TORONTO

Michael Pacholok Director	Purchasing and Materials Management Division City Hall,18th Floor, West Tower 100 Queen Street West Toronto, Ontario M5H 2N2	Elena Caruso, Manager Goods and Services

November 4, 2013   **NOTICE TO POTENTIAL PROPONENTS**

Request for Proposal No. 3405-13-3197
For: Internet Voting for Persons with Disabilities
in the 2014 Regular Municipal Election
Two-Envelope System

Please review the attached document and submit your Proposal to the address noted below by the closing deadline of **12:00 noon Eastern Standard Time (EST) on Monday December 2, 2013**

Proposals will not be considered unless they are:
- Received by the date and time specified above; and
- Received at the address specified below.

Submission by facsimile or email is not acceptable. Only the names of the firms submitting Proposals will be read aloud at the public opening on the date of closing.

Information and/or site meeting requirements:

Required:	Yes
Attendance Requirement:	Mandatory
Date:	Tuesday November 12, 2013
Time:	10:00 AM
Location:	City of Toronto Election Warehouse 89 Northline Road, Toronto, ON, Canada, M4B 3G1
Deadline for Questions (must be in writing):	**Monday, November 22, 2013**
City Contact:	Nadia Barone, Buyer Purchasing and Materials Management Division (t) 416-397-4811 (f) 416-338-5356 (e) nbarone@toronto.ca

For convenience you may affix the following address label to the envelope(s) containing your submission.
✂✂--✂✂✂✂✂✂✂✂✂✂✂✂✂✂✂✂------------------------------✂✂

COMPANY NAME:	
RFP NO.:	**3405-13-3197**
CLOSING DEADLINE:	**Monday December 2, 2013, 12:00 Noon EST**
DELIVER TO:	Chief Purchasing Official Purchasing and Materials Management Division 18th Floor, West Tower, City Hall 100 Queen Street West Toronto, ON, M5H 2N2

The Purchasing and Materials Management Division will not be held responsible for submission documents submitted in envelope(s) that are not labelled in accordance with the above instructions.

Tenders/RFQ/RFP/Sales/Disposals are advertised on the City of Toronto Website: www.toronto.ca

TABLE OF CONTENTS
RFP 3405-13-3197

APPENDICES

1.0   TERMINOLOGY

1.1   References to Labeled Provisions

Each reference in this Request for Proposal to a numbered or lettered "section", "subsection", "paragraph", "subparagraph", "clause" or "subclause" shall, unless otherwise expressly indicated, be taken as a reference to the correspondingly labeled provision of this Request for Proposal (RFP).

1.2   Definitions

Throughout this Request for Proposal, unless inconsistent with the subject matter or context:

"Acceptance Test Plan" has the meaning set out in Section 3.2.4.

"Acceptance Testing" refers to the processes to be undertaken during the Project as described in Section 3.2.4. See also "User Acceptance Testing."

"Accessibility" means the degree of ease that things and places (e.g., devices, services, physical environments and information) can be accessed, used and enjoyed by Persons with Disabilities. The term implies conscious planning, design and/or efforts to ensure ease of access to Persons with Disabilities, and by extension, highly usable and practical for the general population as well (Adapted from the Ontario Public Service Diversity and Inclusion Lexicon).

"Accessible" means that which can be easily reached or obtained; a facility that can be easily entered; posing no obstacles to Persons with Disabilities (Source: Ontario Public Service Multi-Year Accessibility Plan, 2012).

"Accessible formats" may include, but are not limited to, large print, recorded audio and electronic formats (e.g., accessible PDF files), Braille and other formats usable by Persons with Disabilities; "format accessible" (Source: AODA Integrated Accessibility Standards Regulation (IASR) 2011).

"Accessible websites" means websites that are usable by Persons with Disabilities. The AODA requires that by January 1, 2012, new websites must conform with the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA, with the exception of captions for live (non-pre-recorded) audio and audio descriptions for video.

"Advance Vote" means the voting period prior to Election Day as defined by City Council by-law. In the 2014 regular Municipal Election, the Advance Vote will occur from Tuesday October 14 to Sunday October 19, 2014, inclusive.

"AODA" means the *Accessibility for Ontarians with Disabilities Act*, *2005, as amended*.

"Agreement" means any written contract between the City and a Proponent with respect to the Services contemplated by this RFP, and shall be deemed to include the terms and conditions for the provision of the Services as set out in this RFP.

"Assistive Device or Technology" means assistive, adaptive and rehabilitative devices for Persons with Disabilities, which enable people to perform tasks that they would otherwise be unable to perform or have difficulty performing.

"Blank ballot" means a ballot submitted by an eligible elector where the elector has not selected any candidate for any office, nor given a response to a referendum or question that appears on the ballot.

"Business Hours" mean 8:00 AM to 5:00 PM (EST) of any business day.

"CAPTCHA" means Completely Automated Public Turing Test to tell Computers and Humans Apart.

"Centralized Electronic Voters' List" or "CEVL" means a voters' list management system or solution that allows Advance Vote election workers to update voter data and voting status for all voting channels, ensuring each voter is able to vote only once.

"City" means the City of Toronto.

"City Contact" means the City employee(s) designated as City Contact on the Notice to Potential Proponents for all matters related to the RFP call process.

"Commercial Off-the-Shelf" or "COTS" means a product that does not require extensive programming or scripting, Customization, or New Development.

"Communication Supports" may include, but are not limited to, captioning, alternative and augmentative communication supports, plain language, sign language and other supports that facilitate effective communications (Source: AODA Integrated Accessibility Standards Regulation (IASR) 2011).

"Computing device" or "Computer" means electronic hardware provided by the voter that is designed to accept data, perform prescribed operations and display the results of these operations. A voter will access the Internet Voting Solution via the Internet using a Computing Device or Computer to view, mark and cast their ballot in the 2014 Regular Municipal Election. This includes but is not limited to devices such as desktop computers, laptop computers, tablets and smart phones that support a web browser.

"Confidential Information" means:

(a) All information of a party to the Agreement that is of a proprietary or confidential nature, regardless of whether it is identified as proprietary or confidential or not, and whether recorded or not, however fixed, stored, expressed or embodied, which comes to the knowledge, possession or control of the other party to the Agreement under the Agreement, including all information to be transmitted, stored or processed on any network or computer system;

(b) Any information that the City is obliged not to or has the discretion not to disclose pursuant to law or statute such as the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA), the *Personal Health Information Protection Act* (PHIPA), or any other municipal, provincial and federal legislation;

(c) Any information that the City is required to keep confidential, including any information of third parties, including any suppliers of any products or Services provided to the City;

(d) All information relating to intellectual property rights including copyright, trade secrets, processes, formulae, techniques, plans and designs, computer programs, computer codes (whether source code or object code), and all related Documentation and financial information related hereto which is proprietary to or in the possession of a party to the

Agreement, and that the other party to the Agreement may have access to for purposes of the Agreement;

(e) Any information comprising the databases of the City or the procedures and operational protocols and information relating to the operations of the City and that the Vendor may have access to for purposes of the Agreement; and,

(f) All data, formulae, preliminary findings, and other material developed in the performance of the Services.

"Configuration" means a set of tasks required in order to activate functionality without any Customization or New Development. Support for Configuration shall be included in the Proponent's standard support and maintenance service.

"Customization" means any required software change(s) that a Proponent must make that results in a modification or creation of any proposed application source code in order to meet the City's Functional Requirements. See also "New Development".

"Council" means Toronto City Council.

"Declined ballot" means an eligible elector has declined to vote and forfeited the right to obtain a new ballot.

"Deliverables" means the Deliverables as defined in Section 3.2 of this RFP.

"Demonstration" means a Proponent's Demonstration of the Mandatory, Functional, Technical and Non-Functional Requirements to the Selection Committee.

"Design Capacity" means the maximum number of users the System or Solution is able to support.

"Disability" means:

(a) Any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device,

(b) A condition of mental impairment or a developmental disability,

(c) A learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language,

(d) A mental disorder, or,

(e) An injury or disability for which benefits were claimed or received under the insurance plan established under the *Workplace Safety and Insurance Act, 1997*; ("handicap").
Source: *Ontario Human Rights Code, R.S.O. 1990, c. H.19, s. 10,* and *Accessibility for Ontarians with Disabilities Act, S.O. 2005, C. 11, s.2.*

"Documentation" means any communicable material that is used to describe, explain or instruct regarding attributes of an object, system or procedure, such as its parts, assembly, installation, maintenance and use.

"Effective Date" means the date that the City and the Vendor agree in writing to the terms and conditions of the Agreement that shall be the date the Agreement takes effect.

"Election Day" for the 2014 regular Municipal Election is Monday, October 27, 2014.

"Election Management System" or "EMS" means a software Component and/or a Sub-Component(s) of the IVS, being a specifically-licensed computer program or programs for whose proprietary "right to license" has been established in law and which consists of:

    (a) Statements and instructions in machine-readable executable code form;

    (b) All error corrections, revisions and updates provided by the Successful Proponent or Contractor to the City pursuant to the Contract; and,

    (c) Any upgrades or updates of that computer program(s).

"Election Night Management System" or "ENMS" means the City System that collects and produces the election results from the approximately 1,600 Election Day voting places and 45 Advance Vote locations.

"Election Officials" means City staff working in the City Clerk's Office of the City of Toronto.

"Elector Identification Number" or "EID" means a unique number assigned to an eligible elector. The elector will use their EID, along with a password or shared secret, to log into the Internet Voting Solution.

"Eligible Elector" or "Elector" means a person who is eligible to vote at an election under the *Municipal Elections Act, as amended,* and whose name appears on the voters' list. See also "Voter."

"Event" means General Election, by-election, Advance Vote, simulation, etc.

"Functional Requirements" means the requirements set out in Appendix F.2 of this RFP and any additional proposed functional requirements in the Proponent's Proposal, if accepted by the City.

"I&T" means the Information and Technology Division of the City.

"Include" or "Including" means including, but not limited to.

"Interactive Voice Response" or "IVR" means a technology that allows a computer to interact with humans through the use of voice and Dual-Tone Multi-Frequency (DTMF) tones input via keypad.

"Internet Voting" means a voting method where votes are transferred via the Internet to a central counting server. Internet Voting in this RFP refers to Remote Internet Voting, in which voters cast their ballot from any Internet connection to which they have access, such as a home computer.

"Internet Voting Period" means the period of time during which voters may cast a ballot using the Internet Voting Solution, as defined by City Council bylaw.

"Internet Voting Process" means the steps and timeframes the City has defined that will allow eligible voters to cast their ballot using the IVS.

"Internet Voting Solution" or "IVS" means a computer application or Solution where eligible voters can cast their votes using a secure and secret electronic ballot that is transmitted to election officials over the Internet using a web browser such as Internet Explorer, Firefox or Google Chrome.

"IT" means information technology in general.

"Knowledge Transfer" means the process by which the Vendor provides training with respect to the Services that augment the knowledge and experience of City Staff and user groups, including access to reports, information sessions and meetings and includes a thorough, hands-on review of the methodologies and tools employed by the Vendor to ensure the appropriate City Staff acquire the skills to manage the ongoing day-to-day operations, improvements and future implementations.

"May" and "should" used in this RFP denote permissive (not mandatory).

"MEA" means the *Municipal Elections Act, R S.O. 1996, c. 32, as amended.*

"MFIPPA" means the *Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, Chapter M. 56, as amended.*

"Must," "shall" and "will" used in this RFP denote imperative (mandatory), meaning Proposals not satisfying imperative (mandatory) requirements will be deemed to be non compliant and will not be considered for contract award.

"New Development" means any required software change(s) that a Proponent must make that results in a modification or creation of any proposed application source code in order to meet the City's Functional Requirements. See also "Customization."

"Non-Functional Requirements" means the requirements set out in Appendix F.2 of this RFP and any additional proposed Non-Functional Requirements in the Proponent's Proposal if accepted by the City.

"Notice of Acceptance" means a written notification by the City to the Vendor confirming that the City has accepted the completeness and adequacy of the Deliverables specified in such notice. Notice of Final Acceptance has the commensurate meaning.

"Oath" means an affirmation and statutory declaration.

"Office" means one of the offices shown on the ballot (i.e. Mayor, Councillor, Trustee). A voter can select a maximum of one candidate for each office.

"Out-of-the-Box" means features that are available as part of the Solution immediately upon installation and require no Customization or New Development.

"Over-vote" means an elector has selected more than the permitted number of candidates for one or more offices on the ballot.

"Preliminary List of Electors" or "PLE" means the legislated product provided to all Ontario municipalities by the Municipal Property Assessment Corporation (MPAC) in the year of a general municipal election or a by-election. The PLE may be based on data from any source(s), including the most recent enumeration under the *Assessment Act* and information from the records of the Registrar General regarding the registration of births, deaths and changes of name under the *Vital Statistics Act, R.S.O 1990, c. V.4, as amended,* the *Change of Name Act, R.S.O. 1990, c. C.7, as amended.*

"Presentation" means a Proponent's Presentation to the Executive Selection Committee.

"PHIPPA" means the *Personal Health Information Protection Act, 2004, as amended.*

"PIA" means a Privacy Impact Assessment.

"Production Environment" means the set of processes, software and physical infrastructure required to operate the Solution on an ongoing basis. This is the currently released version of the application, accessible to the client and end users. This version preferably does not change, except for during scheduled releases.

"Project" means the development, supply, implementation, training, support and maintenance of an Internet Voting Solution for Persons with Disabilities for the 2014 regular Municipal Election, October 27, 2014 as set out in the RFP.

"Project Manager" means the main contact person at the City for all matters relating to the Project.

"Proponent" means a legal entity that submits a Proposal. If two or more legal entities wish to submit a Proposal as a consortium, one member of the consortium must be identified as the Proponent with whom the City may enter into an Agreement, and the other member(s) must be identified as subcontractors to that Proponent.

"Proposal" means an offer submitted by a Proponent in response to this RFP, and includes all of the documentation necessary to satisfy the submission requirements of the RFP.

"Public External Auditor" means a third-party, City-appointed Ethical Hacker, Security Assessor, and/or overall Solution Audit professional who performs an audit in accordance with specific Canadian laws or rules. See also "Threat Risk Analysis" and "Vulnerability Assessment."

"QA Environment" means an Environment for quality assurance. This provides a less-frequently-changed version of the application which testers can perform checks against. This allows reporting on a common revision so developers know whether particular issues, found by testers, have already been corrected in the development code.

"Recovery Time Objective" or "RTO" means the duration of time and service level in which a business process must be restored following a disruption in order to avoid unacceptable consequences associated with a break in business continuity.

"Recovery Point Objective" or "RPO" means the acceptable amount of data loss, measured in time.

"Requirements" means the City's Functional, Technical and Non-Functional Requirements, collectively.

"RFP" means this Request for Proposal package in its entirety, inclusive of all Appendices and any bulletins or Addenda that may be issued by the City.

"Responsive Web Design Principles" means the set of principles that the design and development of the Solution may adhere to. Websites designed under these principles are flexible and respond to the user's behaviour and environment based on screen size, platform and orientation. This means that, depending on the user's computing device and settings, the Solution will automatically detect and respond appropriately to the user's preferences, accommodating resolution, image size and scripting abilities.

"Scalable" means a system architecture that can be shrunk or expanded to adjust system capability and capacity to the number of modules, users, transactions and data volume without changing program code and may include adding or subtracting servers (web, application and/or database) and other system components.

"Services" means all services and deliverables to be provided by the Vendor as described in this RFP.

"Service Level Agreement" or "SLA" shall mean a sub-agreement of the definitive IVS Agreement, which will specify the minimum thresholds for technical support as well as repair and maintenance Services for all Components and/or Sub-Components of the IVS that the Successful Proponent, Contractor or third-party will guarantee to the City over the entire period of the definitive IVS Agreement.

"SFTP" means the City's corporate Secure File Transfer Protocol.

"Scrutineer" means a person appointed by a candidate to observe the voting process.

"Staging Environment" means the environment that should mirror the Production Environment as closely as possible, contains the "next" version of the application and is used for final stress testing and client/manager approvals before going live. It is used for verification of deployment procedures (e.g., making sure that when code is production ready it can be deployed without causing problems). Code goes to the Staging Environment where it is comprehensively tested and regressed to ensure that deployment went as planned (and to iron out any issues if deployment did not go as planned).

"Supplementary List of Electors" or "SLE" means the legislated product that may be provided to an Ontario municipality by MPAC in the year of a regular municipal election. The SLE identifies voter data to be added, deleted or changed from the original PLE.

"Solution" means an IVS, including any Deliverables and Services meeting the City's Functional, Technical and Non-Functional Requirements, as set out Appendix F.2 of this RFP.

"Subdivision" or "Sub" means the geographical area associated with a voting location. This area is identified by an assigned number. Subdivisions are frequently added, deleted and/or changed throughout the lead-up to an election.

"System" shall have the same meaning as IVS as noted within these definitions. See also "Solution."

"Toronto Election Information System" or "TEIS" means the City's current election management system, which is comprised of various software platforms and products. The TEIS functional components are: Campaign Contributions and Rebate, Candidate Management, Election Day

Management, Results Accumulation and Reporting, Voters' List Management and Voting Locations (Poll) Management.

"Technical Requirements" means the Requirements set out in Appendix F.2 of this RFP and any additional proposed technical Requirements in the Proponent's Proposal if accepted by the City.

"TRA" means a Threat Risk Assessment, performed by a Public External Auditor.

"Total Price" means the Total Price (excluding taxes) as set out in the Agreement and accepted by the City, and constitutes the total compensation payable to the Vendor for all Services to be performed under the Agreement. The Total Price includes any additional amounts payable for approved changes in the Services as provided for and authorized in the Agreement, and is the complete and all-inclusive amount payable by the City to the Vendor for all Services to be completed under the Agreement in accordance with the method, manner and conditions of payment stipulated in the Agreement.

"Total Proposed Price" means the Proposal price for the Project as set out in Appendix D of this RFP.

"TTY" means teletypewriter, a device designed for use by persons with hearing or speech difficulties, to facilitate communication over the phone.

"Under-vote" means a voter has selected fewer than the minimum number of candidates for one or more offices on the ballot.

"Updates" shall mean:

(a) Subsequent releases of Internet Voting Solution Software that a Successful Proponent or Contractor makes generally available to its customers, and that adds new features, functionality, and/or improved performance;

(b) Bug or error fixes, patches, workarounds or fixes, and maintenance releases;

(c) New point releases, including those denoted by a change to the right of the first decimal point (e.g., v3.0 to 3.1);

(d) New major version releases, regardless of the version name or number, but including those denoted by:
    (i) A change to the left of the first decimal point (e.g., v5.0 to 6.0); and/or,
    (ii) The addition of a date designation or a change in an existing date designation (e.g., v1999 to 2000) provided, however, that Updates shall not include new or separate products which the Successful Proponent or Contractor offers only for an additional fee to its customers.

(e) Updates or enhanced functionality dictated by changes to legislation.

"User" means City staff using the system for administrative or training purposes.

"User Acceptance Testing" or "UAT" has the meaning set out in Section 3.2.4 of this RFP.

"Vendor" means the Successful Proponent with whom the City enters into an Agreement.

"VA" means Vulnerability Assessment, performed by a Public External Auditor.

"Voter Contact Centre" means the support centre provided by the Vendor, which is available to assist voters via their preferred method of communication (email or phone) with voting or registration issues, or voting, registration and technical questions.

"Voter Information Card" or "VIC" means a product that is sent to an eligible elector, notifying them of voting dates, times and locations, and their voter information as provided by MPAC. VICs are distributed to eligible electors via postal mail.

"Voter Notification File" or "VNF" means a product that is provided by MPAC. The VNF is a delimited file sent to the City's print Vendor for the production of Voter Information Cards (VICs).

"Voter" means a person who is eligible to vote at an election under the MEA. See also "Eligible Elector."

"Voters' List" means a list of names and addresses of eligible voters for an upcoming election, by-election or referendum, prepared under the MEA.

"Voters' List Amendment Application" or "VLAA" means a form that a voter must complete in order to add their name to the voters' list or change their information on the voters' list.

"Voting Population" means the total number of electors that are eligible to vote and appear on the voters' list as of voting day.

"Ward" means a section into which the City is divided for the purposes of an election and governance. The City is comprised of 44 wards. Ward boundaries do not cross.

1.3   Interpretation

In this RFP and in the Agreement, unless the context otherwise necessitates,

(1)   Where in this RFP a reference is made to the express written agreement, approval or consent of the City, it shall be understood that the City shall not be deemed or construed to have agreed to any stipulation, requirements, exclusion, limitation or other term or condition set out in a Proposal that deviates from a provision set out in any of the Agreement documents, unless that deviation is expressly confirmed in a formal executed Agreement or in a written and express amendment to such Agreement;

(2)   Where there is a reference to a matter requiring the consent or the approval of the City, such consent or approval, any conditions thereof, or the denial of same shall be deemed to be exercisable by the City at its absolute discretion;

(3)   The City shall not be bound by any oral representation or communication whatsoever, including but not limited to any instruction, amendment or clarification of this RFP or any of the Agreement documents, or any information, advice, inference or suggestion, from any City Staff concerning the Proposal's submissions, the RFP, the proposed Agreement or any other matter concerning the Agreement or the Project. No City Staff is authorized to orally alter any portion of the RFP. In addition, the City shall not be bound by any written representation whatsoever concerning any matter concerning the RFP, the Agreement or the Project unless executed by the person designated and authorized in accordance with City Policies, the Agreement or in accordance with a direction or authorization of City Council.

The Proponents release and waive all claims whatsoever in negligence, in equity or otherwise with respect to any oral or unauthorized representations or communications;

(4)   The Agreement documents will be complementary and what is required by any part thereof shall be considered as being required by the whole. In the event of a conflict or inconsistency the order of precedence shall be, in descending order of priority, as follows:

    (a) The Agreement;

    (b) The Schedules to the Agreement;

    (c) The RFP; and,

    (d) The Vendor's Proposal.

(5)   Proposals will be called, received, reviewed, accepted and processed in accordance with the terms of this RFP and the City of Toronto Municipal Code, Chapter 195, as amended – Purchasing. The Municipal Code can be found on the City of Toronto's web site at: http://www.toronto.ca/legdocs/municode/index.htm. Related policies and procedures can be found at: http://www.toronto.ca/calldocuments/policy.htm. By submitting a Proposal for this RFP, the Proponent agrees to be bound by the terms and conditions of these by-laws, policies and any amendments thereto, as fully as if they were incorporated herein.

(6)   In this RFP and in the Agreement, unless the context otherwise necessitates:

(a) Any reference to an officer or representative of the City shall be construed to mean the person holding that office from time to time, and the designate or deputy of that person, and shall be deemed to include a reference to any person holding a successor office or the designate or deputy of that person;

(b) A reference to any Act, bylaw, rule or regulation or to a provision thereof shall be deemed to include a reference to any Act, bylaw, rule or regulation or provision enacted in substitution thereof or amendment thereof;

(c) All amounts are expressed in Canadian dollars and are to be secured and payable in Canadian dollars;

(d) All references to time shall be deemed to be references to current time in the City (Eastern Standard Time Zone);

(e) A word importing only the masculine, feminine or neutral gender includes members of the other genders; and a word defined in or importing the singular number has the same meaning when used in the plural number, and vice versa;

(f) "Shall," "may," "herein," "person," "writing," "written," "surety," and "security" shall have the same meaning and effect as given in the *Interpretation Act, R.S.O. 1990*, as amended;

(g) "Including" means "including but not limited to;"

(h) The words "acceptable," "approval," "authorized," "considered necessary," "directed," "required," "satisfactory," or words of like import, shall mean approval of, directed, required, considered necessary or authorized by and acceptable or satisfactory to the City unless the context clearly indicate otherwise;

(i) Any words and abbreviations, which have well-known professional, technical or trade meanings, are used in accordance with such recognized meanings;

(j) All accounting terms have the meaning recognized by or ascribed to those terms by the Canadian Institute of Chartered Accountants;

(k) The headings to each article and section are inserted for convenience of reference only and do not form part of the Agreement; and,

(l) All index and reference numbers in the RFP or any related City document are given for the convenience of Proponents and such must be taken only as a general guide to the items referred to. It must not be assumed that such numbering is the only reference to each item. The documents as a whole must be fully read in detail for each item.

1.4   RFP Process Terms and Conditions

This RFP process is governed by the terms and conditions in Appendix 'A' – RFP Process Terms and Conditions.

2.0   PURPOSE

(1)   The Clerk of the Municipality of Toronto seeks to select a Vendor for the development, supply, implementation, training, support and maintenance of an Internet Voting Solution for Persons with Disabilities for the 2014 regular Municipal Election.

(2)   The Clerk of the Municipality of Toronto is also seeking to select a Vendor for the development, supply, implementation, training, support and maintenance of an Internet Voting Solution which can accommodate the City's more than 1.6 million Eligible Electors, should City Council decide to make the Solution available to all Eligible Electors in the City.

(3)   The City is looking for a Solution with little or no New Development that can meet the objectives described in Section 3.0 – Scope of Work, and the Mandatory, Functional, Technical and Non-Functional Requirements described in this RFP in Appendix F.1 and Appendix F.2.

(4)   It is the intent of the City to enter into a non-exclusive Agreement with a Vendor who is an acknowledged market leader and who can demonstrate experience and expertise in delivering, implementing and supporting similar Internet Voting Solutions to large organizations of comparable size and complexity as the City. The Proponent should be able to demonstrate its commitment to deliver the Solution in time for the Internet Voting Period specified in the Council By-law for the 2014 regular Municipal Election.

(5)   It is desirable for the City to contract with a single Proponent who can provide the required skills and expertise to work with the City during the entire Project so that all the objectives and the Functional, Technical and Non-Functional Requirements can be achieved consistently and efficiently.

2.1   Mandatory Proponent Information Meeting

(1)   Interested Proponents must attend a mandatory Proponent information meeting to familiarize themselves with the Project and ascertain the full extent of the work required. Proposals submitted by Proponents that did not attend the mandatory information meeting shall be declared informal and will not be considered. Individuals attending the meeting must sign in and clearly indicate on the sign-in sheet the name of the firm they are representing.

(2)   The Mandatory Proponent information meeting is to occur on November 12, 2013 at 10:00 AM (EST), at the City of Toronto Election Warehouse, 89 Northline Road, Toronto, Ontario, Canada, M4B 3G1.

2.2   Background

(1)   Municipal elections in Ontario, Canada are conducted under the authority of the *Municipal Elections Act, R.S.O. 1996, c. 32, as amended* (MEA). To protect the integrity of the electoral process, the City Clerk of the municipality, through the MEA and applicable legislation, performs a statutory role and is responsible for the administration of the election. Regular Municipal Elections occur every four years, on the third Monday in October. The next regular Municipal Election is on Monday October 27, 2014.

(2)   Municipal elections in Ontario are conducted in accordance with the following principles of the MEA:
- The secrecy and confidentiality of an individual's vote is paramount;
- The election is fair and non-biased;
- The election is accessible to the voters;
- The integrity of the process is maintained throughout the election;
- There should be certainty that the results of the election reflect the votes cast; and,
- Voters and candidates are treated fairly and consistently.

(3)   Toronto is Canada's largest city and sixth largest government, and home to a diverse population of approximately 2.6 million people.

(4)   The City of Toronto's Municipal Elections are among the most complex in North America. In 2010, more than 1.6 million eligible electors could cast ballots for 476 candidates in nearly 1,600 voting places across the City. Electors cast a ballot for one candidate for Mayor, one candidate for Councillor and one candidate for Trustee. In addition, a City-wide or Ward-specific question(s) may be included on the ballot.

(5)   The Mayor of the City is elected at large, while a Councillor is elected in each of the City's 44 wards. With four (4) different school boards (English Public, English Catholic, French Public, French Catholic) and a Non-Resident designation, a total of 220 different ballot types are required for each regular Municipal Election.

(6)   The Government of Ontario has passed legislation including the *Ontario Human Rights Code*, the *Ontarians with Disabilities Act, 2001* (ODA), and the *Accessibility for Ontarians with Disabilities Act, 2005* (AODA) and its Information and Communication Standards that include implied or express accessibility obligations in the acquisition of all goods and services, regardless of value. The City Clerk must adhere to her obligations under the legislation.

(7)   Making elections accessible is a priority of the Clerk of the Municipality of Toronto. Under section 12.1(1) of the MEA, the Clerk is required to have regard to the needs of electors and candidates with disabilities when conducting an election.

For more information about the City's Municipal Election accessibility requirements, visit: http://www.toronto.ca/elections/accessibility

(8)   At its meeting on June 11, 12 and 13, 2013, Toronto City Council requested that the Clerk "**implement internet voting for persons with disabilities in time for 2014 municipal election.**" See: http://app.toronto.ca/tmmis/viewAgendaItemHistory.do?item=2013.GM22.15

(9)   The Clerk's intention with this Request for Proposal is, with the approval of City Council, to negotiate an Agreement with the Successful Proponent and have a completed Statement of Work by March 30, 2014, in order to provide the Successful Proponent enough time to deliver the Solution by the September 2, 2014 Go-Live date.

(10) Historically in Canada, voter up-take rates for Internet Voting have been approximately five (5) to ten (10) percent of eligible electors, when used as an alternate voting channel. According to the definitions of a disability from the Ontario Human Rights Code and the Statistics Canada study on Persons with Disabilities (*Disability in Canada: A 2006 Profile*), between 230,000 and 400,000 of the City of Toronto's 1.6 million eligible electors have a disability. Because the City does not have access to a repository of

information to identify Persons with Disabilities, self-disclosure is the only method of identifying an elector with a disability. The City can therefore only estimate both the number of potential users of an Internet Voting Solution and its potential up-take when implemented.

See: http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm
See: http://publications.gc.ca/collections/collection_2011/rhdcc-hrsdc/HS64-11-2010-eng.pdf

3.0   SCOPE OF WORK

(1)   The City intends to review Proposals that deliver a Commercial Off–the-Shelf (COTS) Solution which will allow Persons with Disabilities to cast a vote from any location, provided they have access to a computing device, the Internet, and any assistive technology that they may require to access the computing device.

(2)   The Solution is to be based on the model described in this RFP and is to adhere to the City's objectives. The initial contract term will cover the conduct of the 2014 Regular Municipal Election only, and the MEA legislated record retention period of 120 days. After 120 days, based on notification from the City, all records must be destroyed or returned to the City. The City will be under no obligation to exercise any contract renewal options.

(3)   The City is seeking a Solution that will allow eligible electors to access a voting website using a web browser. The Solution should verify the voter's identity and their eligibility to vote using a password or passcode to authenticate, and then display the appropriate online ballot. The authorization to access the voting system should allow for any kind of password-based system.

(4)   Since the Solution will rely on passwords for authentication, the delivery of the passwords should strike a balance among convenience, security and accessibility. Specific controls must be used to ensure that each voter obtains only one password. The Solution may provide delivery through the voter's preferred method (e.g., postal mail, email or by a call to a voter placed by the Vendor's Voter Contact Centre agents).

(5)   The Solution must allow Persons with Disabilities to vote independently and secretly, without requiring assistance from another person.

(6)   The Solution may allow the voter to print a secure ballot receipt once their vote has been cast electronically, to serve as physical 'proof' that a ballot has been cast.

(7)   The Solution must be able to accommodate the potential up-take rates outlined in the Objectives, of:

    (a) Fifty thousand (50,000) votes, if the Solution is only available for persons with Disabilities (Sizing Option 1); and,

    (b) One-hundred-and-fifty thousand (150,000) votes, if the Solution is available for all eligible electors in the City (Sizing Option 2).

(8)   The Solution will provide for four (4) separate processes:

(a) **Demonstration Site:** The Demonstration Site will be available for City use, and will demonstrate the functionality of the Solution. The City will use the Demonstration Site for communication, education and outreach purposes;

(b) **Internet Voter Registration**: This may last anywhere from four (4) to six (6) weeks, beginning no earlier than September 2, 2014, potentially ending the day before the Internet Voting Period begins, on October 7 or on October 13, 2014;

(c) **Internet Voting**: This process will last six (6) days, and may potentially overlap with Internet Voter Registration. Internet Voting may begin on October 8 and end on October 13, 2014, or begin on October 14, 2014, and end on October 19, 2014; and,

(d) **Results Reporting:** Results from the Solution will be made available after 8:00 PM (EST) on Election Day, October 27, 2014.

Potential Internet Voting Process

Registration:

Voters with a disability contact the Voter Contact Centre and request to be mailed, emailed or receive registration information over the phone, including:
- Secure Elector ID
- Instructions for accessing website

Voter visits website:
- Enters Secure Elector ID
- Registers to use Internet Voting Solution

Authentication:

Voter receives second package with secure PIN:
- Visits website
- Creates password using secure PIN

Voting:

Voter visits website:
- Validates identity with Elector ID and password
- Casts ballot
- Receives verification ballot has been cast

Results:

After voting has closed:
- Ballots are decrypted from secure server
- Number of valid ballots counted
- Results are distributed to the results system

Advance Vote Scenarios

(9) The Solution will likely be available concurrently with the Advance Vote, an on-site voting channel that will occur at a designated location in each of the City's 44 Wards, as well as one (1) "vote anywhere" location, beginning Tuesday October 14 and ending Sunday October 19, 2014 (inclusive). Alternatively, the Solution may have no overlap with the on-site Advance Vote.

(10) The Proponent should provide options based on two (2) Solution Scenarios:

(a) Advance Vote Scenario A: Internet Voting runs concurrently with the Advance Vote period; or,

(b) Advance Vote Scenario B: Internet Voting does not overlap with the Advance Vote period.

Internet Voting and Advance Voting Periods		
Scenario A: Concurrent	**Date**	**Scenario B: No Overlap**
	Oct 7	
		← Integration Point
	Oct 8	
	Oct 9	
	Oct 10	Internet Voting
	Oct 11	
	Oct 12	
	Oct 13	
Integration Point →		← Integration Point
	Oct 14	
	Oct 15	
Internet Voting	Oct 16	Advance Vote (at 45 locations across the City)
Advance Vote (at 45 locations across the City)	Oct 17	
	Oct 18	
	Oct 19	
Integration Point →		← Integration Point

The Proponent should include the costs associated with implementing each of the two scenarios listed above in their proposal, in accordance with the Two-Envelope system referred to in section 5.2 (1)(i).

(11) The current on-site Advance Vote channel uses the City's internal web application, TEIS (Toronto Election Information System) for real-time updates to the electronic voters' list and "striking off" (marking as voted) those electors who vote at the Advance Vote. The

City will deploy 375-400 laptop computers to the 45 Advance Vote locations (approximately 8 laptop computers for each physical location).

(12) The TEIS system requires access to the City's Internal network via either a wired connection or wireless router, which are set up and enabled before the Advance Vote starts. Advance Vote election workers securely access the City network (and the TEIS application) by authenticating to City of Toronto's Virtual Private Network (VPN) service, ePass Internet Portal, from an Internet web browser.

(13) Throughout the on-site Advance Vote period (10:00 AM to 7:00 PM (EST) from October 14 to October 19, 2014 (inclusive)), approximately 375 – 400 election workers located at 45 locations across the City will require real-time access to the electronic voters' list for the purposes of adding voters to the voters' list, modifying voter information and marking voters as voted. As the Internet Voting Period may run concurrently with the on-site Advance Vote (Advance Vote Scenario A), the Proponent must address these system requirements.
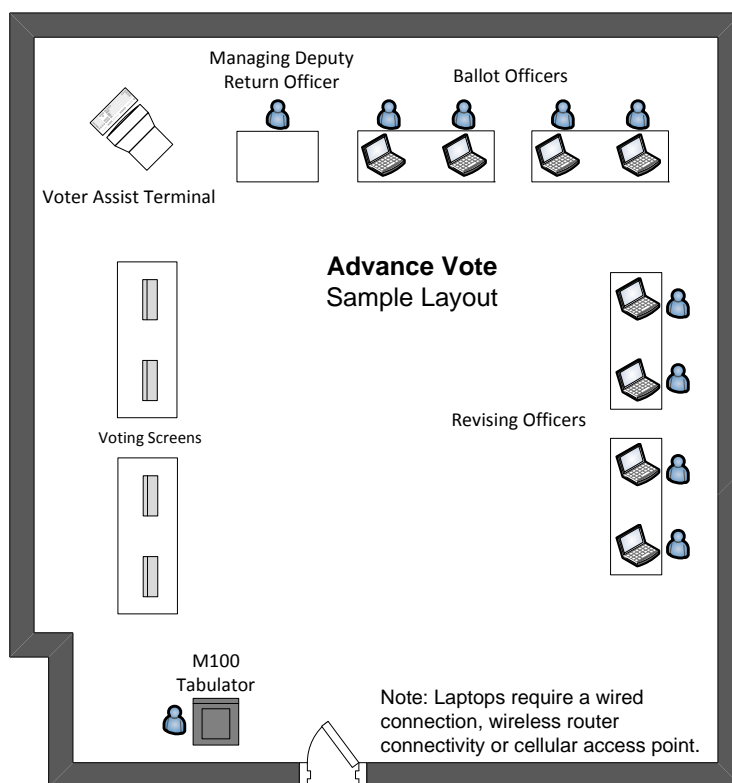
Centralized Electronic Voters' List Management

(14) In Advance Vote Scenario A, the Proponent must provide a complete, Centralized Electronic Voters' List (CEVL) management system to replace the TEIS at the on-site Advance Vote locations. This Solution must include any hardware, software and services required to manage the real-time synchronization of the voters' list between the IVS and on-site Advance Vote. A CEVL is required to prevent a voter from being able to cast more than one (1) ballot; in the Internet Voting Solution using the Internet, and at an Advance Vote location using a paper ballot.

(15) Ideally, the CEVL management system is a web-based solution that is easily but securely accessed through an Internet web browser over a secure network connection, ideally authenticating to a VPN.

(16) If the CEVL management system requires that specific hardware other than laptops and barcode scanners be deployed to the Advance Vote locations by the City, the Proponent is to identify and provide the hardware, and include a deployment plan. The Advance Vote locations must be set up the weekend prior to the start of the on-site Advance Vote, which begins on Tuesday, October 14, 2014, and must allow for sufficient time for City staff to test connectivity and functionality.

(17) If the specified CEVL management hardware requires vendor deployment (as opposed to City deployment), the Solution must also include any costs associated with such a deployment.

Voter Contact Centre and Solution Support

(18) The Solution must include a Voter Contact Centre with TTY support for voters who are deaf, deafened or hard of hearing. The Proponent may provide other more modern options in their Proposal, including accessible live chat and email in an accessible format.

(19) As there is no predictive model of the call volume, the Proponent should provide two (2) Voter Contact Centre service level sizing options based on total projected call volume over the course of the Internet Registration and Voting Periods. The Voter Contact Centre service level sizing options are based on the two (2) Solution Sizing Options provided in Subsection 7A – Core Pricing, and are anticipated to be:

    (a) 50,000 calls (if the Solution is only available for persons with Disabilities); or,

    (b) 150,000 calls (if the Solution is available for all eligible electors in the City).

The Proponent should include in their proposal, the costs associated with implementing each of the two (2) Voter Contact Centre sizing options listed above in accordance with the Two-Envelope system referred to in section 5.2 (1)(i).

(20) The Solution must include support services such as video tutorials, which would include:

    (a) Captions;

    (b) ASL interpretation; and,

    (c) A narration that is explicit about all visual details (this negates the need for separate audio descriptions).

Integration and Constraints

(21) The Solution must have minimal impact on the City's technical infrastructure. The City does not anticipate requiring middleware (e.g., WebMethods) for the provisioning of the Solution. In addition, the Solution must have all data, support services and Voter Contact Centre functions hosted in Canada to protect the privacy and personal information of voters. The Solution will be supported and maintained by the Vendor with what is defined as Level 1, Level 2 and Level 3 Support. Training, documentation and materials will also be provided by the Vendor. For more information, see Section 3.7 of this RFP.

(22) The Solution should respect the following constraints:

(a) Keep integration with the City's existing electoral systems and processes to a minimum, with special consideration for integration points around the voters' list and results reporting;

(b) Impact on the City, including potential changes to process, personnel, or system requirements, should be minimized;

(c) Offer Internet Voting prior to, but not on, Election Day, October 27, 2014; and,

(d) Provide accessible user interfaces to both voters and users as defined by the Information and Communications Standards under the AODA. Specifically, all Web-based user interfaces must conform to WCAG 2.0 Level AA.

(23) The Solution should produce a results output text file compatible with the City's existing results accumulation system (ENMS).

(24) The Solution should demonstrate how accessibility and usability ties in with the overall development process and methodology, including an accessibility test strategy, how accessibility standards will be implemented, and what tools the Proponent intends to use for accessibility validation.

3.1 Objectives

(1) The City's objectives for the Solution are to:

(a) Acquire a Solution that can address the challenges referenced in Section 2.2;

(b) Implement a COTS Solution with little to no New Development or Customization that is externally hosted outside of the City's technical infrastructure but within the borders of Canada;

(c) Implement a Solution that is secure and compliant with the Ontario Human Rights Code, the AODA, the MFIPPA, and with changing legislative requirements and election by-laws. The Solution must be scalable, flexible and open to accommodate a voter base of 1.6 million, with potential up-take rates of up to:
   i. 50,000 votes (Scenario A: If the Solution is only available for persons with a Disability); and,
   ii. 150,000 votes (Scenario B: If the Solution is available for all eligible electors in the City).

(d) Implement an Internet Voting channel based on a web interface that is accessible (WCAG 2.0 Level AA conformant) and compatible with assistive technology, allowing multiple users to log on concurrently in real time, and available as an Advance Vote option prior to Election Day, October 27, 2014;

(e) Implement a full Voter Contact Centre with TTY, live-chat and email support, without the need for any assistance from City staff, that will be capable of:
    i.   Handling up to 50,000, or 150,000 potential calls;
    ii.   Assisting voters who need to register to use the Internet Voting Solution;
    iii.   Distributing Voters' List Amendment Applications (VLAAs) and instructions on how to complete the VLAA to voters, upon request, by postal mail or email;
    iv.   Providing technical support to voters who cannot access the Solution or need to reset their PIN;
    v.   Distributing EIDs and PINs in an accessible method of the voter's choice, either by postal mail, e–mail or telephone; and,
    vi.   Providing 24-hour support for the full duration of the specified Internet Voting Registration and Internet Voting periods.

(f) Have the Proponent provide Technical support required by City staff on the administration of the Internet Voting Solution;

(g) Balance the convenience to electors with supporting the need for security and integrity of the election process;

(h) Ensure the proposed Solution will minimize integration with other components of the City's own internal election systems, as well as the City's existing technical infrastructure;

(i) Have the Proponent demonstrate their understanding of accessibility and accommodation requirements of Persons with Disabilities in the delivery of their Solution. Upon submission of the Proposal, the Proponent shall provide access to a demonstration system or website for accessibility evaluation.

(j) Have the Proponent demonstrate their knowledge and experience with respect to inclusion, diversity and accessibility;

(k) Have the Proponent describe their specific credentials and/or certificates, qualifications and/or tools with respect to inclusion, diversity and accessibility;

(l) Own all property and ownership rights to any custom-developed software components of the Solution developed by the Vendor for the City;

(m) Commence the Project in April 2014, with completion by September 2, 2014;

(n) Implement the Solution in phases and address at a minimum the following:

	Phase	Date
1	Project Initiation	April 2014
2	Interface, Configuration and Integration of Requirements Validation	April 2014
3	Customize, Integrate and Test Interface	May 2014
4	Solution Configuration, Implementation and User Acceptance Test	June 2014
5	Final Acceptance	August 2014
6	Go Live – Registration and Voting	September 2, 2014

Note: Dates are approximate, except Phase 6 – Go Live Registration and Voting.

(2) The Proponent acknowledges that the collection, use and disclosure of all information in the custody or control of the City of Toronto, either for the purpose of this RFP or for any other purpose must comply with the MFIPPA and the City's information management best practices.

(3) The Successful Proponent must also acknowledge that any disclosure of City of Toronto information assets is done because the successful respondent is considered an agent of the City as per section 32, subsection (d) of the MFIPPA. The Successful Proponent will appoint a senior staff member employed with their organization to serve as a liaison with the City of Toronto for information management purposes.

3.2   Scope Overview

Below is the proposed project timeline:
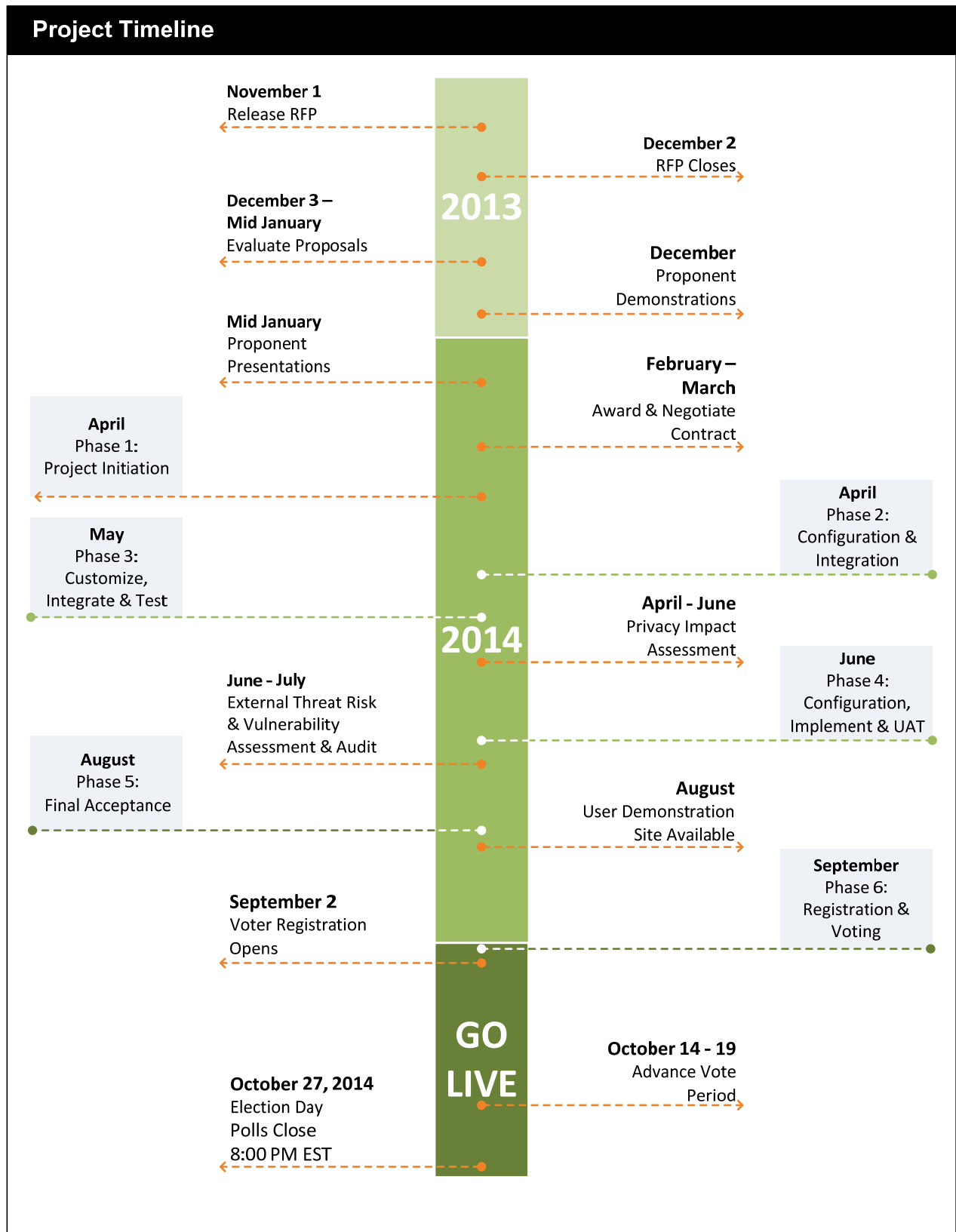
3.2.1 Phase 1 – Project Initiation

(1) The Vendor, at a minimum and based on their proposed approach, will be expected during the Project Initiation Phase to:

    (a) Work with the City to review the business requirements;

    (b) Develop a detailed Project and Resource Plan (in Microsoft Project 2007 format) containing the detailed tasks and timelines to complete the Services in accordance with the specifications and requirements of the Agreement. The Project Plan will include:

        i. A consolidated view of the assigned City and Vendor resources and the effort required to carry out all of the related activities, tasks and Deliverables for the Project;

        ii. Information for all Project resources to ensure that they have a clear understanding of the activities and tasks that they are responsible for performing to ensure timely completion of the Project;

        iii. Key dates, including dates for deliverable submissions and milestones;

        iv. Breakdown by activity, task and subtask, for the entire project;

        v. Description to the subtask level, including duration (in hours and/or days) and required staff resources; and,

        vi. A complete deployment plan for any CEVL solution in the on-site Advance vote locations

    (c) Work with the City's Election Services Senior Management Team to develop a communication plan. The communication plan will be jointly created by the Vendor and the City and should contain the following information:

        i. How the project will establish a reliable means of ensuring visibility and co-operation, by communicating status and updates on a weekly basis at a minimum; and,

        ii. The processes, methods, and tools required to ensure timely and appropriate collection, distribution, and management of project information for all project participants.

(2) The minimum required Deliverables for **Phase 1 – Project Initiation** are:

    (a) A detailed Project, Resource and Deployment Plan; and,

    (b) A Communications Plan.

3.2.2 Phase 2 – Interface, Configuration and Integration of Requirements Validation

(1) The Vendor, at a minimum and based on their proposed approach and in compliance with the City's IT security best practices, will be expected during the Interface, Configuration, and Integration of Requirements Validation Phase to:

    (a) Work with the City to develop the Configuration Requirements that will be implemented. This may include and account for the interoperability required to access/read/write/update or extract data on adjacent systems within the Solution. This may also include and account for the interoperability required to read/write/update data on adjacent systems within TEIS and the City's infrastructure;

(b) Document the details of the Configuration;

(c) Work with the City to document and map integration points; and,

(d) Allow the City to confirm the Configuration and Integration Plan.

(2) The minimum required Deliverables for **Phase 2 – Interface, Configuration, and Integration of Requirements Validation** are:

(a) A detailed and comprehensive set of <u>validated</u> Functional, Technical and Non-Functional interface requirements that describe all aspects of how the Vendor's proposed Solution will be implemented and its integration points with the City's internal systems;

(b) A detailed and comprehensive set of validated Configuration Requirements;

(c) A detailed and comprehensive set of validated Integration Requirements; and,

(d) A detailed integration map.

3.2.3 Phase 3 – Customize, Integrate and Test Interface

(1) The Vendor, at a minimum and based on their proposed approach, will be expected during the Customize, Integrate and Test Interface phase to:

(a) Confirm the hardware and software infrastructure, if any, required to support the proposed Solution based on a vendor-hosted COTS implementation model;

(b) Conduct, as necessary, sessions with City staff (stakeholders, business development leads) in order to confirm, document and test the Interface and any Integration points between the Vendor system and City system(s);

(c) Update the Interface and Integration design document as required;

(d) Create a QA, Staging and Production Environment; and,

(e) Create a detailed workflow outlining the Customization process, as required, including the conceptual, logical and physical design specifications for any Customization needed.

(2) The minimum required Deliverables for **Phase 3 – Customize, Integrate and Test Interface** are:

(a) A completed and customized Interface that is ready for testing;

(b) A Technical Design Document detailing the Interface and Integration components and functionality;

(c) A detailed workflow outlining the Customization process, as required; and,

(d) A customized Solution administration guide.

3.2.4   Phase 4 – Solution Configuration, Implementation and User Acceptance Test

(1)   The Vendor, at a minimum and based on their proposed approach, will be expected during the Solution Configuration, Implementation and User Acceptance Test phase to:

(a) Implement the Solution, which, at a minimum, includes:
  i.   Working closely with dedicated City technical staff during the entire Project to provide skill and knowledge transfer for all aspects of the integration of the Solution with the City's existing infrastructure, while ensuring the City's business needs are captured and reflected during the installation and integration of the Solution;
  ii.   Configuring of the hardware and operating system (if any) for the Solution on the Vendor's hosted environment, with specified City technical staff confirming conformance to the Statement of Work (SOW);
  iii.   Creating a QA Environment to ensure proper Quality Assurance, Integration and Stress Testing prior to the Solution's migration to the Staging and Production Environments
  iv.   Creating the QA Environment, separate from the Production Environment that will enable the City to test the interface without impacting the Solution's Production Environment. The Environment should be preloaded with demonstration data. Any costs associated with the creation, maintenance and/or acquisition of licences for a QA Environment must be included in costing tables;
  v.   Within the Staging Environment, complete functional testing of the required business features based on use cases developed by the City in collaboration with the Vendor;
  vi.   In addition to testing the functionality of the required business features, there must be provision to include a Vulnerability Assessment in the Staging Environment, which mirrors the final Production Environment, where security findings can be assessed, risk levels can be assigned and mitigation measures can be addressed. Any costs associated with the creation or production of additional copies of the software required to act as a back-up in the event of system corruption must be included in costing tables. The Successful Proponent should be prepared to work with a third-party Vulnerability Assessment firm provided by the City; and,
  vii.   Performing any New Development and/or Configuration(s) required with the participation of City technical staff and business owners.

(b) Customize the Solution, which, at a minimum, includes:
  i.   Creating a customized City-branded interface portal that adheres to City image standards.

(c) Perform Data Migration:
  i.   Planning and documenting the Voters' List migration strategy;
  ii.   Migrating all data (i.e. Voter name, address, school support, etc.) from the existing TEIS Voters' List to the Successful Proponent's proposed Solution; and,
  iii.   Setting up and conduct initial and subsequent consultations between the City and the Vendor to outline data migration requirements and strategy.

(d) Perform Content Migration:
     i.   Migrating all content (i.e. City Wards, School Board Wards, voting subdivisions, candidates, electoral offices, etc) from TEIS and other sources to the Successful Proponent's proposed Solution. Any costs associated with this migration of content must be reflected in costing tables; and,
    ii.   Set up and conduct initial and subsequent consultations between the City and the Vendor to outline content migration requirements and strategy.

(e) Test the Solution, which, at a minimum, includes:
     i.   Ensuring that, prior to integration of the proposed Solution, it is thoroughly tested in the QA and Staging Environments to ensure acceptable functionality and performance;
    ii.   Providing a Staging Environment that shall include all functionality of the Production Environment, on all the same hardware (including high availability systems) to demonstrate all live features (including disaster recovery, encryption mechanisms, ability to handle anticipated voter data volume, fail-over and intrusion detection);
   iii.   Providing test scripts for review by an external third-party vendor who specializes in creating and executing test plans and approval by the City prior to performing Solution testing;
   iv.   Providing testing scripts, tools and services to ensure the City either runs or sees these or convincing results of these tests. This includes testing:

- Turnaround times (including for loading the candidate lists);
- Security detection and escalation;
- The interface between the Solution and TEIS to ensure resilience to temporary network outages between the Solution's and the City's data centres;
- Limited bandwidth or congested network connection;
- Simulation of web users at the upper planned limit, peaked and sustained; and,
- System backup and recovery.

    v.   Testing the Solution, with the participation of City staff to ensure all of the Functional, Technical and Non-Functional Requirements and Integration of Interface have been met and that the Solution is functioning properly;
   vi.   Providing sample testing criteria and test scripts for User Acceptance Testing (UAT) by the City, or work with a third-party vendor to develop the testing criteria;
   vii.   Providing a Risk Management Plan, including mitigation strategy, to ensure a viable, robust Solution for the critical election timeline
  viii.   Providing training to City staff on how to perform UAT;
   ix.   Implementing a phased approach for the UAT of the different modules within the Solution, following the table shown below:

IVS Module	UAT Completed
Registration	By May 30, 2014
Voting	By June 30, 2014
Results	By July 15, 2014

Note: The successful integration of each module with existing City systems is an integral part of the UAT process.

x. Ensuring UAT is successfully completed and approved by the City a minimum two (2) weeks prior to the 'Go Live' date for all the Deliverables and provided in time for the Go/No Go Live dates:

IVS Module	Go/No Go Live Date
Registration	June 30, 2014
Voting	July 31, 2014
Results	August 14, 2014
Integration of all IVS Modules	August 14, 2014

xi. Providing a documented process and timeline for addressing deficiencies identified in UAT;

xii. Fixing any deficiencies and receiving approval from the City before the Solution is moved from the QA Environment to the Staging Environment and from the Staging Environment to the Production Environment. The following table describes how deficiencies of various severity levels will impact the UAT process:

Deficiency Severity	Severity Description	Impact on UAT
Major	Disastrous, severe or significant consequences for the Solution with no immediate workaround. Testing functions cannot be fully completed	UAT period for that module restarts from zero once the deficiency has been fixed.
Minor	Small or negligible consequences for the Solution. Simple workarounds typically exist.	UAT period for that module halted mid-stream while deficiency is fixed. Upon fix, UAT period for that module will recommence.
Cosmetic	Trivial defects that cause no negative consequences for the Solution. Typically related to appearance as opposed to function.	UAT period for that module halted mid-stream while deficiency is fixed only if deficiency takes more than four (4) hours to fix. Upon fix, UAT period for that module continues to its conclusion.

xiii. Mandatory participation in the City's scheduled end-to-end results test on October 6, 2014; and,

xiv. Ensuring that, if the Solution and CEVL test systems are internet-accessible during the end-to-end results test, that they are protected from hacking or from being accessed by non-approved members of the public or City staff.

(f) If the Vendor is unable to correct any major or minor deficiencies within three (3) of the UAT period(s), or if more than three (3) deficiencies of the same type (excluding cosmetic) occur within the UAT Period, the City may deem the Solution to be a total failure and at its option may terminate the UAT period and terminate the Agreement. In such event, the Solution shall be returned to the Vendor and the Vendor shall forthwith repay to the City all payments it has received pursuant to the Agreement (plus interest commencing on the day of the termination at a rate of prime plus two (2) percent per annum).

(g) Conversely, if the Vendor does correct any deficiencies and if more than three (3) deficiencies of the same type do not occur within the City Acceptance Testing Period, or in the event that the City elects not to exercise its right of termination as set out herein, then the Vendor shall be entitled to receive a notice of waiver of the termination rights set out in this Section from the City in respect of such UAT period and the Project will proceed to Phase 6 – Go Live – Registration and Voting.

(h) Provide on-site training to City staff, which, at a minimum, includes:
    i.   Developing and providing training and education materials on the use of the Solution;
    ii. Developing and executing the "Election Official" training plan provided in response to Requirements;
    iii. Developing and executing the "System Administrator" training plan provided in response to Requirements; and,
    iv. Providing all training manuals, system manuals, testing scripts and results for the City's review, and once approved, for the City's use.

(i) Provide support during implementation in the Production Environment which, at a minimum, includes:
    i.   Identifying any work related to the integration and implementation of the Solution that could negatively impact or interfere with the normal operation of the City's infrastructure, and performing that work outside of normal business hours;
    ii. Providing a "back-out" or "restore" plan in order to deal with any unforeseen problems that might arise during the integration and/or implementation of the Solution;
    iii. Providing adequately trained staff on-site during the integration and/or implementation of the Solution, to deal with any difficulties related to the integration and/or implementation of the Solution;
    iv. Providing a Technical Call Support Centre required by City staff for the administration of the Solution; and,
    v.   Providing a Voter Contact Centre for the full duration of the registration period, as well as the specified Internet Voting period. Refer to Appendix J - Quality Level Metrics.
    vi. Providing a full Execution Plan for any CEVL Solution.

(j) Provide access to a Demonstration Site prior to implementation to:
    i.   Demonstrate the Solution's accessibility conformance to a pre-determined group of Persons with Disabilities prior to the actual registration and voting periods:
         ▪ This demonstration system will provide an opportunity for potential users to give feedback on the system and provide an indication of the potential up-take of the system prior to the registration and voting periods; and,

- Potentially engage Persons with Disabilities as testers to test the usability and accessibility of the Solution as part of the acceptance testing.
  ii. Enable user interface accessibility evaluation by City staff (or advisers).

3.2.5 Phase 5 – Final Acceptance

(1) The Vendor, at a minimum and based on their proposed approach, will be expected, during the Final Acceptance phase, to:

   (a) Acquire sign-off from the City on the Notice of Final Acceptance of the Solution in time for the Go/No Go Live dates.

(2) The minimum required Deliverable for **Phase 5 – Final Acceptance** is:

   (b) A Certificate of Completion of all Vendor responsibilities for the City's review and approval, after which the City will issue a Notice of Final Acceptance of the Solution.

3.2.6 Phase 6 – Go Live – Registration and Voting

The Vendor, at a minimum and based on their proposed approach, will be expected during the Go Live – Registration and Voting phase to:

(1) Ensure all Phase 6 activities, which include all tasks pertaining to the launching of the IVS across all levels, are complete. This also includes monitoring the deployment to ensure the rollout is secure, efficient and effective.

(2) The minimum required Deliverables for **Phase 6 – Go Live – Registration and Voting** are:

   (a) Develop a monitoring plan with regular reports and resource schedule to support initial launch issues;

   (b) Develop a Service Level Management process to support the performance, maintenance and delivery of the Solution;

   (c) Move or rebuild environment from QA Environment to the Staging and finally Production Environments;

   (d) Develop a Go Live Implementation Plan and a Contingency Plan or checklist to assist the City project team and divisional staff in the implementation of the Solution;

   (e) Provide support and guidance to City staff and voters;

   (f) Document and provide scheduled daily end user support reports for all incidents, inquiries and work requests;

(g) Provide data and custom reporting services, including consultation, scoping, project management, formatting, testing and implementation of data uploads or extractions, as well as custom reports, as required;

(h) Document, maintain and share support Documentation such as support requests, service tickets etc.;

(i) Provide performance reports and system usage statistics;

(j) Provide system Configuration and Customization Services, including consultation, impact analysis, scoping, project management, testing and implementation of changes, as required;

(k) Provide any communications, Documentation and impact assessments related to system maintenance periods, planned down-times, and product upgrades as required;

(l) Provide system administration; and,

(m) Provide a Voter Contact Centre which can send registration information directly to voters in their preferred method (i.e. mail, email or via a telephone call to the voter).

3.3 Project Management

3.3.1 City Responsibilities

(1) The City will assign a Project Manager for the Project, and that person will be responsible for:

(a) Serving as the key contact for the Vendor;

(b) Approving the Vendor's Project Plan according to the City's PMO Standards, with respect to deliverables, timelines, critical dependencies and contingencies;

(c) Providing clarifications and instructions to the Vendor throughout the Project;

(d) Monitoring the Vendor's delivery of the Services; and,

(e) Providing overall direction, management and leadership of the Project for the City.

(2) The City will assign staff members to the Project to provide existing information to the Vendor related to business processes and internal systems (e.g., TEIS).

(3) The City has an Internet Voting 2014 Project Team that will be responsible for:

(a) Approving all Deliverables and assuming responsibility for the overall direction of the Project;

(b) Acting as the primary decision-making body to oversee and provide overall strategic direction for the Project Working Group;

(c) Acting as the primary authority for all decisions relating to the Solution's design, methodology, architecture and implementation, as required;

(d) Acting as primary liaison with senior City representatives, senior Vendor representatives and with senior representatives of outside community agencies and organizations, as required;

(e) Acting as the primary authority for approval of Change Orders and amendments to the Agreement; and,

(f) Acting as primary authorities, and providing all approvals for all outgoing publications or communications regarding the Project.

(4) The City will have a Project Working Group that, under the direction of the City Project Manager, will be responsible for:

(a) Acting as liaison with the Vendor for the purpose of designing, developing, testing, training, integrating the Solution with the City's internal Systems and implementing the Solution, and coordinating all Vendor activities and results;

(b) Making recommendations to the Internet Voting 2014 Project Team regarding necessary changes to business practices affected by the implementation of the Solution;

(c) Assisting the Vendor in determining the impacts on the Clients, City staff, and/or any other impacted community agencies, organizations or individuals;

(d) Leading and/or assisting in the implementation of the Solution and ensuring a smooth transition of all affected business practices and protocols; and,

(e) Reviewing and making recommendations to the Internet Voting 2014 Project Team regarding all aspects of the Solution and its impact on the Division and/or the City as a whole.

3.3.2 Vendor Responsibilities

(1) The Vendor will assign a Project Manager to coordinate the delivery of the Services with the City's Project Manager, and that person will be responsible for:

(a) Submitting a detailed Project and Resource Plan satisfactory to the City within three (3) weeks of the Effective Date of the Agreement (see section 3.2.1 of this RFP);

(b) Providing regular written progress reports and regular communication to the City Project Manager at a minimum of once weekly and more frequently if the situation so warrants, including meeting/interviewing with City staff throughout the Project as required;

(c) Coordinating the delivery of the Services, and identifying City resources that may be required to work on the Project, specifying skill sets, dates and work hours; and,

(d) Updating the Project and Resource Plan as required for the approval of the City's Project Manager, ensuring that all activities remain on track and that the Services and Deliverables are completed within the timeframes and boundaries described by the Statement of Work.

(2) The Vendor will take direction from the City's Project Manager throughout the Project.

(3) The Vendor will be responsible for managing and/or replacing their Project staff assigned to the Project when so requested by the City, as it deems necessary and for whatever reason. No Vendor personnel assigned to, or working on the Project will be removed by the Vendor from the Project without the City Project Manager's prior written consent unless the removal is beyond the control of the Vendor. The replacement of personnel shall not entitle the Vendor to any increase in the Total Price of the Project.

(4) The Vendor will require written Notice of Acceptance for each Deliverable from the City before it can produce an invoice for payment for such Deliverable.

3.4 Mandatory Requirements

(1) Appendix F.1 – Mandatory Requirements Compliance Tables contains the Mandatory Requirements and Mandatory Functional Requirements for the Solution which require Proponent acknowledgement.

3.5 Documentation Requirements

The following statements represent mandatory Documentation Requirements that will only come into effect for the Vendor:

(1) The Vendor must provide all Documentation required to operate and to maintain their proposed Solution, and this requirement shall form part of any Agreement. Vocabulary should be consistent throughout the Documentation; a consistent appearance is also required. It is not required for Proponents to include the required Documentation with their Proposal.

(2) Hard- and soft-copy versions of all requested Documentation will be provided by the Vendor as part of the implementation. The format of any electronic Documentation must be supported by the proposed Solution and the City's authoring tools, accessible for use by City staff with disabilities. Such Documentation must be current, complete and accurate.

(3) Documentation provided by the Vendor should include a user manual which illustrates and provides instructions for all system functions, including screen and report layouts. This Documentation should instruct the users on how to use the Solution functions and features with clear examples.

(4) Documentation provided by the Vendor should include a system administrator manual which documents the specific system administration functions available in the Vendor's Solution.

(5) Documentation provided by the Vendor should include all application/system Configuration specifications, procedures and functions, including screen and report layouts. It will also fully document the QA, Staging and Production Environments for the

system, including a description of all connections to the databases as well as the processing logic for each module.

(6) Documentation provided by the Vendor should include system and technical specifications for all Customizations, interfaces, processes, data models and information flows. This Documentation should be geared toward a System Administrator-type individual who would be responsible for repositories, integration, APIs, security setup, and sustainment.

(7) Documentation provided by the Vendor should include source code and supporting Documentation for any customized components.

(8) Documentation provided by the Vendor should include a Service Level Management Process to support the Vendor's maintenance and support of the Solution.

(9) Documentation provided by the Vendor should include the migration process for the base product set up and Configuration (e.g. when upgrading to a new version or applying a patch).

(10) Documentation provided by the Vendor should include the migration process for any customized modules and interfaces.

(11) Documentation provided by the Vendor should include a security operation manual. The purpose of this manual is to describe the City's information management Requirements and expectations as they relate to Vendor's delivery of service and defines the following Requirements and procedures, and identifies interface/contact points between the City and the Vendor:

    (a) Information Management Contacts;

    (b) Security/Privacy Incident Management Procedures; and,

    (c) Operational Security/Privacy Requirements.

(11) This documentation will ensure the Vendor's Employees, contracted employees and employees of the sub-contract or third-party arrangement with the Service Provider clearly understand the City's Requirements and operational processes to follow in the handling of the data of the City.

3.6   Functional, Technical and Non-Functional Requirements

(1) The Vendor should provide a Solution that addresses the following:

    (a) Functional, Technical and Non Functional Requirements identified in Appendix F.2

3.7   Ongoing Support and Maintenance

(1) Upon execution of this Agreement, the Vendor will enter into a Source Code Escrow Agreement with the City and a third-party escrow agent in a form satisfactory to the City and containing terms and conditions substantially the same as those set out in Appendix H – Escrow Provisions.

(2) Upon execution of this Agreement, the Vendor will enter into a Service Level Agreement with the City to support the mutually agreed-upon terms and conditions of the Vendor's support and maintenance of the Solution during the production life of the Solution.

(3) In each case, so as to minimize interruption to the City's ongoing business processes, with time being of the essence, and to be done at the Vendor's sole expense, the Vendor must represent and warrant that any restoration, repair or replacement made will not corrupt any data of the City or introduce any viruses into any of the City's systems.

(4) The Vendor must provide the City with the maintenance and support (Levels 1, 2 and 3 Support for COTS) and regular management reports needed for the smooth functioning of the Solution during the implementation and entire production life (to be no more than one (1) year) of the Solution as shown in the following chart:

Level	Level Description
Level 1 Support	"Level 1 Support" means the support that is provided by the Vendor to address issues relating to the use of the Solution. The issue is captured in a call tracking repository in order to properly manage from intake to resolution. An evaluation process is executed to determine the nature and severity of the issue. The issue will be resolved by Level 1 Support or escalated to Level 2 Support. Level 1 Support is required to be staffed during Business Hours.
Level 2 Support	"Level 2 Support" means the support that is provided by the Vendor to address issues that are not resolvable by Level 1 and cause reduced function of the application and business units. Level 2 Support is required to be staffed to support business operations beyond Level 1 when necessary for completion of the issue. Issues that cannot be resolved by Level 2 Support will be escalated to Level 3 Support. Level 2 Support is required to be staffed during Business Hours.
Level 3 Support	"Level 3 Support" means the support that is provided by the Vendor to address catastrophic conditions related to the application. These issues could be related to application function, underlying data engine or operating system errors. Issues of this nature require immediate expert attention from Application and Infrastructure Architects, Analysts and Software Engineers. Due to the nature of the issue and its impact on business function and operation, Level 3 support is required 24 hours per day, 7 days per week throughout the Internet Voting Process.

(4) Document, notify and fix any deficiencies identified in the Production Environment and provide notification on user portal as needed. The following table describes how deficiencies of various severity levels will be addressed:

Deficiency Severity	Severity Description	Impact
Major	Privacy breach or discovery of a security vulnerability that could result in a privacy breach.	- Remove Production system access immediately. - Inform the City business contact by email and phone immediately upon discovery of the breach. - Identify and document the root cause. - Propose possible mitigation Solutions and time to implement. - Obtain sign-off from the City on resolution and tested fix. - Document fix.
Major	Disastrous, severe or significant consequences for the Solution with no immediate workaround. Current implementation risks data integrity or limits client access to the Solution or its contents.	- Remove Production system access immediately. - Inform the City business contact by email and phone immediately upon discovery of the deficiency. - The Vendor will provide a point of contact to initiate a service request that will have an escalation process to address the severity. - The Vendor will respond to the City contact on the same Business Day. - Identify and document the root cause. - Propose possible mitigation Solutions. - Obtain sign-off from the City on resolution and tested fix. - Document fix.
Minor Bug	Small or negligible consequences for the Solution. Simple workarounds typically exist.	- Inform the City business contact by email and phone immediately upon discovery of the deficiency. - The Vendor will provide a point of contact to initiate a service request that will have an escalation process to address the severity. - The Vendor will respond to the City contact within two (2) business days. - Identify and document the root cause. - Propose possible mitigation Solutions. - Obtain sign-off from the City on resolution and tested fix. - Document fix.

Deficiency Severity	Severity Description	Impact
Cosmetic	Trivial defects that cause no negative consequences for the Solution. Typically related to appearance as opposed to function.	• Inform the City business contact by email and phone upon discovery of the deficiency. • The Vendor will provide a point of contact to initiate a service request that will have an Escalation Process to address the severity. • The Vendor will respond to the City contact within three (3) Business Days. • Identify and document the root cause. • Propose possible mitigation Solutions. • Obtain sign-off from the City on resolution and tested fix. • Implement change in next release unless otherwise agreed. • Document fix.

3.8   Scrutiny and Transparency

(1)   The Vendor shall provide support for:

   (a) Scrutiny of the entire election process, including audit by a City-appointed Public External Auditor.

(2)   The processes which the City may consider to be scrutinized without security or privacy risks to the election are listed below:

   (a) Scrutineers can watch Election Officials setting up the election. With the exception of the keying in of passwords, all of these operations can be designed to be observed without risk;

   (b) Scrutineers can read the operator manuals and the system manuals;

   (c) Access to election technical set up and "business rules" to show technical scrutineers the "settings" which has been used to configure the Solution;

   (d) Testing harnesses: Any software that is needed for testing (such as decryption tools), including dummy security keys. This allows a technical scrutineer to go further and explore how their test vote was captured;

   (e) Live system testing scripts and documentation: These scripts are used for acceptance of the live Internet Voting Solution. All of them should have been run and ultimately passed prior to scrutineer access;

   (f) Configuration/Release Management: A form of version control documented and managed to prove that audited systems are the production versions operating the live election; and,

(g) Some form of digital signatures should be offered so that scrutineers and possibly also voters can validate the Internet Voting Solution they are using. There must be some form of version control and lockdown to prove that the audited System is in fact the live Election System.

(3) Information that would be withheld from the general public, provided only upon request after the election includes:

(a) System logs: The system logs are created as the exhaustive record of all actions taken by the Internet Voting Solution and its users during the election (but with the exception of capturing voter identity or voting intent); and,

(b) System access: Any kind of technical access to production systems, including access by the Public External Auditor, would be indirect and mediated by the City.

(4) The Vendor should specify in detail the proposed approach to scrutiny and transparency, noting clearly any variations from the points outlined in the paragraphs above.

(5) The Vendor should indicate if the source code for the proposed system will be made available for scrutiny and whether there are any limitations to that availability.

(6) The City intends to perform a Privacy Impact Assessment (PIA), a Threat Risk Assessment (TRA) and a Vulnerability Assessment (VA) for the project to identify privacy and security risks related to the project activities and the Solution.

The Vendor must indicate their support for this approach. Any limitations to this support should be specified along with the reasons for seeking such limitation. Unless specified otherwise, the City will consider that Vendor support for this audit is included in the proposed pricing.

(7) The Vendor shall confirm the ability to provide a Staging Environment that is also suitable for security testing and assessment.

(8) The Vendor shall remediate all high-risk findings identified in the PIA, TRA, and/or VA before the Solution is implemented in Production. All medium-risk findings should have an agreed-upon mitigation plan with the City.

(9) The City has the right to visit and inspect the facilities identified in the Vendors' Proposals during or after the evaluation process.

(10) The City reserves the right to have City Staff on-site at the Vendor's facilities at any time before, during and after the Internet Voting and Results Periods.

(11) The City intends to engage a Public External Auditor to perform an independent review of the operation of the Solution before, during and after the conclusion of the election. The Public External Auditor will ensure the Solution properly reflects the votes cast, that it is secure, that the secrecy of votes is protected, and that the Solution is resistant to hackers and any other malicious tampering. This includes penetration testing and source code review.

The Vendor must indicate their support for this approach. Any limitations to this support should be specified along with the reasons for seeking such limitation. Unless specified

otherwise, the City will consider that Vendor support for this review is included in the proposed pricing.

4.0   PROPOSAL EVALUATION AND SELECTION PROCESS

4.1   Selection Committee

(1)   All Proposals will be evaluated through a comprehensive review and analysis by a Selection Committee, which will include members from the City Clerk's Office, Information & Technology Division, other relevant City staff and stakeholders, and overseen by a City-appointed Fairness Monitor.

(2)   The Selection Committee may, at its sole discretion, retain additional committee members or advisors.

(3)   The aim of the Selection Committee will be to select one (1) or more Proposals which in its opinion meet(s) the City's requirements under this RFP and provide(s) the best overall value to the City. The Proposal(s) selected, if any, will not necessarily be the one(s) offering the lowest fees or cost (pricing). Pricing is only one of the components that will be used to determine the Solution with the best overall value for the City.

(4)   By responding to this RFP, Proponents will be deemed to have agreed that the decision of the Selection Committee will be final and binding.

4.2   Selection Criteria

4.2.1   Stage 1 – Initial Evaluation: Mandatory Requirements

(1)   A high-level view of the overall evaluation scheme used to determine the Preferred Proponent can be found in Appendix E – Proposal Evaluation Table(s).

(2)   Proposals will be reviewed to assess compliance with the Mandatory Submission Requirements. Proposals failing to comply with all of the Mandatory Requirements will be rejected. Proponents must:

   (a)   Submit their Proposal in accordance with Section 5.2 including the mandatory forms (Appendix C – Standard Submission Forms);

   (b)   Provide acknowledgement that they have the right to represent, sell, license, deliver, install, train in the use of, service, maintain and support the Solution;

   (c)   Provide acknowledgement that they have read, understood and comply with the Requirements of the RFP including Appendix A – RFP Process Terms and Conditions and Appendix B – Agreement Terms and Conditions, as detailed in Appendix C, Form 1;

   (d)   Agree to provide audited financial statements for the past two (2) years for public companies, or a letter from a financial institution confirming the Proponent's financial viability and solvency as a going concern for private companies as described in Section 5.3 Subsection 2 (2);

   (e)   Submit Appendix F.1 – Mandatory Requirements Table; and,

(f) Provide pricing as detailed in Section 5.3 subsection 7 and Appendix D.

4.2.2 Stage 2A – Detailed Evaluation

(1) The City will commence the Stage 2 evaluation process for all Proponents that achieve a score of "PASS" for all elements of Stage 1 – Initial Evaluation: Mandatory Requirements.

(2) Stage 2A – Detailed Evaluation shall be based on multiple criteria, including:

(a) The Proponent's proposed approach and Solution – a demonstration of a clear understanding of the Scope of Work and presentation of a logical methodology for achieving the Deliverables defined therein;

(b) A demonstration of relevant experience, qualifications and success in comparable assignments as per Section 5.3 Subsection 3;

(c) The caliber of the specific professional Services team proposed for this assignment – specific implementation, training and technical skills and relevant work experience on projects of similar size and scope as per Section 5.3 Subsection 4. Substitution of any member of this Services team will require the advance-written approval of the City; and,

(d) The Proponent's Demonstration Website for accessibility evaluation, available immediately upon submission of the Proposal, which, at a minimum, includes:
  i. A website or system that can be accessed via the internet, that shall include as much functionality of the live system as possible, to demonstrate accessibility and usability;
  ii. A design capacity of up to ten thousand (10,000) voters, pre-loaded with complete mock-election data, to allow a full evaluation of the voting process from voter registration to confirmation of a vote cast; and,
  iii. Availability of the website 24/7 until the end of evaluation Stage 2B – Demonstrations and Presentations.

(e) A Demonstration that the proposed Solution meets the Mandatory, Functional, Technical, Non-Functional and Report Requirements of the City as per Section 5.3 and Appendix F.

(3) Proponents must achieve a score of at least nineteen-and-a-half (19.5) out of thirty (30), or sixty-five percent (65%), on Proposed Solution: Functional Requirements to qualify for Stage 2B – Demonstration and Presentations.

(4) Proponents must achieve a score of at least thirty-nine (39) out of sixty (60), or sixty-five percent (65%), on Stage 2A Detailed Evaluation (overall) to qualify for Stage 2B – Demonstration and Presentations.

(5) In the event that fewer than two (2) of the Proposals achieve the required minimum overall score of thirty-nine (39) out of sixty (60), or sixty-five percent (65%), during Stage 2A, the City, at its sole discretion, may create a short-list comprised of up to four (4) high-scoring Proponents that met the minimum threshold described in Section 4.2.2 (3).

Functional, Technical and Non Functional Requirements Scoring Description:

Score	Rating	Detailed Description
10	Excellent	Exceeds all elements of the requirement in a very desirable way with distinct value added to the City.
9	Very Good	Meets or exceeds all elements of the requirement.
8	Good	Fully meets all elements of the requirement.
7	Somewhat Good	Adequately meets all elements of the requirement. May be lacking in some areas that are not critical.
6	Average	Adequately meets most of the elements of the requirement. May be lacking in some areas that are not critical.
5	Below Average	Barely meets all the elements of the requirement at a minimally acceptable level. May be lacking in some areas that are not critical.
4	Somewhat Weak	Barely meets most of the elements of the requirement at a minimally acceptable level. May be lacking in some areas that are not critical.
3	Weak	Minimally meets most of the elements of the requirement, but lacking in critical areas.
2	Poor	Minimally addresses some, but not all, of the elements of the requirement. Lacking in critical areas.
1	Very Poor	Does not meet critical elements of the requirement. Would be difficult or impossible to implement.
0	Unacceptable	Does not satisfy the elements of the requirement in any manner. Blank responses also score at this level.

4.2.3   Stage 2B – Demonstration and Presentations

(1)   A Proponent whose written Proposal has met or exceeded the minimum technical score or has received a high ranking may be invited for a Demonstration of Mandatory, Functional and Technical Requirements with the Selection Committee. The Results of the Demonstration of Mandatory, Functional and Technical Requirements will be used by the Selection Committee as a mechanism to revisit, revise, confirm and finalize the scores of Proponents, and select the recommended Proponent(s).

(2)   The City will invite the four (4) top-scoring Proponents who have successfully passed section 4.2.2(4) to a Presentation to the Executive Selection Committee, without inviting others, and the City will be under no obligation to advise those not receiving an invitation until completion of the evaluation and selection process.

(3)   The City will provide the Proponents invited for a Demonstration of Mandatory, Functional and Technical Requirements with a set of pre-defined scripts for the activities that comprise Stage 2B – Demonstration and Presentations. The Stage 2B evaluation will then commence approximately one (1) week later.

(4)   Any specific Proponent representatives designated by the Selection Committee in its invitation to the Proponent should, where at all possible, attend any City Demonstrations scheduled as part of this evaluation process.

(5)   Proponents should prepare a short Demonstration to be delivered by the proposed team leads. Following the Demonstration, team leads will be expected to answer questions directly related to the Demonstration for clarification, if needed. Questions of a general nature will be asked of all Proponents. At the end of the Demonstration, Proponents will provide a soft copy of the presentation (MS PowerPoint format version 2007 or PDF) to the City.

(6)   The representatives of a Proponent at any Presentations or Demonstrations directly related to that Proponent's Proposal are expected to be thoroughly versed and knowledgeable with respect to the Requirements of this RFP and the contents of its Proposal, and must have the authority to make decisions and commitments with respect to matters discussed during Presentations or Demonstrations, which may be included in any resulting Agreement.

(7)   Where the Proponent's staff team is an important element in the selection criteria, the proposed Proponent's staff team shall be present for the Demonstration or Presentation.

(8)   No Proponent will be entitled to be present during, or otherwise, to receive any information regarding any Presentations or Demonstrations by any other Proponent(s).

(9)   Proponents making a Demonstration or Presentation will be expected to attend an in-person session at a City-provided room at the Elections Office, 89 Northline Rd, Toronto, Ontario, for the purposes of conducting the Demonstration and Presentations that comprise Stage 2B – Demonstration and Presentations. Procurement and/or provision of all equipment, materials, infrastructure or any other type of resource required for the Proponent to participate in Stage 2B – Demonstration and Presentations will be the sole responsibility of the Proponent.

(10)   Proponents will be expected to demonstrate "Out-of-the-Box" functionality during the Scripted Demonstration. Areas where additional components, New Development, Configuration or third-party components will be required should be covered by the Proponents. The Proponents will be expected to explain the level of effort and/or amount of time and/or cost that would be required to perform such necessary New Development and Configuration, and/or acquire such necessary additional or third-party components.

(11)   The above list (Stage 2B – Demonstration and Presentations section) is not to be considered exhaustive, but rather illustrative, to give Proponents an example of what the City expects to see during the scripted demonstration. The Proponent will be expected to demonstrate to the Selection Committee how various functions of the Solution are performed. The types of functions the City will expect to see demonstrated will be provided in advance by the City to Proponents in the Demonstration Script. The Demonstration Script will only be provided, along with all other related materials required in preparation for Stage 2B – Demonstration and Presentations, to Proponents who have confirmed their attendance. During Demonstrations, the Selection Committee members will be looking for and will be scoring Proponents on the accessibility of the site and

whether it conforms to Web Content Accessibility Guidelines (WCAG) 2.0 Level AA, the ease-of-use and intuitiveness of the user interface (i.e. screens and dialog boxes clearly laid out; menus and toolbars easy to understand and easy to navigate), the number of mouse-clicks required, ease of navigation, ease of accessing the data required to fulfill the given function, and the quality of the graphs/reports.

(12) Following the Demonstration Stage, Proponents will be required to provide a Presentation to an Executive Selection Committee. The Presentation Script will only be provided, along with all other related materials required in preparation for Stage 2B – Presentations, to Proponents who have confirmed their attendance. The Proponent will be expected to present to the Executive Selection Committee information on their prolife, experience and qualifications. The Presentation will be individually scored by the Executive Selection Committee, as detailed in Appendix E – Proposal Evaluation Table.

(13) Refusal of a Proponent to participate in a Demonstration and Presentation requested by the City may, at the City's sole discretion, be considered a failure of the Proponent to comply with a Mandatory Requirement of the RFP and thus subject to disqualification.

(14) Detailed reference checks may be conducted at this stage for the purpose of verifying information set out in Proposals or claims made in presentations and/or demonstrations. Proponents who are unable to provide at least three (3) detailed references will be scored lower.

4.2.4 Clarifications

(1) As part of the evaluation process, the Selection Committee may request further information with respect to the contents of any Proposal in order to clarify its understanding of the Proponent's response. The clarification process shall not be used to obtain required information that was not submitted at time of close or to promote a particular Proponent.

(2) The Selection Committee may request this further information from one or more Proponent(s) and not from others.

4.2.5 Stage 3 – Cost

(1) Proponents shall provide a cost for each of the four (4) options provided below. Each of the four (4) D.1 Costing Scenario Submissions will be weighted as follows:

(a) D.1 (1A): Sizing Option 1: 50,000 votes, and Advance Vote Scenario A: Concurrent will account for thirty-five percent (35%) of the Cost Criterion Score.

(b) D.1 (1B): Sizing Option 1: 50,000 votes, and Advance Vote Scenario B: No Overlap will account for thirty-five percent (35%) of the Cost Criterion Score.

(c) D.1 (2A): Sizing Option 2: 150,000 votes, and Advance Vote Scenario A: Concurrent will account for fifteen percent (15%) of the Cost Criterion Score.

(d) D.1 (2B): Sizing Option 2: 150,000 votes, and Advance Vote Scenario B: No Overlap will account for fifteen percent (15%) of the Cost Criterion Score.

(2) Cost Criterion Scores for D.1 (1A) will be calculated as follows for each proposal:

(a) The lowest cost Proposal from D.1 (1A) receives 35 points;

(b) The remaining Proposals from D.1 (1A) are assigned points based on the following formula:

$$\frac{\text{Lowest Priced Proposal D.1(1A) Cost}}{\text{Proponent's Proposal D.1(1A) Cost}} \times 35$$

(3) Cost Criterion Scores for D.1 (1B) will be calculated as follows for each proposal:

(a) The lowest cost Proposal from D.1 (1B) receives 35 points;

(b) The remaining Proposals from D.1 (1B) are assigned points based on the following formula:

$$\frac{\text{Lowest Priced Proposal D.1(1B) Cost}}{\text{Proponent's Proposal D.1(1B) Cost}} \times 35$$

(4) Cost Criterion Scores for D.1 (2A) will be calculated as follows for each proposal:

(a) The lowest cost Proposal from D.1 (2A) receives 15 points;

(b) The remaining Proposals from D.1 (2A) are assigned points based on the following formula:

$$\frac{\text{Lowest Priced Proposal D.1(2A) Cost}}{\text{Proponent's Proposal D.1(2A) Cost}} \times 15$$

(5) Cost Criterion Scores for D.1 (1A) will be calculated as follows for each proposal:

(a) The lowest cost Proposal from D.1 (2B) receives 15 points;

(b) The remaining Proposals from D.1 (2B) are assigned points based on the following formula:

$$\frac{\text{Lowest Priced Proposal D.1(2B) Cost}}{\text{Proponent's Proposal D.1(2B) Cost}} \times 15$$

(6) Each Proposal's scores for each of the four (4) D.1 options will be totalled, with a maximum possible score of one hundred (100) out of one hundred (100);

D.1(1A) Score + D.1(1B) Score + D.1(2A) Score + D.1(2B) Score = Combined Score

(7) The Proponent with the highest Combined Score will be awarded the maximum of twenty-five (25) points;

(8) Each remaining Proponent's Combined Score will be multiplied by twenty-five percent (25%) for that Proposal's overall Cost Criterion Score:

Combined Score   X 25% =   Cost Criterion Score

(9)   The decision to proceed with any one (1) of the Costing Scenario Submissions in Section 4.2.5 will be at the sole discretion of the City. The City may, but shall not be obliged to, separate each option and evaluate the cost criterion on each Sizing Option and Advance Vote Scenario.

(10)   If the City is directed by Council to implement only one (1) of the four (4) costing scenario options, scores for the cost criterion will be calculated as follows:

      (a)   The lowest cost Proposal for the Council-approved Sizing Option and Advance Vote Scenario receives 25 points; and,

      (b)   The remaining Proposals are assigned points based on the following formula:

$$\frac{\text{Lowest Priced Proposal Cost}}{\text{Proponent's Proposal Cost}} \times 25$$

4.3   Selection Process

(1)   A high-level overview of the overall evaluation scheme can be found in Appendix E – Proposal Evaluation Table. The Selection Committee will use the Evaluation Table to score the Proposals and determine the Preferred Proponent.

(2)   If a Proposal fails to comply with any of the Mandatory Requirements, the Proposal will be rejected.

(3)   The Proposal that achieves the highest total aggregate score for Stage 2A – Detailed Evaluation (Section 4.2.2), Stage 2B – Demonstration and Presentations (Section 4.2.3) and Stage 3 – Cost (Section 4.2.5) may be considered for recommendation as a Preferred Proponent.

(4)   In the event of a tie total score, the Proponent achieving the highest score during Stages 2A and 2B (i.e. not including Solution Cost) may be considered for recommendation as the Preferred Proponent. Notwithstanding scoring results, the City, at its sole discretion, reserves the right to select the Proponent whose Proposal provides the best overall value and provides a Solution that is in the best interests of the City.

4.4 Schedule of Events

EVENT	APPROXIMATE DATE & TIME
RFP issue date:	**November 4, 2013**
Proponents Meeting (Question & Answer session)	**November 12, 2013**
Deadline for written questions:	**November 22, 2013**
Release of final addendum (if any):	**November 25, 2013**
Closing date:	**December 2, 2013**
Evaluation expected to be completed:	**January 2014**
Selection of Preferred Proponent:	**February 2014**

(1) This schedule is subject to change by the City and appropriate notice in writing of any changes will be provided where feasible.

4.5 Evaluation Results

(1) Upon conclusion of the evaluation process, a final recommendation will be made by the Selection Committee to the appropriate City staff and City Council.

(2) Proposal evaluation results shall be the property of the City and are subject to the MFIPPA. Evaluation results may be subject to public release pursuant to the MFIPPA.

(3) Proponents should be aware that Council and individual Councillors have the right to view the Proposals provided that their requests have been made in accordance with the City's procedure.

4.6 Negotiations and Agreement

(1) The award of any Agreement will be at the absolute discretion of the City. The selection of a recommended Proponent will not oblige the City to negotiate or execute an Agreement with that recommended Proponent.

(2) Any award of an Agreement resulting from this RFP will be in accordance with the bylaws, policies and procedures of the City.

(3) The City shall have the right to negotiate on such matter(s) as it chooses with the recommended Proponent without obligation to communicate, negotiate, or review similar modifications with other Proponents. No material changes in scope or price will be considered. The City shall incur no liability to any other Proponent as a result of such negotiation or alternative arrangements.

(4) During negotiations at the City's sole discretion, the scope of the services may be marginally refined, issues may be prioritized, and responsibilities among the Proponent, any provided staff, sub-consultants and third-parties and the City may be settled, and any issues concerning implementation may be clarified, but not changed materially.

(5) Any Agreement must contain terms and conditions in the interests of the City and be in a form satisfactory to the City Solicitor. If the Agreement requires City Council approval, then the final Agreement must contain terms and conditions substantially as set out in the Council report authorizing the Agreement.

(6) The terms and conditions set out in Appendix 'B' shall be incorporated in any Agreement entered into with the recommended Proponent. These terms and conditions are mandatory and are not negotiable. Any Proponent wishing to request that the City consider any changes to the terms and conditions set out in Appendix "B" must follow the process outlined in section 5 of Appendix "A".

(7) If any Agreement cannot be negotiated within thirty (30) business days of notification to the recommended Proponent, the City may, at its sole discretion, terminate negotiations with that Proponent and negotiate an Agreement with another Proponent or abort the RFP process and not enter into any Agreement with any of the Proponents.

4.7   Best and Final Offer

(1) Following the selection process outlined in Sections 4.1 through 4.6 inclusive, if the City is of the opinion that a satisfactory outcome to the evaluation process has not been achieved, the City may, but shall not be obliged to, choose to invite Proponents to participate in a Best and Final Offer process.

A Proponent's participation in a Best and Final Offer process is entirely optional.

(2) The City may request Proponents who have agreed to participate in a Best and Final Offer process to submit a Best and Final Offer Proposal, in writing and executed by their authorized representative, by a fixed date and time chosen by the City. The City shall, when issuing a request for a Best and Final Offer Proposal, indicate the aspects of the original Proposal which the City requests to be addressed, and only those aspects of the original Proposal identified by the City to be addressed by a Best and Final Offer Proposal will be considered by the City.

(3) A Proponent who has declined to participate in a Best and Final Offer process, or a Proponent who has agreed to participate in a Best and Final Offer process but has not submitted a Best and Final Offer Proposal by the date and time chosen by the City, will be evaluated based on their original Proposal.

(4) Following receipt of Best and Final Offer Proposals in accordance with this Section 4.7, the City will evaluate the Best and Final Offer Proposals that it has received in accordance with the evaluation criteria described in the RFP, and the scores already allocated by the Selection Committee will be adjusted accordingly. Following the evaluation of the Best and Final Offer Proposals the City may select a recommended Proponent based on the final scores as amended by the Best and Final Offer process.

(5) A request from the City to Proponents to participate in a Best and Final Offer process shall be on the basis that all original Proposals shall continue to be binding up until the conclusion of the Best and Final Offer process and the award of an Agreement or a decision not to award.

(6) The City reserves the right to revert to and accept an original Proposal.

(7)   The City is not bound to select the highest scoring or any Proposal or Best and Final Offer Proposal received.

(8)   The City may cancel a Best and Final Offer process at any time.

(9)   No Proponent will be entitled to receive any information regarding any other Proponent's Proposal or Best and Final Offer Proposal, including, without limitation information, with respect to any financial aspects of a Proposal, or any information with respect to the current rank of any of the Proponents.

Note: Proponents are advised to propose their best possible offers at the outset of the RFP process, as there is no guarantee that a Best and Final Offer Proposal process will be used.

5.0   PROPOSAL SUBMISSION REQUIREMENTS

5.1   General Overview

(1)   The City has formulated the procedures set out in this RFP to ensure that it receives Proposals through an open, competitive process, and that Proponents receive fair and equitable treatment in the solicitation, receipt and evaluation of their Proposals. The City may reject the Proposal of any Proponent who fails to comply with any such procedures.

(2)   Proposals are expected to address the RFP content requirements as outlined herein, and should be well ordered, detailed and comprehensive. Clarity of language, adherence to suggested structuring, and adequate accessible documentation is essential to the City's ability to conduct a thorough evaluation. The City is interested in Proposals that demonstrate efficiency and value for money. General marketing and promotional material will not be reviewed or considered.

(3)   The City prefers that the assumptions used by a Proponent in preparing its Proposal are kept at a minimum and, to the extent possible, that Proponents will ask for clarification prior to the deadline for Proponent questions rather than make assumptions. Proponents should also review sections 3 to 6 of Appendix A with respect to asking questions about the RFP. Where a Proponent's assumptions are inconsistent with information provided in the RFP, or so extensive that the total Proposal cost is qualified, such Proponent risks disqualification by the City, at the City's sole discretion.

5.2   Proposal Documentation and Delivery

(1)   The documentation for each Proposal:

    (a) **Must** be submitted in a sealed envelope or container, containing both a paper copy and a machine-readable soft copy (submissions made by fax, telephone, electronic message or telegram will not be accepted), displaying a full and correct return address;

    (b) Should be double-sided, with a minimum 11-point font, and unlimited appendices, including the required Submission Forms noted below in Section 5.2 (c).

(c) **Must** consist of one (1) original (clearly marked as such on its first page) and fifteen (15) full photocopies of:
  i. **A Main Proposal Document** as described in the section below titled Proposal Content, including all attachments and appendices as required (Mandatory);
  ii. **One (1) original Form 1 (Proposal Submission Form)** completed and signed by an authorized official of the Proponent. This includes the acknowledgement of all addenda received as per Appendix A, item 4 (Mandatory);
  iii. **One (1) original Form 2 (Policy to Exclude Bids from External Parties involved in the Preparation or Development of a Specific Call/Request)** completed as indicated (Mandatory);
  iv. **Appendix D (Price Detail Form)** completed as indicated (Mandatory), including the four (4) different D.1 Costing Scenario Submissions outlined in Subsection 7A – Core Pricing;
  v. **One (1) original Form 6 (Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy)** completed and submitted as indicated on the form (Mandatory); and,
  vi. **One (1) original Form 7 (Accessible Customer Service Training Requirements: Contractors, Consultants and other Service Providers)** acknowledged and submitted as indicated on the form (Mandatory).

(d) May include:
  i. One (1) original Form 3 (Restrictions on the Hiring and use of Former City of Toronto Management Employees for City Contracts) completed as indicated, if applicable; and,
  ii. One (1) original Form 4 (Environmentally Responsible Procurement Statement) completed as indicated, if applicable.

   Note: Forms 1 to 4, 6 and 7 are provided in Appendix C.

(e) **Must** be completed in a non-erasable medium, and signed in ink;

(f) **Must not** include:
  i. Any qualifying or restricting statements;
  ii. Exceptions to the terms and conditions of the RFP that have not be approved through an Addendum; or,
  iii. Additional terms or conditions.

(g) Must include references as per section 5.3, subsection 3(1)(c);

(h) Proponents must have attended the Mandatory Proponent Information Meeting as per section 2.1;

(i) Must follow the Two-Envelope System:

   The documentation for the Cost of Services Submission:
  i. Must be **PACKAGED AND SEALED IN A SEPARATE ENVELOPE** labelled Cost of Services (submissions made by fax, telephone, electronic message or telegram will not be accepted), displaying a full and correct return address; and,

ii. Must consist of **One (1) original, clearly marked as such on its first page, and Fifteen (15) copies** of **Appendix D (Price Detail Form)** completed as indicated.

No cost information shall be included in the body of the technical portion of the Proposal or the proposal will be rejected.

(j) Must be delivered no later than the Closing Deadline of **Monday December 2, 2013, 12:00 Noon (EST)** to:

Chief Purchasing Official
Purchasing and Materials Management Division
18th Floor, West Tower, City Hall
Toronto, ON, M5H 2N2

(2) Delays caused by any delivery service (including Canada Post and courier) shall not be grounds for any extension of the Deadline, and Proposals that arrive after the Deadline will not be accepted.

5.3 Proposal Content

The Proposal should contain the following items:

Letter of Introduction – Introducing the Proponent and signed by the person(s) authorized to sign on behalf of and to bind the Proponent to statements made in response to this RFP. This should contain the same signature as the person signing the submission forms.

Table of Contents – Include page numbers and identify all included materials in the Proposal submission.

Subsection 1 – Executive Summary

(1) Proponents should preface their submission with an Executive Summary that describes in plain language how their recommended Solution addresses the City's objectives as outlined in Section 3.1, how they plan to address and meet the Mandatory, Functional, Technical and Non-Functional Requirements referred to in Sections 3.4 and 3.6 and Appendix F, and how they plan to meet the Deliverables as outlined in Sections 3.2.1 to 3.2.6.

(2) The Proponents <u>must</u> also acknowledge that they have read, understood and comply with the requirement of the RFP specifically as it relates to Appendix A – RFP Process Terms and Conditions and Appendix B – Legal Terms and Conditions.

(3) The Proponent <u>must</u> acknowledge compliance with the Mandatory Requirements by completing the Mandatory Requirements table located in Appendix F.1. Failure to indicate compliance with each and every Mandatory Requirement located in Appendix F.1 will result in automatic rejection of the Proposal.

(4) See Appendix E.2 for more information.

Subsection 2 – Proponent Profile

(1) The introductory statement must be customized to suit the RFP. Sample statements include, but are not limited to, the following:

    (a) Proponents should have staff, organization, culture, financial resources, market share and an installed base adequate to ensure their ongoing ability to deliver and support the proposed total Solution throughout the system's useful lifetime, including the ability to provide timely response and service to the City over the period of the contract.

    (b) Proponents should have the staff, organization, culture, financial resources, market share and an operational base adequate enough to ensure their ongoing ability to deliver the implementation of an Internet Voting System within the stated time period of the contract.

    (c) Proponents should have the staff and organization to ensure their ability to deliver and support the proposed project.

(2) To permit the Proponent to be evaluated fully as a viable and sound enterprise, include the following information with respect to the Proponent:

    (a) A profile and summary of corporate history including:
        i.   Date company started;
        ii.   Products and/or services offered;
        iii.   Total number of employees;
        iv.   Major clients; and
        v.   Business partners and the products/services they offer.

    (b) A profile and summary of corporate history of any parents or subsidiaries and affiliates and the nature of the Proponent's relationship to them (i.e., research, financing and so on); and,

    (c) Proof of financial viability by providing the following information as required for Publicly Held companies and Privately Held companies:
        i.   For Publicly held companies: Audited financial statements for the two (2) most recent years available (or annual report); or,
        ii.   For Privately held companies:
         •   A letter from their financial institution or from their auditor providing assurance to the City that the Proponent has been and is financially viable and solvent as a going concern;
         •   Confirmation that the Proponent has the financial capacity to complete this project; and,
         •   That the undertaking of this project will not put any undue financial burden on the Proponent.

(3) Should the above financial information not be included in the Proponent's submission, the Proponent must provide such information upon request from the City within ten (10) business days in order for their Proposal to be considered further.

(4) If the Proponent is a member of a consortium, provide a description of the relationship(s) between consortium members. Please note Section 2 of Appendix A regarding consortiums and the requirement that there be a single Proponent.

Subsection 3 – Experience and Qualifications of the Proponent

(1)   It is important that the Work be undertaken by a Proponent who can demonstrate specific knowledge of, and experience in, performing similar work for projects of a comparable nature, size and scope. In particular, the Proponent should demonstrate the following in its Proposal:

       (a)   The Proponent's experience with other projects of a similar size and scope of the City, including detail on the Proponent's largest implementation in terms of organization type and the number of voters who used the system;

       (b)   Necessary skills, experience and expertise in the design and delivery of the proposed total Solution and, based on these skills, experience and expertise, how they will ensure that the proposed goods and services are appropriate for the use to be made of them as set out in this RFP; and,

       (c)   Provide at least three (3) references for the purpose of evaluating the Proponent's experience and track record of success. Note that the City prefers references for Solutions that are similar to the Solution being proposed in response to this RFP. For example, Solutions for the municipal/public sector, using the same or similar products proposed, projects of similar size, scale and complexity. Each reference should include:
   - i.   The identity of the reference client organization;
   - ii.   A contact name and title, address and telephone number;
   - iii.   The size and nature of the client's business;
   - iv.   The number of years dealing with the client;
   - v.   A description of the project;
   - vi.   The timing and duration of the Proponent's involvement in the project;
   - vii.   The services that were provided by the Proponent (i.e. installation, support, training and/or project management);
   - viii.   The date of the project;
   - ix.   Details regarding the scale of the project; and,
   - x.   The Client's URL address.

(2)   Please note that where the skills/expertise/experience are being provided by a subcontractor, third-party or other legal entity apart from the Proponent, a Proposal that does not include the information requested in this Subsection 3 for each such subcontractor, third-party or other legal entity will not be awarded full marks during the evaluation process. In providing references, Proponents agree that the City can contact the individuals provided as part of the evaluation process. The City will make its own arrangements for contacting the references. Substitution of references will not be permitted after the close of the RFP.

Subsection 4 – Proposed Staff Team and Resources

(1)   It is important that the work be undertaken by a team who can demonstrate specific knowledge of, and experience in, performing similar work for projects of comparable nature, size and scope. In particular, the Proponent should provide the following in its Proposal:

       (a)   A list of key staff that the Proponent would propose to use for this work, together with their professional qualifications, related project experience and an indication of their duties and responsibilities on this particular project;

(b) Strategies and individuals that can fulfill the roles and responsibilities for any unforeseen events requiring replacement of team members;

(c) Résumés for proposed individuals are to be included as an Appendix to the Proposal; and,

(d) A statement of any conflict of interest, if applicable. Refer to Appendix A – RFP Process Terms and Conditions for information relating to conflicts of interest.

(2) The Proponent should submit signed consent forms authorizing the disclosure of personal information to the City, or its designated agent(s), for any résumés that are submitted; however, the Proponent will accept all liability if signed consent forms and résumés are not disclosed to the City.

(3) It is important that key project individuals (i.e. major areas of responsibility) be named, with accompanying indication of guaranteed availability. Continuity of key personnel will be required, with a contractual obligation for substitutions only with full written, advance approval of the City.

Subsection 5 – Proposed System/Solution

(1) In order to determine the extent to which the proposed Solution meets the City's Mandatory, Functional, Technical and Non-Functional Requirements and confirms the Proponent's understanding, the following should be provided in the Proposal:

(a) Proponents should submit the Functional, Technical and Non-Functional Requirements Compliance Tables in Appendix F.2, which contain the City's Functional and Technical Requirements for the Solution;

(b) Proponents are encouraged to provide comments in the column provided in each of the Compliance Tables to identify how their Solution addresses a given requirement, including any other relevant information pertaining to their response to a given requirement;

(c) Proponents should provide any additional detailed functions/characteristics/ specifications of their proposed Solution that they believe would be beneficial to the City in the long run;

(d) Proponents should provide a summary of three (3) risks/problems/issues that have been encountered in prior installations and how they were mitigated;

(e) Proponents should disclose any material defects or failures of any implemented Solutions similar to that being proposed in response to this RFP in the previous three (3) years. Identify the election event in which the defect or failure was discovered, describe in detail the nature of the defect or failure and the steps taken to remedy the defect or failure, and provide the name and contact information for the election official who was in charge at the time such defect or failure was discovered;

(f) Proponents should provide three (3) risks that may occur based on their understanding of this RFP and how they will monitor and mitigate the risks;

(g) Proponents should provide a lessons learned document from a recent Internet Voting Solution implementation of similar size and scope as the City; and,

(h) Proponents should provide a list of other modules that could be integrated into the Internet Voting Solution (i.e., Advance Vote integration tools, electronic pollbook, web applications, etc.).

(2) The Proponent should also provide the following in the Proposal:

(a) A detailed description of how the Proponent intends to achieve the goals and objectives of the Project including:
   i. A brief description outlining why the specific Solution/System has been recommended;
   ii. The detailed functions/characteristics/specifications of the goods/services; and,
   iii. The deliverables/outcomes that will be provided as part of the project.

(b) Proof that the Proponent has the right to represent, sell, license, deliver, install, train in the use of, service, maintain and support the products proposed, including any documentation to be provided in relation thereto;

(c) A statement confirming that the Proponent has the right to provide to the City any required ownership, license rights, pass-through warranties and other ancillary rights for all proposed goods and services and that the provision of such products and services will not infringe or otherwise violate the rights of any third-party;

(d) A statement confirming the Proponent's commitment to the ongoing development and support of the proposed goods and services, including the commitment to maintain compatibility with new releases of related systems;

(e) A statement confirming that there will be no construction or other liens, encumbrance, third-party security interest or other rights outstanding in regard to the system or installation, and title to all hardware and any supplies provided therewith will pass to the City in accordance with the terms of the Agreement free and clear of all such liens, encumbrances and third-party security interest or other rights; and,

(f) Details for provisions for down time or loss of revenue from any systems affected by the proposed Solution.

Subsection 6 – Work plan and Deliverables

(1) Time is of the essence for this Project. It is important that the Project is started and completed in an efficient and effective manner. The Proponent is requested to provide:

(a) A detailed work plan indicating the Project method, schedule, Gantt chart, tasks, and deliverables;

(b) An estimated overall timeline of the Project, including an indication of how soon the Proponent could commence work;

(c) Key dates for major deliverables should be clearly defined in the Proponent's detailed work plan;

(d) For each deliverable, sufficient detail for the reviewers to evaluate the value of the effort expended;

(e) Proposed Project staffing over the assignment period should include numbers by "classification" for key staff as well as all other staff; and,

(f) Statements of the assumptions regarding roles and involvement of City staff and the estimated amount of their time involvement.

Note: The City prefers that the assumptions used by a Proponent in preparing its Proposal are kept at a minimum and to the extent possible, that Proponents will ask for clarification prior to the Deadline for Proponent Questions rather than make assumptions. Where a Proponent's assumptions are inconsistent with information provided in or required by the RFP, or are so extensive that the Total Proposal Price is qualified, such Proponent risks disqualification by the City, at the City's sole discretion.

Subsection 7 – Cost of Services

(1)   To be submitted in the Cost of Services envelope as per section 5.2 (1)(i) above.

(2)   In the event of mathematical errors found in the pricing pages, the unit prices quoted shall prevail. Extensions and totals will be corrected accordingly by City staff and adjustments resulting from the correction will be applied to the Total Proposed Price quoted.

(3)   Prices submitted in a Proposal are to be firm for the duration of the RFP process and the term of any resulting Agreement.

(4)   All prices must be stated in Canadian currency. The Proponent shall assume all currency risk.

(5)   The City shall not be responsible for any additional costs.

(6)   The Proponent shall be solely responsible for all costs including but not limited to, wages, salaries, statutory deductions and any other expenses and liabilities related to its own personnel, and subcontractors and suppliers and their respective personnel.

(7)   The Proponent shall be solely responsible for any and all payments and/or deductions required to be made including, but not limited to, those required for the Canada Pension Plan, Employment Insurance, Workplace Safety and Insurance, and Income Tax.

(8)   All invoices must clearly show HST as a separate value with the Proponent's HST "registrant" number.

(9)   Without restricting the generality of the foregoing, the Proponent acknowledges that, if it is a non-resident person, payments to the Proponent, as a non-resident person, may be subject to withholding taxes under the *Income Tax Act* (Canada). Further, unless the Proponent, as a non-resident person, provides the City with an official letter from Canada Revenue Agency waiving the withholding requirements, the City will withhold the taxes it determines are required under the *Income Tax Act* (Canada).

Subsection 7A – Core Pricing

(1)   The Proponent must complete and submit the Price Detail Form located in Appendix D – Supplementary Submission Forms.

(2)   Pricing submissions are to use the following two (2) Sizing Options and two (2) Advance Vote Scenarios:

Assumptions	Unit	Sizing	
		Option 1	Option 2
Total number of Voters in Solution	Electors	1,600,000	
Total Internet Voting registrants	Electors	50,000	150,000
Total Internet Votes cast	Electors	50,000	150,000
Design Capacity (minimum)	Electors	100,000	300,000
Projected Concurrent Internet Usage	Electors	6,000	12,000
Mean voting session length	Minutes	5	5
Maximum voting session length	Minutes	30	30

Total Proposed Price (Line 8) from each D.1		
	Option 1	Option 2
Advance Vote Scenario A: Concurrent	*D.1 (1A)*	*D.1 (2A)*
Advance Vote Scenario B: No Overlap	*D.1 (1B)*	*D.1 (2B)*

(3)   Based on both Sizing Options (1 and 2) and both Advance Vote Scenarios (A and B), Proponents are to present a total of four (4) different D.1 Costing Scenario Submissions based on the Submission tables identified in Appendix D, which will be weighted as follows:

(a) D.1 (1A): Sizing Option 1: 50,000 votes, and Advance Vote Scenario A: Concurrent will account for thirty-five percent (35%) of the Cost Criterion Score.

(b) D.1 (1B): Sizing Option 1: 50,000 votes, and Advance Vote Scenario B: No Overlap will account for thirty-five percent (35%) of the Cost Criterion Score.

(c) D.1 (2A): Sizing Option 2: 150,000 votes, and Advance Vote Scenario A: Concurrent will account for fifteen percent (15%) of the Cost Criterion Score.

(d) D.1 (2B): Sizing Option 2: 150,000 votes and Advance Vote Scenario B: No Overlap will account for fifteen percent (15%) of the Cost Criterion Score.

(4)   Cost Criterion Scores for D.1 (1A) will be calculated as follows for each proposal:

(a) The lowest cost Proposal from D.1 (1A) receives 35 points;

(b) The remaining Proposals from D.1 (1A) are assigned points based on the following formula:

$$\frac{\text{Lowest Priced Proposal D.1(1A) Cost}}{\text{Proponent's Proposal D.1(1A) Cost}} \text{ x 35}$$

(5) Cost Criterion Scores for D.1 (1B) will be calculated as follows for each proposal:

    (a) The lowest cost Proposal from D.1 (1B) receives 35 points;

    (b) The remaining Proposals from D.1 (1B) are assigned points based on the following formula:

$$\frac{\text{Lowest Priced Proposal D.1(1B) Cost}}{\text{Proponent's Proposal D.1(1B) Cost}} \text{ x 35}$$

(6) Cost Criterion Scores for D.1 (2A) will be calculated as follows for each proposal:

    (a) The lowest cost Proposal from D.1 (2A) receives 15 points;

    (b) The remaining Proposals from D.1 (2A) are assigned points based on the following formula:

$$\frac{\text{Lowest Priced Proposal D.1(2A) Cost}}{\text{Proponent's Proposal D.1(2A) Cost}} \text{ x 15}$$

(7) Cost Criterion Scores for D.1 (1A) will be calculated as follows for each proposal:

    (a) The lowest cost Proposal from D.1 (2B) receives 15 points;

    (b) The remaining Proposals from D.1 (2B) are assigned points based on the following formula:

$$\frac{\text{Lowest Priced Proposal D.1(2B) Cost}}{\text{Proponent's Proposal D.1(2B) Cost}} \text{ x 15}$$

(8) Each Proposal's scores for each of the four (4) D.1 options will be totalled, with a maximum possible score of one hundred (100) out of one hundred (100);

D.1(1A) Score + D.1(1B) Score + D.1(2A) Score + D.1(2B) Score = Combined Score

(9) The Proponent with the highest Combined Score will be awarded the maximum of twenty-five (25) points;

(10) Each remaining Proponent's Combined Score will be multiplied by twenty-five percent (25%) for that Proposal's overall Cost Criterion Score:

Combined Score   X 25% =   Cost Criterion Score

(11) The decision to proceed with any one (1) of the Costing Scenario Submissions in Section 4.2.5 will be at the sole discretion of the City. The City may, but shall not be obliged to, separate each option and evaluate the cost criterion on each Sizing Option and Advance Vote Scenario.

(12) If the City is directed by Council to implement only one (1) of the four (4) costing scenario options, scores for the cost criterion will be calculated as follows:

    (c) The lowest cost Proposal for the Council-approved Sizing Option and Advance Vote Scenario receives 25 points; and,

    (d) The remaining Proposals are assigned points based on the following formula:

$$\frac{\text{Lowest Priced Proposal Cost}}{\text{Proponent's Proposal Cost}} \times 25$$

(13) The Total Price quoted must include all labour, profit, other overhead, materials, equipment, hardware, licenses, analysis, travel, accommodations, communication, transportation and delivery costs (courier, long distance charges, and so on), staff time, City/Vendor meetings (as and where deemed required by the City), disbursements and any/all other operational costs and fees associated with the Services, excluding all applicable taxes. The City shall not be responsible for any additional costs.

Subsection 7B - Taxes

(1) HST for the supply and delivery of materials/goods is to be shown as additional/separate line items on the Price Schedule and any subsequent invoices.

Subsection 7C - Optional and/or Additional Pricing

(1) The Proponent must clearly indicate in its Proposal and on the Price Detail Form specific Services and products which are additional or optional and which are excluded from the Total Proposal Price for Services, i.e., Core Pricing.

(2) Include an hourly fee schedule for all levels of Proponent's professional, managerial and clerical staff with respect to services not covered (e.g., customization services) and rates for disbursements.

(3) A detailed cost summary of exclusions along with justification for the need must be provided.

Subsection 7D - Payment Terms and Discount Schedule

(1) The Proponent may propose payment terms for Core Pricing. The City's standard payment terms are 60 days from the receipt of the invoice. The final payment terms may be subject to further negotiation.

(2) The Proponent may propose any prompt payment discount terms.

(3) The City will consider offers of early payment discount terms. Discounts will only be taken when early payment discount terms are met from the receipt date of the invoice in the Corporate Accounts Payable (AP) unit.

Note: Discount terms for early payment cannot be earlier than 15 days from the receipt date of the invoice by the City of Toronto, Accounting Services Division, and Corporate Accounts Payable unit.

(4) Negotiated payment terms should be clearly indicated on the invoice including any early or prompt payment terms.

(5) The City of Toronto offers secure electronic direct deposit payments through the "Direct Deposit" program. For more information and/or to enroll for this payment option, please email FASPDD@toronto.ca or contact the City's AP Customer Service Desk at APHelp@toronto.ca or 416-397-5235.

(6) To support an electronic payable environment, the City of Toronto Corporate Accounts Payable unit will accept electronic Vendor invoices submitted via email at APinvoice@toronto.ca.

Note: Electronic invoices submitted must be in a PDF format as an attachment. If Vendors have any questions regarding this process, please contact the City's AP Customer Service Desk at APHelp@toronto.ca or 416-397-5235.

Subsection 7E - City of Toronto - Invoice/Billing Requirements

(1) To help us pay Vendors promptly, it is essential that all required billing information is provided on the invoice submitted to the City of Toronto. Any missing billing information on an invoice will result in a payment delay and the invoice may be returned to the Vendor for correction without payment.

All original Vendor invoices must be addressed and be sent DIRECTLY to:

City of Toronto
Accounting Services Division
Corporate Accounts Payable
55 John Street
14 Floor, Metro Hall
Toronto, ON
M5V 3C6

(2) Invoice(s) submitted to the City of Toronto must have complete ship-to information including:

(a) Name of City Division;

(b) The City Division's contact name and phone number (the person ordering or picking up the goods and/or services);

(c) Delivery location of goods and/or services (excluding pick-up order); and

(d) Purchasing document information on the invoice (blanket contract number, contract release order number (CRO) purchase order (PO) or Divisional Purchase Order (DPO) must be clearly indicated on the invoice. (*This purchasing number should be provided by City staff at the time of order*).

Subsection 8 – Cost Control

Proponents are to submit a proposed methodology for the Proponent's resource planning, cost estimation, cost budgeting, and cost control measures. The Proponent should clearly

demonstrate the cost control measures that it will implement to ensure that the Total Price for the Project will not be exceeded.

Cost control measures are those management processes used to control cost. In describing the cost control measures, do not refer to or include the pricing contained in the 'Cost of Services' envelope. Including pricing information in technical portion of the submission will result in the Proposal being rejected.

APPENDICES

APPENDIX A
RFP Process Terms and Conditions

1. Proponent's Responsibility

It shall be the responsibility of each Proponent:

(a) To examine all the components of this RFP, including all appendices, forms and Addenda;

(b) To acquire a clear and comprehensive knowledge of the required services before submitting a Proposal; and,

(c) To become familiar, and (if it becomes a successful Proponent) comply with all of the City's Policies and Legislation set out on the City of Toronto website at: www.toronto.ca/tenders/index.htm

The failure of any Proponent to receive or examine any document, form, addendum, Agreement or policy shall not relieve the Proponent of any obligation with respect to its Proposal or any Agreement entered into or Purchase Order issued based on the Proponent's Proposal.

2. Prime Proponent

A Proposal by a consortium of two or more entities may be submitted, but one person or company must be shown as the Prime Proponent and be prepared to represent the consortium to the City by executing the Agreement, acting as the primary contact, and taking overall responsibility for performance of the Agreement.

Where a Proposal is made by a Prime Proponent with associate firms working with or under the Prime Proponent in either a sub-contracting or consortium relationship, it is required that those associate firms be named in the Proposal.

3. City Contacts and Questions

All contact and questions concerning this RFP should be directed in writing to the City employee(s) designated as "City Contact" in the Notice to Potential Proponents. No City representative, whether an official, agent or employee, other than those identified "City Contacts" are authorized to speak for the City with respect to this RFP, and any Proponent who uses any information, clarification or interpretation from any other representative does so entirely at the Proponent's own risk. Not only shall the City not be bound by any representation made by an unauthorized person, but any attempt by a Proponent to bypass the RFP process may be grounds for rejection of its Proposal. From and after the date of this RFP until the time of any ensuing contract award, no communication with respect to this matter shall be made by any potential Proponent, or its representatives, including a third-party representative employed or retained by it (or any unpaid representatives acting on behalf of either), to promote its Proposal or oppose any competing Proposal, nor shall any potential Proponent, or its representatives, including a third-party representative employed or retained by it (or any unpaid representatives acting on behalf of either), discuss the RFP or its Proposal with any City staff, City officials or Council member(s), other than a communication with the "City Contact" identified on page 1 on this RFP.

Proponents should be aware that communications in relation to this RFP outside of those permitted by the applicable procurement policies and this RFP document contravene the Lobbying By-law, an offence for which a person is liable to a maximum fine of $25,000.00 on a first conviction and $100,000.00 on each subsequent conviction. In addition, the City's

Procurement Processes Policy provides that any Proponent found in breach of the policy may be subject to disqualification from the RFP or a future RFP or RFPs at the discretion of Council.

Notwithstanding anything to the contrary as set out in this document, the obligations as set out in the City of Toronto Municipal Code, Chapter 140 shall apply.

For more information, please find below the links to the City's Procurement Processes Policy, Lobbying By-Law and Interpretive Bulletin on Lobbying and Procurement:
http://www.toronto.ca/citybusiness/pdf/policy_procurement_process.pdf
http://www.toronto.ca/legdocs/municode/1184_140.pdf
http://www.toronto.ca/lobbying/pdf/interpretation-bulleting_lobbying-procurements.pdf

4. Addenda

If it becomes necessary to revise any part of this RFP, the revisions will be by Addendum posted electronically in Adobe PDF format on the City's website at:
www.toronto.ca/calldocuments.

Proponents and prospective Proponents SHOULD MONITOR THE WEBSITE as frequently as they deem appropriate, until the day of the Deadline. Only answers to issues of substance will be posted. The City reserves the right to revise this RFP up to the Closing Deadline. When an Addendum is issued, the date for submitting Proposals may be revised by the City if, in its opinion, the City determines more time is necessary to enable Proponents to revise their Proposals.

All Proponents must acknowledge receipt of all Addenda in the space provided on the Proposal Submission Form.

The City's Purchasing and Materials Management Division will make reasonable efforts to issue the final Addendum (if any) no later than two (2) days prior to the Deadline.

5. Exceptions to Mandatory Requirements, Terms and Conditions

If a Proponent wishes to suggest a change to any mandatory requirement, term or condition set forth in any part of this RFP, it should notify the City in writing no later than the deadline for questions. The Proponent must clearly identify any such requirement, term or condition, the proposed change and the reason for it. If the City wishes to accept the proposed change, the City will issue an Addendum as described in the article above titled **Addenda**. The decision of the City shall be final and binding, from which there is no appeal. Changes to mandatory requirements, terms and conditions that have not been accepted by the City by the issuance of an Addendum are not permitted and any Proposal that takes exception to or does not comply with the mandatory requirements, terms and conditions of this RFP will be rejected.

6. Omissions, Discrepancies and Interpretations

A Proponent who finds omissions, discrepancies, ambiguities or conflicts in any of the RFP documentation or who is in doubt as to the meaning of any part of the RFP should notify the City in writing no later than the deadline for questions. If the City considers that a correction, explanation or interpretation is necessary or desirable, the City will issue an Addendum as described in the article above titled **Addenda**. The decision and interpretation of the City shall

be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the RFP documents.

7. Incurred Costs

The City will not be liable for, nor reimburse, any potential Proponent or Proponents, as the case may be, for costs incurred in the preparation, submission or presentation of any Proposal, for interviews or any other activity that may be requested as part of the evaluation process or the process for the negotiation or execution of an Agreement with the City, as the case may be.

The rejection or non-acceptance of any or all Proposals shall not render the City liable for any costs or damages to any firm that submits a Proposal.

8. Post-Submission Adjustments and Withdrawal of Proposals

No unilateral adjustments by Proponents to submitted Proposals will be permitted.

A Proponent may withdraw its Proposal at any time prior to the Deadline by notifying the City Buyer designated in this RFP in writing on company letterhead or in person, with appropriate identification.

Telephone and email requests will not be considered.

A Proponent who has withdrawn a Proposal may submit a new Proposal, but only in accordance with the terms of this RFP.

After the Deadline, each submitted Proposal shall be irrevocable and binding on Proponents for a period of 120 days.

If the City makes a request to a Proponent for clarification of its Proposal, the Proponent will provide a written response accordingly, which shall then form part of the Proposal.

9. No Collusion

No Proponent may discuss or communicate about, directly or indirectly, the preparation or content of its Proposal with any other Proponent or the agent or representative of any other Proponent or prospective Proponent. If the City discovers there has been a breach at any time, the City reserves the right to disqualify the Proposal or terminate any ensuing Agreement.

10. Prohibition against Gratuities

No Proponent and no employee, agent or representative of the Proponent, may offer or give any gratuity in the form of entertainment, participation in social events, gifts or otherwise to any officer, director, agent, appointee or employee of the City in connection with or arising from this RFP, whether for the purpose of securing an Agreement or seeking favourable treatment in respect to the award or amendment of the Agreement or influencing the performance of the Agreement, including without restriction enforcement of performance standards, or expressing appreciation, or providing compensation, for the award of an Agreement or for performance of the City's obligations thereunder or for conferring favours or being lenient, or in any other manner whatsoever.

If the City determines that this article has been breached by or with respect to a Proponent, the City may exclude its Proposal from consideration, or if an Agreement has already been entered into, may terminate it without incurring any liability.

11. Acceptance of Proposals

The City shall not be obliged to accept any Proposal in response to this RFP.

The City may, without incurring any liability or cost to <u>any</u> Proponent:

> (a) Accept or reject any or all Proposal(s) at any time;
>
> (b) Waive immaterial defects and minor irregularities in any Proposals;
>
> (c) Modify and/or cancel this RFP prior to accepting any Proposal; and,
>
> (d) Award a contract in whole or in part.

The City is relying on the experience and expertise of the Proponent. The City reserves the right to disqualify any Proponent who has given inaccurate, incomplete, false or misleading information in the sole opinion of the City.

12. Verification

The City reserves the right to verify with any Proponent, or with any other person, any information provided in its Proposal but shall be under no obligation to receive further information.

If, in the opinion of the City, any Proponent has clearly misinterpreted the services or underestimated the hours or value of the services to be performed as reflected in its Proposal content and submitted price/fees, or all or any or any combination of them, then the City may reject its Proposal as not representative of the scope of the services.

13. Unbalanced Bids (In this paragraph "Bid" refers to the Proposal)

The City may reject a bid if it determines, at its sole discretion, that the bid is materially imbalanced.

A bid is materially imbalanced when:

  (1) It is based on prices which are significantly less than cost for some items of work and prices which are significantly overstated in relation to cost for other items of work; and

  (2) The City had determined that the proposal may not result in the lowest overall cost to the City even though it may be the lowest submitted bid; or,

  (3) It is so unbalanced as to be tantamount to allowing an advance payment.

14. Conflicts of Interest

In its Proposal, the Proponent must disclose to the City any potential conflict of interest that might compromise the performance of the Work. If such a conflict of interest does exist, the City may, at its discretion, refuse to consider the Proposal.

The Proponent must also disclose whether it is aware of any City employee, Council member or member of a City agency, board or commission or employee thereof having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Agreement, the City may, at its discretion, refuse to consider the Proposal or withhold the awarding of any Agreement to the Proponent until the matter is resolved to the City's sole satisfaction.

If, during the Proposal evaluation process or the negotiation of the Agreement, the Proponent is retained by another client giving rise to a potential conflict of interest, then the Proponent will so inform the City. If the City requests, then the Proponent will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest concerned.

Proponents are cautioned that the acceptance of their Proposal may preclude them from participating as a Proponent in subsequent projects where a conflict of interest may arise. The successful Proponent for this project may participate in subsequent/other City projects provided the successful Proponent has satisfied pre-qualification requirements of the City, if any, and in the opinion of the City, no conflict of interest would adversely affect the performance and successful completion of an Agreement by the successful Proponent.

15. Ownership and Confidentiality of City-Provided Data

All correspondence, documentation and information provided by City staff to any Proponent or prospective Proponent in connection with, or arising out of this RFP, the Services or the acceptance of any Proposal:

> (a) Is and shall remain the property of the City;

> (b) Must be treated by Proponents and prospective Proponents as confidential; and,

> (c) Must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent Agreement.

16. Ownership and Disclosure of Proposal Documentation

The documentation comprising any Proposal submitted in response to this RFP, along with all correspondence, documentation and information provided to the City by any Proponent in connection with, or arising out of this RFP, once received by the City:

> (a) Shall become the property of the City and may be appended to the Agreement and/or Purchase Order with the successful Proponent; and,

> (b) Shall become subject to the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"), and may be released, pursuant to that Act.

Because of the MFIPPA, prospective Proponents are advised to identify in their Proposal any material that may be considered commercially confidential, such as scientific, technical, commercial, proprietary or similar information, the disclosure of which could cause them injury.

Each Proponent's name at a minimum shall be made public. Proposals will be made available to members of City Council provided that their requests have been made in accordance with the City's procedure and may be released to members of the public pursuant to the MFIPPA.

17. Intellectual Property Rights

Each Proponent warrants that the information contained in its Proposal does not infringe any intellectual property right of any third-party and agrees to indemnify and save harmless the City of Toronto, its Mayor, Members of Council, officers, employees, agents and consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the City brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right in connection with their Proposal.

18. Failure or Default of Proponent

If the Proponent, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of the RFP, the City may disqualify the Proponent from the RFP and/or from competing for future tenders or RFP issued by the City for a period of one (1) year. In addition, the City may at its option either:

(a) Consider that the Proponent has withdrawn any offer made, or abandoned the Agreement if the offer has been accepted, whereupon the acceptance, if any, of the City shall be null and void; or,

(b) Require the Proponent to pay the City the difference between its Proposal and any other Proposal which the City accepts, if the latter is for a greater amount and, in addition, to pay the City any cost which the City may incur by reason of the Proponent's failure or default, and further the Proponent will indemnify and save harmless the City, its officers, employees and agents from all loss, damage, liability, cost, charge and expense whatever which it, they or any of them may suffer, incur or be put to by reason of such default or failure of the Proponent.

19. Quasi-Criminal/Criminal Activity of a Proponent

The City may reject a Proposal or Proponent if the City:

(a) Confirms that the Proponent or any individual that owns, directs, or controls the Proponent has been charged with or convicted of an offence under the Criminal Code, an offence as defined in the *Provincial Offences Act, R.S.O. 1990, c. P.33,* or an offence pursuant to similar laws outside of Ontario;

(b) Determines that this charge or conviction is material to the given procurement; and,

(c) Determines that, in light of this charge or conviction, awarding to that Proponent could compromise the delivery of the goods or services or would otherwise

undermine the business reputation of the City or the public's confidence in the integrity of the RFP process.

20. Publicity

The Proponent and its affiliates, associates, third-party service providers, and subcontractors shall not release for publication any information in connection with this RFP or any Agreement without prior written permission of the City.

21. Governing Law

This RFP and any Proposal submitted in response to it and the process contemplated by this RFP including any ensuing Agreement shall be governed by the laws of the Province of Ontario. Any dispute arising out of this RFP or this RFP process will be determined by a court of competent jurisdiction in the Province of Ontario.

APPENDIX B

Agreement Terms and Conditions

Note to Appendix:

The terms set out in this Appendix shall be incorporated in any Agreement entered into with the recommended Proponent substantially in the form as presented in the Appendix. These terms are mandatory and are not negotiable. Any Proponent wishing to request that the City consider any changes to the terms and conditions set out in Appendix "B" must follow the process outlined in section 5 of Appendix "A".

1. Compliance with Laws

The Vendor will be required to comply with all federal, provincial and municipal laws and regulations in performing any Services including, including City of Toronto By-laws and policies applicable to the City's Vendors, and shall provide to the City, upon request, periodic reports confirming such compliance.

2. Non-Exclusivity

The awarding of an Agreement to a Vendor shall not be a guarantee of exclusivity.

3. Confidentiality and Conflict of Interest

The Vendor shall treat as confidential all information of any kind which comes to the attention of the Vendor in the course of carrying out the Services and shall not disseminate such information for any reason without the express-written permission of the City or otherwise in accordance with the MFIPPA or other applicable privacy law. The Vendor may be required to enter into a detailed confidentiality and conflict of interest agreement in a form satisfactory to the City Solicitor.

4. Indemnities

(1)   The Vendor shall from time to time, and at all times hereafter, well and truly save, keep harmless and fully indemnify City of Toronto and any of its Members of Council, Mayor, officers, employees, agents, representatives, invitees, members, volunteers, successors and assigns from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever which may be brought against or made upon any of them and against any loss or damages suffered or incurred by the City arising from or relating to any physical injury, including death, or any loss of or damage to tangible property, caused by the Vendor, its employees, agents or subcontractors or any entity for whom it is in law responsible, or arising from or relating to any statutory obligations of the Vendor; and

(2)   The Vendor shall also fully defend, save harmless and indemnify the City from and against any loss or damages suffered or incurred by the City from or arising out of the performance or rendering of, or the failure to perform or render, or the failure to exercise reasonable care, skill or diligence in the performance or rendering of the Services. The Vendor's liability to the City shall not exceed an amount equal to the total amount payable hereunder by the City to the Vendor and in no event shall the Vendor be liable to the City for any indirect or consequential damages. The limitation of liability in this section does not apply to the indemnities required by Articles B.4 (1) and B.5 or to a breach of Confidentiality as required by Article B.3 of this Appendix.

(3)   The City will not provide any indemnity under any circumstances.

5. Intellectual Property Indemnity

The Vendor shall indemnify and save harmless the City of Toronto, its Mayor, Members of Council, officers, employees, agents and consultants from and against any losses, liens, charges, claims, demands, suits, proceedings, recoveries and judgements (including legal fees and costs) arising from infringement, actual or alleged, by the Proposal, its use or misuse, or by

any of the deliverables developed or provided or supplied under or used in connection with the Services (including the provision of the Services themselves), of any Canadian, American or other copyright, moral right, trade-mark, patent, trade secret or other thing with respect to which a right in the nature of intellectual/industrial property exists.

6. No Assignment

The Vendor shall not assign any part of the project that may be awarded to it under the Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld. However, such written consent shall not under any circumstances relieve the Vendor of its liabilities and obligations under this RFP and the Agreement.

7. Subcontractors

The Vendor shall be solely responsible for the payment of every subcontractor employed, engaged, or retained by it for the purpose of assisting it in the performance of its obligations under the Agreement. The Vendor shall coordinate the services of its subcontractors in a manner acceptable to the City, and ensure that they comply with all the relevant requirements of the Agreement.

The Vendor shall be liable to the City for all costs or damages arising from acts, omissions, negligence or wilful misconduct of its subcontractors.

8. Personnel and Performance

The Vendor shall make available appropriately skilled workers, consultants, subcontractors or third-parties, as appropriate, and must be able to provide the necessary materials, tools, machinery and supplies to carry out the project.

The Vendor shall be responsible for its own staff resources and for the staff resources of any subcontractors and third-party service providers.

The Vendor shall ensure that its personnel (including those of approved sub-contractors), when using any City buildings, premises, equipment, hardware or software shall comply with all security policies, regulations or directives relating to those buildings, premises, equipment, hardware or software.

Personnel assigned by the Vendor to perform or produce the Services or any part of it, (including those of approved subcontractors) may, at the City's sole discretion, be required to sign non-disclosure Agreement(s) satisfactory to the City before being permitted to perform such services.

9. Independent Contractor

The Vendor and the City agree and acknowledge that the relationship between the City and the Vendor is one of owner and independent contractor and not one of employer-employee. Neither is there any intention to create a partnership, joint venture or joint enterprise between the Vendor and the City.

10. Insurance

The successful Vendor agrees to purchase and maintain in force, at its own expense and for the duration of the services, the following policies of insurance, which policies shall be in a form and with an insurer acceptable to the City. A certificate evidencing these policies signed by the insurer or an authorized agent of the insurer must be delivered to the City prior to the commencement of services:

(a) Commercial General Liability provided that the policy:
   i. Is in the amount of not less than Two Million Dollars ($2,000,000.00), per occurrence;
   ii. Adds the City of Toronto as an additional insured;
   iii. Includes Non Owned Automobile Liability, Employer's Liability and/or Contingent Employer's Liability, and any other provision relevant to the services; and
   iv. Includes a clause which will provide the City with thirty (30) days' prior written notice of cancellation (fifteen (15) days if cancellation is due to non-payment of premium).

(b) Professional Liability (errors and omissions) coverage provided that the policy:
   i. Is in the amount of not less than One Million Dollars ($1,000,000).

11. General Provisions

It is understood and agreed that the coverage and limits of liability noted above are not to be construed as the limit of liability of the Vendor in the performance of services. It is also agreed that the above insurance policies may be subject to reasonable deductible amounts, which deductible amounts shall be borne by the Vendor. At the expiry of the policies of insurance, original signed Certificates evidencing renewal will be provided to the City without notice or demand.

The Vendor is responsible for any loss or damage whatsoever to any of the its materials, goods, equipment or supplies and will maintain appropriate all-risk coverage as any prudent owner of such materials, goods, supplies and equipment. The Vendor shall have no claim against the City or the City's insurers for any damage or loss to its property and shall require its property insurers to waive any right of subrogation against the City.

12. Warranties and Covenants

The Vendor represents, warrants and covenants to the City (and acknowledges that the City is relying thereon) that any deliverable resulting from or to be supplied or developed under the Agreement will be in accordance with the City's Functional and Technical Requirements (as set out in the RFP) and, if applicable, will function or otherwise perform in accordance with such Requirements.

13. Third-Party Software

Where the City is in possession of software containing or constituting confidential proprietary information belonging to third parties, the Vendor shall not, except in the usual incidental manner genuinely necessary for the intended use of such software on the equipment of the City:

(a) Analyze, copy, decompile, disassemble, translate, convert, reverse engineer or duplicate any physical embodiment or part thereof, or permit any person to do so; or,

(b) Divulge to any unauthorized person the ideas, concepts or techniques, or make any other improper use of such software.

The Vendor shall fully defend, save harmless and indemnify the City from and against any loss or damages suffered by the City as a result of any failure by the Vendor, its officers, directors, partners, contract personnel, agents and employees or any of them to comply with the provisions hereof.

Should the Vendor include third-party components within the Solution, the Vendor must secure the rights to use and repackage third-party components and pass on those rights to the City without additional charges.

The City will own all intellectual property rights, including (without limitation) copyright, in and to all Deliverables provided by the Vendor and its subcontractors.

14. Ownership of Project Documentation

All information, data, plans, specifications, reports, estimates, summaries, photographs and all other documentation prepared by the Vendor in the performance of the Services under the Agreement, whether they be in draft or final format, shall be the exclusive property of the City.

15. Payment Schedule

A payment schedule satisfactory to the City shall form part of the Agreement.

No fees or reimbursable expenses shall become payable to the Vendor pursuant to the Agreement other than pursuant to one or more signed schedules.

The Vendor shall submit invoices in such detail as may be required by the City, and the City reserves the right to require further proof or documentation from the Vendor in respect of services performed or expenses incurred by the Vendor and the Vendor shall provide, without delay, such further proof or documentation.

If the City does not approve of the Services which are the subject of the invoice, the City shall advise the Vendor in writing of the reasons for non-approval and the Vendor shall remedy the problem at no additional cost to the City before the City shall be obliged to pay the invoice or any part of it, as the case may be.

The Vendor shall be solely responsible for the payment of all personnel costs including statutory and otherwise (including without limitation subcontractors and suppliers and their respective personnel) made available by it and used for performance of any of the Services.

16. Termination Provisions

Upon giving the Vendor not less than thirty (30) days' prior written notice, the City may, at any time and without cause, cancel the Agreement, in whole or in part. In the event of such cancellation, the City shall not incur any liability to the Vendor apart from the payment for the

goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Vendor at the time of cancellation.

Failure of the Vendor to perform its obligations under the Agreement shall entitle the City to terminate the Agreement upon ten (10) calendar days' written notice to the Vendor if a breach which is remediable is not rectified in that time. In the event of such termination, the City shall not incur any liability to the Vendor apart from the payment for the goods, material, articles, equipment, work or services that have been satisfactorily delivered or performed by the Vendor at the time of termination.

All rights and remedies of the City for any breach of the Vendor's obligations under the Agreement shall be cumulative and not exclusive or mutually exclusive alternatives and may be exercised singularly, jointly or in combination and shall not be deemed to be in exclusion of any other rights or remedies available to the City under the Agreement or otherwise at law.

No delay or omission by the City in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy.

Upon termination, all originals and copies of data, plans, specifications, reports, estimates, summaries, photographs, and other documents that have been accumulated and/or prepared by the Vendor in performance of the Agreement shall be delivered to the City in a clean and readable format.

17. Right to Audit

The City may audit all financial and related records associated with the terms of the Agreement including timesheets, reimbursable out-of-pocket expenses, materials, goods, and equipment claimed by the Vendor. The Vendor shall at all times during the term of the contract, and for a period of 7 years following completion of the Agreement, keep and maintain records of the Work performed pursuant to this Agreement. This shall include proper records of invoices, vouchers, timesheets, and other documents that support actions taken by the Vendor. The Vendor shall, at the vendor's own expense, make such records available for inspection and audit by the City at all reasonable times.

18. Occupational Health and Safety

      (a) The Vendor shall comply with all federal, provincial or municipal occupational health and safety legislative requirements, including, and without limitation, the *Occupational Health and Safety Act, R.S.O., 1990 c.0.1* and all regulations thereunder, as amended from time to time (collectively the "OHSA").

      (b) Nothing in this section shall be construed as making the City the "employer" (as defined in the OHSA) of any workers employed or engaged by the Vendor for the implementation of the Internet Voting Solution either instead of or jointly with the Vendor.

      (c) The Vendor agrees that it will ensure that all subcontractors engaged by it are qualified to perform the implementation of the Internet Voting Solution and that the employees of subcontractors are trained in the health and safety hazards expected to be encountered in the implementation of the Internet Voting Solution.

(d) The Vendor acknowledges and represents that:
   i.   The workers employed to carry out the implementation of the Solution have been provided with training in the hazards of the implementation of the Internet Voting Solution to be performed and possess the knowledge and skills to allow them to work safely;
   ii. The Vendor has provided, and will provide during the course of the agreement, all necessary personal protective equipment for the protection of workers;
   iii. The Vendor's supervisory employees are competent, as defined in the OHSA, and will carry out their duties in a diligent and responsible manner with due consideration for the health and safety of workers;
   iv. The Vendor has in place an occupational health and safety, workplace violence and workplace harassment policies in accordance with the OHSA; and,
   v.   The Vendor has a process in place to ensure that health and safety issues are identified and addressed and a process in place for reporting work-related injuries and illnesses.

(e) The Vendor shall provide, at the request of the City Clerk or his designate, the following as proof of the representations made in paragraph (d)(i) and (d)(iv):
   i.   Documentation regarding the training programs to be provided during the implementation of the Internet Voting Solution (i.e. types of training, frequency of training and re-training); and,
   ii. The Vendor's occupational health and safety policy.

(f) The Vendor shall immediately advise the City Clerk or his designate in the event of any of the following:
   i.   A critical injury that arises out of implementation of the Internet Voting Solution that is the subject of this agreement;
   ii. An order(s) is issued to the Vendor by the Ministry of Labour arising out of the implementation of the Internet Voting Solution that is the subject of this agreement; and/or,
   iii. A charge is laid or a conviction is entered arising out of the implementation of the Internet Voting Solution that is the subject of this agreement, including but not limited to a charge or conviction under the OHSA, the *Criminal Code*, *R.S.C 1985, c. C-46*, as amended and the *Workplace Safety and Insurance Act, S.O. 1997, c. 16, Sched. A*, as amended.

(g) The Vendor shall be responsible for any delay in the progress of the implementation of the Internet Voting Solution as a result of any violation or alleged violation of any federal, provincial or municipal health and safety requirement by the Vendor, it being understood that no such delay shall be a force majeure or uncontrollable circumstance for the purposes of extending the time for performance of the implementation of the Internet Voting Solution or entitling the Vendor to additional compensation, and the Vendor shall take all necessary steps to avoid delay in the final completion of the implementation of the Internet Voting Solution without additional cost to the City.

(h) The parties acknowledge and agree that employees of the City, including senior officers, have no authority to direct, and will not direct how employees, workers or other persons employed or engaged by the Vendor do work or perform a task that is the subject of this agreement.

19. Workplace Safety and Insurance Act

The Vendor shall be in good standing with the Workplace Safety and Insurance Board ("WSIB") throughout the term of this agreement. If requested by the City Clerk or his designate, the Vendor shall produce certificates issued by the WSIB to the effect that they have paid in full their assessment based on a true statement of the amount of payrolls. If the Vendor is considered by WSIB to be an independent operator without coverage, the Vendor shall provide a letter to that effect from the WSIB.

20. Accessibility Standards for Customer Service Training Requirements

The Vendor shall require all applicable personnel (including those of its subcontractors) to fulfill the training requirements set out in the City's policy on Accessible Customer Service Training Requirements for Contractors, Consultants and other Services Providers.
See: Appendix C – Standard Submission Forms: Form 7.

For a copy of the City of Toronto's requirements, visit the website at:
http://www.toronto.ca/citybusiness/accessibilty_training.htm.

APPENDIX C

Standard Submission Forms

FORM 1:   Proposal Submission Form – Mandatory

FORM 2:   Policy to Exclude Bids From External Parties Involved in the Preparation or Development of a Specific Call/Request - Mandatory

FORM 3:   Restrictions on the Hiring and Use of Former City of Toronto Management Employees for City Contracts – If Applicable

FORM 4:   Environmentally Responsible Procurement – If Applicable

FORM 5:   Notice of No Submission – If Applicable

FORM 6:   Declaration of Compliance with Anti-Harassment/Discrimination Legislation and City Policy – Mandatory

FORM 7:   City of Toronto Accessible Customer Service Training Requirements: Contractors, Consultants and other Service Providers – Mandatory

TORONTO

PROPOSAL SUBMISSION FORM

REQUEST FOR PROPOSAL NO.: 3405-13-3197
Internet Voting for Disabled Persons in the 2014 Regular Municipal Election
CLOSING: 12:00 NOON EST December 2, 2013

I/WE HEREBY SUBMIT MY/OUR PROPOSAL FOR THE PROVISION OF THE GOODS AND/OR SERVICES AS DESCRIBED WITHIN THE REQUEST FOR PROPOSAL DOCUMENT FOR THE ABOVE NAMED PROJECT.

I/WE HAVE CAREFULLY EXAMINED THE DOCUMENTS AND HAVE A CLEAR AND COMPREHENSIVE KNOWLEDGE OF THE REQUIREMENTS AND HAVE SUBMITTED ALL RELEVANT DATA. I/WE AGREE, IF SELECTED TO PROVIDE THOSE GOODS AND/OR SERVICES TO THE CITY IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE REQUEST FOR PROPOSAL DOCUMENT AND OUR SUBMISSION. I/WE AGREE THAT THIS SUBMISSION IS BEING MADE WITHOUT ANY COLLUSION OR FRAUD.

ACKNOWLEDGE RECEIPT OF ADDENDA BY NUMBER AND ISSUE DATE:
ADDENDUM NO. _____ DATED _____
ADDENDUM NO. _____ DATED _____
ADDENDUM NO. _____ DATED _____
ADDENDUM NO. _____ DATED _____

SUBMITTED BY:

_____
(PROPONENT'S FULL LEGAL NAME)

ADDRESS: _____**TELEPHONE NO.** _____

_____**FAX NO.**_____

_____**EMAIL:** _____

_____**DATE:** _____

_____
SIGNATURE OF AUTHORIZED SIGNING OFFICER

_____
PRINTED NAME OF SIGNING OFFICER

THIS FORM MUST BE SIGNED AND SUBMITTED WITH YOUR PROPOSAL OR YOUR PROPOSAL WILL BE DECLARED <u>INFORMAL.</u>

POLICY TO EXCLUDE BIDS FROM EXTERNAL PARTIES INVOLVED IN THE PREPARATION OR DEVELOPMENT OF A SPECIFIC CALL/REQUEST

To ensure Fair and Equal Treatment in its competitive procurements, the City of Toronto will undertake to:

+ disallow bidders/Proponent from submitting a bid to any Tender, Quotation, or Proposal call in which the bidders/Proponent has participated in the preparation of the call document; and

+ a bidder/Proponent who fails to comply will result in disqualification of their response to the call/request.

Did you, the Proponent, assist the City of Toronto in the preparation of this Request for Proposal call?

Specify: Yes _____   No _____

For a copy of the City of Toronto Policy, visit the website at:
http://www.toronto.ca/citybusiness/pdf/bidsfromexternalparties.pdf

RESTRICTIONS ON THE HIRING AND USE OF FORMER CITY OF TORONTO MANAGEMENT EMPLOYEES FOR CITY CONTRACTS

The purpose of this Policy to ensure that former City of Toronto management employees who took part in a separation program or received a retirement package, are prohibited from participating in contracts directly or indirectly related to the City of Toronto or its special purpose bodies for a period of two years starting from an employee's separation date.

Former employees covered by this policy are prohibited from participating in contracts directly or indirectly related to the City of Toronto or its special purpose bodies for a period of two years starting from the employee's separation date. This would include, but not be limited to, for example, the following roles:

- As an independent contractor/consultant;
- As a contractor/consultant on City project Work for a company/firm (but, the firm may compete); or
- As a contractor/consultant on City project Work for a company/firm that has been sub-contracted by another company/firm.

Former City of Toronto management employees who took part in a separation program or received a retirement incentive are prohibited from participating in contracts directly or indirectly related to the City of Toronto and its special purpose bodies for a period of two years starting from an employee's termination date.

Notes: (1) Adopted by Council at its meeting of February 4, 5, & 6, 1998, Report No. 2, Clause No. 2 of the Strategic Policies and Priorities Committee, and

(2) Revised by City Council at its meeting of November 26, 27, 28, 2002, Report No. 14, Clause No. 6, Administration Committee.

Respondents are to state the name(s) of any former City of Toronto management employee(s) hired/used by your firm, if any, who have left the employ of the City or its special purpose bodies within the last two years.

Specify: _____ .

This policy will be considered in the evaluation of all submissions received by the City of Toronto.

For further information contact:

Manager, Corporate Purchasing, Policy & Quality Assurance
18th Floor, West Tower, City Hall, (416) 392-0387

For a copy of the City of Toronto Policy, visit the website at:
http://www.toronto.ca/calldocuments/pdf/former_employees.pdf

ENVIRONMENTALLY RESPONSIBLE PROCUREMENT STATEMENT

The City of Toronto Environmentally Responsible Procurement Policy encourages bidders to also offer products/services that are environmentally preferred.

Environmentally preferred products/services offered must be competitive in cost, conform to specifications, performance requirements and be suitable for the intended application as determined by the using department(s).

Environmentally preferred products/services are those such as durable products, reusable products, energy efficient products, low pollution products/services, products (including those used in services) containing maximum levels of post-consumer waste and/or recyclable content, and products which provide minimal impact to the environment.

An environmentally preferred product is one that is less harmful to the environment than the next best alternative having characteristics including, but not limited to the following:

Reduce waste and make efficient use of resources: An Environmentally Preferred Product would be a product that is more energy, fuel, or water efficient, or that uses less paper, ink, or other resources. For example, energy-efficient lighting, and photocopiers capable of double-sided photocopying.

Are reusable or contain reusable parts: These products such as rechargeable batteries, reusable building partitions, and laser printers with refillable toner cartridges.

Are recyclable: A product will be considered to be an Environmentally Preferred Product if local facilities, capable of recycling the product at the end of its useful life, exist.

Contain recycled materials: An Environmentally Preferred Product contains post-consumer recycled content. An example is paper products made from recycled post-consumer fibre.

Produce fewer polluting by-products and/or safety hazards during manufacture, use or disposal: An EPP product would be a non-hazardous product that replaces a hazardous product.

Have a long service-life and/or can be economically and effectively repaired to upgraded.

Bidders shall if requested, provide written verification of any environmental claims made in their bid/Proposal satisfactory to the City of Toronto within five (5) working days of request at no cost to the City. Verification may include, but not be limited to, certification to recognized environmental program (e.g., Environmental Choice Program [ECP]), independent laboratory tests or manufacturer's certified tests, only proven environmentally preferred products/services shall be offered. Experimental or prototype products/services will not be considered.

For a copy of the City of Toronto Environmentally Responsible Procurement Policy, visit the website at: http://www.toronto.ca/calldocuments/pdf/environment_procurement.pdf

State if environmentally preferred products/service is being offered: YES_____   NO_____

State briefly the environmental benefit of the product/service offered:

_____

_____

NOTICE OF "NO SUBMISSION"

TORONTO

RFP # :	**3405-13-3197 NB**
CLOSING DATE:	**December 2, 2013**

IMPORTANT - PLEASE READ THIS

It is important to the City of Toronto to receive a reply from all invited Proponents. There is no obligation to submit a Proposal; however, should you choose not to submit, completion of this form will assist the City in determining the type of services you are interested in submitting a Proposal in the future.

INSTRUCTIONS:

If you are unable, or do not wish to submit a Proposal on this Request for Proposal, please complete the following portions of this form. State your reason for not submitting a Proposal by checking applicable box(es) or by explaining briefly in the space provided. It is not necessary to return any other Request for Proposals documents.

1. We do not offer this service.		Other reasons or additional comments.
2. We do not offer services to these requirements.		
3. Unable to offer services competitively.		
4. Cannot handle due to present commitments.		
5. Quantity/project too large.		
6. Cannot meet delivery/completion requirements.		
7. Licensing restrictions.		

Does the Proponent wish to participate in Request for Proposals for services in the future?   YES _____

For City's use only - Do not write in this space.	Company Name:
	Address:
	Signature of Company Representative:
	Position:
	Date: Tel. No.: Fax No.:

Fax: 416-392-8411

TORONTO

Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy

Organizations/individuals in Ontario, including the City of Toronto, have obligations under the Ontario Human Rights Code, the Occupational Health and Safety Act, the Employment Standards Act, the Accessibility for Ontarians with Disabilities Act, the Criminal Code of Canada and the Charter of Rights and Freedoms. In addition, the City of Toronto also has policies that prohibit discrimination on the additional grounds of political affiliation or level of literacy, subject to the requirements of the Charter. Organizations are required to have and post policies, programs, information, instruction, plans and/or other supports, and an appropriate internal process available to their employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints under the applicable legislation and including the additional grounds of discrimination prohibited under City policy. Individuals are obliged to refrain from harassment/hate activity.

The City of Toronto requires all organizations and individuals that contract with the City to sign the following Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy. This Declaration must be signed by your organization and submitted with the contract or Letter of Understanding. The name of your organization and the fact that you have signed this declaration may be included in a public report to City Council.

Declaration:

I/we uphold our obligations under the above provincial and federal legislation. In addition, I/we uphold our obligations under City policies which prohibit harassment/discrimination on a number of grounds including political affiliation and level of literacy.

WHERE LEGALLY MANDATED I/we have in place the necessary policies, programs, information, instruction, plans and/or other supports that are consistent with our obligations, and I/we have an internal process available to my/our employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints. I/we agree that I/we shall, upon the request of the City, provide evidence of the policies, programs, information, instruction, plans and other supports and an appropriate internal complaint resolution process required under this Declaration which is sufficient to allow the City to determine compliance. I/We acknowledge that failure to demonstrate compliance with this declaration to the satisfaction of the operating Division, in consultation with the City Solicitor, may result in the termination of the contract.

Name of Vendor or Name of Grant Applicant (Organization or Individual)**:**

_____

Complete Address: Email _____

                                                                 Tel. No. _____

Postal Code: Fax No. _____

_____

Name of Signing Officer or Name of Applicant (Name – *please print*): Position

_____

Signature: ....   Date: ....
Authorized Signing Officer or Individual

_____

TORONTO

City of Toronto Accessible Customer Service Training Requirements:
Contractors, Consultants and other Service Providers
(Accessibility Standard for Customer Service, O. Reg. 429/07, AODA 2005)

The City of Toronto supports the goals of the Accessibility for Ontarians with Disabilities Act (AODA), 2005 and is committed to providing equal treatment and equitable benefits of City services, programs and facilities in a manner that respects the dignity and independence of people with disabilities.

Under section 6 of the Accessibility Standard for Customer Service, O. Reg. 429/07 (Appendix A), established by the AODA, the City of Toronto must ensure that employees, volunteers and all other personnel, including third-party contractors, who deal with members of the public or other third-parties on behalf of the City or, who participate in developing City policies, practices or procedures on the provision of goods and services receive training on accessible customer service.

All personnel must complete training that meets the requirements of the Accessible Customer Service regulation and includes:
- An overview of the AODA
- Understanding the requirements of the Regulation
- How to interact and communicate with persons with various types of disabilities;
- How to interact with Persons with Disabilities who use an assistive device or require the assistance of a guide dog or other service animal or the assistance of a support;
- How to use equipment or devices available on the provider's premises or otherwise provided by the provider to people with disabilities to access goods or services; and
- What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services.

Third-party contractors and other service providers are to ensure that training records are maintained, including dates when training is provided, the number of personnel who received training and individual training records. Contractors are required to ensure that this information is available, if requested by the City of Toronto.

This policy will be considered in the evaluation of all submissions received by the City of Toronto.

Access an e-learning course:
The training requirements can be fulfilled by completing the e-Learning course "Serve-ability: Transforming Ontario's Customer Service", which can be found on the Ministry of Community and Social Services website:
http://www.mcss.gov.on.ca/mcss/serve-ability/splash.html

For more information:
How to comply with the Accessible Customer Service Standard at: www.accessON.ca/compliance

Requirements of the Accessibility Standards for Customer Service (Ontario Regulation 429/07):
www.e-laws.gov.on.ca/html/source/regs/english/2007/elaws_src_regs_r07429_e.htm

_____
SIGNATURE OF AUTHORIZED SIGNING OFFICER

_____
PRINTED NAME OF SIGNING OFFICER

APPENDIX D

Supplementary Submission Forms
for Each Configuration Scenario

Appendix D.1 – Summary Price Detail Form

Appendix D.2 – Services for the Full Implementation

Appendix D.3 – Software Licenses Form

Appendix D.4 – Support and Maintenance

Appendix D.5 – Training

Appendix D.6 – Post-Implementation Custom Enhancement Hourly Rate Form

Pricing submissions are to use the following two (2) Sizing Options and two (2) Advance Vote Scenarios:

Assumptions	Unit	Sizing	
		Option 1	Option 2
Total number of Voters in Solution	Electors	1,600,000	
Total Internet Voting registrants	Electors	50,000	150,000
Total Internet Votes cast	Electors	50,000	150,000
Design Capacity (minimum)	Electors	100,000	300,000
Projected Concurrent Internet Usage	Electors	6,000	12,000
Mean voting session length	Minutes	5	5
Maximum voting session length	Minutes	30	30

Total Proposed Price (Line 8) from each D.1		
	Option 1	Option 2
Advance Vote Scenario A: Concurrent	D.1 (1A)	D.1 (2A)
Advance Vote Scenario B: No Overlap	D.1 (1B)	D.1 (2B)

Based on the two (2) Sizing Options and the two (2) Advance Vote Scenarios, the Proponent is to provide four (4) different Costing Scenario Submissions, which will be weighted as follows in determining each Proponent's Cost Criterion Score:

Weighting of D.1 Costing Proposals		
	Sizing	
	Option 1	Option 2
Advance Vote Scenario A: Concurrent	35%	15%
Advance Vote Scenario B: No Overlap	35%	15%

See Subsection 7A – Core Pricing and Section 4.8 for more information.

Appendix D.1 (1A) – Summary Price Detail Form

Line	Item	Price
1	Service for Full Implementation (Line 11 from Appendix D.2, Table A)[1]	
2	Software licenses for Full Implementation (Line 2 from Appendix D.3 Table B)	
3	Software support and maintenance (Line 16 from Appendix D.4, Table A)	
4	Training (Line 6, Appendix D.5, Table A)	
5	Other costs (Identify and provide a breakdown with unit prices separately)	
6	Discount: State _____%	
7	Sub-Total (Sum of lines 1-5 minus line 6)	
8	TOTAL PROPOSED PRICE (Sum of lines 7 and 8)	
Line	**Item**	**Price**
9	Total of additional and/or optional Services. Do not include this figure in the total on line 8. Identify and provide a breakdown with unit prices separately.	

[1] Line number references in Appendix D refer to the numbering shown on the blank forms, as represented in this RFP. If necessary, Proponents may need to add lines to some of the forms in order to fully represent all the required costs, Services or efforts inherent in providing the Solution. In such cases, the line numbering for the final line (typically the total) may change from what is referenced here.

PROPONENTS MUST COMPLETE AND SUBMIT THIS FORM WITH THEIR PROPOSALS OR THE PROPOSAL WILL BE DECLARED INFORMAL AND RECEIVE NO FURTHER CONSIDERATION.

For instructions on completing this form, see section 5.3, subsection 7.

Appendix D.2 (1A) – Services for the Full Implementation

Table A – Project Team Task and Time Form

Line	Vendor Activity	Team Members (by role) & Expected Effort (in hours) per Activity							Total
1									
2									
3									
4									
5									
6	Configuration (Provide details in Appendix D.2, Table B)								
7	New Development (Provide details in Appendix D.2, Table C)								
8	Total Hours per Team Member (Sum of Lines 1 to 7 for each team member)								
9	Team Member Hourly Rate								
10	Total per Team Member								
11	**Total – Services for Full Implementation** (Sum of all amounts on line 10)								

Note: Please bring Total – Services for Full Implementation line 11 forward to Appendix D.1 Line 1

Appendix D.2 (1A) – Services For the Full Implementation

Table B – Configuration

Provide details for each requirement in Appendix F where the response was:

- "Out-of-the-Box" – Functionality available through base product, Configuration allows the Solution to offer or not offer this feature or module or an implementation according to more discreet business rules.

Line	Requirement No.	Description of Effort	Cost
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19		**TOTAL** (Bring Total to Line 6 Appendix D.2, Table A)	

Appendix D.2 (1A) – Services For the Full Implementation

Table C – New Development

Provide details for each requirement in Appendix where the response was:

- "New Development" – Functionality available through an optional/add-on component/third-party/module of the base product, Configuration may also be required.

Line	Requirement No.	Description of Effort	Cost
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19		**TOTAL** (Bring Total to Line 7 Appendix D.2, Table A)	

Appendix D.3 (1A) – Software Licenses Form

Table A - License Cost for Full Implementation in 2014

Line	Description	Quantity Required	Unit Cost	Extended Cost
1				
2				
3				
4				
5				
6				
7				
8	**TOTAL** (bring Total to Appendix D.3 Table B Line 1)			

Table B - Summary of License Costs

Line	Description	Total Cost
1	**Table A License Cost for Full Implementation in 2014**	
2	**TOTAL** **Appendix D.3 – Software Licenses Form** (bring Total forward to Line 2 Appendix D.1 – Summary Price Detail Form)	

Appendix D.4 (1A)

Technical Support

Table A – Standard Support

Line	Requirement No.	Description	24 Hour Technical Support for Full Implementation in 2014
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15		Sub-Total	
16		**TOTAL Customization Support and Maintenance** – Sum of all amounts on Line 15 (Bring Total to Appendix D.1 Line 3)	

Table B – Customization Support and Maintenance

Provide details for each requirement in Appendix F where the response was:

- "New Development" Functionality available through an optional/add-on component/third-party/module of the base product, Configuration may also be required.

Line	Requirement No.	Description	Support and Maintenance Cost for Full Implementation in 2014
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11		Sub-Total	
12		**TOTAL Customization Support and Maintenance** – Sum of all amounts on Line 11 (Include Total in Appendix D.1 Line 5)	

Appendix D.5 (1A)

Table A – Training

Line	Training Course[1]	Duration (days)	Number of Students	Cost per Student	Extended Cost
1	"Election Official" Training		30		
2	System Administrator Training		5		
3	Technical Training		10		
4	Additional Costs[2]				
5	One hundred (100) hours of post-training support (Specify Hourly Rate):				
6	**TOTAL COST OF TRAINING** (Bring Total forward to Appendix D.1 Line 4)				

[1] Proponents should add lines if multiple courses are required for the types of training listed on Lines 1 to 3.

[2] Proponents should separately itemize any additional costs associated with delivering the required training per Requirement located in Appendix F – Non-Functional Requirements Compliance Table.

Appendix D.6 (1A)

Table A – Post-Implementation Custom Enhancement Hourly Rate Form

Line	Description	Hourly Rate 8-40 Hours	Hourly Rate 41-120 Hours	Hourly Rate 121-240 Hours
1	Data conversion assistance	$_____/hr	$_____/hr	$_____/hr
2	Custom (Solution) development	$_____/hr	$_____/hr	$_____/hr
3	Custom report writing	$_____/hr	$_____/hr	$_____/hr
4	Database administration Data manipulation Database Scripting	$_____/hr	$_____/hr	$_____/hr

Appendix D.1 (1B) – Summary Price Detail Form

Line	Item	Price
1	Service for Full Implementation (Line 11 from Appendix D.2, Table A)[1]	
2	Software licenses for Full Implementation (Line 2 from Appendix D.3 Table B)	
3	Software support and maintenance (Line 16 from Appendix D.4, Table A)	
4	Training (Line 6, Appendix D.5, Table A)	
5	Other costs (Identify and provide a breakdown with unit prices separately)	
6	Discount: State _____%	
7	Sub-Total (Sum of lines 1-5 minus line 6)	
8	TOTAL PROPOSED PRICE (Sum of lines 7 and 8)	
Line	**Item**	**Price**
9	Total of additional and/or optional Services. Do not include this figure in the total on line 8. Identify and provide a breakdown with unit prices separately.	

[1] Line number references in Appendix D refer to the numbering shown on the blank forms, as represented in this RFP. If necessary, Proponents may need to add lines to some of the forms in order to fully represent all the required costs, Services or efforts inherent in providing the Solution. In such cases, the line numbering for the final line (typically the total) may change from what is referenced here.

PROPONENTS MUST COMPLETE AND SUBMIT THIS FORM WITH THEIR PROPOSALS OR THE PROPOSAL WILL BE DECLARED INFORMAL AND RECEIVE NO FURTHER CONSIDERATION.

For instructions on completing this form, see section 5.3, subsection 7.

Appendix D.2 (1B) – Services for the Full Implementation

Table A – Project Team Task and Time Form

Line	Vendor Activity	Team Members (by role) & Expected Effort (in hours) per Activity							Total
1									
2									
3									
4									
5									
6	Configuration (Provide details in Appendix D.2, Table B)								
7	New Development (Provide details in Appendix D.2, Table C)								
8	Total Hours per Team Member (Sum of Lines 1 to 7 for each team member)								
9	Team Member Hourly Rate								
10	Total per Team Member								
11	**Total – Services for Full Implementation** (Sum of all amounts on line 10)								

Note: Please bring Total – Services for Full Implementation line 11 forward to Appendix D.1 Line 1

Appendix D.2 (1B) – Services For the Full Implementation

Table B – Configuration

Provide details for each requirement in Appendix F where the response was:

- "Out-of-the-Box" – Functionality available through base product, Configuration allows the Solution to offer or not offer this feature or module or an implementation according to more discreet business rules.

Line	Requirement No.	Description of Effort	Cost
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19		**TOTAL** (Bring Total to Line 6 Appendix D.2, Table A)	

Appendix D.2 (1B) – Services For the Full Implementation

Table C – New Development

Provide details for each requirement in Appendix where the response was:

- "New Development" – Functionality available through an optional/add-on component/third-party/module of the base product, Configuration may also be required.

Line	Requirement No.	Description of Effort	Cost
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19		**TOTAL** (Bring Total to Line 7 Appendix D.2, Table A)	

Appendix D.3 (1B) – Software Licenses Form

Table A - License Cost for Full Implementation in 2014

Line	Description	Quantity Required	Unit Cost	Extended Cost
1				
2				
3				
4				
5				
6				
7				
8	**TOTAL** (bring Total to Appendix D.3 Table B Line 1)			

Table B - Summary of License Costs

Line	Description	Total Cost
1	**Table A License Cost for Full Implementation in 2014**	
2	**TOTAL** **Appendix D.3 – Software Licenses Form** (bring Total forward to Line 2 Appendix D.1 – Summary Price Detail Form)	

Appendix D.4 (1B)

Technical Support

Table A – Standard Support

Line	Requirement No.	Description	24 Hour Technical Support for Full Implementation in 2014
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15		Sub-Total	
16	**TOTAL Customization Support and Maintenance** – Sum of all amounts on Line 15 (Bring Total to Appendix D.1 Line 3)		

Table B – Customization Support and Maintenance

Provide details for each requirement in Appendix F where the response was:

- "New Development" Functionality available through an optional/add-on component/third-party/module of the base product, Configuration may also be required.

Line	Requirement No.	Description	Support and Maintenance Cost for Full Implementation in 2014
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11		Sub-Total	
12	**TOTAL Customization Support and Maintenance** – Sum of all amounts on Line 11 (Include Total in Appendix D.1 Line 5)		

Appendix D.5 (1B)

Table A – Training

Line	Training Course[1]	Duration (days)	Number of Students	Cost per Student	Extended Cost
1	"Election Official" Training		30		
2	System Administrator Training		5		
3	Technical Training		10		
4	Additional Costs[2]				
5	One hundred (100) hours of post-training support (Specify Hourly Rate):				
6	**TOTAL COST OF TRAINING** (Bring Total forward to Appendix D.1 Line 4)				

[1] Proponents should add lines if multiple courses are required for the types of training listed on Lines 1 to 3.

[2] Proponents should separately itemize any additional costs associated with delivering the required training per Requirement located in Appendix F – Non-Functional Requirements Compliance Table.

Appendix D.6 (1B)

Table A – Post-Implementation Custom Enhancement Hourly Rate Form

Line	Description	Hourly Rate 8-40 Hours	Hourly Rate 41-120 Hours	Hourly Rate 121-240 Hours
1	Data conversion assistance	$_____/hr	$_____/hr	$_____/hr
2	Custom (Solution) development	$_____/hr	$_____/hr	$_____/hr
3	Custom report writing	$_____/hr	$_____/hr	$_____/hr

4	Database administration
	
	    Data manipulation
	
	    Database
	
	    Scripting
		$_____/hr	$_____/hr	$_____/hr

Appendix D.1 (2A) – Summary Price Detail Form

Line	Item	Price
1	Service for Full Implementation (Line 11 from Appendix D.2, Table A)[1]	
2	Software licenses for Full Implementation (Line 2 from Appendix D.3 Table B)	
3	Software support and maintenance (Line 16 from Appendix D.4, Table A)	
4	Training (Line 6, Appendix D.5, Table A)	
5	Other costs (Identify and provide a breakdown with unit prices separately)	
6	Discount: State _____%	
7	Sub-Total (Sum of lines 1-5 minus line 6)	
8	TOTAL PROPOSED PRICE (Sum of lines 7 and 8)	
Line	**Item**	**Price**
9	Total of additional and/or optional Services. Do not include this figure in the total on line 8. Identify and provide a breakdown with unit prices separately.	

[1] Line number references in Appendix D refer to the numbering shown on the blank forms, as represented in this RFP. If necessary, Proponents may need to add lines to some of the forms in order to fully represent all the required costs, Services or efforts inherent in providing the Solution. In such cases, the line numbering for the final line (typically the total) may change from what is referenced here.

PROPONENTS MUST COMPLETE AND SUBMIT THIS FORM WITH THEIR PROPOSALS OR THE PROPOSAL WILL BE DECLARED INFORMAL AND RECEIVE NO FURTHER CONSIDERATION.

For instructions on completing this form, see section 5.3, subsection 7.

Appendix D.2 (2A) – Services for the Full Implementation

Table A – Project Team Task and Time Form

Line	Vendor Activity	Team Members (by role) & Expected Effort (in hours) per Activity							Total
1									
2									
3									
4									
5									
6	Configuration (Provide details in Appendix D.2, Table B)								
7	New Development (Provide details in Appendix D.2, Table C)								
8	Total Hours per Team Member (Sum of Lines 1 to 7 for each team member)								
9	Team Member Hourly Rate								
10	Total per Team Member								
11	Total – Services for Full Implementation (Sum of all amounts on line 10)								

Note: Please bring Total – Services for Full Implementation line 11 forward to Appendix D.1 Line 1

Appendix D.2 (2A) – Services For the Full Implementation

Table B – Configuration

Provide details for each requirement in Appendix F where the response was:

- "Out-of-the-Box" – Functionality available through base product, Configuration allows the Solution to offer or not offer this feature or module or an implementation according to more discreet business rules.

Line	Requirement No.	Description of Effort	Cost
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19		**TOTAL** (Bring Total to Line 6 Appendix D.2, Table A)	

Appendix D.2 (2A) – Services For the Full Implementation

Table C – New Development

Provide details for each requirement in Appendix where the response was:

- "New Development" – Functionality available through an optional/add-on component/third-party/module of the base product, Configuration may also be required.

Line	Requirement No.	Description of Effort	Cost
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19		**TOTAL** (Bring Total to Line 7 Appendix D.2, Table A)	

Appendix D.3 (2A) – Software Licenses Form

Table A - License Cost for Full Implementation in 2014

Line	Description	Quantity Required	Unit Cost	Extended Cost
1				
2				
3				
4				
5				
6				
7				
8	**TOTAL** (bring Total to Appendix D.3 Table B Line 1)			

Table B - Summary of License Costs

Line	Description	Total Cost
1	**Table A License Cost for Full Implementation in 2014**	
2	**TOTAL** **Appendix D.3 – Software Licenses Form** (bring Total forward to Line 2 Appendix D.1 – Summary Price Detail Form)	

Appendix D.4 (2A)

Technical Support

Table A – Standard Support

Line	Requirement No.	Description	24 Hour Technical Support for Full Implementation in 2014
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15		Sub-Total	
16		**TOTAL Customization Support and Maintenance** – Sum of all amounts on Line 15 (Bring Total to Appendix D.1 Line 3)	

Table B – Customization Support and Maintenance

Provide details for each requirement in Appendix F where the response was:

- "New Development" Functionality available through an optional/add-on component/third-party/module of the base product, Configuration may also be required.

Line	Requirement No.	Description	Support and Maintenance Cost for Full Implementation in 2014
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11		Sub-Total	
12		**TOTAL Customization Support and Maintenance** – Sum of all amounts on Line 11 (Include Total in Appendix D.1 Line 5)	

Appendix D.5 (2A)

Table A – Training

Line	Training Course[1]	Duration (days)	Number of Students	Cost per Student	Extended Cost
1	"Election Official" Training		30		
2	System Administrator Training		5		
3	Technical Training		10		
4	Additional Costs[2]				
5	One hundred (100) hours of post-training support (Specify Hourly Rate):				
6	**TOTAL COST OF TRAINING** (Bring Total forward to Appendix D.1 Line 4)				

[1] Proponents should add lines if multiple courses are required for the types of training listed on Lines 1 to 3.

[2] Proponents should separately itemize any additional costs associated with delivering the required training per Requirement located in Appendix F – Non-Functional Requirements Compliance Table.

Appendix D.6 (2A)

Table A – Post-Implementation Custom Enhancement Hourly Rate Form

Line	Description	Hourly Rate 8-40 Hours	Hourly Rate 41-120 Hours	Hourly Rate 121-240 Hours
1	Data conversion assistance	$_____/hr	$_____/hr	$_____/hr
2	Custom (Solution) development	$_____/hr	$_____/hr	$_____/hr
3	Custom report writing	$_____/hr	$_____/hr	$_____/hr
4	Database administration 　　Data manipulation 　　Database 　　Scripting	$_____/hr	$_____/hr	$_____/hr

Appendix D.1 (2B) – Summary Price Detail Form

Line	Item	Price
1	Service for Full Implementation (Line 11 from Appendix D.2, Table A)[1]	
2	Software licenses for Full Implementation (Line 2 from Appendix D.3 Table B)	
3	Software support and maintenance (Line 16 from Appendix D.4, Table A)	
4	Training (Line 6, Appendix D.5, Table A)	
5	Other costs (Identify and provide a breakdown with unit prices separately)	
6	Discount: State _____%	
7	Sub-Total (Sum of lines 1-5 minus line 6)	
8	TOTAL PROPOSED PRICE (Sum of lines 7 and 8)	
Line	Item	Price
9	Total of additional and/or optional Services. Do not include this figure in the total on line 8. Identify and provide a breakdown with unit prices separately.	

[1] Line number references in Appendix D refer to the numbering shown on the blank forms, as represented in this RFP. If necessary, Proponents may need to add lines to some of the forms in order to fully represent all the required costs, Services or efforts inherent in providing the Solution. In such cases, the line numbering for the final line (typically the total) may change from what is referenced here.

PROPONENTS MUST COMPLETE AND SUBMIT THIS FORM WITH THEIR PROPOSALS OR THE PROPOSAL WILL BE DECLARED INFORMAL AND RECEIVE NO FURTHER CONSIDERATION.

For instructions on completing this form, see section 5.3, subsection 7.

Appendix D.2 (2B) – Services for the Full Implementation

Table A – Project Team Task and Time Form

Line	Vendor Activity	Team Members (by role) & Expected Effort (in hours) per Activity							Total
1									
2									
3									
4									
5									
6	Configuration (Provide details in Appendix D.2, Table B)								
7	New Development (Provide details in Appendix D.2, Table C)								
8	Total Hours per Team Member (Sum of Lines 1 to 7 for each team member)								
9	Team Member Hourly Rate								
10	Total per Team Member								
11	**Total – Services for Full Implementation** (Sum of all amounts on line 10)								

Note: Please bring Total – Services for Full Implementation line 11 forward to Appendix D.1 Line 1

Appendix D.2 (2B) – Services For the Full Implementation

Table B – Configuration

Provide details for each requirement in Appendix F where the response was:

- "Out-of-the-Box" – Functionality available through base product, Configuration allows the Solution to offer or not offer this feature or module or an implementation according to more discreet business rules.

Line	Requirement No.	Description of Effort	Cost
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19		**TOTAL** (Bring Total to Line 6 Appendix D.2, Table A)	

Appendix D.2 (2B) – Services For the Full Implementation

Table C – New Development

Provide details for each requirement in Appendix where the response was:

- "New Development" – Functionality available through an optional/add-on component/third-party/module of the base product, Configuration may also be required.

Line	Requirement No.	Description of Effort	Cost
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19		**TOTAL** (Bring Total to Line 7 Appendix D.2, Table A)	

Appendix D.3 (2B) – Software Licenses Form

Table A - License Cost for Full Implementation in 2014

Line	Description	Quantity Required	Unit Cost	Extended Cost
1				
2				
3				
4				
5				
6				
7				
8	**TOTAL** (bring Total to Appendix D.3 Table B Line 1)			

Table B - Summary of License Costs

Line	Description	Total Cost
1	**Table A License Cost for Full Implementation in 2014**	
2	**TOTAL** **Appendix D.3 – Software Licenses Form** (bring Total forward to Line 2 Appendix D.1 – Summary Price Detail Form)	

Appendix D.4 (2B)

Technical Support

Table A – Standard Support

Line	Requirement No.	Description	24 Hour Technical Support for Full Implementation in 2014
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15		Sub-Total	
16		**TOTAL Customization Support and Maintenance** – Sum of all amounts on Line 15 (Bring Total to Appendix D.1 Line 3)	

Table B – Customization Support and Maintenance

Provide details for each requirement in Appendix F where the response was:

- "New Development" Functionality available through an optional/add-on component/third-party/module of the base product, Configuration may also be required.

Line	Requirement No.	Description	Support and Maintenance Cost for Full Implementation in 2014
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11		Sub-Total	
12		**TOTAL Customization Support and Maintenance** – Sum of all amounts on Line 11 (Include Total in Appendix D.1 Line 5)	

Appendix D.5 (2B)

Table A – Training

Line	Training Course[1]	Duration (days)	Number of Students	Cost per Student	Extended Cost
1	"Election Official" Training		30		
2	System Administrator Training		5		
3	Technical Training		10		
4	Additional Costs[2]				
5	One hundred (100) hours of post-training support (Specify Hourly Rate):				
6	**TOTAL COST OF TRAINING** (Bring Total forward to Appendix D.1 Line 4)				

[1] Proponents should add lines if multiple courses are required for the types of training listed on Lines 1 to 3.

[2] Proponents should separately itemize any additional costs associated with delivering the required training per Requirement located in Appendix F – Non-Functional Requirements Compliance Table.

Appendix D.6 (2B)

Table A – Post-Implementation Custom Enhancement Hourly Rate Form

Line	Description	Hourly Rate 8-40 Hours	Hourly Rate 41-120 Hours	Hourly Rate 121-240 Hours
1	Data conversion assistance	$_____/hr	$_____/hr	$_____/hr
2	Custom (Solution) development	$_____/hr	$_____/hr	$_____/hr
3	Custom report writing	$_____/hr	$_____/hr	$_____/hr

4	Database administration
	    Data manipulation
	    Database
	    Scripting
		$_____/hr	$_____/hr	$_____/hr

APPENDIX E.1

Proposal Evaluation Tables

Table A – Detailed Evaluation Table:

Area of Evaluation	Available Points
***STAGE 1** – Initial Evaluation: Mandatory Requirements*	
Compliance with Mandatory Submission Requirements	PASS/FAIL
Compliance with Mandatory Requirements (Appendix F1)	PASS/FAIL
***STAGE 2A** – Detailed Evaluation[1]*	
Section 1 – Executive Summary, Section 2 – Proponent Profile, Section 3 – Experience and Qualifications	5.0
Section 4 – Proposed Staff and Resources and Section 6 – Work plan and Deliverables	5.0
Section 5 – Proposed Solution: Functional Requirements[2]	30.0
Section 5 – Proposed Solution: Non-Functional and Technical Requirements	20.0
***STAGE 2B** – Demonstration and Presentations[3]*	
Demonstration of Mandatory, Functional and Technical Requirements	10.0
Presentation for the Executive Selection Committee	5.0
***STAGE 3** – Cost*	
Formula for calculating Stage 3 Cost Criterion Score: • The lowest cost from each D.1 (1A) and D.1 (1B) Costing Scenarios receive thirty-five (35) points; • The remaining Proposals from each D.1 (1A) and D.1 (1B) Costing Scenarios are assigned points based on the formula: $$\frac{\text{Lowest Priced Proposal D.1 Cost}}{\text{Proponent's Proposal D.1 Cost}} \times 35$$ • The lowest cost from each D.1 (2A) and D.1 (2B) Costing Scenarios receive fifteen (15) points; • The remaining Proposals from each D.1 (2A) and D.1 (2B) Costing Scenarios are assigned points based on the formula: $$\frac{\text{Lowest Priced Proposal D.1 Cost}}{\text{Proponent's Proposal D.1 Cost}} \times 15$$ • Each Proposal's scores for the four (4) D.1 Costing Scenarios is totaled, with a maximum possible score of one hundred (100); • The Proponent with the highest Combined Score will be awarded the maximum of twenty-five (25) points; • The Combined Score for each remaining Proposal is multiplied by twenty-five percent (25%) for that Proposal's overall Cost Criterion Score.	25.0

See Subsection 7A – Core Pricing for more information.	

TOTAL SCORE	*100.0*

[1] Proponents **must** achieve a score of "PASS" on all elements of Stage 1 to qualify for Stage 2A.

[2] Proponents **must** achieve a score of at least twenty-two-and-a-half (22.5) out of thirty (30), or sixty-five percent (65%) on Section 5 Proposed Solution: Functional Requirements to qualify for Stage 2B.

[3] Proponents **must** achieve a score of at least thirty-nine (39) out of sixty (60), or sixty-five percent (65%) on Stage 2A (overall) to qualify for Stage 2B.

If fewer than two (2) Proponents achieve a score of thirty-nine (39) out of sixty (60), or sixty-five percent (65%) on Stage 2A (overall), then the City may, at its sole discretion, create a short-list comprised of up to three (3) high-scoring eligible Proponents, who still achieved scores of at least nineteen-and-a-half (19.5) out of thirty (30), or sixty-five percent (65%) on Section 5 Proposed Solution: Functional Requirements.

APPENDIX E.2

Proposal Submission Checklist

The following table may be used by Proponents as a checklist of requested documentation for submission. The checklist is for the Proponents use only and is not required to be submitted.

RFP Section 5.3: Main Proposal Document		✓
	Letter of Introduction	
	Table of Contents	
Subsection 1	Executive Summary	
Subsection 2	Proponent Profile	
Subsection 3	Experience and Qualifications of the Proponent	
Subsection 4	Proposed Staff Team and Resources	
Subsection 5	Proposed Solution	
Subsection 6	Work Plan and Deliverables	
Subsection 7	Cost of Services, Refer to Appendix D	
Subsection 8	Cost Control	
RFP Appendix C: Standard Submission forms		✓
Form 1	Proposal Submission Form - Mandatory	
Form 2	Policy to Exclude Bids from External Parties involved in the Preparation or Development of a Specific Call/Request - Mandatory	
Form 3	Restrictions on the Hiring and use of Former City of Toronto Management Employees for City Contracts– If Applicable	
Form 4	Environmentally Responsible Procurement Statement – If Applicable	
Form 6	Declaration of Compliance with Anti-Harassment/Discrimination Legislation and City Policy – Mandatory	
Form 7	City of Toronto Accessible Customer Service Training Requirements: Contractors, Consultants and other Service Providers – Mandatory	
RFP Appendix D: Supplementary Submission forms		✓
Price Detail Forms: Refer to RFP Section 5.3, Subsection 7		
Costing Scenario 1A		
D.1 (1A)	Summary Price Detail Form	
D.2 (1A)	Services for the Full Implementation	
D.3 (1A)	Software Licenses Form	
D.4 (1A)	Support and Maintenance	
D.5 (1A)	Training	
D.6 (1A)	Post-Implementation Custom Enhancement Hourly Rate Form	

RFP Appendix D: Supplementary Submission forms, continued		✓
Costing Scenario 1B		
D.1 (1B)	Summary Price Detail Form	
D.2 (1B)	Services for the Full Implementation	
D.3 (1B)	Software Licenses Form	
D.4 (1B)	Support and Maintenance	
D.5 (1B)	Training	
D.6 (1B)	Post-Implementation Custom Enhancement Hourly Rate Form	
Costing Scenario 2A		
D.1 (2A)	Summary Price Detail Form	
D.2 (2A)	Services for the Full Implementation	
D.3 (2A)	Software Licenses Form	
D.4 (2A)	Support and Maintenance	
D.5 (2A)	Training	
D.6 (2A)	Post-Implementation Custom Enhancement Hourly Rate Form	
Costing Scenario 2B		
D.1 (2B)	Summary Price Detail Form	
D.2 (2B)	Services for the Full Implementation	
D.3 (2B)	Software Licenses Form	
D.4 (2B)	Support and Maintenance	
D.5 (2B)	Training	
D.6 (2B)	Post-Implementation Custom Enhancement Hourly Rate Form	
Appendix F: Requirements		✓
F.1	Mandatory Requirements Table	
F.2	Functional, Technical, and Non-Functional Requirements Tables	

APPENDIX F.1

Table A – Stage 1 – Initial Evaluation: Mandatory Submission Requirements

Requirement No.	Requirement Text	Response (Pass/Fail)
1	Proponent must submit its Proposal in accordance with Section 5.2 including the mandatory forms (Appendix C – Standard Submission Forms);	
3	Proponent must provide acknowledgement that they have the right to represent, sell, license, deliver, install, train in the use of, service, maintain and support the Solution;	
4	Proponent must provide acknowledgement that they have read, understood and comply with the requirements of the RFP including Appendix A – RFP Terms and Conditions and Appendix B – Agreement Terms and Conditions, as detailed in Appendix C, Form 1;	
5	Proponent must agree to provide audited financial statements for the past two (2) years for public companies, or a letter from a financial institution confirming the Proponent's financial viability and solvency as a going concern for private companies as described in Section 5.3 Subsection 2 (2);	
6	Proponent must submit Appendix F.1 – Mandatory Requirements Table;	
7	Proponent must submit a pricing proposal as detailed in Subsection 7 of Section 5.3 and Appendix D.	

APPENDIX F.1

Stage 2A – Mandatory Functional Requirements

Req. No.	Description	Response	Comments
		(Y/N)	
1.0	**MANDATORY REQUIREMENTS**		
1.1	The Solution must be accessible to Persons with Disabilities including voters, Public External Auditors, Election Officials and City staff. In the case of websites and web content, all such content must conform to the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA as required by the AODA Information and Communication Standards. For more information about the City's accessibility requirements, see: http://www.toronto.ca/elections/accessibility For more information on the AODA Information and Communication Standards, see: http://www.mcss.gov.on.ca/en/mcss/programs/accessibility/info_comm/index.aspx		
1.2	The Proponent must indicate their support for the City to conduct an Independent Review of the Operation of the Solution. The City intends to engage a Public External Auditor to perform an independent review of the operation of the Solution before, during and after the conclusion of the election.		
1.3	The Solution must be usable with common Assistive Technology software such as screen readers (e.g. JAWS, NVDA, VoiceOver), screen magnification software (e.g. ZoomText), voice dictation software (e.g. Dragon NaturallySpeaking) and on-screen keyboards. Describe how the Solution supports such assistive software tools.		

Req. No.	Description	Response	Comments
		(Y/N)	
1.4	The Solution must be usable with common Assistive Technology hardware devices such as alternative keyboards, joysticks, touch screens, etc. Describe how the Solution supports such assistive hardware devices.		
1.5	The Proponent must ensure all course and training material associated with the Deliverables meet accessibility requirements as outlined in the Ontario Human Rights Code. In the case of training websites and web content, all such content must conform to the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA. Note: Any instructional video material must include a soundtrack which explains any relevant visual details, captions, and an ASL version.		
1.6	Proponents, associates and subcontractors must be able to demonstrate an understanding of accessibility and accommodation requirements for Persons with Disabilities in the delivery of their Solution and services, including: (a) How people with various disabilities will access the Solution; (b) Web accessibility requirements and techniques; (c) Techniques for making videos accessible; and, (d) Techniques for making Voter Contact Centre accessible.		
1.7	The Solution must be web-enabled and support the geographically diverse voter, daylight savings and time zones when scheduling, logging and reporting on activity. The Solution must be able to accommodate 24/7 access during the specified Internet Voting Period.		

Req. No.	Description	Response	Comments
		(Y/N)	
1.8	The Solution must allow voters to log into the system prior to the start of the Internet Voting Period without permitting those voters to cast a ballot (for example, to test their PIN) until the Internet Voting Period begins. Describe how this will be accomplished.		
1.9	The Solution must provide a demonstration website, which shall be made available at time of submission of the Proposal, with the following characteristics: (a) Sufficient data capacity for data for ten thousand (10,000) voters; (b) Pre-populated with fictitious voter data; (c) An election consisting of one ballot type (based on the Sample found in Appendix K); (d) Three (3) offices (Mayor, Councillor, School Trustee), each with a minimum of ten (10) candidates; (e) One (1) referendum question with a Yes/No answer; (f) The URL to access the website; (g) Fifteen (15) IDs and passwords to access the website as a "voter;" and, (h) Fifteen (15) IDs and passwords to access the website as an "Election Official."		
1.10	The Solution must support both Official Languages of Canada (English and French), including the display of French characters (i.e., accents).		
1.11	The Solution must allow a voter to customize all text or audio content within the Solution, at any point, to either French or English, including in respect to how it will conform to the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA.		

Req. No.	Description	Response	Comments
		(Y/N)	
1.12	The Solution must not require any client-side software other than the Internet browser. Describe how this will be accomplished.		
1.13	The Solution is to provide support personnel in a Voter Contact Centre hosted within Canada. Describe the support model, including any TTY, live-chat or email support functions. Note: The City reserves the right to visit or inspect the Proponent's facilities identified in their Proposal during and after the evaluation process using either City staff or a Public External Auditor.		
1.14	The Solution is to have all production and redundant server hardware located (including server hardware for technical support) in Canada?		
1.15	The Solution must ensure that any City voting data (including data stored in primary and back-up data centres) is stored in Canada and is protected and secured from any unauthorized access. Describe how this is accomplished.		
1.16	The Proponent must agree to not conduct data mining on the user data, unless it is necessary for services required by the City.		
1.17	For the provisioning of the Solution, data must only be accessed from within Canada.		
1.18	The Proponent must agree that, upon confirmation from the City Clerk after the legislated records retention period of 120 days, all traces of electoral data captured within the Solution, or in the Proponent's possession, including backups and summary data, will be returned to the City or destroyed.		

Req. No.	Description	Response	Comments
		(Y/N)	
1.19	To ensure the integrity of the Solution's data and voter privacy, the Solution must control access using a VPN or 2-Factor Authentication. Describe how this will be accomplished.		
1.20	The Proponent must indicate their support for the City to conduct a Privacy Impact Assessment (PIA), Threat Risk Assessment (TRA) and Vulnerability Assessment (VA), of the Solution to identify privacy and security risks. The Proponent should identify any limitations to the support of this requirement and should specify the reasons for such limitation.		

Appendix F.2

Functional, Technical, and Non-Functional Requirements Compliance Tables

(1) This Appendix contains the Functional, Technical, and Non-Functional Requirements for the Internet Voting Solution. Proponents should respond to the requirements section below by selecting the most appropriate description of your Solution's ability to meet the City's requirement. Your Solution may meet the requirement by being Out-of-the-Box configurable, Configuration required or New Development required.

(2) Only one of the three choices must be made for each requirement (Out-of-the-Box, Configuration Required or New Development Required). If none of the choices are indicated with a value of "Y – Yes", then the requirement will be graded with a score of zero.

(3) In some cases, there may be "shades of grey" inherent in a response, such as "most of what is being asked for is Out-of-the-Box, but one small aspect would have to be customized." In such situations, Proponents are encouraged to take advantage of the "Comments" section on the compliance tables, so that the City of Toronto can properly understand the extent to which their Solution actually matches their chosen response code.

(4) Please note that the "Comments" section to the far right of each requirement is provided to allow Proponents space to provide detailed information on how their Solution satisfies the City's requirements. Proponents are requested to use the space to provide a reference to the body of their Proposal where the details and additional comments may be found, or it may be filled in directly.

(5) Please note that the contents provided under the "Comments" section will be evaluated and scored accordingly. The City is looking for clear and concise comments with reference(s) to the Proponent's response content. Any response with minimal, incomplete or inaccurate comments will receive a low score.

(6) The Functional, Technical and Non-Functional Requirements are largely based on the business processes. Understanding these processes will provide Proponents with insight into the processes and functions that the Solution is intended to manage.

Appendix F.2

Functional, Technical, and Non-Functional Requirements Compliance Tables

Req. No.	Description	Out-of-the-Box	Configuration Required	New Development Required	Comments
		(Y/N)	(Y/N)	(Y/N)	
2.0	**FUNCTIONAL REQUIREMENTS**				
	REGISTRATION & VOTING				
2.1	Describe how the Solution will ensure the voter receives clear and accessible instructions on the registration and voting procedure, and how the voter would complete these processes.				
2.2	Describe the Solution's voter registration process. Does the Solution offer multiple registration processes (including one- and two-step methods), as well as the flexibility and ability to incorporate registration processes that are alternative to the standard process?				
2.3	Describe how the Solution allows a user to process self-registration. Does the Solution provide a voter with the ability to add their own registration into the database as a new user? If so, is this feature "always-on" or can it be controlled to ensure data integrity? Is there a method of validation to ensure the user is not already in the database?				
2.4	Describe how the Solution gives notification to a voter that user-supplied information will be stored on servers outside the City infrastructure.				

Req. No.	Description	Out-of-the-Box (Y/N)	Configuration Required (Y/N)	New Development Required (Y/N)	Comments
2.5	The City requires that voters declare that they are a person with a disability at the initial registration step, in order to use the Internet Voting Solution. Describe how the Solution will confirm a voter has read the declaration and has sworn under oath that they are eligible to use the Solution before allowing the voter to proceed.				
2.6	Describe how the Solution manages a voter registration if a voter has already registered under the same name and the same address.				
2.7	Describe how the Solution manages a voter registration if a voter has registered under the same name and a different address.				
2.8	Describe the means by which a voter automatically receives notification for confirmations, registrations, changes, vote cast, and vote cancellations. Are these notifications customizable? Detail how a voter who does not have access to email would receive this notification.				
2.9	Describe how the Solution will communicate a voter's unique Elector ID or PIN in an accessible format of the voter's choice (i.e., postal mail, Braille, email or telephone).				
2.10	Describe how the Solution handles re-assigning a voter to a different Ward.				
2.11	Describe how the Solution handles re-assigning a voter to a different address within the same Ward.				

Req. No.	Description	Out-of -the-Box	Configuration Required	New Development Required	Comments
		(Y/N)	(Y/N)	(Y/N)	
2.12	Describe how the Solution provides support of registration or voting using multiple platforms? Describe the platforms, processes, limitations, browser compatibility and supported devices.				
2.13	Does the Solution allow voters to phone the Voter Contact Centre to register by communicating directly with an agent? This may include TTY, live-chat or email.				
2.14	Does the Solution support other languages? Describe the Solution's language service(s) and how a voter can access them.				
2.15	Describe how the Solution would manage voters who log in to the system before the Internet Voting Period begins (for example, to test their PIN). Describe the notification(s) the voter would be presented with. Can the notification(s) be customized?				
2.16	Describe how the Solution displays all candidate names for an office (Mayor, Councillor or Trustee). Describe how the Solution will ensure the voter views all candidate names for an office prior to making a selection and casting their ballot.				
2.17	Describe how the Solution prompts a voter to confirm their candidate selection prior to navigating to the next office. Does the solution offer the voter an opportunity to start the voting process over?				
2.18	Describe how the Solution notifies a voter of any under-votes or over-votes (i.e. spoiled ballots) and				

Req. No.	Description	Out-of-the-Box (Y/N)	Configuration Required (Y/N)	New Development Required (Y/N)	Comments
	allows the voter to either correct the ballot or to cast the ballot as marked, with only valid votes being counted.				
2.19	Does the Solution support a voter's ability to decline a ballot? Describe the process.				
2.20	Describe how the Solution allows a voter to submit a blank ballot.				
2.21	Describe how the Solution verifies the authenticity of a ballot and ensures it is a valid ballot.				
2.22	Describe how the Solution provides a confirmation (number or other information) to a voter to indicate that their ballot has been cast successfully or unsuccessfully.				
2.23	Describe how the Solution ensures that a voter's ballot, once cast, is counted and that the vote(s) marked on the ballot are recorded for the correct candidate(s), and that such votes are verifiable.				
2.24	Describe how the Solution ensures that a voter's ballot, once cast, cannot be viewed, tampered, or altered in any way even if a public machine (e.g. Public Library computer) is used?				
2.25	Describe how the Solution ensures no data showing a link between a voter and their selection(s) is stored, ensuring the integrity and anonymity of the vote.				
2.26	Describe how the Solution protects the privacy, anonymity and integrity of a voter's ballot throughout the				

Req. No.	Description	Out-of-the-Box (Y/N)	Configuration Required (Y/N)	New Development Required (Y/N)	Comments
	Internet Voting Process.				
2.27	Describe how the Solution would ensure that a voter can only cast one ballot, and does not allow a voter to cast multiple ballots with only the last ballot counted. Alternatively, describe how the Solution would allow the voter to cast multiple ballots, with only the last ballot counted.				
2.28	Describe how, through the use of a Centralized Electronic Voters' List (CEVL) management system, the Solution would ensure a voter cannot cast more than one ballot (using the Internet Voting Solution, and voting on-site at an Advance Vote location).				
2.29	Describe how the Solution manages a situation where a voter has been marked as voted ("struck off") incorrectly.				
2.30	Describe how the Solution only allows for one active Internet Voting session per voter.				
2.31	Describe how the voter would be notified in the failed session that the vote has been rejected due to the presence of another cast vote.				
2.32	Describe how the Solution allows votes to be cast only during the Internet Voting period, as defined by City Council Bylaw.				
2.33	Describe in detail how the Solution would manage the City's existing Voters' List for Advance Vote Scenarios 1 and 2, as stated in the Scope of Work, including adding				

Req. No.	Description	Out-of -the- Box (Y/N)	Configuration Required (Y/N)	New Development Required (Y/N)	Comments
	and modifying existing voter data. Refer to Appendix I				
	REPORTING				
2.34	Describe how the Solution provides several standard reports or a dashboard for viewing the following, at a minimum: (a) The full Voters' List; (b) The list of voters who have registered to use the Solution (including by Ward); (c) The number of votes processed; (d) A list of voters who have completed the voting process; (e) Voting traffic statistics; (f) Failed login attempts; (g) Voting session statistics, including timeouts and lost voter sessions; (h) Errors, system responsiveness; and, (i) Any other measures to indicate quality of service at all times.				
2.35	Describe how the Solution will provide the City with reports (including audit reports) that can be filtered by numerous parameters, including Ward and Advance Voting day, and daily reports during the Internet Voting Period.				
2.36	Describe the Solution's ability to identify and report on any ballots that were spoiled (over-votes and under-votes).				

Req. No.	Description	Out-of-the-Box	Configuration Required	New Development Required	Comments
		(Y/N)	(Y/N)	(Y/N)	
2.37	Describe the Solution's available report display and print formats. Does the Solution allow the export of report data to the following formats: PDF, CSV, TXT, MS Excel or Word?				
2.38	Describe if the Solution provides a built-in survey tool.				
SOLUTION SUPPORT					
2.39	Describe how the Proponent provides 24/7 support throughout the election process, including media and candidate education/demonstration(s) of technology, on-site support and telephone response(s).				
2.40	Describe how the Solution offers support (phone, online) to voters during the Registration process and the Internet Voting process in both Official Languages of Canada. Provide an outline of the support process and how it would be implemented.				
2.41	Password retrieval is a common support issue. Describe the Solution's feature for self-service to retrieve a lost password. Describe the ability for a voter who does not have access to email to retrieve a password and PIN.				
2.42	Describe the Solution's ability to use a voter's shared secret as a method of authenticating the voter's identity, in the event a voter needs to retrieve a lost PIN.				
2.43	Describe the Solution's technical support call centre strategy and				

Req. No.	Description	Out-of-the-Box	Configuration Required	New Development Required	Comments
		(Y/N)	**(Y/N)**	**(Y/N)**	
	escalation process.				
2.44	Describe how the Solution provides online help, and online help in other languages. Refer to "How to Vote" at: www.toronto.ca/elections/voters				
	VOTER CONTACT CENTRE				
2.45	Detail the areas of support the Solution will offer to voters, and the way it will address issues, including but not limited to: (a) Changing school support, to ensure the voter views the appropriate ballot; (b) Modifying a voter's address, if the voter has moved since the previous election; (c) Adding a voter to the voters' list; and, (d) Retrieving voter PINs.				
2.46	Describe how the Solution would provide Voter Contact Centre support in other languages.				
2.47	Describe how the Solution would ensure the Voter Contact Centre has the capability to respond to the call volumes and with respect to availability and response times detailed in Appendix J.				
2.48	Describe how the Solution logs incoming and outgoing communications and/or correspondence with voters.				

Req. No.	Description	Out-of-the-Box (Y/N)	Configuration Required (Y/N)	New Development Required (Y/N)	Comments
2.49	Describe the Solution's ability to provide statistics on call volumes, types of calls received, etc.				
2.50	Describe the Solution's Customer Support policy. Include information about response times, escalation policies, and hours of operation. Include a sample Service Level Agreement for review.				
	VOTERS' LIST MANAGEMENT				
2.51	Describe any hardware and software requirements for the implementation of a CEVL management system.				
2.52	Describe the Solution's options for allowing Election workers to access the voter's list electronically and in real-time, including different levels of user access at the same location and user access restricted by ward.				
2.53	Describe the Solution's capability to produce files in a format (e.g., PDF, Microsoft Word) that can be used by a print and mail facility for Elector ID and PIN production and distribution.				
2.54	Describe the Solution's validation process to ensure that all voter information has been deleted from the system providing the print and mail service.				
2.55	Describe how the Solution will ensure the voter is presented with the correct ballot based on their Ward and school support.				

Req. No.	Description	Out-of-the-Box (Y/N)	Configuration Required (Y/N)	New Development Required (Y/N)	Comments
2.56	Describe the Solution's capability to add a voter to the voters' list and issue the voter a valid EID and PIN, in addition to the Solution's ability to ensure: (a) The ability to audit the process of generating EIDs and PINs; and, (b) Safeguards are present in the generation of EIDs and PINs to ensure randomness and prevent scripted attacks.				
2.57	Describe the Solution's ability to meet any legislative requirements for adding or editing a voter record and creating any forms required.				
2.58	Describe the Solution's export capabilities and its ability to provide the City with an updated voters' list upon request.				
2.59	Describe the Solution's process for handling voter "strike-offs" (i.e. marking a voter as voted).				
2.60	Describe the Solution's ability to provide Candidates with access to the list of voters who have voted using the Solution at the end of each day during the Internet Voting Period. This may be a report or a separate system/application/module.				
2.61	Describe the Solution's compatibility with other input devices, including barcode scanners (for scanning the barcodes found on Voter Information Cards at the on-site Advance Vote).				
2.62	Describe the Solution's method of				

Req. No.	Description	Out-of-the-Box	Configuration Required	New Development Required	Comments
		(Y/N)	(Y/N)	(Y/N)	
	handling the balancing process: ensuring the number of voters marked voted matches the number of votes cast plus declined and any blank ballots.				
2.63	Describe the Solution's functionality in maintaining Ward and Subdivision boundaries, including a street index, that allows for the splitting and merging of voting subdivisions.				
	ACCESSIBILITY & USABILITY REQUIREMENTS				
2.64	Describe the Solution's ability to provide accessible experiences to voters with a variety of disabilities.				
2.65	Detail what other languages are supported by the Solution's audio component.				
2.66	Describe how the Solution will allow voters to change the language used by the Solution when they access the application.				
2.67	It is important for all roles/users of the system to understand the implications of actions they take within the Solution. Describe the ability for the Solution to provide confirmation for actions which cannot be undone, including conformity to WCAG2 SC 3.3.4 Error Prevention (Legal, Financial, Data). For more information on WCAG2 SC 3.3.4 Error Prevention, see: http://www.w3.org/TR/WCAG20/#minimize-error-reversible.				
2.68	Describe the Solution's ability to provide an "Activity Indicator,"				

Req. No.	Description	Out-of-the-Box	Configuration Required	New Development Required	Comments
		(Y/N)	**(Y/N)**	**(Y/N)**	
	notifying the voter that their action is being processed. Detail how it will be tested, supported and maintained throughout the duration of the application use.				
2.69	From a usability perspective it is important for the City to offer voters a consistent experience. Describe the Solution's ability to provide an expected response to a sequence of actions by the user, use identical terminology and abbreviations throughout, and that any prompts, messages or directives from the Solution should always appear in the same place.				
2.70	Describe how the Solution adheres to Responsive Web Design Principles.				
2.71	Describe the design of the graphical user interface (GUI) and navigation. Ensure you cover all aspects of buttons or menus and address the different means of accessing those items, for example: key combinations, function keys, voice command, mouse.				
2.72	Describe how the Solution supports screen resolutions of 800 x 600 or higher, without the need to scroll horizontally. Provide the range of supported screen resolutions, and describe any limitations.				
2.73	List the browsers the Solution is certified to operate in. Are there any components that are not browser based? Describe if so.				
2.74	Describe how the Solution is compliant with HTML4 Browsers.				

Req. No.	Description	Out-of-the-Box (Y/N)	Configuration Required (Y/N)	New Development Required (Y/N)	Comments
2.75	Describe the ways in which the Solution will help voters logically and intuitively navigate the order of links and forms, find content, determine where they are on the page, and how all Solution functionality will be made available using one (assistive) device.				
2.76	Describe how the Solution handles browser navigation. Can the Solution disable buttons to ensure that the navigation between offices is easy and that the voter cannot get lost during the voting process? The use of "previous" and "next" buttons built into the voting pages is encouraged to allow a voter to navigate back and forth within the ballot and allow for changes to any candidate selections.				
2.77	Describe how the Solution is structured according to the logical information flow on a page so information is presented in the same order for users with assistive devices as for users without assistive devices.				
2.78	Where it may serve to improve a form or a voter's understanding of the task, describe how checkboxes, radio buttons and drop down lists can be used instead of open input fields.				
2.79	Describe the Solution's Help tools and error messages/warnings. For example, is the input field visible within one screen, and does the information appear automatically on the same line as the question it relates to?				

Req. No.	Description	Out-of -the-Box	Configuration Required	New Development Required	Comments
		(Y/N)	(Y/N)	(Y/N)	
2.80	Describe how the Solution supports audio and video capabilities.				
2.81	As CAPTCHA authentication may be inaccessible to many users, describe the process(es) the Solution uses to confirm that the user attempting to register or use the Solution is a human being.				
3.0	**TECHNICAL REQUIREMENTS**				
	CONFIGURATION OPTIONS				
3.1	Does the Solution support the use of a customized domain name (i.e. "TorontoVotes2014.ca")? Please note: The City will be responsible for the registration of the customized domain name.				
3.2	Does the Solution support customization to the standard look and feel of other City web pages/sites?				
3.3	Describe how the Solution will support the ability to customize the time allowed for a voting session prior to the system timing out.				
3.4	Does the Solution allow business administrators to implement Configuration changes without help from I&T or the Vendor?				
3.5	Describe how the Solution ensures that no information is stored on a voter's computer or any storage device, even on a temporary basis. If any information needs to be stored, describe how it is erased after a voting session is completed.				

Req. No.	Description	Out-of-the-Box	Configuration Required	New Development Required	Comments
		(Y/N)	(Y/N)	(Y/N)	
3.6	Describe how the Solution is protected as part of the network architecture, including but not limited to perimeter and local firewalls, application gateways and firewalls, VPNs and network zones.				
3.7	Describe the Solution's use of anti-virus software as part of the network architecture.				
3.8	Describe how the Solution will integrate the Internet Voting results with the voting results from the City's existing ENMS. Does the Solution offer migration services which can amalgamate data from various sources, including but not limited to Oracle, SQL, Access, Excel worksheets into the Solution so records reside in one repository?				
3.9	Describe how the Solution will support the import/export of the City's Voter's List. The City requires that all data transferred into and out of the Solution be encrypted during transit. To facilitate this, the City utilizes Axway Secure Transport for FTPS (File Transfer Protocol Secure) services. Describe how the Solution integrates with City file transfer services, including use of certificates issued by well known Certificate Authorities (CA), High Strength encryption and static IP addresses?				
3.10	Describe the Solution's capabilities for ensuring data security in the hosted environment.				

Req. No.	Description	Comments
	ARCHITECTURE	
3.11	Describe the Solution's hosting environment and support of load balancing and redundancy.	
3.12	Describe the Solution's network topology for the environment (architecture, Internet connectivity, staging environment).	
3.13	Describe the Solution's Business Continuity (BC) and Disaster Recovery (DR) Plan. Is the Disaster Recovery Plan exercised/tested on a regular basis with predefined objectives and results documented? Please provide copies of your two most recent exercises/tests.	
3.14	Describe the Solution's process for ensuring DR capabilities will meet the City's requirements detailed in Appendix J.	
3.15	Describe how the Solution would handle an outage in the event that one occurs for an amount of time that exceeds the City's acceptable outage period detailed in Appendix J.	
3.16	Please provide a DR plan specific to the Proposal and the City's requirements.	
3.17	Describe the Solution's operational data backup and restore procedures in detail. Include the frequency at which the backup and restore process is regularly tested, and the retention process.	
3.18	Describe the tools that would be used to monitor the Solution's application availability.	

Req. No.	Description	Comments
3.19	Describe how the Solution handles downtime required for maintenance. How will the City and voters be notified of scheduled down-time?	
3.20	Has the Proponent performed any CSAE 3416 (Type II) or SSAE 16 (Type II) Audits and is the Proponent compliant? If possible, include the Audit report.	
3.21	How does the Solution handle upgrades during the Internet Voting Period? Can the City choose when upgrades are to be performed to ensure proactive communication to manage voters and advise of down-time?	
3.22	The City believes that data integrity is of utmost importance to the security and success of the Solution. Provide an outline of the database maintenance provided with the Solution, including information on any required processes (Reindex, etc.) from external or third-party applications. If the Solution provides maintenance tools, outline the best practices in utilizing those tools in keeping the data within the Solution clean.	
	PERFORMANCE REQUIREMENTS (SPEED, CAPACITY, AVAILABILITY)	
3.23	How will the Solution be load tested and the results be verified to ensure they meet the City's requirements detailed in Appendix J?	

Req. No.	Description	Comments
3.24	Describe how the Solution will accommodate the minimum number of concurrent voter sessions detailed in Appendix J.	
3.25	How will the Solution process and store data related to 1.6 million voters?	

Req. No.	Description	Out-of-the-Box (Y/N)	Configuration Required (Y/N)	New Development Required (Y/N)	Comments
	SECURITY				
3.26	Describe how the Solution detects and/or prevents each of the commonly cited classes of risk listed below, specifying the defences used: (a) Hacking – One or more outside hackers attempt to penetrate the election web servers, IVR system or supporting infrastructure; (b) Insider Tampering – One or more insiders with varying levels of privileges attempt to observe or change votes; (c) Viruses or Malware – A virus spreads or a worm propagates that is designed to change voter's votes on their PCs; (d) DoS - An attacker attempts to make voting impossible via the Solution for some or all users; (e) Phishing – Voters are directed to a fake website where their PIN or identity is stolen and used; and, (f) Undue Influence – Coercion, family voting or vote selling.				
3.27	Describe how the Solution can provide: (a) A robust and secure architecture to ensure a high level of availability during the voting period, with no single point of failure and no single storage locations in the system design; (b) A highly tamper-evident design; (c) Protection from attacks via the user's device (such as via the privileges given to a user,				

Req. No.	Description	Out-of-the-Box	Configuration Required	New Development Required	Comments
		(Y/N)	(Y/N)	(Y/N)	
	whether by the intended user, a remote observer or a virus);				
	(d) Automatic measurement or assessment of the reliability of home computers;				
	(e) In the case of Internet voting, that no information relating to a voting session shall remain on the home computer once the session has been completed;				
	(f) Elegant handling of voters who attempt to use unsupported browsers;				
	(g) No indeterminate states and no silent failures;				
	(h) Use of modern security techniques to ensure reliable and accurate operation, and a security-in-depth design is preferred;				
	(i) Maintenance of voter privacy;				
	(j) Protection from identity theft; and,				
	(k) Protection against various DoS attacks and traffic analysis attacks whether via third-party filtering services or devices that may be installed in the data centre.				
3.28	Describe how the Solution will protect against electronic "eavesdropping" on an elector casting a vote, either: (a) By someone with authorized access to the Internet Voting Solution; or, (b) By someone else who is not physically present with the elector when they are voting using the Solution.				

Req. No.	Description	Out-of-the-Box	Configuration Required	New Development Required	Comments
		(Y/N)	**(Y/N)**	**(Y/N)**	
3.29	Does the Solution use a secure mechanism for ensuring that each ballot is for a particular voter, and that no external, unauthorized, or "rogue" ballots or votes are cast? Describe the secure mechanism and its process.				
3.30	Describe how the Solution will identify and advise Election Officials of any suspicious voting activity or unauthorized access to voting servers.				
3.31	Does the Solution enforce strong password criteria for voters' accounts, such as minimum password length, required pass phrase composition (e.g., required use of letters, numbers and symbols), and recently-used passwords? Describe the flexibility of the password criteria and if it is possible for the City to set the criteria. Does the Solution have other voter authentication tools?				
3.32	Describe how the Solution provides voter password protection with multiple security levels to limit access to the data.				
3.33	Does the Solution support a password-aging function for administrative users? Describe the process for management of user passwords and PINs, including expiration, notifications to reset and, security questions, etc.				

Req. No.	Description	Out-of-the-Box (Y/N)	Configuration Required (Y/N)	New Development Required (Y/N)	Comments
3.34	Does the Solution have a lockout function that disables an ID/password or PIN combination after a pre-determined number of failed login attempts? Describe the Solution's ability to control access based on login attempts, specifically the amount of time a user or voter is locked out, the number of times a user or voter is locked out before the account is frozen, and the user role responsible for resetting a locked-out user or voter.				
3.35	Does the Solution store password and PIN values in an encrypted format? Describe the encryption algorithms used by the Solution.				
3.36	Describe the Solution's ability to perform automatic timeout/sign-out of voters when they have been away from a session for specified a period of time. Is the session timeout function programmable and flexible (e.g., is it possible to have more than one automatic logout feature running)?				
3.37	How are Administrative and support staff IDs roles segregated in delivering the Service or supporting the environment?				
3.38	Does the Solution include an Intrusion Detection System (IDS) and an Intrusion Prevention System (IPS)?				
3.39	Describe how the Solution will ensure a voter's computing device is free of any virus, malware, spyware or other software, prior to using the Solution, to prevent unintentional client-side intrusion once the voter accesses the Solution.				

Req. No.	Description	Out-of-the-Box	Configuration Required	New Development Required	Comments
		(Y/N)	(Y/N)	(Y/N)	
3.40	Does the Solution limit System-Level privileges to the Solution administrator through administrative ID/password credentials only? Does the Solution support role-based access? Detail how the Solution manages user security groups based on roles and data access requirements.				
3.41	Describe how the Solution supports fine-grain authorization for administrative users and voter accounts to underlying functionality, congruent with the principle of least privilege.				

Req. No.	Description	Comments
3.42	Describe how the Solution encrypts data at rest with respect to: (a) How the Solution will include a list of the cryptographic and security standards fulfilled by the proposed voting system; (b) How the Solution will employ cryptographic algorithms based on international and open standards; and, (c) How the Solution will be compatible with the Election Markup Language (EML).	
3.43	Provide a list of the cryptographic and security standards fulfilled by the Solution.	
3.44	Provide an authentication diagram showing the path of authentication from end user into the application. This diagram should include the different types of users including end users, administrators and infrastructure support personnel.	
3.45	Describe any outsourced or subcontracted functions and how the Solution will ensure the confidentiality, privacy, and security of City data are safeguarded. The Proponent should include detail on processes for monitoring and enforcing compliance with any of the Solution's service providers.	
3.46	Does the Solution use any other third parties where City data is stored or processed outside of your facilities? Please list ALL locations where City data will be stored, processed or accessed.	

Req. No.	Description	Comments
3.47	Please describe the physical and logical access privileges controlled in your data centres and other locations where the Solution will be managed and supported.	
3.48	Describe your control over the internal and external distribution of any paper or electronic media containing City data.	
3.49	Describe how sensitive data or media is discarded, erased or destroyed using a formal procedure that ensures the complete deletion of all sensitive data.	
3.50	Does the Solution have a security incident response plan formally documented? Describe.	
3.51	Are information security policies and standards documented and reviewed on a regular basis? Describe.	
3.52	Is there an ongoing security awareness program (i.e. security training, company policy reminders, etc.) in place? Describe the program.	
3.53	Are employees required to sign an agreement verifying they have read and understand company polices standards and procedures? Provide a sample agreement.	
3.54	Is there a vulnerability management program in place for the hosting environment? Please also describe your patch management process including testing and roll-out. Is there a recovery plan documented for the patch process? How does the Solution deal with issues which arise from patch applications?	

Req. No.	Description	Comments
	INFRASTRUCTURE	
3.55	Describe how the Solution ensures that the time on all the hardware required by the Internet Voting Solution is synchronized to a central time using NTP (Network Time Protocol).	
3.56	Identify and describe all levels of access for the Solution and provide details on how communication is secured.	
3.57	Is the Solution scalable, flexible and open?	
3.58	In the event of a system failure, the Solution should be capable of notifying City Technical Staff via Systems and Application monitoring (HP Monitoring Tools) and messaging (email) systems. Explain how the Solution integrates with these systems.	
	RESULTS	
3.59	Describe how the Solution will be able to regenerate the internet voting results in the event a recount is required.	
3.60	Describe what security mechanisms the Solution requires when any operation regarding the processing/counting of online ballots takes place.	
3.61	Describe how the Solution ensures that the number of ballots cast equals the number of ballots counted, plus the number of spoiled ballots (over-votes and under-votes).	

Req. No.	Description	Comments
4.0	**NON-FUNCTIONAL REQUIREMENTS**	
	AUDIT REQUIREMENTS	
4.1	Does the Solution have auditing capabilities (e.g., capturing information whenever a content object is accessed) to help the organization reduce compliance risk?	
4.2	Describe the Solution's maintenance and linking of records for Audit purposes. Audit trails for a record must be maintained for as long as the record they refer to is maintained. The audit trail should follow any changes that have ever been made to the record to ensure that those changes have not compromised the integrity of the record.	
4.3	Can the City control which functions are audited?	
4.4	Describe how the Solution will pass relevant penetration tests, including how the Solution will deal with DoS attack tests.	
4.5	Describe how the Solution will monitor and record all events/activities on the server used for storing the votes cast.	
4.6	Describe how the Proponent will confirm that, upon confirmation from the City Clerk after the legislated record retention period of 120 days, all electoral data captured within the Solution, or in the Proponent's possession, will be returned to the City or destroyed.	

Req. No.	Description	Comments
4.7	How does the Solution prevent the audit trail information from being edited or deleted by any user?	
4.8	How will the Solution allow and limit administrator access to data? Describe the different roles, responsibilities and permissions which can be set for the different types of users (e.g., Administrators, Election Officials, Voters, etc.).	
4.9	Describe how the Solution will ensure data related to the City Internet Voting Process is the property of the City. The City may request an electronic copy of the data at the end of the Election process. The format of this electronic copy can be in one of the following formats: database backup, XML, Excel or a database server backup.	
4.10	Describe how the Solution will ensure that the any data related to the City Internet Voting Process is physically and logically segregated.	
4.11	Describe how the Solution will ensure that certain information would be withheld from the general public and be provided only upon request after the election, including: (a) System logs: Created as the exhaustive record of all actions taken by the computer system and its users during the election (with the exception of capturing voter identity or voting intent); and, (b) System access: Any kind of technical access to production systems, including access by the Public External Auditor, would be indirect and mediated	

Req. No.	Description	Comments
	by the City.	
	IMPLEMENTATION	
4.12	Describe your approach and methodology to change management.	
4.13	Describe the approach taken and the processes used to manage any changes required to the Production Environment.	
	INTEGRITY	
4.14	How are administrative and support staff IDs/roles segregated in the delivery of the Service or supporting the environment? To maintain the integrity of the Solution, user IDs cannot be shared.	
4.15	Does the Solution have the capability to add, change, and delete data at the field level with appropriate access? Describe the user role(s) that would be given this access and task set. Ensure any occasion when Vendor intervention is required to perform such tasks is described and addressed in detail.	
4.16	Describe how does the Solution provide an end-to-end verification process that may create a receipt that would enable a voter to verify, post facto, that their vote has not been altered, without revealing which candidates they voted for.	
4.17	Provide a detailed process of end-to-end handling of data, including when and how encryption occurs.	

Req. No.	Description	Comments
	TRAINING	
4.18	Does the Solution have a staff of experienced instructors? Describe your training department structure.	
4.19	What is the recommended voter training method(s) for the proposed Solution?	
4.20	Does the Solution provide on-site training for Elections Staff?	
4.21	Does the Solution provide customized training workshops?	
4.22	Does the Solution offer voter training? Do voters receive manuals, audio or visual aids as part of the training?	
4.23	Does the Solution offer self-paced training opportunities or the ability to play back training videos for users? Are there informal help tools?	

This Appendix describes existing and planned Corporate I&T infrastructure and strategic products.

All new approaches and options provided and proposed should leverage the existing infrastructure in place as well as planned upgrades and migrations. In addition all Solutions should integrate with existing and planned management services.

Network Infrastructure

CityNet is a single communication utility providing network services for IP based systems. CityNet comprises over 600 network sites, with the core composed around 7 major Civic Centres, the three Corporate Data Centres and 4330 Dufferin (Fire/EMS office). The Data Centres are connected via a 20 Gbps fibre ring. The other major sites are connected via high speed 100 Mbps/1 Gbps/20 Gbps Fast Ethernet/Optical Ethernet Wide Area Network Service.

Remote sites are connected via HDSL or 10/100/1000 Mbps WAN fibre service. Most WAN connectivity terminates at the communications hubs at the Don Mills and Tiffield Road data centres.

Extranet connections are in place connecting the CityNet to various external organizations (The Province of Ontario, The TTC, Toronto Police, etc.).

Figure 1.
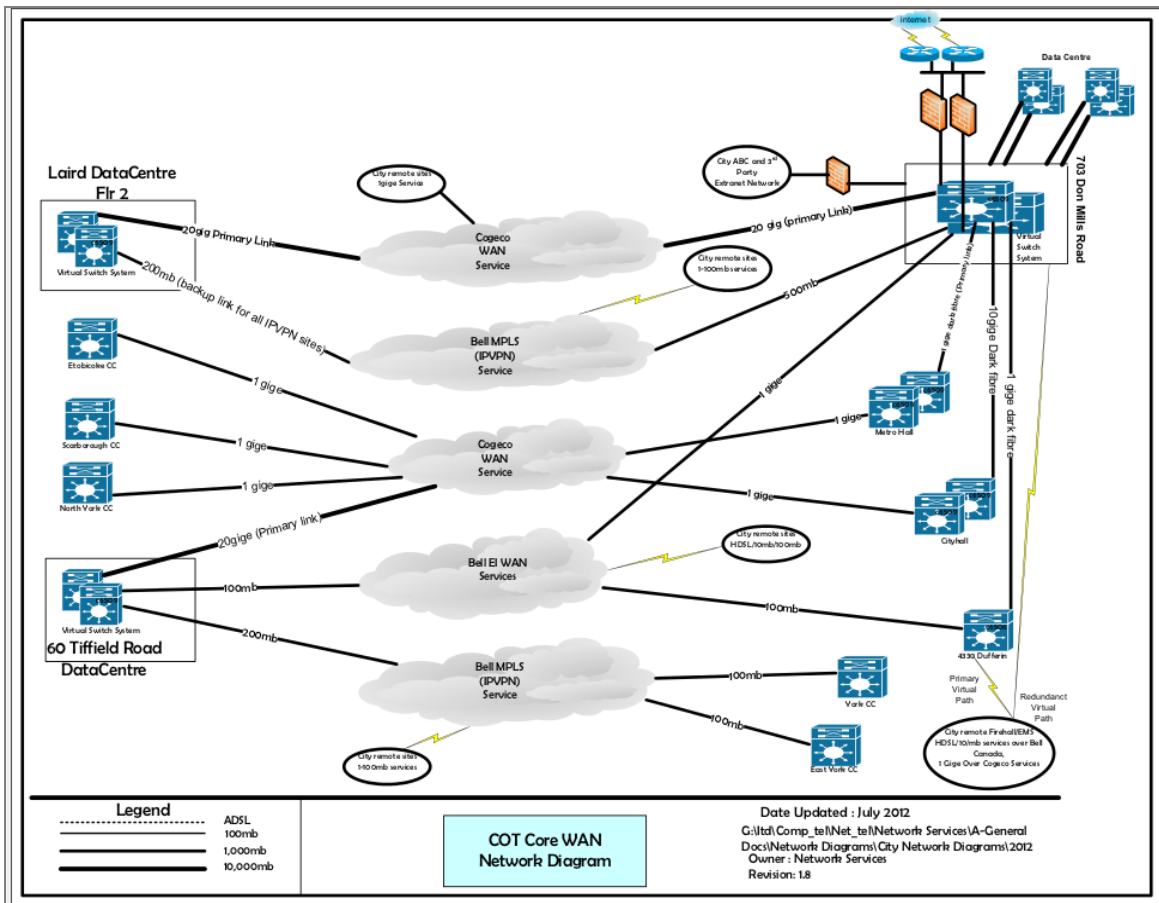
Internet access is provisioned by our Primary ISP via a dedicated 100 Mbps reserved connection. Current average (monthly) bandwidth utilization is about 90-100 Mbps. Business day usage averages over 90 Mbps. Additional outbound Internet service is handled by a secondary 150 Mbps ISP connection.

Standards based Internet services are also provisioned to support the City's Internet presence.
- SMTP mail gateways and Ant-Virus and Anti-Spam Scanning
- Domain Name Services (external).
- Domain Name Services (internal).
- Internal NTP Time Services.
- Bluecoat Proxy Caching System.
- Axway Secure Transport (SSH, FTPS based) File Transfer System.
- Accellion (HTTPS based) File Transfer System.

Internet Services are configured to separate Internal and External networks, with no provision on Internal clients for Internet DNS resolution or direct Internet connectivity. All client applications must be proxy aware to access Internet based services.

Security Services

First-level protection is provided by a stateful packet filtering firewalls. Security Configurations restrict traffic only to hosts in the DMZ (demilitarized zone) and the firewall. Other than SMTP, DNS, NTP, HTTP, all traffic is limited to outbound only.

Second level protection is provided by another stateful packet filtering firewall. All standard protocols (HTTP, HTTPS, SMTP, DNS, NTP and SSH) are supported along with custom proxies for non-standard protocols.

All internal access to servers in the protected networks are permitted only to authorized personnel by a secure encrypted tunnel via SSH (secure shell).

Endpoint Protection

The City uses Symantec Endpoint Protection (Version 11.6) on Windows Servers.

Strategic Products

RDBMS

The City's RDBMS platform for Business Critical and 24/7 applications is Oracle Enterprise and Standard Server editions (Version 11g Release 2) on a supported Unix based OS. The strategic high availability Solution for Oracle databases is Oracle Real Application Cluster (RAC). In total, the City has 200 Database instances deployed on 69 servers.

Microsoft SQL Server (2008 or above) is also supported for non-business-critical applications. There are approximately 20 Corporately managed SQL Server Databases.

All other RDBMS products are considered to be non-strategic platforms.

Web Application Environment

The City supports internally developed and commercially supported J2EE applications in two independent and segregated web application environments for internal Intranet and public Internet use respectively. The environments are based on IBM WebSphere Application Server Network Deployment (version 8.0) on Solaris 10 with applications deployed in 2-node clusters. Separate systems host IBM HTTP Server (version 8) instances on Solaris 10 configured with WebSphere plugins for forwarding of requests to application clusters.

WebSphere Portal (version 7), Open Text Web Experience Management (Vignette Content Management) version 8.1, Lotus Domino (version 8.5.2) and Google Search Appliance (version 6.108) are also deployed into these environments.

All primary Web based services are deployed minimally in 2-node configurations for High Availability and clustered via F5 BigIP Local Traffic Managers.

Figure 2.
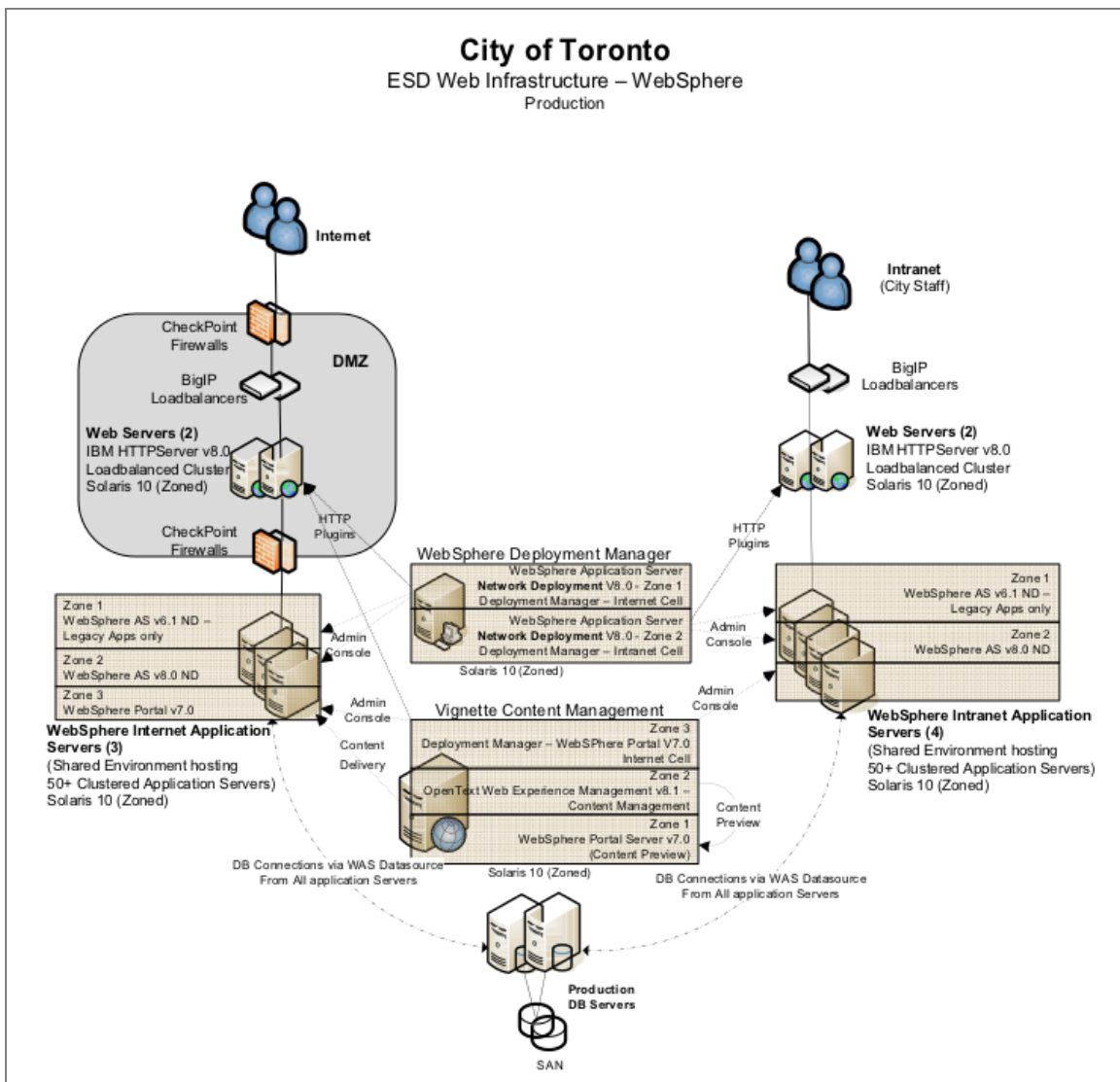
Enterprise Application Integration Platform

The City uses Software AG WebMethods Broker (Version 8.2) and Integration Server (Version 8.2) as its common Enterprise Application Integration (EAI) platform. MyWebMethodsServer (Version 8.2) is used for administration and monitoring.

Telecom Platform

The City of Toronto is currently contracted with Bell Canada under a five-year Large Organization Centrex (LOC) contract which is designed to work in a large multi-location, multi-wire environment served from 3 Bell Canada Digital Multiplex Systems (DMS) 100 central switches, incorporating 27,250 + subscribers across 1,400+ locations.

APPENDIX H
ESCROW PROVISIONS

(1) At the time of signing the Agreement, or at a time agreed between the parties, Licensor shall deposit an enabled source code version of the Software with all necessary passwords, software keys, or authorization strings (the "Source Code") with the escrow holder (the "Escrow Holder'). Licensor shall update the Source Code with all new releases and updates and with any bug fixes or workarounds provided to Licensee. The annual escrow fees shall be borne entirely by Licensee. The escrow agreement for the Source Code deposit shall name Licensee as beneficiary and at a minimum shall provide for the release of the Source Code to Licensee upon the occurrence of any of the following release conditions ("Release Conditions"):

   a) Any dissolution or liquidation proceeding is commenced by or against Licensor, and if such case or proceeding is not commenced by Licensor, it is not dismissed within sixty (60) days from the filing thereof; or

   b) Licensor becomes insolvent or admits its inability to or fails to pay its debts generally as they become due; if any proceedings are commenced or taken for the dissolution, liquidation or winding up of Licensor; or if a trustee, custodian or other person with similar powers is appointed in respect of Licensor or in respect of all or a substantial portion of its property or assets; or if Licensor ceases to carry on all or substantially all of its business; or if any proceedings involving Licensor involving its bankruptcy or insolvency are taken under any legislation dealing with insolvency are taken under any legislation dealing with creditor's rights; or Licensor makes any assignment or proposal in bankruptcy or any other assignment or proposal for the benefit of creditors, or

   c) Licensor is in breach of its obligations:
       i)   To provide support in accordance with this Agreement, or
       ii) To provide the Software to Licensee without infringing a third-party's intellectual property rights,

   Licensor shall have a thirty (30) day cure period to rectify any of the foregoing Release Conditions after the receipt of a written notice from Licensee. Where there is a dispute regarding the existence or occurrence of a triggering event for a Release Condition, the Software shall be immediately released to Licensee, and the parties shall resolve any dispute as to the existence of the conditions required to release the escrow material in accordance with the dispute resolution provisions of the Agreement.

(2) Upon the release of the Source Code to Licensee, Licensee shall only use the Source Code in accordance with this Agreement and shall only use the Source Code internally or with Users for the purpose of providing maintenance, and support for, or to add functionality to the Software. Subject to the terms and conditions of this Agreement, Licensee's contractors shall have the same limited rights to use the Source Code as are granted to Licensee under this Section, provided that no more than three unrelated contractors will be utilizing the Source Code simultaneously. All contractors shall comply with the terms and conditions of this Agreement when working with or assessing the Source Code.

(3) Licensor represents, warrants and covenants that the Source Code, and all new releases, updates, bug fixes and workarounds deposited into escrow shall include all documentation and materials necessary for a competent programmer to compile, verify, maintain, and

support the Source Code, and all without undue effort, and that no Licensor proprietary software is required to maintain and support the Source Code.

(4)　　Licensor shall, upon notice from Licensee, carry out such tasks in order to verify that the escrowed materials are complete and functional and shall provide written proof of such verification to Licensee.

Figure 1 – Internet Voting and Advance Voting Periods

Internet Voting and Advance Voting Periods		
Scenario A: Concurrent	**Date**	**Scenario B: No Overlap**
	Oct 7	← Integration Point
	Oct 8	Internet Voting
	Oct 9	
	Oct 10	
	Oct 11	
	Oct 12	
	Oct 13	
Integration Point → ← Integration Point	Oct 14	
Internet Voting / Advance Vote (at 45 locations across the City)	Oct 15	Advance Vote (at 45 locations across the City)
	Oct 16	
	Oct 17	
	Oct 18	
Integration Point → ← Integration Point	Oct 19	

Figure 2 – Registration and Voting Process

Internet Voting: Registration and Voting

Scenario A: Concurrent	Date	Scenario B: No Overlap

September 2

September 2

September

Internet Voting Registration

Internet Voting Registration

October 7

Internet Voting

October 13

October

Internet Voting

Advance Vote

Advance Vote

October 19

October 19

Figure 3 – Potential Process for Registration

Internet Voting – Two Step Registration Process

Voter	COT	System

Step One – Initial Verification after Voters' List Release

- Go to Internet Voting URL or call Contact Centre
- Enter valid full home address
- Enter First/Last Name, and Unit No.
- Validate Address against TEIS data
- Valid COT Address?
- Check voter information against Voters' List
- Voter is on list?
- Advise Voter they need to be added to Voters' List
- Request to receive Voter Amendment Application (VLAA) electronically or by postal mail
- Receive VLAA electronically?
- E-mail or provide URL to Voter for VLAA download
- Generate VLAA letter for postal mail-out to Voter
- Complete and submit VLAA to Contact Centre via post OR to Elections in-person
- Enter VLAA into Central Electronic Voters' List (CEVL) management system
- Generate Elector ID and advise Voter that EID and Info pack will be sent

Step Two – Voter Registration

- Receive unique Elector ID
- Log in using EID, First/Last Name and Birth Date
- Fourth login attempt with this EID?
- Lock Voter out of login. Advise voter to call Contact Centre for authentication and reset
- Check EID and voter information against database
- Generate PIN and registration confirmation and send to voter
- Create shared secret(s)
- EID and voter information match?
- Advise user to re-try
- Advise voter that registration confirmation and PIN will be sent

Figure 4 – Potential Process for Voting

Internet Voting System – Voting Process

Voter	System Process

Voter column:
- Navigate to Internet Voting website via URL
- Select preferred data input method
- Enter Elector ID (EID) and secure password
- Read or listen to voting instructions
- Select "Ready to Vote" indicator button
- View electoral contest and make candidate selection
- Confirm vote and select "Next"
- Confirm vote and Proceed to next contest?
- Voter confirms and commits ballot selections
- Voter issued receipt confirming ballot has been received

System Process column:
- Fourth login attempt with this EID? — Yes → Lock account and advise voter to contact Voter Contact Centre or Election Services
- No → Check voter credentials against registration
- EID and Password match? — Yes → Check voter history against CEVL
- No → Advise Voter information does not match, to retry, and that three incorrect attempts will lock out account
- Has voter already voted? — No → Provide voting instructions
- Yes → Advise voter votes have been cast under this EID and to contact Election Services if incorrect
- Appropriate ballot contest(s) displayed to voter
- Check contest for valid selection
- Over-vote or Under-vote? — Yes → Advise voter of over-vote or under-vote
- No → Confirm vote and Proceed to next contest?
- Voter has marked a vote in all contests? — Yes → Voter's selections are displayed
- Votes recorded, encrypted & stored
- IVS Externally Hosted Server

Figure 4 – Potential Process for Voting

Figure 5 – Potential Process with a CEVL Solution

Internet Voting Interaction with other Voting Channels

Internet Voting Solution	Advance (On-site) Voting	Centralized Electronic Voters' List Management (CEVL) Solution

- Elector A enters voting place
- Elector A requests ballot
- Elector A logs into IVS
- Check Voter Credentials against Voters' List
- Voter marked voted? — No / Yes
- Voter accessing CEVL by IVS? — Yes / No
- Display the appropriate ballot
- Provide Elector A with the appropriate ballot
- Indicate ballot type to be given to voter
- Elector A casts ballot
- Mark voter "voted"
- Update Voters' List
- Elector A receives confirmation that vote successful
- Elector A informed they have already been marked voted; Cannot be issued another ballot
- Voter accessing CEVL by IVS? — Yes / No
- Elector A informed they have already been marked voted; cannot be issued another ballot
- Display message that voter is already marked voted

Figure 6 – Potential Results Reporting

Results Accumulation Process – Election Night

Manual Process	Results System(s)	Solution Process

Voting closes October 27, 8:00 PM EST

Begin process to transmit internet votes electronically

Elections staff turn key(s) to decrypt ballots

Decrypt Ballots

Staff at Election Central turn key on Advance Vote tabulators to close polls, print results tape, "read" tabulator smart cards and submit results over COT network

Results submitted to Election Results System

Count internet votes

Voting place staff turn keys on vote tabulators to close polls, print results tapes and transmit results wirelessly over VPN

.SMT results file(s) produced

Produce ENMS compatible internet voting results file(s)

Deliver tabulator smart cards to receiving centres

Voting place staff call results into Results Call Centre

Results input into ENMS

Transmit internet voting results to ENMS

Staff at Receiving Centres "read" tabulator smart cards and submit results over COT network

Final election results totals calculated

APPENDIX J
QUALITY LEVEL METRICS

The metrics and values documented below are for the purpose of the Proponent's reference to address the requirements related to the Solution's scalability and availability.

Projected Volume

The Solution must provide adequate baseline response times to meet the City's business needs under the following conditions:

For Internet Voting:
- A maximum of 12,000 concurrent users accessing the Solution from the internet during the peak registration and voting periods;
- 20 internal City users for administration/configuration of the system;
- 450-500 election workers, if Internet Voting Period runs concurrently with the on-site Advance Vote; and,
- A voters' list comprised of 1.6 million records.

For the Voter Contact Centre:
- As there is no predictive model of the call volume, the Proponent should provide two (2) Voter Contact Centre service level sizing options based on total call volume over the course of the Internet Registration Period and Voting Period, of:
    i. 50,000 calls; and
    ii. 150,000 calls.

- For the purposes of the Voter Contact Centre, the anticipated mean call duration is five (5) minutes.
- The Voter Contact Centre Solution should take into consideration a potential influx of calls during:
    - The beginning of Internet Voting Registration;
    - The initial mail-out of voter PINs;
    - The beginning of the Internet Voting Period; and,
    - The final day of the Internet Voting Period.

Scalability

Scalability is the ability of the Solution to continue to function well when it, or its context, is changed in size or volume in order to meet the City's needs:

- The system should scale up to five times (5x) the initial projected volume.
- The voting period is expected to be up to six (6) days

Quality Level Metrics: Response Time

The Solution must be able to return the results of voter's request within the target response times, regardless of the number of concurrent users, storage capacity, or number of records in the system.

Table 1.

System Response Time	Service Objectives/Targets
Maximum time to authenticate a voter	< 5 seconds
Maximum time to display the results of a voter action for navigation between pages	< 5 seconds
Average time to initiate a voting session	< 5 seconds
Maximum time to wait to determine if a vote is successful	< 10 seconds

Table 2.

Voter Contact Centre Response Time	Service Objectives/Targets
Maximum time for a call to be placed into the queue	< 12 seconds
Maximum time for live agent to answer a call in queue	< 75 seconds
Maximum percentage of deflected inbound calls	< 2 %
Minimum First Call Resolution (FCR) rate	> 75%

Availability

Availability requirements include system recovery time objectives, system uptime, maintenance activities and fail-over requirements.

Recovery Time Objective & Recovery Point Objective

The RTO states the target for maximum time to recover from an outage incident related to any one of Solution's Modules, Server and Network Hardware, or Operating System Software that results in the Solution operating below the Capacity requirements, as described by this document and is stated below. These targets are not the recovery objectives for a disaster recovery situation.

Table 3.

Use Case	RTO	RPO
Demonstration Period	< 4 hours	< 4 hours
Registration Period	< 1 hour	< 10 minutes
Voting Period	< 1 minute	< 1 minute
Post-voting period	< 3 hours	Close of Advance Vote

Availability Management

The solution must provide automated recovery from system failures with minimal manual intervention.
The availability objectives are:

- Production – 24/7 with the following exceptions:
  - Change Window: Weekday(s) 2:00 AM – 5:00 AM (on request)
  - Overall Availability of uptime during:
    1) Registration period: 99.9%
    2) Peak voting hours: 99.99%, 4:00 PM – 9:00 PM EST
    3) Off-peak voting hours: 99.95%, 10:00 PM – 4:00 PM EST

- Production Voter Contact Centre Support:
  - Registration period: 99.9% availability, Monday to Sunday, 8:00 AM – 10:00 PM EST
  - Internet Voting period: 99.9% availability, Monday to Friday, 24 hours

- Production Technical Support:
  - 99.9% availability, Monday to Friday 9:00 – 20:00 EST
  - Help Desk available 24 hours a day, 7 days a week
  - Tech support available on-site, Monday to Friday, 8:00 – 6:00 PM EST
  - Tech Support available on-call at all other times, with a response time of 5 minutes

- Staging Environment:
  - Help Desk – normal business hours
  - Technical Support available on-site, Monday to Friday, 7:00 AM – 6:00 PM EST
  - Tech Support available on-call at all other times

- Results Reporting:
  - Results produced after 8:00 PM on Monday, October 27, 2014
  - Results of Internet Voting expected to be received by the City by 9:00 PM EST on Monday, October 27, 2014

TORONTO
Municipal Election
October 25, 2010

P
Ward 1
Etobicoke North

To Vote : Connect the head and tail of the arrow pointing to the candidate of your choice

Ballot for the office of **MAYOR**

Vote for ONE (1) candidate only.

#		Name
1	Rocco	Achampong
2	Michael	Alexander
3	Don	Andrews
4	George	Babula
5	Christopher	Ball
6	Michael	Brausewetter
7	Douglas	Campbell
8	Jaime	Castillo
9	Kevin	Clarke
10	Keith	Cole
11	Charlene	Cottle
12	Gerald	Derome
13	Diane	Devenyi
14	James	Di Fiore
15	David	Epstein
16	Selwyn	Firth
17	Michael	Flie
18	Rob	Ford
19	Abdullah-Baquie	Ghazi
20	Howard	Gomberg
21	Barry	Goodhead
22	Monowar	Hossain
23	Dewitt	Lee
24	John	Letonja
25	Carmen	Macklin
26	Colin	Magee
27	Joseph	Pampena
28	Joe	Pantalone
29	Rocco	Rossi
30	Vijay	Sarma
31	George	Smitherman
32	Mark	State
33	Tibor	Steinberger
34	Himy	Syed
35	Weizhen	Tang
36	Phil	Taylor
37	Sarah	Thomson
38	David	Vallance
39	Ratan	Wadhwa
40	Daniel	Walker

Ballot for the office of **COUNCILLOR**

Vote for ONE (1) candidate only.

#		Name
60	Ted	Berger
61	Vincent	Crisanti
62	Peter	D'Gama
63	Omar	Farouk
64	Suzan	Hall
65	Sharad	Sharma

Ballot for the office of **TRUSTEE**
Toronto District School Board
Etobicoke North Ward 1

Vote for ONE (1) candidate only.

#		Name
80	Andrew	Bacchus
81	John	Hastings
82	Saadiq	Malik
83	Paul	Singh

APPENDIX L
INFORMATION MANAGEMENT POLICIES AND GUIDELINES

1.   Municipal Freedom of Information and Protection of Privacy Act

The *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) establishes a general right of access to records held by municipals government and local agencies, boards and commissions using these principles:

- Any information held by government should, in general, be available to the public;

- Any exemptions from the right of access to information should be limited and specific;

- Any decisions relating to access to information can be reviewed by the independent Information and Privacy Commissioner of Ontario;

- Any person may make a request for information held by a government institution covered by MFIPPA.

For more information on the Information and Privacy Commissioner of Ontario and the MFIPPA, please refer to:
http://www.ipc.on.ca/english/Home-Page/
http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_90m56_e.htm

2.   Personal Health Information Protection Act

The City is responsible for protecting personal health information under the *Personal Health Information Protection Act* (PHIPA), which has strict rules designed to protect personal health information in the City's custody.

For a complete copy of the PHIPA legislation, please refer to:
http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_04p03_e.htm

3.   City of Toronto Act, 2006

The *City of Toronto Act, 2006 (Bill 53)*, sets out a broad, permissive legislative framework, and gives the City broad powers to pass by-laws regarding matters ranging from public safety to the City's economic, social and environmental well-being. As a result, City by-laws are better able to deal with the financial management of the City and the accountability and transparency of its operations.

The *City of Toronto Act* gave the City the ability to pass by-laws in respect to the governance structure of the City and its local boards, the accountability and transparency of the City and its operations, and the requirement to establish an effective integrity and accountability regime, including the lobbyist registry, integrity commissioner, auditor general and ombudsman.

For more information on the *City of Toronto Act,* please refer to:
http://www.toronto.ca/committees/pdf/torontoact.pdf

4.   Municipal Code Chapter 3, Accountability Officers

Toronto City Council adopted a policy framework for the City's Accountability Officers: the Auditor General, Integrity Commissioner, Lobbyist Registrar and Ombudsmen. The creation of these positions is codified in the Toronto Municipal Code, Chapter 3, which sets out their independence, features, powers, responsibilities and accountability to City Council.

For more information, please refer to:
http://www.toronto.ca/legdocs/municode/1184_003.pdf

5.   Municipal Code Chapter 217, Records, Corporate (City)

The Municipal Code, Chapter 217 provides information regarding the rules for identifying and managing City records.

For more information, please refer to:
http://www.toronto.ca/legdocs/municode/1184_217.pdf

6.   Accessibility for Ontarians with Disabilities Act, 2005 (AODA)

For information about the AODA, please refer to:
http://www.mcss.gov.on.ca/en/mcss/programs/accessibility/understanding_accessibility/aoda.aspx

7.   Electronic Commerce Act, S.O. 2000, Chapter 17

For information about the *Electronic Commerce Act*, please refer to:
http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_00e17_e.htm

8.   Relevant City of Toronto Policies and Resources

Open and accountable government requires high ethical standards and well-defined roles and responsibilities. The City commits to having appropriate policies, and practices that ensure transparency in the management of public information and the commitment to making information available to the public. Part of this ongoing effort is the Information Management Accountability Policy, which outlines responsibilities and expectations in the management of an important corporate asset: Information.

The public expects access to the City's information and the protection of their privacy. City divisions expect information to be current and accurate. And City managers expect information to be timely, correct and managed responsibly throughout the information lifecycle. Accurate, useable and accessible information supports open, transparent and accountable local government by improving customer service and program delivery.

Policies/Procedures

- For information about what City information is kept and what is destroyed, please refer to: http://www.toronto.ca/city_clerk/information-old.htm

- For information about the City's Open Data Policy, please refer to:
  http://www.toronto.ca/opendatapolicy

Other Resources
- For the Terms of Use for City of Toronto Social Media Sites, please refer to:
  http://www.toronto.ca/e-updates/termsofuse.htm

- For information about the Toronto Public Service Charter of Expectations and Values, please refer to: http://www.toronto.ca/employment/life_tps/values.htm

- For the City's privacy and security statement, please refer to:
  http://www.toronto.ca/get_connected/privacy_statement.htm

APPENDIX M – Project Timeline

Toronto Elections - 2014 Internet Voting for Persons with Disabilities – Project Timeline – June 1, 2013 to October 27, 2014

Phase 1 – Prepare (12 weeks)	Phase 2 – draft RFP (8 weeks)	Phase 3 – RFP – release to award (20 weeks)	Phase 4 – Build (20 weeks)	Phase 5 - Live

2013 | **2014**

	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT

Key Dates
- **11:** Council Decision (JUNE)
- **26:** Disability Issues Committee (SEP)
- **22 & 23:** Accessibility Feedback sessions with stakeholders (OCT)
- **11:** Disability Issues Committee (DEC)
- **5:** Report on agenda **19:** Council – Present Staff Report (FEB)
- **6 & 7:** Last Council meeting before June 1 By-Law deadline (MAY)
- **1:** Last day to pass by-law & provide procedures to candidates (JUNE)
- **1:** Live release of Voters' List (SEP)
- **14-19:** Advance Vote period (OCT)

Policy
- Legal Research and Consultation
- Develop Principles & Criteria
- Develop Polcies & Procedures
- Privacy Impact Assessment

Engage
- Stakeholder Engagement
  - Working Group
  - Disability Issues Committee
  - Other Community Stakeholders

Communicate
- Develop Communication Plan
  - Education Plan
  - Integrate with overall Election Communication Plan
  - integrate with call centre plan
- Implement Communication Plan

Plan
- Release RFP Nov 1 – Dec 2 (4 weeks)
- Evaluate RFP (3 weeks)
- Staff Report (2 weeks)
- Present Staff Report
- Award & Negotiate contract
- External Audit & Security Assessment

Implement
- Proponent Demos
- Proponent Presentations
- Design, Build & Test – 20 weeks
- User Demo Site
- Sept 2 Go-Live: Registration
- Vote

Support
- Train Election Technical Team
- Provide Technical Support to COT
- Voter Contact Centre

Go/No Go – Council approves funding

Integrate data from TEIS to IVS – September 1

Integrate data back to TEIS – October 20

Election Day – Monday October 27

	JUNE	JULY	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEP	OCT

2013 | **2014**

Legend:
- 🟧 Key Dates
- 🟦 Toronto Elections
- 🟩 External Internet Voting Vendor
- 🟦 Other Vendor(s)