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City of Temiskaming Shores  
Request for Proposal  
CS-RFP-004-2025

2026 Municipal Election Internet and Telephone Voting Services

City of Temiskaming Shores  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario  
P0J 1K0

## 1. Objective

This Request for Proposal (RFP) invites qualified service providers to submit proposals for the provision of internet and telephone voting system services for the 2026 Municipal and School Board Elections, in accordance with the Ontario Municipal Elections Act, 1996. The selected provider will be responsible for delivering a complete, end-to-end election solution. This will include but is not limited to the training of municipal staff on how to operate internet and telephone voting system services, and consistent monitoring of these services before, during and after the election has been completed.

All services provided must comply with, and where possible exceed, the accessibility requirements under the Accessibility for Ontarians with Disabilities Act (AODA), ensuring equitable access for all electors.

## 2. Background

Located at the head of Lake Temiskaming, Temiskaming Shores is located in North-eastern Ontario, near the Quebec border. Temiskaming Shores has a population of approximately 9,630, according to the 2021 census. The City of Temiskaming Shores is governed by a seven-member Council comprised of 6 Councillors and 1 Mayor. The City also has various Committees of Council, with members appointed by Council.

In the 2022 Municipal Election, the City of Temiskaming Shores employed a hybrid voting model, combining traditional paper ballots with tabulators, and internet and telephone voting. Following success and voter satisfaction with the alternative voting options, Council has approved internet and telephone voting services only for the 2026 Municipal Election.

In 2022, the voter turnout for the City of Temiskaming Shores was:

<b>Voter Turnout</b>	<b>Number</b>	<b>Percentage (%)</b>
Eligible Voter's	8,113	
Total Ballots Cast:	3,346	
<b>Total Voter Turnout</b>	<b>41.24%</b>	
Advance Poll (In-Person: Paper only)	436	13%
Online	1,762	52.7%
Telephone	114	3.3%
Voting Day (In-Person: Paper only)	1,034	31%

It is anticipated that the voting period will begin 10 days in advance of Election Day, similar to the 2022 Municipal Election.

## 3. Definitions

- 3.1 **City:** means the Corporation of the City of Temiskaming Shores.
- 3.2 **Proponent(s)/ Bidder(s):** means all persons, partnerships or corporations who respond to the RFP and includes their heirs, successors and permitted assigns.
- 3.3 **Request for Proposal;** means this Request for Proposal (RFP) document including all schedules, parts and attachments, as issued by the City, including any addenda or amendments made to it after initial issue.

- 3.4 **Successful Proponent/ Bidder:** means the Proponent/Bidder whose RFP submission is/are accepted to who has/have agreed to supply the services, as outlined herein.

## 4. Submission

Bids must be submitted electronically, using the Electronic Bid Submissions Portal on the City's website:

<https://www.temiskamingshores.ca/city-hall/public-tenders/>

Submissions must be in **pdf format** and can be no larger than 50 MB.

Subject Line: CS-RFP-004-2025 "2026 Municipal Election Internet and Telephone Voting Services"

Addressed to: Logan Belanger, Clerk

Proponents will receive an automatic email response to indicate that the submission has been received, and to contact the Municipal Clerk for submission opening details. Contact the Clerk at 705-672-3363 ext. 4136 or at [clerk@temiskamingshores.ca](mailto:clerk@temiskamingshores.ca), should the Proponent not receive a confirmation email.

The City has no liability to the Proponent/ Bidder for any problems encountered, or failure of the Bidder to successfully submit a bid prior to the bid closing time and date. As such, allow sufficient time for a Bid Submission and attachment(s) (if applicable), to resolve any issues that may arise. Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is **received** by the City.

The closing date for the submission of Proposals will be at **2:00 p.m. local time on Thursday, September 25, 2025.**

- Late Proposals will not be accepted;
- Proposals by fax will not be accepted;
- Proposals by mail will not be accepted;
- Partial Proposals are not accepted;
- Proposals emailed directly to City staff will not be accepted;
- The City reserves the right to accept or reject any or all Proposals;
- The lowest priced Proposal will not necessarily be accepted;
- The City reserves the right to request clarification or supplementary information concerning a Proposal from any Proponent;
- The City reserves the right to enter into negotiations with a Proponent and any changes to the Proposals that are acceptable to both parties will be binding;
- The City reserves the right to confirm with the Proponent, a third party or references (whether provided in the Proposals or not), confirmation of any information provided by the Proponent in their Proposal.
- The Proposal shall be valid for 45 days from submission date.

The Form of Proposal must be signed in the space provided on the form, with the signature of the Bidder or responsible official of the firm bidding. If a joint Bid is submitted, it must be signed and addressed on behalf of both of the Bidders. Any alterations or cross-outs must be initialed in ink by the Bidder. Failure to do so may result in the rejection of the Bidder's Proposal by the City.

Line items and prices must be clearly indicated. The Bid must not be restricted by a statement added to the Proposal form or by a covering letter, or by alterations to the Proposal form, as supplied by the City of Temiskaming Shores unless otherwise provided herein.

HST Tax will be applicable to the supply of labour and equipment.

The City will not be held responsible for Proponent or third-party costs, claims, direct or indirect damages caused by the City exercising its rights reserved in this Section or otherwise expressed or implied in this RFP.

## 5. Questions

Any questions with respect to the specifications are to be directed to:

**Logan Belanger**

Municipal Clerk

City of Temiskaming Shores

325 Farr Drive

Temiskaming Shores, ON P0J 1K0

Phone: (705) 672-3363 ext. 4136

Email: [lbelanger@temiskamingshores.ca](mailto:lbelanger@temiskamingshores.ca)

It will be the Proponent's responsibility to clarify any details in question not mentioned in this Proposal by **Wednesday, September 17, 2025, 4:30 p.m. local time.**

To ensure fairness to all Proponents, any and all questions that require clarification or that may materially alter this RFP document will be responded to and shared with other Proponents via an addendum, as described herein. Questions received after this date and time will not receive a response. Proponents are notified that any errors or omissions in the proposal may render the proposal invalid.

## 6. RFP Schedule

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the City reserves the right to modify any or all dates at its sole discretion:

Deadline for Submitting Questions:	September 17, 2025, 4:30 p.m. local time
Deadline for Responding to Questions:	September 18, 2025, 2:00 p.m. local time
RFP Submission Date:	September 25, 2025, 2:00 p.m. local time
Report to Council Recommending RFP Award:	October 7, 2025
Presentation of By-law to Council:	October 21, 2025

## **7. Project Authority**

The Project Authority for issuance of the RFP is the Municipal Clerk for the City of Temiskaming Shores, reporting to the Chief Administrative Officer.

The awarding of the contract will be subject to the approval of City Council.

## **8. Scope of Work**

### **8.1 Overview**

The City requires services for the 2026 Municipal Election, including but not limited to:

- Internet and telephone voting services;
- Voter list management, and potentially interface with third party provider;
- Printing / sorting / mailing of Voter Information Letters;
- Training and support for election staff during the voting period;
- Provisions for the election website for electors to access the voting applications, including “how to” content for posting to municipal webpages, available in both English and French;
- election night close out assistance; and
- required reporting.

All of the requirements must be done in a manner that meets or exceeds the AODA requirements related to each area. The material, equipment and voting system shall be made available in both English and French.

### **8.2 Training**

The Successful Proponent shall provide detailed training for team members, and election workers, and must provide training manuals and tools to use the system.

### **8.3 Voter Data**

The City will provide a voter data list. A third-party provider may be used to assist in the validation and correction of the voter data.

### **8.4 Voter Data**

The City had 8,113 eligible voters in the 2022 Municipal Election.

### **8.5 Election Summary**

The following is a guide for the upcoming municipal election, but additional ballot requirements may exist that are not present at this time.

Municipal Election

Description	Elected Positions Available
Mayor	1
Councillor	6

School Board Trustee

School Board Trustee voting is based on the individual voter board based on their tax support. Therefore, only one school board shall appear on each voter ballot. The City has four (4) school board Trustees:

- District School Board Ontario North East
- Northeastern Catholic District School Board
- Conseil Scolaire Catholique De District Des Grandes Rivières
- Conseil Scolaire De District Du Nord-Est De L'ontario

School board results are forwarded to the appropriate board to be combined accordingly for each Trustee seat.

## 9. Pay for Service

For Pricing Considerations, the 2022 registered Voter quantities shall be utilized to provide an estimated contract value only. The actual amount will be based on the actual registered voters for the City.

Please describe any applicable credit options in the event there is one or more election seats that are acclaimed.

## 10. Presentations

The Successful Proponent would be required to conduct live (may be through virtual attendance) presentations as follows:

Meeting Description	Quantity
Detailed Presentation to Municipal Staff members/Election Workers	Maximum of Two (2)
All Candidates Night Presentation for election Candidates	One Central Location

## 11. Proposal Format

A complete digital file of each Proposal, must be received in accordance with the submission requirements described herein.

A Proponent who puts forth a Proposal will have all forms signed by an official authorized to bind the Proponent and will provide the name(s), title(s), and address and telephone number for the individual(s) to be contacted during the evaluation process.

To ensure similarity in the Proposal review, and to facilitate the comparison of competing Proposals by the evaluation team, bidders shall include the required material using the sections outlined below.

This information shall be provided to describe the type of information which is expected to be in the proposal. It is not the intention to discourage creativity on the part of the Bidder; however, it is important for the Proposal reviewers to be able to compare like types of material from among the various bidders.

If desired, documents may be attached to the Proposal which substantiates the Proposal claims. However, if there are references to support documents, then the precise page number, section number and title must be specified, so that it can easily be found for reference purposes.

The following Individual Sections are to be separated by topic and indexed accordingly:

1. Vendor Information

- Company History
- Information Technology Infrastructure
- Business Structure to absorb additional Customer Base
- Location(s)
- Personnel

2. Qualifications and Project Team

- Demonstrate Qualifications of Company
- Demonstrate Qualifications of Project team
  - Team members that support the Voting Process

3. Methodology and Approach

- Demonstrate Methodology and Approach to Voting System
- Customer Service Model for Elections
  - Voting Citizens
  - Municipal and Election Workers
- Training Approach
- Disaster Recovery Process and emergency safety features (i.e. dealing with a power outage, interruption to internet connectivity, etc.)

4. Voting System Completeness

4.1 *Functionality*

- Telephone System Process; including toll-free telephone access
- Internet System Process
- Other System Process
- Voter Verification of Vote Selection Prior to Submission
- Voter Confirmation of Completion
- Vote Cast Logging Verification
- Voting Options Verification and Control
- Under Voting ability and Confirmation for voters
- Voter Record Compliance
- Help System and Voter Support
- Voter List Updating and Change Logging
- Exporting of Voter List
- Exporting of Vote Data
- International Access for Out of Province Eligible Voters

- Any Additional Features (e.g. Short Satisfaction Survey Following Vote)

#### 4.2 *Personal Identification Number (PIN) Creation, Distribution and Security*

- Upload requirements of Voter Data
- Distribution Method of PIN to Voters
- PIN Printing Security and Destruction of Data
- PIN Updating / Deleting and enumerate Voter for new PIN creation
- Secure Personal Identification System, verification, and configurability
- Voter Information Verification to PIN
- PIN System Anonymous Voting
- PIN Status tracking and Disabling

#### 4.3 *Access and Technology Flexibility*

- Internet voting technology requirements and limitations
  - Internet requirements
  - Language Options
  - Plug in requirements (if applicable)
- Telephone voting system requirements
  - Options for repeating scripts
  - Language Options

#### 4.4 *Security*

- Security Features to prevent automated systems from Voting
- Voting Session Interruption and completion
- Privacy for Public Technology use
- Session Time Out Periods
- Fraud and Illegal Manipulation Prevention
- Validation Process of Election Data after Retention Period
- Other Security Features

### 5. AODA Compliance

- Demonstrate Voting system compliance with AODA requirements
- Demonstrate Reporting compliance with AODA including:
  - Voter List
  - Vote Record
  - Vote Results Detailed
  - Vote Results Simple
  - Re-tally as required by the Act
  - Vote Method Utilized
  - Other Reporting Options
    - Voter Demographics
    - Geographical

### 6. Auditing Functionality

- System Audit Logs
- Auditor Function and Capabilities

- Auditor Vote Casting and Controls

7. City Duties and Requirements

- Complete and Detailed outline of Requirements and Tasks required by City staff.

8. References / Previous Ontario Municipal Election Experience

- Provide a list of Ontario Municipalities who have used the Bidder's firm for the 2022 municipal election.
- Provide three (3) references/testimonials regarding the services being offered.

Note: The text for each new section is to commence on a new page.

## 12. Security Clearance

Proponents shall submit a letter of commitment to provide, upon entering into an Agreement with the City, a criminal check of each member of the team that will be involved throughout the whole election process.

## 13. Proposal Evaluation

Proposals will be evaluated on the basis of the information provided by the Proponent; additional clarification may be requested if necessary.

Representatives from the City will evaluate each of the Proposals received in accordance with the evaluation criteria as set out below. The City of Temiskaming Shores reserves the right in its evaluation of the proposal to consider all pertinent criteria whether or not such criteria are contained in the Request for Proposals. The City reserves the right to enter into further discussions to obtain information that will allow them to reach a decision with a Proponent, and to waive irregularities and omissions if, in doing so, the best interest of the City will be served.

The evaluation criteria will be based on a multi-step system:

### Step One - Core Requirements

Proposal submissions will be evaluated based on the submission information meeting the core requirements of the goods and/or services that are part of this Request for Proposal. The requirements listed below must be clearly met within the documentation of the proposal. Stating it can be done or has been done, will not constitute clearly meeting the requirement without proven background information demonstrating the vendor capabilities.

This table will be completed by the Evaluation team during Step One of the process:

Core Requirement	Compliant	Bid Rejected
Proposal meets the minimum requirements of the Request for Proposal		
Letter of Commitment to provide Criminal Background check for each member of the team that will be involved throughout the whole election process.		

Step Two – Evaluation Criteria Technical Scoring

The second step of the evaluation process will only involve those proposals that the City has deemed acceptable from Step One of the process.

The second step is to establish the awarding of the proposal on a numerical scoring system. Proposals will be assigned a score for each category as follows:

Category	Weight	Points	Maximum Total Points
1: Vendor Information	5	10	50
2: Qualifications and Project Team	5	10	50
3: Methodology and Approach	5	10	50
4: Voting System			
4.1 Functionality	10	10	100
4.2 Personal Identification Number Creation, Distribution and Security	9	10	90
4.3 Access and Technology Flexibility	8	10	80
4.4 Security	10	10	100
5. AODA Compliance and Reporting	8	10	80
6. Auditing Functionality	5	10	50
7. City Duties and Requirements	5	10	50
8. References / Previous Ontario Municipal Experience	5	10	50
<b>Technical Sub-Total</b>	<b>75</b>		<b>750</b>
Financial Threshold (in order to be considered for continued evaluation the scoring must exceed the noted threshold. Minimum Requirement 585 in Technical Scoring)			
Financial	25	10	250
<b>Final Total</b>	<b>100</b>		<b>1000</b>

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

Step Three – Financial

Only submissions meeting minimum threshold requirement in Technical Scoring will have the financial evaluation completed.

If the minimum threshold is reached, financial points will be assigned by the following:

Cost estimates are evaluated for completeness with the lowest scored 10 points, next 8 points, etc. If more than 5 proposals are received, then only the 5 lowest bids are to receive points, and the remaining higher bids will be given 0.25 points. Prices within a small differential will be scored as equal.

## **14. Infringement**

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

## **15. Goods, Materials and Equipment Suitable for Use**

The Proponent represents and warrants that the work while performing within the scope of this Proposal will be of a proper quality, free from any defect in material and workmanship, and shall be in full conformity with all other requirements of the agreement(s).

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

## **16. Amendments**

The City at its discretion reserves the right to revise this RFP up to the final date for the deadline for receipt of proposals. The City will issue changes to the RFP Documents by addendum only. No other statement, whether oral or written, made by the City will amend the RFP Documents. The City will make every effort to issue all addenda no later than the seventh (7<sup>th</sup>) day prior to the closing date. If an addendum is issued within seven days of the closing date, the bid submission date will be moved accordingly.

The Proponent shall not rely on any information or instructions from the City or a City representative except the RFP Documents, and any addenda issued pursuant to this Section.

The Proponent is solely responsible to ensure that it has received all addenda issued by the City. The Proponent shall acknowledge receipt of all addenda on the Form of Proposal. Failure to complete the acknowledgement may result in rejection of the proposal.

The City makes no promise or guarantee that addenda will be delivered by any means to any Proponent. By submitting a proposal submission in response to this RFP, the Proponent acknowledges and agrees that the addenda shall be posted on [www.temiskamingshores.ca](http://www.temiskamingshores.ca) and it is the sole responsibility of the proponent to check this web site for said addenda. The City reserves the right to withdraw or cancel this Request for Proposal without notice.

## **17. Proposal Withdrawal or Amendment**

Proponents may amend or withdraw their proposal, provided such withdrawal or amendment is received prior to the closing deadline. A Bidder who has already submitted a Proposal may submit a further Proposal at any time up to the official closing time; the last Proposal received shall supersede and invalidate all Proposals previously submitted by the Bidder for this RFP. A bid may be withdrawn at any time up to the official closing time by letter on original letterhead bearing the same signature as in the bid submission.

## **18. Right to Accept or Reject Submissions**

The City does not bind itself to accept any proposal and may proceed as it, in its sole discretion, determines, following receipt of the proposals. The City reserves the right to accept any proposal in whole or in part or to discuss with any respondent different or additional terms to those envisaged in this RFP or in such respondent's proposal.

The City reserves the right to:

1. accept or reject any or all of the proposals;
2. if only one proposal is received, elect to reject it;
3. reject as informal any proposal that is received late or is incomplete or otherwise fails to comply with the requirements of the RFP;
4. elect not to proceed with the projects as it so determines in its sole and absolute discretion; and/ or
5. to waive irregularities and formalities at its sole and absolute discretion.

## **19. Solicitation**

If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any Mayor, Councillor, officer or employee of the City with respect to the RFP, whether before or after submission of the proposal, the City shall be entitled to reject or not accept the RFP submission.

## **20. Subcontracting**

Unless otherwise provided in the agreement(s), the Proponent shall obtain the consent of the City in writing prior to subcontracting or permitting the subcontracting of any portion of this Proposal to any other company or organization, including, but not limited, to the printing of the Voter Letters and envelopes.

The Successful Bidder hereby understands and agrees that any or all Subcontractors/ Carriers hired to perform within the scope of this Proposal are subject to all terms and conditions stated within, including and not limited to insurance requirements, and the Successful Bidder shall be held accountable.

The Successful Bidder shall ensure that all Subcontractors/ Carriers selected have experience in the Subcontract work described within the Proposal documents, and that they will execute their work with competence and within the required time frame.

The City reserves the right to reject a proposed Subcontractor/ Carrier for reasonable cause. Upon such rejection, the Bidder will be required to propose an alternate Subcontractor/ Carrier and to identify any resulting change to the Bid Price. This change can affect the status of the low Bid, and may result in a different Bid becoming low.

A list of Sub-Contractors that the Contractor proposes to employ in completing the required work outlined in this Proposal shall be included in the documents submitted. The Contractor shall not show "Own Forces" in their list of proposed Subcontractors, except where the Bidder's intent is to employ the Bidder's own qualified on-staff personnel to perform such work.

## **21. Independent Contractor Status of Proponent; Declaration of Conflicts**

The Proponent fully acknowledges that in providing a Proposal, it provides such as an independent contractor and for the sole purpose of potentially providing services and/or goods to the City.

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

Neither the Proponent nor any of its personnel are engaged as an employee, servant or agent of the City. Any potential conflicts of interest in which a Proponent may have with the City or any employee of the City will be identified and described in detail in the proposal of each proponent (Conflict of Interest Declaration attached hereto).

## **22. Workplace Safety and Insurance Act**

The Proponent is required to comply with all the regulations of the WSIB in while performing within the scope of this Proposal, and all persons employed on or in connection therewith, and shall furnish a Certificate of Clearance from the Board to the City, and maintain good standing with the W.S.I.B. throughout the Agreement period.

## **23. Insurance Requirements - Liability, Automotive and Non-Owned Automobile Insurance**

The Proponent will provide the City with evidence of the required insurance prior to the commencement of an Agreement. Such evidence will be in the form of a completed Certificate of Insurance acceptable to the City.

1. The Successful Proponent shall provide, maintain, and pay for the insurance coverage described below, including coverage for all their respective officers, directors and employees and shall deliver to the City before the commencement services, and thereafter from time-to-time as reasonably required by the City, insurance certificates or other similar evidence satisfactory to the City that the insurance required to be provided by the Successful Proponent under this Agreement is in force.
  - a) Commercial General Liability Insurance - On an occurrence basis having a limit of not less than \$5,000,000 million inclusive for any one occurrence and with \$5,000,000 Annual Aggregate for products and completed operations, and insuring against claims for injury, including death, and for property damage arising out of the operations of the Successful Proponent under an Agreement with the City. Coverage must be for the entire agreement period, or as stated in the Agreement and shall include, where applicable:

- i. liability for premises and operations;
- ii. owners and contractors protective liability;
- iii. cross liability / severability of interests;
- iv. liability arising out of products (either manufactured or supplied) and completed operations;
- v. broad form property damage, including completed operations;
- vi. blanket written contractual liability;
- vii. unlicensed mobile equipment;
- viii. contingent employers' liability;
- ix. employees of others hired or on loan by Contractor/Consultant or on loan to the Contractor/Consultant as insured.

This Commercial General Liability policy shall expressly state that it is primary as to any other insurance available to the City, but solely with respect to liability arising out of the Successful Proponent's Services.

- b) Professional Liability Insurance- if applicable, having a limit of \$2,000,000 million inclusive any one claim and in the aggregate covering liability arising directly or indirectly from any error, omission or negligent act in the performance of professional services.
2. The policies for the insurance described in this Certificate of Insurance shall be provided by the Successful Proponent shall be endorsed as follows:
- a) Additional Insured: The Commercial General Liability insurance policy shall define "additional insured as the City and its elected and appointed officials, officers, employees, volunteers, and agents but only with respect to the Services of the Contractor/Consultant under this Agreement."
  - b) Waiver of Subrogation: The Commercial General Liability insurance policy shall include an endorsement under which the insurer waives any right of subrogation it may have against the City and its elected and appointed officials, officers, employees and agents.
  - c) Notice of Cancellation or Modification: Other than the Professional Liability insurance and the Workers' Compensation insurance, each policy shall contain an endorsement in substantially the following form:
    - i. "Unless The City has expressly waived this provision in writing, the coverage provided by this policy will not be cancelled, materially changed or amended, until 15 days after written notice of that cancellation, change or amendment has been given to The City.
    - ii. The Professional Liability Insurance policy shall include an endorsement in substantially the following form: "Unless the City has expressly waived this provision in writing, the coverage provided by this policy will not be cancelled, until 30 days after written notice of that cancellation has been given to the City."

### 3. Deductibles

All insurance required to be obtained under this Agreement shall be placed with insurers which are satisfactory to the City, licensed and approved by the Province of Ontario, and of current investment grade.

### 4. Claim Deductibles

The Successful Proponent shall pay the full deductible amounts if there is a claim against any policy of insurance to be provided by the Successful Proponent under this subsection of this Agreement.

### 5. Compliance

Failure to comply or the full compliance with the requirements for insurance coverage of the kinds and with the limits stated in this Agreement shall in no way act to relieve the Successful Proponent from its obligations under this Agreement. The Successful Proponent may obtain insurance having greater limits and providing other forms of coverage as the Successful Proponent deems prudent to protect itself under this Agreement.

### 6. Notice of Claims

If, at any time during the performance of the Services as described in Certificate of Insurance, the Successful Proponent becomes aware of a claim or potential claim against any insurance policy of this Certificate of Insurance, then the Successful Proponent will immediately advise the City in writing of such claim, including particulars.

## **24. Technology Errors and Omissions Insurance and Data Liability/ Network Security Coverage**

Coverage shall be purchased in an amount not less than \$5,000,000 million and coverage shall be underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall include coverage for claims resulting from network risks such as data breaches, unauthorized access, theft of confidential information, invasion of privacy, destruction, alteration or damage to electronic information, intellectual property infringement such as copyright, trademarks, service marks and trade dress. The policy shall be renewed for 3 years after contract termination. Evidence of coverage must be provided to the municipality. If the policy is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be provided to the City. The City has the right to request that an Extended Reporting Endorsement be purchased by the contractor at the contractor's sole expense.

## **25. Indemnification and Hold-Harmless Clause**

The Successful Proponent shall defend, indemnify and save harmless the City its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Successful

Proponent, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor/Consultant in accordance with this Agreement and shall survive this Agreement.

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

## **26. AODA Compliance**

The Bidder shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations thereunder with regard to the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005, the Bidder shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities. The Bidder acknowledges that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the City of Temiskaming Shores must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

## **27. Freedom of Information**

Upon submission, all proposals become the property of the City and will not be returned to the proponents. Proponents must be aware that the City is a public body subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act. The City may, at any time, make public the names and bid prices of all respondents. Proposals will be held in confidence by the City, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, or unless otherwise required by law.

Any proprietary or confidential information contained in the proposal should be clearly identified.

## **28. Nature of Request for Proposal**

This RFP does not constitute an offer of any nature or kind whatsoever by the City to the Proponent.

## **29. Preparation of Proposals**

All costs and expenses incurred by the Proponent relating to its Proposal will be borne by the Proponent. The City is not liable to pay for such costs and expenses, or to reimburse or to compensate the Proponent in any manner whatsoever for such costs and expenses under any circumstances, including the rejection of any or all proposals or the cancellation of this RFP.

### **30. Finalizing Terms**

This RFP will not constitute a binding agreement, but will only form the basis for the finalization of the terms upon which the City and the Successful Proponent will enter into the contract documentation, and does not mean that the Successful Proponent's proposal is necessarily totally acceptable in the form submitted. After the selection of the Successful Proponent's proposal, the City has the right to negotiate with the Successful Proponent and, as part of that process, to negotiate changes, amendments or modifications to the Successful Proponent's proposal without offering the other proponents, the right to amend their proposals.

### **31. Commitment to Negotiate**

The Successful Proponent shall execute any documentation, drafted in accordance with the terms of the Successful Proponent's proposal and any subsequent negotiations, within thirty (30) days of the date of notification of the Successful Proponent's selection.

Proponents not initially selected as the Successful Proponent hereby commit themselves, subject to notification by the City to execute documentation as aforesaid up to sixty (60) days following the date of submission of their proposals.

### **32. Agreement**

A written agreement, prepared by the City shall be executed by the City and the Successful Proponent if the terms are mutually agreeable to all Parties. There is no guarantee that City Council will enter into any Agreement.

If required, the Successful Proponent shall comply with all provisions of the rules, regulations and orders of the Federal, Provincial and Municipal Government Agencies applicable to the work under this Agreement. It shall be the obligation of the contractor to keep him or herself informed of these Government Regulations.

### **33. Performance**

Any undue delays in the execution of the work and/or costs incurred by the City due to inefficiencies in performance on behalf of the Successful Proponent shall be deemed to be the responsibility of that Proponent and as such, any and all costs, as deemed appropriate and reasonable compensation for the City, will be assessed to the Successful Proponent.

### **34. Conflict Resolution**

This Agreement is based upon mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, both parties, with a commitment to honesty and integrity, agree to the following:

- 1) That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfil its obligations; and that each will cooperate in the common endeavour of the contract;
- 2) Both parties to this Agreement shall attempt to resolve all claims, disputes and other

matters in question arising out of or relating to this Agreement or breach thereof first through negotiations between the Successful Proponent's representative and the City or representative by means of discussions built around mutual understanding and respect;

- 3) Failing resolution by negotiations, all claims, disputes and other matters in question shall attempt to be resolved through mediation, under the guidance of a qualified mediator;
- 4) Failing resolution by mediation, all claims, disputes and other matters in question shall be referred to arbitration;
- 5) No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the City or the Successful Proponent;
- 6) The award of the arbitrator shall be final and binding upon the parties;
- 7) The provisions of the Arbitration Act, 1991 S.O. 1991, Chapter 17 shall apply.

### **35. Cancellation**

Nothing herein shall be construed as giving the Proponent the right to carry out the terms and requirements of the tasks contemplated under this RFP or the Agreement beyond the time when such services become unsatisfactory to the City. In the event that the Proponent shall be discharged before all the services contemplated hereunder have been completed, or the services are for any reason terminated, stopped or discontinued because of the inability of the Proponent to serve under this Agreement, the Proponent shall be paid only goods and/or services which shall have been satisfactorily completed at the time of termination.

Should the City or the Successful Proponent wish to terminate the Agreement, he/she shall provide written notice of the termination not less than 90 days from the date of termination. Failure to maintain the required documentation during the term of the Agreement may result in suspension of the work activities and/or cancellation of the contract.

### **36. Indemnification**

The Successful Proponent shall indemnify and hold harmless the City, its elected and other officials, officers, employees, agents, servants, representatives, and volunteers from and against any and all liability, loss, claims, demands, legal proceedings, expenses, including but not limited to legal expenses (hereinafter collectively referred to as the "Claims"), when the Claims arise wholly or in part, directly or indirectly, as a result of any wrongful, blameworthy, or negligent acts or omissions, or breach of any terms of this Agreement by the Successful Proponent, or its officers, directors, employees, sub-contractors, agents, representatives or volunteers in the course of providing services pursuant to this Agreement.

This indemnity shall survive the termination, completion, or expiry of this Agreement, and in particular any risk that further Claims against the City are made after the termination, completion, or expiry of this Agreement, such risk is assumed entirely by the Successful Proponent.

### **37. Unenforceable Provisions**

Should any provision of this document be deemed unenforceable by a court of law, all other provisions shall remain in effect.

### **38. Force Majeure**

It is understood and agreed that the Successful Proponent shall not be held liable for any losses resulting if the fulfillment of the terms of the Agreement shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other cause not within the control of the Successful Proponent and which by the exercise of reasonable diligence, the Successful Proponent is unable to prevent. Should the performance of any contract be delayed or prevented herein set forth, the Successful Proponent agrees to give immediate written notice and explanation of the cause and probable duration of any such delay and to provide written notice as to when Contract obligations resume. In any case, such delay shall not exceed the length of time of the interruption/disruption.

### **39. Errors & Omissions**

It is understood, acknowledged and agreed that while this Proposal includes specific requirements and specifications, and while the City has used considerable efforts to ensure an accurate representation of information in this proposal, the information is not guaranteed by the City to be comprehensive or exhaustive. Nothing in the proposal is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the proposal. There will be no consideration of any claim, after submission of proposals, that there is a misunderstanding with respect to the conditions imposed by the Proposal and/or Agreement.

**City of Temiskaming Shores**  
**CS-RFP-004-2025 2026 Municipal Election Internet and Telephone**  
**Voting Services**

**Form of Proposal**

Proponent's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I,

\_\_\_\_\_  
(Registered Company Name/Individuals Name)

Of,

\_\_\_\_\_  
(Registered Address and Postal Code)

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

We/I hereby offer to enter into an agreement for the supply of services, as required in accordance to the Proposal for a price of (must be CDN funds):

Description	Unit Cost	Est. Voter Quantity	Total (without HST)
<b>Internet/Telephone Voting Service:</b> Price per registered voter	\$	8,113	\$
<b>Voter Instruction Letter:</b> Cost of creation, production and supplies for producing and mailing a <u>bilingual</u> letter (English and French)	\$	8,113	\$
Detail/ breakdown of any and all additional costs (details to be attached).	\$		\$
<b>Subtotal</b>			
<b>HST</b>			
<b>Total</b>			

\_\_\_\_\_

**Acknowledgement of Addenda**

I/We have received and allowed for ADDENDA NUMBER \_\_\_\_\_ in preparing my/our proposal.

Bidder's Authorized Official:

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Title:

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Signature:

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Date:

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**Form 1 to be submitted.**

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**City of Temiskaming Shores**  
**CS-RFP-004-2025**  
**2026 Municipal Election Internet and Telephone Voting Services**

**Non-Collusion Affidavit**

I/ We \_\_\_\_\_ the undersigned am fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices proposed in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

**Form 2 to be submitted.**

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**City of Temiskaming Shores**  
**CS-RFP-004-2025**  
**2026 Municipal Election Internet and Telephone Voting Services**

**Conflict of Interest Declaration**

Please check appropriate response:

☐ I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Proposal submission or performing/providing the Goods/Services required by the Agreement.

☐ The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's Proposal submission or the contractual obligations under the Agreement.

List Situations:


In making this Proposal submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the RFP process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Signature: \_\_\_\_\_

Bidder's Authorized Official: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

**Form 3 to be submitted.**

\_\_\_\_\_

**City of Temiskaming Shores**  
**CS-RFP-004-2025**  
**2026 Municipal Election Internet and Telephone Voting Services**  
**Accessibility for Ontarians with Disabilities Act, 2005 Compliance**  
**Agreement**

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Name: \_\_\_\_\_ Company Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

I, \_\_\_\_\_, declare that I, or my company, are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the *Accessibility for Ontarians with Disabilities Act, 2005*.

I, \_\_\_\_\_, declare that I, or my company, are not in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the *Accessibility for Ontarians with Disabilities Act, 2005*, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, a link to a free e-learning course module called Serve-Ability, Transforming Ontario's Customer Service is available at [www.gov.on.ca/mcss/serve-ability/splash.html](http://www.gov.on.ca/mcss/serve-ability/splash.html).

Date: \_\_\_\_\_

**Form 4 to be submitted.**

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**City of Temiskaming Shores**  
**CS-RFP-004-2025 2026 Municipal Election Internet and Telephone**  
**Voting Services**

**List of Proposed Sub-Contractors**

A list of Sub-Contractors that the Contractor proposes to employ in completing the required work outlined in this Proposal must be included in the Proposal documents submitted.

Name	Address	Component

I / We verify that the information provided above is accurate and that the individuals are qualified, experienced operators capable of completing the work outlined in this Proposal document.

Dated at: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ , 2025.

Signature: \_\_\_\_\_

Bidder's Authorized Official: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

**Form 5 to be submitted.**

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