

**CORPORATION OF THE TOWN OF INGERSOLL  
BY-LAW NO. 10-4538**

**A by-law to enter into an Agreement with Data Fix  
As the service provider for the 2010 Election**

**WHEREAS** the Corporation of the Town of Ingersoll desires to undertake alternate voting for the 2010 Municipal Election;

**AND WHEREAS** Council desires to enter into an agreement with Data Fix to provide an Internet-based application for the 2010 Municipal Election;

**NOW THEREFORE** the Council of The Corporation of the Town of Ingersoll enacts as follows:

- (1) That the Mayor and the Clerk are hereby authorized to execute an agreement with Data Fix. and to affix the seal of The Corporation of the Town of Ingersoll hereto.
- (2) That a copy of the said agreement shall be annexed to and form part of this by-law.

**READ** a first and second time in Open Council this 8th day of March, 2010

**READ** a third time in Open Council and passed this 8<sup>th</sup> day of March, 2010.

**THE CORPORATION OF THE TOWN OF INGERSOLL**

\_\_\_\_\_  
**Paul Holbrough, Mayor**

\_\_\_\_\_  
**Elaine Clark, Clerk**



**This Memorandum of Understanding is made in duplicate this 5<sup>th</sup> Day of February 2010.**

Between:

**The Town of Ingersoll**

- And -

Comprint Systems Inc., carrying on business as DataFix

Hereinafter "DataFix"

**For Municipal VoterView (MVV) Services**

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## **1. Introduction**

Municipal VoterView is an Internet-based application designed to provide municipal elections officials with an electronic view of their electoral information including the ability to make corrections to the list, to access various voter counts needed for electoral planning, and the capability to provide an electronic copy of all changes to the Municipal Property Assessment Corporation at the end of the electoral event.

Through its Municipal VoterView (MVV) Application, DataFix is continuing to provide the highest level of service with respect to managing electoral information in support of municipal elections.

## **2. Purpose**

This Memorandum of Understanding is intended to identify and confirm the service levels and support technology requirements of the MVV Application.

## **3. Description of Services/Hosting Environment**

*The MVV Application services for the Town of Ingersoll will consist of Web Hosting, List Management and Vote by Mail.*

### *3.1. Web Hosting*

As a web-based application, MVV has the advantage of ubiquitous accessibility—all that is required to use MVV is an Internet connection and a recent web browser. MVV supports Microsoft Internet Explorer and Firefox. The MVV system has been optimized for a screen resolution of 1024x768 or higher, but will function properly with lower resolutions.

### *3.2. List Management*

At a high level, the MVV application simplifies the process of searching for specific voters with the ability to add, change, delete or move voters as required. In addition, the MVV application provides a number of electoral related reports to support election planning and a suite of data cleansing utilities to identify potential inaccuracies on the list.

The MVV Application functions and features are as described and demonstrated as part of the on-line demo/viewing of the product. More comprehensive details of these features are contained in the On-line User Manual.

### 3.3. *Vote by Mail*

DataFix will produce, through its partner Doculink Canada, a voter kit for each elector contained on the voters' list for the Town of Ingersoll.

#### 3.3.1. *The Voter Kit*

Each Voter kit will consist of the following:

- a) Outer Envelope – 24 lb white wove 4 1/8 x 9 1/2 with double window printed black
- b) Return Envelope – 24 lb. Canary (yellow) 4" x 9" with double window printed black
- c) Secrecy envelope – 24 lb white wove 3.75" x 8.75" non-window printed black
- d) Ballot – 8.5" x 11" printed on 50 lb offset
- e) Voter declaration – 8.5" x 11" 50 lb offset with horizontal perforation

**Note:** Customized Voter Kits may be subject to additional fees.

## 4. **Responsibility of the Municipality**

To guarantee that mail items are processed and deposited with Canada Post to meet the in-house delivery dates, a number of items are required by DataFix to prepare the voter kits. All of these requirements along with their cut-off dates will be posted in the MVV application. To ensure a smooth transition it is imperative that these dates are respected.

It is the Town of Ingersoll's obligation to provide all the postal requirements outlined below as well as meet the cut-off dates posted in the MVV application.

Requests received after the cut-off dates may be subject to additional processing fees.

### 4.1. *Artwork for Postal Indicia/Canada Post customer number*

The Town of Ingersoll will be responsible for providing to DataFix, the following Canada Post items to create the Voter kits:

- Business Reply Permit: A Canada Post approved artwork and permit number for use on the yellow Business Reply Envelope

- Standard Lettermail and/or Incentive Lettermail Customer Number and Agreement Number for mailing the Voter kits

**Note:** You will be invoiced directly by Canada Post for all your postage usage, i.e. outgoing and the return of business reply mail items.

Please verify with Canada Post that your Lettermail account payment details are up to date.

#### 4.2. Camera Ready Artwork

The Town of Ingersoll is responsible for providing DataFix with the required Camera Ready Artwork of its municipal logo as well as the return address to be displayed on the voter kit. All artwork must be provided electronically and must meet the required specifications.

*The municipal logo and return address will be printed in black and white.*

#### 4.3. Blank Kits Request

Requests for blank kits and appropriate volumes must be provided to DataFix by the specified due date. Requests received after the cut-off dates may be delayed since priority will be given to the processing of the outgoing mail kits.

#### 4.4. Mail Drop Date Selection

Request for mail drop dates and cut-offs will be posted in the MVV application. Mail drop date selection will be granted on a first come first served basis. Requests received after the cut-off date will be assigned the next available print window.

**Note:** DataFix will ensure that all mail items are deposited with Canada Post to meet the in-house delivery dates.

### 5. Other Available Services

The MVV Application Services also include: Internet Voter Lookup (IVL); Mobile/Electronic Voter Strikeoff; and Election Worker Management.

Following is a description of these additional services:

### *5.1. Internet Voter Lookup (IVL)*

The IVL service will allow voters within a Municipality to check the Voters' list to ensure they are registered to vote as well as determine their voting location. Based on a query from a voter, a "Yes" or "No" confirmation will be provided. In addition, the polling location for the address they specify will also be provided.

The URL for the IVL service will be that of the Municipality and there will be no reference to DataFix. The IVL service will accept HTTP Get, HTTP Post or SOAP requests.

DataFix will provide the Municipality the following for the Internet Voter Lookup:

- a) A user interface for the IVL service to be operated by the Municipality and from the Municipality's own Website.
- b) Database maintenance.
- c) Query results presented in an XML format.
- d) Example code for the initial set of the IVL on the Municipality website.
- e) Appropriate passwords for operating the IVL service.

The Municipality will be responsible for creating the user interface required, maintaining the web server and hosting the site.

### *5.2. Mobile/Electronic Voter Strikeoff*

MVV Mobile is a Windows application that enables municipalities to use the electronic voter strike-off capabilities of MVV at roving polls or other off-site locations. MVV Mobile can also provide backup capabilities in the event that Internet connectivity is unavailable or lost during an advance poll or on voting day. Once the connection is restored, elector strike-offs recorded in MVV mobile will be uploaded to MVV along with the polling location, the poll date, and the strike-off time.

### *5.3. Electronic Worker Management*

DataFix can provide services to a Municipality to support a Worker Management System. DataFix will capture data from a Municipality's on-line election worker application process and integrate the data to an enhanced functionality within the Municipal VoterView application.

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The Election Worker Management System will:

- a) Provide the tools necessary to manage all aspects of the list of workers reviewed by a Municipality as part of the 2010 election process
- b) Allow a Municipality staff to add, delete or modify all information fields
- c) Allow the list to be sorted by various defined criteria
- d) Maintain a complete list of training dates, locations and times as determined by a Municipality as well as the ability to add, delete or modify as required
- e) Maintain a complete list of polling locations, dates and times as determined by the Municipality as well as the ability to add, delete or modify as required
- f) Be capable of exporting information to support other municipal applications if necessary

## **6. MVV Performance**

The number and size of graphic elements in MVV is minimized to enhance performance for municipalities with low-speed or dial-up Internet connections.

### *6.1. Stress Testing*

DataFix has conducted extensive testing of the MVV application through a pilot program including over 165 municipalities and over 3 million electors. As a result of this testing, DataFix has been able to optimize the performance of the MVV application to accommodate municipalities of all sizes.

### *6.2. Reliability*

All hardware used to support the MVV application utilizes extensive fault tolerance features, including RAID-5 disk arrays and redundant power supplies. In addition, all servers and communications equipment are protected through the use of Uninterruptible Power Supplies (UPS).

To ensure the quality and accuracy of the MVV system itself, DataFix has built a set of rigorous and comprehensive test plans. These plans

encompass application functionality, data inputs and outputs, and performance.

### *6.3. Compatibility*

MVV can coexist and work in a complementary manner with existing municipal electoral systems.

## **7. Description of User Environment**

As an Internet-based application, access to the MVV requires usernames and passwords. The Town of Ingersoll will have full control for creating and issuing usernames and passwords for members of their organization.

## **8. Support, Monitoring and Management**

DataFix strives to ensure that all computer and telecommunications hardware and software is operational 24 hours a day, 7 days a week. The MVV system is normally available at all times except when essential maintenance to hardware or software is required. If it is necessary to interrupt service, prior notification will be given wherever possible and interruptions will be scheduled to minimize their impact on users.

DataFix's MVV support service regularly monitors all logged problems and discussions are held to analyze support trends and additional needs. Monitoring is a powerful tool for tracking trends and ensuring that appropriate staff and technology are accessible to callers.

If users encounter problems, the on-line support function provides an email link to DataFix support team, where issues are resolved usually within 24 hours.

### ***8.1. Customer Service Support/Coverage***

Normal business hours for providing customer support are from 8:00AM to 5:00 PM (local time), Monday to Friday, excluding statutory holidays.

Support will be provided outside normal business hours for advance poll dates and Election Day. The response time for issues outside normal business hours is under 1 hour.

Telephone support is available by calling 416-363-8170 extension 249, or by email through the support function within the MVV application.

*8.2. Orientation/Training*

Training on all MVV Application functions and features will be provided through the DataFix on-line Webinar facilities at no cost.

Customized on-site training is also available; however, training fees may be applicable.

**9. Security**

*9.1. Passwords*

Passwords for MVV users are secured using a one-way hash algorithm (MD5). As a result, clear-text passwords are never stored nor utilized for user authentication.

Security is also a responsibility of all users and users are especially cautioned not to share system logins and passwords.

*9.2. Web Pages*

All MVV web pages are secured using 128-bit SSL (secure sockets layer) encryption.

*9.3. Web and Database Servers*

Web and database servers are protected by a firewall that performs packet-level, circuit-level, and application-level traffic screening, stateful inspection, and intrusion detection.

*9.4. Physical Database*

A separate physical database for each municipality is maintained to ensure that municipalities can only access their own data.

*9.5. Managed Code Environment*

The MVV application runs in a managed code environment, which provides additional security and protection from common buffer overflow attacks.

*9.6. Audits*

DataFix audits all MVV access and security logs on a daily basis to ensure that any unusual access patterns can be quickly identified and resolved.

### 9.7. *Virus Checks*

DataFix's computing environment contains the most sophisticated virus scan software and update mechanisms. Virus definition files are updated on a continual basis.

### 9.8. *Backups and Restores*

DataFix has constructed a completely redundant technical infrastructure to support MVV. This infrastructure includes backup Internet connections routed through different Internet Service Providers, which provides protection from a common source of possible outages. To protect against server hardware failures in non-redundant components, DataFix has backup web and database servers available. These servers can be quickly activated to ensure minimal MVV downtime.

DataFix performs database and file-level backups of the MVV system on a daily basis, thus ensuring that minimal data is lost in a disaster recovery situation. Backups are tested on a regular basis to ensure that all aspects of the disaster recovery plan are operational. To support the increased activity around advance polling dates and Election Day, backups will be performed every sixty (60) minutes.

### 9.9. *Service Measure*

DataFix will perform remote monitoring of the MVV application. The system will be tested every fifteen (15) minutes and alerts are sent via email or page to DataFix Support personnel as soon as a problem is identified.

### 9.10. *Non-Performance*

In the event DataFix is unable to provide the services as stated in this MOU, DataFix will work with the municipality to assess the impact and determine the remedial action.

## **10. Confidentiality**

DataFix has been entrusted with confidential data from many government, public, and private organizations. Accordingly, all aspects of physical and network security are rigorous and continually monitored and updated. Additionally, DataFix will not disclose to anyone any elector information which forms part of the MVV application.

### 11. Force Majeure

Either party shall be excused from any delay or failure in performance caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, acts of God, earthquake, riots, war, and governmental requirements. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

### 12. Term of Agreement

This Memorandum of Understanding will become effective from the date of signing to December 31, 2010. On or before December 31, 2010, this Memorandum of Understanding can be renewed to provide ongoing elector information management services.

### 13. Fees and Payment Terms

The fee *is estimated at* \$10,530.00 [\$3,500 for list management] = **\$7,030.00** *plus applicable taxes* and is based on the following calculations:

1. Web Hosting and List Management as described in sections 3.1 and 3.2 of this MOU
2. Vote by Mail: Preparation of 8,100 voter kits at a rate of \$1.30 per kit. ***As per section 4.1 of this MOU, you are responsible for the postage component and must verify with Canada Post that your Lettermail account payment details are up to date as Canada Post will invoice you directly.***

Additional kits are available at a rate of \$1.30 per kit plus applicable shipping cost.

**Note:** A quotation will be provided for any additional services requested.

#### 13.1. Payment Terms

The Payment Terms are as follows:

- a. An invoice for \$3,515.00 plus applicable taxes will be forwarded to you on receipt of a signed MOU.
- b. An invoice for ***all of the remaining balance*** plus applicable taxes will be forwarded to you in November 2010.

**14. Cancellation/Termination**

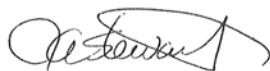
Either party may terminate this agreement at any time by giving 60 days written notice to the other party.

In the event of cancellation, all data will be returned to the municipality. Additionally, DataFix will perform a complete destruction of the elector data that is stored on DataFix servers. The data will be physically deleted and the disk partitions that held the data will be cleansed using disk wipe software to ensure that the confidential elector data cannot be undeleted or restored using drive recovery tools. Any physical media containing elector data that DataFix receives from MPAC will be shredded.

**DataFix:**

40 University Ave  
Suite 1010  
TORONTO ON M5J 1T1

Contact: Jim Stewart  
National Director,  
Election Services



\_\_\_\_\_  
DataFix Representative

James A. Stewart

\_\_\_\_\_  
Name (please print)

February 5<sup>th</sup> 2010

\_\_\_\_\_  
Date

**The Town of Ingersoll:**

130 Oxford St  
2<sup>nd</sup> Floor  
INGERSOLL ON N5C 2V5

Contact: Elaine Clark  
Clerk/Deputy-Administrator

\_\_\_\_\_  
Municipality Representative

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date