

Evaluations will occur in the following stages:

If a respondent's pricing appears to be abnormally low in relation to the deliverables, the Clients may require the respondent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the deliverables have been taken into account. If the respondent is unable to satisfactorily account for the abnormally low pricing, the Clients may reject the proposal.

The Clients may also reject a proposal that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the deliverables and inflated prices are proposed for other elements of the deliverables. Unbalanced pricing includes, but it not limited to, "front-loaded" pricing which contains inflated prices for deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for deliverables to be provided or completed later in the contract.

3.2. Selection of Top-Ranked Respondent

After the completion of Stage 3, all scores from Stage 2 and 3 will be added together and respondents will be ranked based on their total scores. Subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3), the top-ranked respondent will be invited to enter into the Agreement in accordance with Part 3. In the event of a tie, the selected respondent

will be the respondent with the highest score on the non-price rated criteria. The selected respondent will be notified in writing and will be expected to satisfy any applicable conditions of this RFP, including the pre-conditions of award listed in Section E of the Appendix A, and enter into an agreement within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the respondent and the selection of another respondent or the cancellation of the RFP.

PART 4 - TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

4.1.1 Respondents to Follow Instructions

Respondents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers in this RFP.

A respondent who submits conditions, options, variations, or contingent statements either as part of its proposal or after receiving notice of selection may be disqualified.

4.1.2 Proposals in English

All proposals shall be in English only.

4.1.3 No Incorporation by Reference

The entire content of the respondent's proposal should be submitted in a fixed format, and the content of websites or other external documents referred to in the respondent's proposal but not attached will not be considered to form part of the proposal.

4.1.4 Past Performance

In the evaluation process, the Clients may consider the respondent's past performance or conduct on previous contracts with the Clients or other institutions.

4.1.5 Information in RFP Only an Estimate

The Clients and their advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to respondents the general scale and scope of the deliverables. It is the respondent's responsibility to obtain all of information necessary to prepare a proposal in response to this RFP.

4.1.6 Respondents to Bear their Own Costs

The respondent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

4.1.7 Proposal to be Retained by the Clients

The Clients will not return the proposal or any accompanying documentation submitted by a respondent.

4.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The Client makes no guarantee of the value or volume of work to be assigned to the successful respondent. The contract with the selected respondent will not be an exclusive contract for the provision of the described deliverables. The Client may contract with others for goods and services the same as or similar to the deliverables or may obtain such goods and services internally.

4.2 Communication After Issuance of RFP

4.2.1 Respondents to Review RFP

Respondents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing by email to the RFP Contact on or before the deadline for questions.

The Clients are under no obligation to provide additional information, and the Clients are not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the respondent to seek clarification on any matter it considers to be unclear. The Clients are not responsible for any misunderstanding on the part of the respondent concerning this RFP or its process.

4.2.2 All New Information by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the Clients, for any reason, determine that it is necessary to provide additional information relating to this RFP, such information will be communicated to all respondents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to the RFP. Respondents are responsible for obtaining all addenda issued by the Clients.

4.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the Clients determine that it is necessary to issue an addendum after the deadline for issuing addenda, the Clients may extend the submission deadline for a reasonable period of time.

4.2.4 Verify, Clarify and Supplement

When evaluating proposals, the Clients may request further information from the respondent or third parties in order to verify, clarify or supplement the information provided in the respondent's proposal. The Clients may revisit, re-evaluate, and rescore the respondent's response or ranking on the basis of any such information.

4.3 Notification and Debriefing

4.3.1 Notification to Other Respondents

Once an agreement is executed by the respective Clients and a respondent, the other respondents may be notified directly in writing and will be notified by public posting of the outcome of the procurement process.

4.3.2 Debriefing

Respondents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within thirty (30) days of such notification. The RFP Contact will contact the respondent's representative to schedule the debriefing.

4.3.3 Procurement Protest Procedure

Any respondent with concerns about the RFP process is required to attend a debriefing prior to proceeding with a protest. If, after attending a debriefing, the respondent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with applicable procurement protest procedures. The notice must contain:

- (a) a clear explanation of the respondent's concerns with the procurement, including specifics as to why it disagrees with the procurement process or its outcome; and
- (b) the respondent's contact details, including name, telephone number and email address.

The Clients will send an initial response to acknowledge receipt of the respondent's notice and indicate the date by which the Clients will provide the respondent with a formal response.

4.4 Conflict of Interest and Prohibited Conduct

4.4.1 Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - a. having or having access to confidential information of the Clients in the preparation of its proposal that is not available to other respondents;
 - b. having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP;
 - c. receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP;
 - d. communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or
 - e. engaging in conduct that comprises, or could be seen to comprise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair.

- (b) In relation to the performance of its contractual obligations under a contract for the deliverables, the respondent's other commitments, relationships, or financial interests:
 - a. Could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
 - b. Could, or could be seen to, compromise, impair, or be compatible with the effective performance of its contractual obligations.

4.4.2 Disqualification for Conflict of Interest

The Clients may disqualify a respondent for any conduct, situation, or circumstances, determined by the Client, in its sole and absolute discretion, to constitute a conflict of interest as defined above.

An existing supplier of the Client may be precluded from participating in the RFP process in instances where the Client has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

4.4.3 Disqualification for Prohibited Conduct

The Clients may disqualify a respondent, rescind a notice of selection, or terminate a contract subsequently entered into if the Clients determine that the respondent has engaged in any conduct prohibited by this RFP.

4.4.4 Prohibited Respondent Communications

Respondents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

4.4.5. Respondent Not to Communicate with Media

Respondents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

4.4.6. No Lobbying

Respondents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Respondent(s).

4.4.7. Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bidrigging, price-fixing, bribery, fraud, coercion, or collusion. Respondents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the Clients; deceitfulness; submitting Proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

4.4.8. Supplier Suspension

The Clients may suspend a supplier from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including but not limited to the following:

- (a) Illegal or unethical conduct as described above;
- (b) The refusal of the supplier to honour its submitted pricing or other commitments;
- (c) Engaging in litigious conduct, bringing frivolous or vexatious claims in connection with the Client's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
- (d) Any conduct, situation, or circumstance determined by the Clients, in its sole and absolute discretion to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a supplier, the Clients will notify the supplier of the grounds for the suspension and the supplier will have an opportunity to respond within a timeframe stated in the notice. Any response received from the supplier within that timeframe will be considered by the Clients in making its final decision.

4.5 Confidential Information

4.5.1. Confidential Information of the Clients

All Information provided by or obtained from the Clients in any form in connection with this RFP either before or after the issuance of this RFP:

- (a) Is the sole property of the Clients and must be treated as confidential;
- (b) Is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for deliverables;
- (c) Must not be disclosed without prior written authorization from the Clients; and
- (d) Must be returned by the respondent to the Clients immediately upon the request of the clients.

4.5.2. Confidential Information of Respondent

A respondent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Clients. The confidentiality of such information will be maintained by the Clients, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their Proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Clients to advise or assist with the RFP process, including the evaluation of Proposals. If a respondent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

4.6 Procurement Process Non-Binding

4.6.1. No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) This RFP will not give rise to Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) Neither the respondent nor the Clients will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

4.6.2. No Contract until Execution of Written Agreement

This RFP process is intended to solicit non-binding proposals for consideration by the Clients and may result in an invitation by the Clients to a respondent to enter into the agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and the clients by this RFP process until the execution of a written agreement for the acquisition of such goods and/or services.

4.6.3. Non-Binding Price Estimates

While the pricing information provided in Proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the respondents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Client to enter into an agreement for the deliverables.

4.6.4. Cancellation

The Clients may cancel or amend the RFP process without liability at any time.

4.7. Governing Law and Interpretation

These terms and conditions of the RFP Process (Part 3):

- (a) Are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) Are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) Are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein

[End of Part 3]

APPENDIX A – RFP PARTICULARS

A. THE DELIVERABLES

Mandatory and desired 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 specifically described in Appendix C – Deliverables.

B. MANDATORY SUBMISSION REQUIREMENTS

Each proposal must include the following:

- Detailed proposal, not to exceed a maximum of 20 single-sided, letter-sized pages (excluding Executive Summary and appendices), including the following headings:
 - Software Capability and Project Approach
 - Experience and Qualifications
 - Project Understanding and Methodology
- Submission Form (Appendix B) completed and signed by an authorized representative of the respondent.
- Pricing information as set out within this RFP

All forms to be completed have been included in this document. Failure to submit the above may result in the submission being disqualified without further review.

C. MANDATORY TECHNICAL REQUIREMENTS

From the list of "Mandatory and Desired" features and services included in Appendix C – Deliverables, the respondent shall state its level of compliance and ability to deliver the features and/or services. Failure to comply with all Mandatory Requirements may disqualify the respondent's proposal.

D. EVALUATION CRITERIA

The following sets out the categories, weightings, and descriptions of the rated criteria of the RFP. Respondents who do not meet a minimum threshold score of 70% for a particular category may not proceed to the next stage of the evaluation process.

Non-Price Rated Criteria Category	Weighting (Points)
Software Capability and Project Approach (includes	35
technical requirements)	
Experience and Qualifications	15
Project Understanding	20
Pricing (see section E below)	30
Total Points	100

Suggested Proposal Content for Non-Price Criteria:

- 1. Software Capability and Project Approach (35 Points)
 - Responsiveness to the RFP, completeness/comprehensiveness of submission.

- Demonstrated software capability to address requirements.
- Demonstrated software flexibility and user interface/friendliness.
- Demonstrated security features in place to avoid system hacking and to ensure secrecy of the vote, procedures to be undertaken before votes can be cast and to validate voters, 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. The system shall be fully compatible with Datafix (Voterview) software and allow full and live integration with Datafix products until the close of voting.
- Demonstrated ability to comply with CAN/DGSI 111-1:2024 digital voting standards.
- Description of the technical and logistic support that will be proposed during system installation, and more critically, on the day of elections. Name of contact person to be provided prior to election period.
- 2. Experience and Qualifications (15 Points)
 - Corporate Profile general information regarding the respondent, including:
 - i. A profile of respondent including years in business.
 - ii. An overview of the respondent's experience in providing similar services.
 - Corporate and Team Experience
 - i. The respondent's corporate experience in completing projects of similar size and scope.
 - ii. A complete team organization chart, including subconsultants, if required, clearly identifying the responsible team member for each primary project requirement.
 - A minimum of three (3) references shall be provided, preferably from the municipal or public sector. References shall be of recent projects (completed within the past 4 years) similar in scope and complexity to the subject matter of this RFP.
- 3. Project Understanding and Methodology (20 Points)
 - Demonstrated full understanding of the project objectives and the services to be provided.
 - Demonstration of the various tasks and deliverables from the date the contract is awarded through to the day of the elections and concludes when the period of an application to appeal to the Superior Court of Justice has elapsed.
 - Methodology must contain sufficient information to demonstrate a clear understanding of the needs of the project and describe step by step procedures and a schedule of activities which indicate how the respondent proposes to meet the requirements of the project.
 - Respondents may be asked to provide a demonstration of software.

E. PRICE EVALUATION METHOD

Pricing is worth 30 points of the total score.

Pricing will be scored based on a relative pricing formula. Each respondent will receive a percentage of the total possible points allocated to price, which will be calculated in accordance with the following formula:

Lowest price ÷ respondent's price x weighting = respondent's pricing points

Instructions on how to provide pricing:

- Respondents should submit their pricing information in the table included in Appendix B Submission Form.
- Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- Unless otherwise indicated in the requested pricing information, rates quoted by the respondent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

F. PRE-CONDITIONS OF AWARD

Insurance

The successful respondent will be required to provide the following insurance:

- Comprehensive General Liability the insurance coverage shall be \$5,000,000 for general liability. When requested, the respondent shall provide the Clients with proof of Comprehensive General Liability (inclusive limits) and naming the Clients, individually, as co-insured.
- 2. Professional Liability Insurance the insurance coverage shall be \$2,000,000 for professional liability. When requested the respondent shall provide the Clients with proof of professional liability (inclusive limits).
- 3. Change in Coverage it is understood and agreed that the coverage provided by the policy will not be changed or amended in any way, nor cancelled by the respondent until thirty (30) days after written notice of such change or cancellation(s) has been personally delivered to the Clients.

Workplace Safety and Insurance Board (WSIB)

The respondent must be in compliance with the Workplace Safety and Insurance Act, as amended, throughout the term of this Agreement and shall submit to the Clients a valid and current Workplace Safety and Insurance Board (WSIB) Clearance Certificate prior to commencement of the Agreement and at any other time during the Agreement at the Clients' request.

Where the respondent is not required to be registered with the WSIB and is not covered by WSIB Optional Insurance, the respondent shall maintain Employer's Liability Insurance in the amount of \$2,000,000 per occurrence. Evidence of this coverage must be included.

If the respondent is a sole proprietor, partnership, or other legal entity with no employees, the Clients, at their sole discretion, may accept a signed waiver in lieu of the above requirements.

(end of Appendix A)

APPENDIX B – SUBMISSION FORM

Joint RFP No. SDG-2025-01

Supply of Telephone, Internet and Paper Ballot Tabulator Voting System for the 2026 Municipal Election

Please find below a table that the bidder will be required to complete as part of their submission in response to this bid document.

Firm Name:	
Contact (name and	
title):	
Telephone Number:	
Email:	
Mailing Address:	

Required Pricing Information

Fee Schedule	Total Cost (before HST)
Part A Pricing for Telephone, Internet, and	\$ per elector
Composite Paper Ballot/Tabulator Voting System*	
*See Schedule D for number of electors in 2022 election.	
**Municipalities will be responsible for cost of postage for Voters' Letters	
Part B	
Optional Modules/Services – please list (including rental of paper ballot tabulators if provided)	

Acknowledgement of Non-Binding Procurement Process

The respondent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Clients and the respondent unless and until the Clients and the respondent execute a written agreement for the deliverables.

Ability to Provide Deliverables

The respondent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the deliverables required. The respondent represents and warrants its ability to provide the deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

Disclosure of Information

The respondent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The respondent hereby consents to the disclosure, on a confidential basis, of this proposal by the Clients to the advisers retained by the Clients to advise or assist with the RFP process, including with respect to the evaluation of the proposal.

Signature:			
Printed Name:			
Title:			
Signed this	day of	, 2025.	

(end of Appendix B)

APPENDIX C – DELIVERABLES

Mandatory Deliverables:

#	Requirement	Please identify the section or page # of your proposal that addresses each requirement or confirm ability to meet the requirement.
Langu		
1.	The voting system and all documents to be distributed to voters shall be in English and French.	
2.	The respondent shall have on its team, at least one bilingual person (English and French).	
Munic	pipal Knowledge and Support	
3.	The respondent shall have experienced at least one municipal election in the province of Ontario.	
4.	The respondent shall provide a presentation to the Council of any or all individual municipalities, if requested by the Clerk.	
5.	The respondent shall provide technical and logistical support to the Clients' staff, including IT, at all stages during the election process.	
6.	The respondent shall provide training to the Clients' staff.	
7.	During advanced voting and on Election day, the respondent shall be available to help the Clients' staff via telephone. Questions or problems shall be answered or solved within the hour.	
Ballot	s and Voter Letters	
8.	The respondent shall obtain each Clients' Clerk's approval of the ballot design for the Internet voting, paper ballot tabulator and telephone setup and message prior to the opening of the vote. Both shall be bilingual.	
9.	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).	
10.	The respondent shall be able to provide the Clients with legal-sized, double sided Voter Letter templates to be used both in English and French in an accessible font for the Clerk's approval. The 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 respondent shall be able to provide the Clients with a sample envelope which shall be security tinted for the Clerk's approval.	

11.	The respondent may deliver the official Voter Letters to each	
	Clients' individual place of business, sealed in the approved	
	security tinted envelopes. These envelopes shall be	
	classified by order of postal codes, then alphabetically. Cost	
	for the delivery to each Clients' place of business shall be	
	included in the price.	
12.	The respondent shall be capable of providing each Clients'	
	municipality with an acceptable quantity of additional Voter	
	Letters, or the ability to print necessary letters for additions	
	to the Voter List.	
Voting	g and Voting System	
13.	The voting system must be fully compatible with Datafix	
	products and allow for live update until the close of voting.	
14.	The respondent shall state the voting system's level of	
	compliance with the Digital Governance Standards Institute	
	(DGSI) CAN/DGSI 111-1:2024 Online Electoral Voting	
	Standards.	
15.	The respondent shall provide a video in both English and	
	French to provide training for the elector on the voting	
	process for telephone, Internet and paper ballot (tabulators)	
	voting for Clients' to add to their respective website at least 4	
	weeks prior to the election.	
16.	The system shall be compatible to allow voting from any	
	mobile device, including but not limited to, smartphones,	
	tablets, touchscreens, and palmtop computers.	
17.	The system must allow for the incorporation of questions to	
	voters, if required.	
18.	The respondent shall provide the opportunity for staff and	
	candidates to test the voting system a week prior to the	
	commencement of the advanced voting.	
19.	The system must allow the voter the choice to cast its vote	
	via telephone, Internet, or paper ballot tabulator. It must	
	allow voters the possibility to re-access the system if the	
	voting process is interrupted and/or not completed through	
	either Internet or telephone access.	
20.	Telephone voting shall be done via a toll-free touchtone	
	telephone access from Canada and the United States of	
	America.	
21.	The Clerk system must allow the Clerk the opportunity to	
	record candidate names for the telephone voting method OR	
	the Clerk must be afforded the opportunity to review and	
	have final approval of all recorded candidate names for	
	telephone voting.	
22.	The system shall allow the voter a choice of language	
	(English and French) and allow the voter to conduct its entire	
	voting session in that chosen language.	

22	The veter shall have the conseitute and a hallot at to "we day	
23.	The voter shall have the capacity to spoil a ballot or to "under vote", but the system shall not allow over-voting.	
24.	The system shall confirm the voter's selection, including the	
∠-7.	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.	
25.	Voters should be able to reconnect after the computer or	
	telephone have timed out or disconnected.	
26.	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 the voting period.	
27.	On Election Day, specifically at 8:00 pm, or as determined by	
	the Clerk, the system shall cease to accept new accesses to	
	telephone, Internet, and paper ballot tabulator Voting	
	System but shall allow any and all votes in process at such	
	time to complete.	
28.	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.	
29.	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.	
30.	The system shall accommodate voters with disabilities or	
	impairments and abide by the Accessibility for Ontarians	
	with a Disability Act standards in effect.	
31.	The system shall have the capacity to hold the advance vote	
	at the date and for the length of time decided by the Clients.	
32.	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.	
33.	The system shall allow the voter to navigate back and forth,	
	change their selections until they click the final button.	
34.	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. It can provide the capacity for the	
	Auditor to review the number of audit votes currently in the	
~-	system and the status of each of those votes.	
35.	The respondent shall provide sufficient voice ports and	
	access lines to provide 10% or less blocking in the busiest	

		1
	hour throughout the voting period using standard queuing theory models.	
20		
36.	The respondent shall provide 99.99% uptime during advance	
	voting and election day for internet voting. Respondents	
	shall provide access with sufficient data ports and access	
	lines to provide industry standard response and	
	performance.	
37.	Once a vote has been cast, there shall be no way for anyone,	
	including the voter, to determine how he or she voted.	
38.	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.	
39.	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.	
40.	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.	
41.	The system shall have the capacity to disable and enable a	
	VIN (voter identification number) by authorized electoral	
	staff or system administrator.	
42.	The system shall maintain detailed audit logs to allow	
	analysis or any suspicious activity to be reviewed.	
43.	The system shall ensure that a VIN can be used only once for	
	any office or question, independent of access by telephone	
	or Internet.	
44.	The respondent shall provide a validation process that	
	ensures all the results of the election have been removed	
	from the respondent's system once the legislative	
	requirement for date retention has been met and the	
	Election Official has directed the respondent to destroy the	
	election information. A data destruction certificate shall be	
	provided to the Clients.	
45.	The system shall include an audit log that records, in	
40.	sequence, the steps that were performed by the voter.	
Secu		
46.	The system shall include intrusion detection programs,	
40.	firewalls, anti-virus and other protection against hacking.	
47.		
4/.	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 reporting. Votes should not be written to long term	
	failure or rebooting. Votes should not be written to long-term	
	storage on the voter's computer for any reason, even in	
	encrypted form.	

48.	The respondent shall be responsible for data protection, 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	
	respondent's proposed solution.	
49.	The respondent shall outline a system recovery and disaster	
	plan which shall be submitted with the proposal.	
50.	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.	
51.	The respondent shall provide a backup capacity to ensure a	
	redundant copy of the election database information which	
	is updated each 30 minutes or less.	
52.	The system shall provide a real time on site back up system.	

Desired Deliverables

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
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 respondent's company can obtain a security clearance from either the federal or provincial government.	
3.	The respondent's company can provide for the rental of composite paper ballot tabulators.	

(end of Appendix C)

APPENDIX D - CLIENT INFORMATION

Elected	North	South	North	South	North	South	Cornwall
Positions	Dundas	Dundas	Stormont	Stormont	Glengarry	Glengarry	
Mayor	1	1	1	1	1	1	1
Deputy Mayor	1	1	1	1	1	1	
Councillors – Ward 1					1		
Councillors – Ward 2					1	-	
Councillors – Ward 3					1	-	
Councillors – Ward 4					1		
Councillors – At Large	3	3	3	3	1	3	10
School Trustees – English Public	1	1	1	1	1	1	1
School Trustees – French Public	1	1	1	1	1	1	1
School Trustees – English Separate	1	1	1	1	1	2	2
School Trustees – French Separate	1	1	1	1	1	1	1

Electors	North	South	North	South	North	South	Cornwall
	Dundas	Dundas	Stormont	Stormont	Glengarry	Glengarry	
Eligible in 2022	8,704	8,510	4,987	10,782	6,987	10,764	32,912
Voted in 2022	2,740	3,867	2,700	4,531	1,951	4,492	10,028

Voting Methods to be utilized in 2026	North Dundas	South Dundas	North Stormont	South Stormont	North Glengarry	South Glengarry	Cornwall
Internet	Х	Х	Х	Х	Х	Х	Х
Telephone	Х		Х		Х	Х	
Paper		Х		Х	Х		Х
Ballot /							
Tabulator							

(end of Appendix D)