



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 766-2009

**FOR THE SUPPLY, DELIVERY, INSTALLATION AND TRAINING OF AUTOMATED
VOTING MACHINES**

Proposals shall be submitted to:

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 FOR THE SUPPLY, DELIVERY, INSTALLATION AND TRAINING OF AUTOMATED VOTING MACHINES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, November 23, 2009.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. INTENT OF THIS REQUEST FOR PROPOSAL

B3.1 The City of Winnipeg is seeking to select the most qualified service vendor to supply a poll based Optical Scan Vote Counting System (230 units), including but not limited to software, hardware, and support services, for the 2010 Municipal Election, to be held October 27, 2010. The City of Winnipeg intends to use the successful Bidder's equipment until the end of December 2018 (which would include three (3) full Municipal Elections and likely six (6) by-elections based on past history).

B4. BACKGROUND – THE VOTING PROCESS

B4.1 In accordance with the provisions of *The City of Winnipeg Charter*, *The Municipal Councils and School Boards Elections Act* and the *Vote-Counting Machines By-law No. 100/2005*, the City of Winnipeg may utilize Optical Scan Vote Counting machines to accept ballots and tabulate the results of the 2010 General Civic Election.

B4.2 The City of Winnipeg General Civic Election consists of (1) composite ballot containing the candidates' names for all three Offices to be voted, that is, Office of Mayor, Office of Councillor and Office of School Trustee, with the possibility of one or more / yes / no questions.

B4.3 The City of Winnipeg General Civic Election offices:

- (a) One (1) Mayor at large across the City of Winnipeg
- (b) Fifteen (15) Councillor's in a ward based system, 1 per ward
- (c) Fifty-one (51) School Trustee's in a ward based system, varying multiple per ward

B4.4 The Winnipeg General Civic Election of 2006 comprised of 182 voting locations on Election Day. A number of Advance polling locations were also utilized.

B4.5 It is estimated that for the 2010 General Civic Election, at least 200 voting locations will be used on Election Day.

B4.6 The population of the City of Winnipeg based on the 2006 Census is approximately 634,000 people.

B4.7 Currently the City of Winnipeg owns 215 Optech Illpe Optical Scan Voting Machines and plastic ballot boxes. The majority of these systems were purchased in 1995 and first used in the General Civic Election held during that year. Since the acquisition of the Optech Illpe voting machines all of them have been used to accumulate results for five (5) citywide elections. The units have been used in smaller by-elections held by the City of Winnipeg.

B5. ENQUIRIES

- B5.1 All enquiries shall be directed to the Contract Administrator identified in D3.1.
- B5.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B5.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.
- B5.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Bidders by issuing an addendum.
- B5.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Bidder who made the enquiry.
- B5.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B5 unless that response or interpretation is provided by the Contract Administrator in writing.

B6. CONFIDENTIALITY

- B6.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- B6.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

B7. ADDENDA

- B7.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B7.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B7.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>
- B7.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B7.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B8. SUBSTITUTES

- B8.1 The Work is based on the materials, equipment, methods and products specified in the Request for Proposal.
- B8.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

- B8.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least seven (7) Business Days prior to the Submission Deadline.
- B8.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the material, equipment, method or product as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B8.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B8.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B8.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B8.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B8.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B23.
- B8.9 No later claim by the Contractor for an addition to the price(s) because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B8.10 Notwithstanding B8.2 to B8.9 and in accordance with B9.6, deviations inconsistent with the Request for Proposal document shall be evaluated in accordance with B23.1(a).

B9. PROPOSAL SUBMISSION

- B9.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Form B: Prices;
 - (c) Form I;
 - (d) Form N: Vendor Qualifications;
 - (e) Form O: Poll Tabulator Hardware;
 - (f) Form P: Poll Tabulator Software;

(g) Form Q: Reports.

- B9.2 Further to B9.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B8.
- B9.3 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B9.3.1 Bidders should submit one (1) unbound original (marked "original") and four (4) copies.
- B9.4 The Proposal Submission shall be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.
- B9.4.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.
- B9.5 Bidders are advised not to include any information/literature except as requested in accordance with B9.1.
- B9.6 Bidders are advised that inclusion of terms and conditions inconsistent with the Request for Proposal document, including the General Conditions, will be evaluated in accordance with B23.1(a).
- B9.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B9.8 Proposals shall be submitted to:
The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B10. PROPOSAL

- B10.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B10.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B10.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B10.2.
- B10.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B10.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B10.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B10.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

B11. PRICES

B11.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B11.1.1 Prices on Form B: Prices shall include:

- (a) duty;
- (b) freight and cartage;
- (c) Provincial and Federal taxes [except the Goods and Services Tax (GST) and Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable] and all charges governmental or otherwise paid;
- (d) profit and all compensation which shall be due to the Contractor for the Work and all risks and contingencies connected therewith.

B11.1.2 Prices on Form B: Prices shall not include the Manitoba Association for Resource Recovery Corporation (MARRC) Environmental Handling Charge (EHC) which shall be extra where applicable.

B11.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

B11.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B12. QUALIFICATION

B12.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) supply equipment/software/ballots etc. within three (3) weeks of being requested for an election test. The City of Winnipeg will complete testing and marking within three (3) weeks of receiving all of the goods from the Bidder. Requirements as follows:
 - (i) The City of Winnipeg will require three (3) of your Optical Scan Voting machines, fifty (50) ballots of each style, and a computer (laptop/desktop) with the results processing software installed.
 - (ii) The City of Winnipeg Senior Election Officer will provide the vendor with a set of instructions on how to code a sample election which will be very similar to what a typical City of Winnipeg Election is on a much smaller scale.
 - (iii) The purpose of this is to familiarize City of Winnipeg Election Officials with the Vendor's solution and to see if the reporting will be suitable to the needs/wants of the City of Winnipeg.
 - (iv) The Vendor will provide telephone support to the City of Winnipeg during the testing period.

B12.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B12.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B13. FORM I - BREAKDOWN OF SOFTWARE/COSTS AND OTHER REQUIRED SYSTEM COSTS

B13.1 The Bidder shall state on Form I the breakdown of software/costs for Items 5, 16 and 27. The Bidder shall also state, on Form I, any other required system costs identified for Items 10, 21 and 32.

B14. FORM N - BIDDER QUALIFICATIONS QUESTIONNAIRE

B14.1 The Bidder shall indicate, on Form N – Bidder Qualifications Questionnaire, his/her responses to the questions provided. Circle answer where appropriate or fill in answer where required.

B15. FORM O - POLL TABULATOR HARDWARE

B15.1 The Bidder shall indicate, on Form O – Poll Tabulator Hardware, his/her responses to the questions provided. Circle answer where appropriate or fill in answer where required

B16. FORM P - POLL TABULATOR SOFTWARE

B16.1 The Bidder shall indicate, on Form P – Poll Tabulator Software, his/her responses to the questions provided. Circle answer where appropriate or fill in answer where required

B16.2 The Bidder is expected to respond with information regarding their latest/most current production version of scanner.

B17. FORM Q – REPORTS

B17.1 The Bidder shall indicate, on Form Q – Reports, his/her responses to the questions provided. Circle answer where appropriate or fill in answer where required

B18. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B18.1 Proposals will not be opened publicly.

B18.2 After award of Contract, the name(s) of the successful Bidder(s) and the Contract Amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B18.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B19. IRREVOCABLE OFFER

B19.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B19.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work for the time period specified in Paragraph 10 of Form A: Proposal.

B20. WITHDRAWAL OF OFFERS

B20.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B20.1.1 Notwithstanding C21, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.

B20.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B20.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:

- (a) retain the Proposal until after the Submission Deadline has elapsed;
- (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B20.1.3(b), declare the Proposal withdrawn.

B20.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B19.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B21. INTERVIEWS

B21.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B22. NEGOTIATIONS

B22.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B22.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.

B22.3 If, in the course of negotiations pursuant to B22.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

B23. EVALUATION OF PROPOSALS

B23.1 Award of the Contract shall be based on the following evaluation criteria:

- | | |
|--|-----------|
| (a) compliance by the Bidder with the requirements of the Request for Proposal, or acceptable deviation therefrom: | Pass/fail |
| (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12: | Pass/fail |
| (c) Total Bid Price; | 40%; |
| (d) Poll Tabulator Hardware; | 15% |
| (e) Poll Tabulator Software; | 15% |
| (f) Reports; | 10% |
| (g) Election Test | 20% |
| (h) economic analysis of any approved alternative pursuant to B8. | |

B23.2 Further to B23.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B23.3 Further to B23.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal, in other information required to be submitted, during interviews or in the course of reference checks, that he is responsible and qualified.

B23.4 Vendor Qualifications will be evaluated considering the information provided on Form N;

B23.5 Further to B23.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.

B23.5.1 If there is any discrepancy between the Total Bid Price written in figures, the Total Bid Price written in words and the sum of the quantities multiplied by the unit prices for each item, the sum of the quantities multiplied by the unit prices for each item shall take precedence.

- B23.5.2 Further to B23.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B23.5.3 The information stated on Form I will be taken into consideration when evaluating the Total Bid Price.
- B23.6 Further to B23.1(d), Poll Tabulator Hardware will be evaluated considering the information provided on Form O ;
- B23.7 Further to B23.1(e), Poll Tabulator Software will be evaluated considering the information provided on Form P;
- B23.8 Further to B23.1(f), Reports will be evaluated considering the information provided on Form Q.
- B23.9 Further to B23.1(g), Elections Test as specified in B12.3(d) will be evaluated considering the following:
- (a) provided equipment in the time frame specified in B12.3(d);
 - (b) ease of use for poll workers;
 - (c) ease of start up;
 - (d) ease of feeding ballots;
 - (e) understanding how to deal with over-vote and blank ballot; and
 - (f) ease of close of poll processing;
 - (g) ease of processing results by election officials;
 - (h) results processed correctly based on test ballots;
 - (i) results posted to web correctly;
 - (j) ease of setup of equipment by election officials.
- B23.5 This Contract may be awarded on the basis of:
- (a) Alternative A – Purchase 230 Scanners; or
 - (b) Alternative B – Purchase 30 Scanners and Lease 200 Scanners that are compatible with the purchased scanners when required (expected lease frequency every 4 years); or
 - (c) Alternative C – Lease Scanners When Required (expected lease frequency 230 scanners every 4 years and 30 scanners in other years) ;
- as identified on Form B: Prices. Each alternative will be evaluated in accordance with the specified evaluation criteria.
- B23.5.1 Notwithstanding B11.1, the Bidder may, but is not required to, bid on all alternatives.
- B23.5.2 Notwithstanding B24.3, the City shall have the right to choose the alternative that is in its best interests. If the Bidder has not bid on all alternatives, he shall have no claim against the City if his partial offer is rejected in favour of an award of the Contract on the basis of an alternative upon which he has not bid.
- B23.5.3 The Bid price for Alternative B and C will be evaluated considering the Net Present Value of the lease payments using a 6% City of Winnipeg borrowing rate as the discount rate.
- B23.6 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B23.1(a) and B23.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B24. AWARD OF CONTRACT

- B24.1 The City will give notice of the award of the Contract or will give notice that no award will be made.

- B24.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B24.2.1 Without limiting the generality of B24.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B24.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer, in accordance with B23.
- B24.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Proposal upon written request to the Contract Administrator.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Supply and Delivery of Goods* (Revision 2008 05 26) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Supply and Delivery of Goods* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Goods*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for the Supply and Delivery of Goods*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of the Supply, Delivery, Installation and Training of an Automated Voting Machine for the period from award of Contract to December 31, 2018.

D2.2 The major components of the Work are as follows:

- (a) The 2010 Municipal Election, to be held October 27, 2010 requires that the Vendor provide the following according to the dates listed:
 - (i) the Software solution and two of each hardware components must be delivered to the City of Winnipeg and installed by February 28, 2010.
 - (ii) remainder of hardware to be delivered and installed by April 9, 2010;
 - (iii) Training of 2 City of Winnipeg Election Officials must be completed by May 31, 2010 unless mutual agreement by all parties to a different date.
 - (iv) Contractor will provide ballot proofs, coding, and whatever is necessary to complete running the 2010 Municipal Election by September 21, 2010 unless mutual agreement by all parties to a different date.

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2009.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. CONTRACT ADMINISTRATOR

D3.1 The Contract Administrator is:

Marc Lemoine
Deputy City Clerk

Telephone No.: (204) 986-7131
Facsimile No.: (204) 947-3452

D4. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

D4.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

D4.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.

D4.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

D5. NOTICES

D5.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following address or facsimile number:

The City of Winnipeg
Chief Financial Officer
Administration Building, 3rd Floor
510 Main Street
Winnipeg MB R3B 1B9
Facsimile No.: (204) 949-1174

SUBMISSIONS

D6. AUTHORITY TO CARRY ON BUSINESS

D6.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D7. INSURANCE

D7.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;

D7.2 Deductibles shall be borne by the Contractor.

D7.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4 for the return of the executed Contract.

D7.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D7.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

SCHEDULE OF WORK

D8. COMMENCEMENT

D8.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.

- D8.2 The Contractor shall not commence any Work until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D6;
 - (ii) evidence of the workers compensation coverage specified in C6.16;
 - (iii) evidence of the insurance specified in D7.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D9. DELIVERY

- D9.1 The 2010 Municipal Election, to be held October 27, 2010 requires that the Vendor provide the following according to the dates listed in D2.2.
- (a) the Software solution and two of each hardware components must be delivered to the City of Winnipeg and installed by February 28, 2010.
 - (b) remainder of hardware to be delivered and installed by April 9, 2010;
 - (c) training of 2 City of Winnipeg Election Officials must be completed by May 31, 2010 unless mutual agreement by all parties to a different date.
 - (d) Contractor will provide ballot proofs, coding, and whatever is necessary to complete running the 2010 Municipal Election by September 21, 2010 unless mutual agreement by all parties to a different date.
- D9.2 The Contractor shall confirm each delivery with the Contract Administrator or his/her designate, at least two (2) Business Days before delivery.
- D9.3 Goods shall be delivered between 8:30 a.m. and 4:30 p.m. on Business Days.
- D9.4 The Contractor shall off-load goods as directed at the delivery location.

MEASUREMENT AND PAYMENT

D10. INVOICES

- D10.1 Further to C10, the Contractor shall submit an invoice for each order delivered to:
- The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9
- Facsimile No.: (204) 949-0864
Email: CityWpgAP@winnipeg.ca
- D10.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
 - (b) date of delivery;
 - (c) delivery address;
 - (d) type and quantity of goods delivered;
 - (e) the amount payable with GST and MRST shown as separate amounts; and
 - (f) the Contractor's GST registration number.
- D10.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D11. PAYMENT

D11.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D11.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D12. WARRANTY

D12.1 Warranty is as stated in C11.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 The Contractor shall work closely with the City of Winnipeg's Senior Election Officer and his Senior Election Administrators in order to effectively implement new technology, manage the quality control and legislative aspects and provide training for the new equipment and any subsequent process enhancements.
- E1.3 The Contractor must work within the guidelines of The City of Winnipeg Charter, The Municipal Councils and School Boards Elections Act and the Vote-Counting Machines By-law No. 100/2005.
- E1.4 The hardware provided by the Contractor should include the following::
- (a) Optical Scanner with a display capable of feedback to the voter, polling place official, and Senior Election Officer;
 - (b) Optical Scanner able to tabulate digitally printed and offset printed ballots;
 - (c) Optical Scanner with a battery backup that lasts for a minimum of two (2) working hours;
 - (d) Optical Scanner with the ability to print multiple copies of the reports required by the City of Winnipeg;
 - (e) Optical Scanner which allows for easy access (less than one minute) for cleaning and diagnostics by City of Winnipeg Election Officials, and designates;
 - (f) at least one (1) Optical Scanner media to hold and process one hundred (100) different styles of ballots that contain three (3) separate candidate races;
 - (g) Optical Scanner to enable Sight Impaired Electors to vote without assistance from an Election Official;
 - (h) Optical Scanner to enable Electors with motor functional issues the ability to vote without assistance from an Election Official;
 - (i) Optical Scanner unit to tabulate ballots 8.5" X 14", or 8.5" X 17;
 - (j) Optical Scanner to accept ballots in all four orientations;
 - (k) Optical Scanner to tabulate ballots in landscape and portrait ballot formats;
 - (l) Optical Scanner lock to a plastic and/or metal ballot box supplied by the Contractor;
 - (m) Optical Scanner to clearly display a public count of the number of ballots contained in the ballot box;
 - (n) Optical Scanner to provide clear messages informing voters what to do when exception ballots (over voted, blank, un-readable ballot, etc...) are processed;
 - (o) Optical Scanner to provide an audio signal when it is not operating under AC power;
 - (p) Optical Scanner to provide diagnostics that allow the viewing of the scanned ballot images, marks detection, and digital readings taken by the unit;
 - (q) Optical Scanner to have the ability to read ballots that have been folded and received via Canada Post, and/or Courier;
 - (r) have a solution for Sight Impaired Voters;
 - (s) have a solution for Motor Function Challenged Voters;
 - (t) Optical Scanner to support the use of 20lb. Bond Paper;

- E1.5 The software provided by the Contractor should take into consideration the following:
- (a) willingness to provide all of the software necessary to produce results from the Optical Scanners so that the City of Winnipeg can install this on their existing computer equipment? (Windows based environment);
 - (b) willingness to provide maintenance updates of their results processing software on a scheduled basis;
 - (c) willingness to provide the City of Winnipeg the ability to process the election results completely without the Contractor's participation;
 - (d) willingness to provide the coding required to process the election(s) using their Tabulation equipment (at no additional cost listed in other sections of this RFP);
 - (e) willingness to provide all the software necessary to allow the City of Winnipeg to allow to design, code and produce ballot proofs completely without the Contractor's participation;
 - (f) willingness to provide the ballot design, and proofs to be sent to a printer of the City of Winnipeg's choice;
 - (g) willingness to provide training for two (2) City of Winnipeg Election Officials in the coding, testing procedures, and results processing software (at no additional cost listed in other sections of this RFP);
 - (h) willingness to a solution for Ballot on Demand at an Advance Poll.
- E1.6 Reporting software should include the following::
- (a) support a 1000 polling sub-division breakdown for the City of Winnipeg;
 - (b) support individual polling sub-division results reporting for 4 separate races;
 - (c) allow for the City of Winnipeg to customize Headings in reports by the City of Winnipeg Election Officials without requiring programming resources from the Vendor;
 - (d) allow for the ability to export reports to Microsoft Office products such as: Excel, Powerpoint;
 - (e) allow for the ability to export reports directly to a format that can be posted directly to the World Wide Web;
 - (f) scanner capable of automatically producing 3 copies of results reports at the polling location upon close of polls.