

BY-LAW NUMBER 14-17

OF

THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW

BEING A BY-LAW TO AUTHORIZE THE RETURNING OFFICER TO ENTER INTO AN AGREEMENT WITH INTELLIVOTE SYSTEMS INC. FOR THE PROVISION OF TELEPHONE/INTERNET VOTING SERVICES FOR THE 2014 MUNICIPAL ELECTION.

WHEREAS Section 9 of the *Municipal Act 2001, S.O. 2001, c. 25*, as amended, grants municipalities the rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and


WHEREAS Council of the Corporation of the Township of Clearview authorized an alternative voting method for the 2014 Municipal Election by enacting By-law 13-68; and

WHEREAS Council of the Corporation of the Township of Clearview deems it expedient to enter into an Agreement for the provision of Telephone/Internet Voting Services;

NOW THEREFORE Council of the Corporation of the Township of Clearview hereby enacts as follows:

1. That the Director of Legislative Services/Clerk, acting as the Returning Officer. Is hereby authorized to execute an Agreement, attached hereto as Schedule "A", between Intellivote Systems Inc. and the Township of Clearview, for the provision of Telephone/Internet Voting Services.
2. That Schedule "A", the Agreement, forms part of this by-law.
3. That this By-law shall come into force and take effect upon receiving the final passing thereof.

By-Law Number 14-17 read a first, second and third time and finally passed this 10th day of February, 2014.



MAYOR



CLERK

**CORPORATION OF THE TOWNSHIP OF CLEARVIEW (Owner)
AGREEMENT**

This Agreement made in duplicate this 10th day of April, 2014.

BETWEEN: The Township of Clearview (Owner)
 (Hereinafter referred to as "Clearview")
OF THE FIRST PART

AND: *Intellivote Systems Inc.*
 (Hereinafter referred to as "the Contractor")
OF THE SECOND PART

WHEREAS authority is given under the *Municipal Elections Act* for the Clerk to engage in contracts on behalf of The Township of Clearview (the Owner) for the purpose of providing election services; and

WHEREAS the Township of Clearview is desirous of engaging Intellivote Systems Inc. to provide the telephone/internet voting systems for the 2014 municipal election;

NOW THEREFORE the Owner and the Contractor hereby agree to the following terms and conditions:

1. The Contractor will provide the services and undertake the work as set out in the Form of Submission Document for the project and as described in the proposal submitted by the Contractor and dated December 6, 2013.
2. The Contractor guarantees that they will undertake the services as presented in this document, irrespective of other contracted obligations of the Contractor.
3. The Contractor shall not assign or sublet the whole or any part of this Contract without the prior written consent of the Owner, unless the use of subcontractors is expressly stated in the proposal submitted by the Contractor and accepted by the Owner.
4. The Contractor acknowledges that while performing the services under this Contract, that it is not an employee of the Owner, and as such shall be responsible for the payment of all expenses required by law, including, but not necessarily limited to, Employment Insurance premiums, Income Tax, Canada Pension Plan contributions, etc., failing which the Contractor shall reimburse the Owner for any expenses it may have to pay as a result of the Contractor neglecting to do so.
5. Any additional expenditures or disbursements outside of the Contractor's proposal shall not be incurred without the prior expressed written approval of the Owner.
6. The Contractor will invoice the Owner for work that has been completed as described in the proposal submitted by the Contractor and dated December 6, 2013.

7. Such invoices shall include a detailed description of the tasks included therein, in conformity with the approved work plan, and shall contain a list of the disbursements and applicable taxes. The Owner hereby agrees to pay the invoices in a timely fashion.
8. In the event of any dispute with respect to the payment of the invoices which cannot otherwise be resolved between the Contractor and the Owner, the Contractor and the Owner hereby agree to submit the matter to an impartial arbitrator under the *Arbitrations Act*, whose decision shall be final and binding. In the event that a matter is referred to an arbiter under this Article, the parties agree to equally share the cost of the arbiter and any related expenses.
9. The Contractor will cooperate with the Owner's auditor with respect to any financial matters involving business between the Contractor and the Owner.
10. The Contractor shall, at all times during the term of this Agreement, maintain not less as per Section 2.4 of the RFP Document with the Township as a named insured. A copy of the insurance policy shall be filed with the Owner upon the commencement of the Agreement and the Owner shall be advised immediately of any change in status in the insurance coverage required pursuant to this Article.
11. All information collected by the Contractor in the performance of the services described herein shall be considered to be the property of the Owner and shall be surrendered to the Owner immediately upon request for same. It is understood that in the collection of any information, that the Contractor will have proper regard for the *Municipal Freedom of Information and Protection of Privacy Act*, and that the disclosure of any information collected will be pursuant to the requirements of the legislation as embodied in the procedures set out by the Owner, and as per Section 2.17 of the RFP Document.
12. This Agreement shall be effective from the date of its signing thereof and the terms of this Agreement shall remain in force and effect until the project is completed, unless otherwise amended in writing and agreed to by both the Owner and the Contractor.
13. This Agreement shall be subject to the applicable laws of Canada and Ontario.
14. Both the Workplace Safety and Insurance Board (WSIB) Clearance Certificate and proof of Insurance shall be provided to the Owner prior to the signing of the Agreement.
15. Specifications
 - a. The ISI System shall permit a person submitting a PIN, or a PIN and any other voting credential agreed upon by the Municipality and ISI, to access the ISI System and to cast the votes permitted by the Municipality on the Voting Decisions in respect of each PIN in any of the manners set out in clauses 3.2 and 3.3, to record through verifiable records in what manner and when the votes of each PIN were cast, to ensure that votes may be cast in respect of the Voting Decisions only once for each PIN and to ensure that no record is kept or is recoverable which allows

the identification of the candidates for whom votes were cast by a PIN, or how votes were cast in answer to questions by a PIN.

- b. The ISI System shall enable IVR ports which will allow Eligible Electors to telephone the Telephone Voting Number and upon entering the elector's PIN, or a PIN and any other voting credential agreed upon by the Municipality and ISI, to vote in respect of each Voting Decision by Interactive Voice Response.
- c. The ISI System shall enable an internet enabled application through a Website Voting Address that will enable each Eligible Elector to connect to the Website Voting Address and upon entering that elector's PIN, or a PIN and any other voting credential agreed upon by the Municipality and ISI, to vote in respect of each Voting Decision by Internet Enabled Connection Service.
- d. Access to the ISI System via any voting telephone number and to the internet website address shall be restricted to only the times and dates set out in the Voting Window unless directed by the Election Officials to extend or reduce the Voting Window.
- e. The ISI System shall enable the Auditor to access the ISI System and cast auditing votes during the Voting Window which will be tracked through the voting system as auditing votes and removed from any final vote tally so as to obtain assurance that the ISI System is functioning properly.
- f. The ISI System shall enable Election Officials and/or the Auditor to have secure access to the combined tally of votes cast by Interactive Voice Response and Internet Enabled Connection Service after the close of the Voting Window.
- g. The ISI System shall enable ISI personnel to shut down the ISI System and, in such case, the prescribed message shall be recorded on the Interactive Voice Response and displayed on Internet Enabled Connection Service.
- h. The ISI System shall enable the Candidates and/or Candidates' Agents to have access to the Candidate Module, if such service is requested to be enabled by the Election Officials.

16. Obligations of the Municipality

- a. The Municipality shall:
 - i. Ensure that at all times it has a Contract Administrator ready, willing and competent to communicate with ISI on any issue relevant to this contract.
 - ii. Allocate appropriate resources with the necessary knowledge and authorization to work with ISI in defining tasks for all stages of activity leading up to and including Election Day(s); establish mutually agreed upon timelines for these tasks; coordinate all tasks assigned to the Municipality; provide all information required to configure the ISI system as early as possible in the overall event schedule. A draft project plan detailing some of these tasks will be provided.

- iii. **Supply at its cost appropriate equipment, as required, such as computer hardware, internet access, and telephone service at any, or all, polling stations or voter assistance centres.**
- iv. **Engage a qualified individual to conduct audit processes that have been agreed to by the Municipality and ISI and who will be responsible to render an official opinion as to the validity of the total voting process as conducted by ISI and the Election Officials.**

17. Obligations of ISI

a. ISI shall:

- i. **Arrange at its cost in consultation with the Municipality for a Telephone Voting Number capable of handling not less than such number of calls per minute as is specified by ISI based on the number of Eligible Electors;**
- ii. **Arrange at its cost in consultation with the Municipality for a Website Voting Address capable of handling not less than such number of connections per minute as is specified by ISI based on the number of Eligible Electors;**
- iii. **Provide the ISI System functioning in accordance with the Specifications set out in Clause 1 connected to the Telephone Voting Number and Website Voting Address to the Eligible Electors during the Voting Window;**
- iv. **Perform with diligence in a timely manner in accordance with generally accepted professional standards and practices recognized in the Information Technology Industry the Consulting Services described in Schedule "A";**
- v. **Abide by decisions of the Election Official and comply with instructions from the Auditor and Election Officials in respect to operations of the ISI system providing that such instructions and decisions do not adversely impact the operation or integrity of the ISI system;**
- vi. **Ensure that the voting instructions are available on the ISI System during the Voting Window;**
- vii. **Make available online to the Election Official and/or Auditor at the end of the Voting Window the results of votes cast for each candidate and question; and**
- viii. **Cause a duly qualified individual to meet with the Municipality at the offices of the Municipality in the event that any other communication is demonstrably ineffective to resolve any outstanding issues.**
- ix.

18. Ownership and Rights

- a. ISI shall maintain ownership of all intellectual property rights associated with the ISI System and the Municipality is only entitled to the data concerning the Election generated by the ISI System and the Municipality shall have no other rights in or further use of the ISI System.

19. Representations and Warranties

- a. ISI represents and warrants that:
 - i. Use of the ISI System as described in this Agreement does not infringe the intellectual property rights of any person;
 - ii. ISI has and will have full and sufficient right to supply the use of the ISI System during the Voting Window;
 - iii. ISI shall engage a national service provider(s) to provide a very high level of reliability, security, scalability and performance for a high volume transaction, mission critical solution; and
 - iv. ISI will destroy all formats of information relating to Voting Decisions upon receipt of instructions from the Election Official to do so.
 - v. The person(s) signing this contract are duly authorized to execute and deliver it on behalf of ISI and that it is a duly binding obligation of ISI.
- b. The Municipality represents and warrants that:
 - i. The Municipality has the authority and jurisdiction to engage ISI for the provision of the ISI System for its municipal election and that the person(s) signing this contract are duly authorized to execute and deliver it on behalf of the Municipality and that it is a duly binding obligation of the Municipality.

20. Force Majeure

- a. Either party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from an act of god, fires, floods, explosions, insurrection, war or riots, unusually severe weather, epidemics or quarantine restrictions, governmental priorities or allocations regulations or any cause beyond the reasonable control of the party including without limiting the generality of the foregoing, a failure of communication facilities, labor trouble or strikes by employees of telecommunications providers including suppliers of application software to ISI, and restraint by Court or public authority.

21. Limitation of Liability

- a. ISI's liability for damages howsoever caused, whether in contract or in tort, including negligence, shall be limited to the actual direct damages suffered by the Municipality and in no event shall ISI be able liable for any indirect, consequential or punitive damages of the Municipality or any other person. In any event, the


liability of ISI for the breach of any representation, warranty or covenant shall not exceed the total fee payable to ISI by the Municipality pursuant to this Agreement regardless of the number of claims.

THE Owner



Pamela Fettes, Director, Legislative Services/Clerk

CONTRACTOR



"I/We have the authority to bind the Corporation"

JANIS HOOD, VP DEVELOPMENT & OPERATIONS

SCHEDULE "A"
Base Services

ISI Base Services to be provided within the agreed upon fee. These services include:

- a) **Develop and manage a critical path plan for required activities in coordination with the Municipality;**
- b) **Management and coordination of telecommunications requirements designed to provide the elector with their choice of voting channel: internet, phone, or polling station (if offered by the municipality). Includes the activities associated with the telecommunications setup for electronic voting system; appropriate bandwidth; phone (IVR) ports; and website registration.**
- c) **Attending organizational committee meetings in the Municipality (subject to limit in clause (p) below);**
- d) **Assist in the development by the Municipality of educational materials for electors including creation of the elector instruction letter providing specific instructions on how to successfully use the electronic voting process.**
- e) **Assistance in the management of the electors list;**
- f) **Assistance with the format, design and secure delivery methods of personal identification numbers (PIN). Intelivote Systems will generate the PINs using the eligible voter population to determine the required PIN length and to determine the number of additional PINs required as spares. A unique PIN will be created for each Eligible Elector based on the initial voters list provided by the Municipality. In addition to the PIN, an Eligible Elector category is created and a file is produced to be used for production of elector Voter Letter mail-outs.**
- g) **Provision of a media spokesperson to address technology questions. Development and/or assistance with a media plan and a voter education plan that addresses the most common questions from both the media and members of the public. An Intelivote representative can speak directly with the media on any questions related directly to the Intelivote application. The Municipality is responsible for all advertising and marketing costs of the municipal election.**
- h) **Technical consultation to address specialized system requirements;**
- i) **Development and recording of voice scripts for the election;**
- j) **Website development and design including generation of a customized webpage (Landing page) for voters to link from to vote;**
- k) **Assisting the Municipality in addressing legislative issues and by-laws relating to elector notification.**
- l) **Customization and development of all activity associated with configuring the election such as: ward/district setup; candidate assignment; voice script recording; Elector List management; secure ID and password management; configuring and loading Voting Decisions (ie. type of race, sequence and presentation display), based on information to be provided by the Municipality.**
- m) **Assistance and guidance to Auditors, security personnel and Election Officials. A document will be provided which will outline the requirements for a regional centre (if required) to be used by the Election Officials and Auditor, provided that the Municipality shall provide any hardware and communication facilities required by the Auditors and Election Officials.**
- n) **Training for election Help Line staff;**

- o) Coordination for logistics for eVoting and assistance for the protocol to be followed for the voting event.**
- p) Onsite consulting for one or more individuals to work with the Municipality, at a location agreed upon by the parties, to deliver the services, training and consulting described in this Contract and in this Schedule "A", provided that travel and living costs not exceeding five (5) round-trips trips and not exceeding ten (10) person days of effort for delivering these services is included in the Base Service fee and the Municipality shall pay ISI for any additional travel and living costs and person days of services requested by the Municipality in accordance with Schedule "B". Pre-approval of all additional travel and expenses is required by the Municipality prior to ISI undertaking the effort or incurring any costs.**

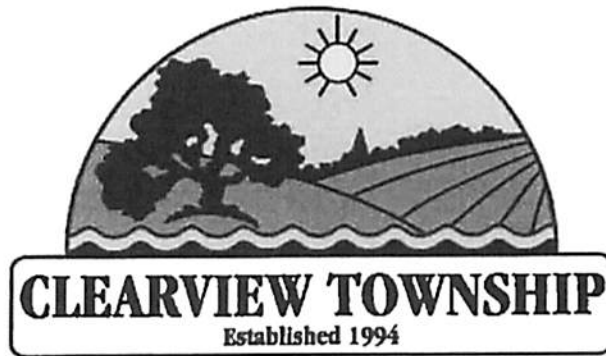
SCHEDULE "B"
Consulting Services

Additional consulting services that may be required by the Municipality in addition to those services provided in Schedule "A" will be provided at the following rates:

Intelivote Consultant - \$800/day plus applicable taxes

All travel and living expenses will be reimbursed to ISI at cost.

SCHEDULE "C"
Price proposal submitted by the Contractor
Dated December 6, 2013



Township of Clearview

**Request for Proposal CLK2013-002 for
Telephone/Internet Voting Services Provider**

2014 Municipal Elections

Proposal Pricing

December 6, 2013

Intelivote Systems Inc.
201 Brownlow Ave., Suite 25
Dartmouth, NS, B3B 1W5
Contact:
Dean Smith
(902) 481-1156
Dean.smith@intelivote.com



intelivote systems inc

Township of Clearview – RFP CLK2013-002
Telephone/Internet Voting Services Provider 2014 Municipal Election

1. Price and Vendor Teams/Sub-Contractors

This quote is based upon our current understanding of your requirement as per Section 1.4 Deliverables, to conduct a voting event. We have made the following assumptions.

1. The estimated number of eligible voters is 12,400.
2. Voting will be enabled by implementation of the eVoting solution, allowing voting over a 5 - 10 day period.
3. Electronic voting will be enabled for voters to cast ballots 24 hours a day over the duration of the voting period.
4. The Township will provide Voter HelpLine service staffed by its employees.
5. Creation and mail-out of the Personal Identification Numbers and Voter Instruction Letters required for electors to vote will be provided based upon the List of Electors provided by the Township.
6. Internet and telephone voting is in English and French (if required).

Intelivote eVoting rate (per eligible elector)	Estimated # Eligible Electors	Voter Letter Production & Postage Rate
\$1.75	12,400	\$1.05
eVoting Costs Summary		
Intelivote eVoting Solution	Electronic voting using the Internet and telephone, provided to the list of eligible electors maintained by the Township Includes project management, training, and support for the election staff.	\$21,700
Voter Instruction Letter	Cost of creation, production, supplies for producing and mailing the Voter Instruction Letter. This is based on a single page letter with black & white print . Includes the cost of first class Canada Post postage (\$0.65 for 2014) for the mail-out.	\$13,020
	Sub-total	\$34,720
	HST @ 13%	\$4,514
	Total	\$39,234
	Price if no election is held. 25% of the Intelivote eVoting Solution fee (25% x 19,250)	\$5,425
Optional Value Added Services		
eVoting Services - Policies and Procedures Documentation customized for Clearview as per MEA requirements.		No Charge
Creation of eVoting Service Accessibility Compliance Documentation at the end of the Election as required by the Province.		No Charge

Township of Clearview – RFP CLK2013-002
Telephone/Internet Voting Services Provider 2014 Municipal Election

A series of modules associated with the Intelivote system are included in the costing provided above, these ensure all the key stakeholders in the election process are provided with the information they require to perform their tasks in support of the election. Detailed descriptions and images are provided in Appendix G of the main proposal. These include:

- **Auditor Module – provides support for an independent third party to formally audit the voting and availability of the system during the election.**
- **Ballot Review module – provides the opportunity for election officials to review the spelling and audio quality of information appearing on the eVoting ballots prior to the election starting.**
- **Chief Electoral Officer (CEO) module – provides an interactive monitoring and reporting capability to review the activity of the voters as the election progresses.**
- **Voter Help module – provides assistance to voters who contact the HelpLine by allowing agents to review and query the status of a voter's activity. It is important to note that the agent can never see who a voter has cast their ballot for.**
- **Voter Help Supervisor module – provides supervisory administration and management of the Voter HelpLine agents and their activities.**
- **Enumerator module – provides the election officials the opportunity to add eligible electors to the Electors List during a defined enumeration period.**
- **Deputy Returning Office (DRO) module – provides the DRO the capability to manage the voters appearing at a manual polling location by providing a capability to lookup voters, review their status within the eVoting system and strike them off the official list when a paper ballot is issued.**
- **Candidate module – offers candidates the opportunity to review and track voter "attendance" whether they are using electronic voting or manual voting and assists them in "getting the vote out".**
- **Voter module – facilitates voters casting their ballots using either a phone or an Internet enabled device.**

I, the undersigned, have carefully read and examined the entire set of Request for Proposals document and understand the requirements to be met under this contract. I, for the prices set forth in this Submission, hereby offer to provide the service and system as required herein for the 2014 municipal election at the above prices.

Notes:

- 1. The Owner shall pay 10% of the price per Voter upon execution of this Agreement and 40% on September 1, 2014. The balance of the contract shall be paid 14 days after Election Day. (This shall apply to a regular contested election.)**
- 2. Should there be no election; the Vendor will be paid 10% of the price per Voter upon execution of this Agreement and the balance upon the Clerk's notice of no election.**

**Township of Clearview – RFP CLK2013-002
Telephone/Internet Voting Services Provider 2014 Municipal Election**

VENDOR TEAMS/SUB-CONTRACTORS: (If none, indicate NIL)

The Vendor shall list the names of all other Vendor team members to be used in the execution of this election:

Vendor Team Member	Company Name & Contact Name	Address of Vendor Team Member & Phone Number
Dean Smith	Intelivote Systems Inc. Contact: Janet Hood	25 – 201 Brownlow Ave., Dartmouth, NS (902) 481-1156
Janet Hood	Intelivote Systems Inc. Contact: Dean Smith	25 – 201 Brownlow Ave., Dartmouth, NS (902) 481-1158
Brian Young	Intelivote Systems Inc. Contact: Janet Hood	25 – 201 Brownlow Ave., Dartmouth, NS (902) 468-0367
Bernie Butler	Intelivote Systems Inc. Contact: Janet Hood	25 – 201 Brownlow Ave., Dartmouth, NS (902) 468-0347
Daryl Robertson	Intelivote Systems Inc. Contact: Janet Hood	25 – 201 Brownlow Ave., Dartmouth, NS (902) 468-0263
Vanessa Bonhomme	Intelivote Systems Inc. Contact: Janet Hood	25 – 201 Brownlow Ave., Dartmouth, NS (902) 481-9582
Jennifer Hood	Intelivote Systems Inc. Contact: Janet Hood	25 – 201 Brownlow Ave., Dartmouth, NS (902) 702-0215
Alex Vaughan	Intelivote Systems Inc. Contact: Janet Hood	25 – 201 Brownlow Ave., Dartmouth, NS (902) 468-0343
Lindsay Smith	Intelivote Systems Inc. Contact: Janet Hood	25 – 201 Brownlow Ave., Dartmouth, NS (902) 468-0022
Vincent Werlen	Gilmore Doculink Contact: Stan Papadimitriou	120 Herzberg Road, Kanata, ON (613) 591-1560

I have received and allowed for Addenda number 1 & 2 in preparing my RFP.

I have received and understand the requirements of this document and submit this list of Vendor Teams/Sub-contractors and costing.

Intelivote Systems Inc.

Company Name

Dean Smith

Print Name



Signature

President & Founder

Title

25 – 201 Brownlow Ave., Dartmouth

Street Address

(902) 481-1156

Telephone No.

Nova Scotia

Province

(902) 481-0402

Fax No.

B3B 1W2

Postal Code

Dec. 6, 2013

Date