



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 1385-2019

ELECTRONIC VOTERS LIST

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 ELECTRONIC VOTERS LIST

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, February 20, 2020.

B2.2 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. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 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 Proponents by issuing an addendum.

B3.4 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 Proponent who made the enquiry.

B3.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B3.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B3.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B4. CONFIDENTIALITY

B4.1 Information provided to a Proponent by the City or acquired by a Proponent 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. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. ADDENDA

- B5.1 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.
- B5.2 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.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Proponent 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 Plant, Material or method 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.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her 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.
- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.

- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her 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.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal; and
 - (b) Form B: Prices.
- B7.2 The Proposal should also consist of the following components:
- (a) Form N: Non-Mandatory Requirements (Section C) in accordance with B10;
 - (b) Experience of Proponent and Subcontractors (Section D) in accordance with B11;
 - (c) Experience of Key Personnel Assigned to the Project (Section E), in accordance with B12;
 - (d) Project Understanding and Methodology (Section F) in accordance with B13; and
 - (e) Project Schedule (Section G) in accordance with B14.
- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Further to B7.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B7.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed Solution.
- B7.6 The Proposal shall be submitted electronically through MERX.
- B7.6.1 Proposals will **only** be accepted electronically through MERX.
- B7.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B23.1(a).
- B7.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL

- B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.

- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.
- B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Proponent is carrying on business under a name other than his/her 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.
- B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. PRICES

- B9.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B9.1.1 Notwithstanding C10.1.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B9.2 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.
- B9.3 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.
- B9.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B10. FORM N: NON-MANDATORY REQUIREMENTS (SECTION C)

- B10.1 The Proponent should complete Form N: Non Mandatory Requirements.

B11. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION D)

B11.1 Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subcontractors in providing programming; design and contract administration services on up to three projects of similar complexity, scope and value in previous five years.

B11.2 For each project listed in B11.1(a), the Proponent should submit:

- (a) description of the project;
- (b) role of the contractor;
- (c) project owner;
- (d) reference information (one current name with telephone number per project).

B11.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.

B11.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.

B12. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION E)

B12.1 Describe your approach to overall team formation and coordination of team members.

B12.1.1 Include an organizational chart for the Project.

B12.2 Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Contractors Representative, managers of the key disciplines and lead designers. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B12.1.1.

B12.3 For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B10, provide only the project name and the role of the key person. For other projects provide the following:

- (a) Description of project;
- (b) Role of the person;
- (c) Project Owner;
- (d) Reference information (one current name with telephone number per project).

B13. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION F)

B13.1 Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.

B13.2 Methodology should be presented in accordance with the Scope of Services identified in D2.

B13.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.

B13.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the City's Project methodology with respect to the information provided within this RFP;

- (c) any other issue that conveys your team's understanding of the Project requirements;
- (d) how the Solution meets Mandatory Requirement MR14;
- (e) the reporting process for any security breach of data affecting the City of Winnipeg;
- (f) privacy and security breach policies and investigative processes;
- (g) how other customers on the same server(s) (if applicable) cannot access City of Winnipeg data;
- (h) the process to ensure no loss of data related to corrections, additions to lists of electors, or struck off electors, should a computing device experience a technical failure;
- (i) the process to wipe any elector data from each computing device following each use at polling stations;
- (j) the process to wipe all elector data from central server(s) and/or each computing device following each election;
- (k) how audit logs are kept for all access to information provided by City of Winnipeg and accessed within the Solution;
- (l) the search and/or update processes; strike off processes; and presentation of appropriate ballot style information to issue correct ballots;
- (m) how the Solution identifies electors who are in the incorrect polling station, were previously struck off, and must be corrected or added;
- (n) how the information relating to electors who were in the incorrect polling station, were previously struck off or must be corrected or added, will be identified in outputs to City of Winnipeg;
- (o) how a polling station will continue to process electors if there is a loss of electricity to the building;
- (p) how the Solution would include both software leveraging a cloud-hosted environment with the use of physical computing devices deployed for use by election officers in polling stations, returning offices, or mobile visits to treatment centres;
- (q) how the Solution would record for every struck off elector: how the elector was searched (scanned barcode, manually searched, corrected, added); which election officer struck the elector; when the strike occurred; in which polling station or returning office did the strike occur;
- (r) how the Solution would prevent the same elector from being struck off by election officers repeatedly due to technical issues, or inexperience;
- (s) additional capabilities or value-adds not mentioned in the RFP that would enable City of Winnipeg to reduce workload, reduce costs, increase capability, or make other improvements; describe any system limitations or constraints relevant to the Solution;
- (t) any limitations to the number of users, computing devices, simultaneous transactions, etc. that would restrict or affect City of Winnipeg operations;
- (u) the capability of the Solution to be scaled up for elections requiring 1,000 or more computing devices as well as the ability of the Vendor to support an election of this size and;
- (v) the method and frequency of data backups, and the timeframe/processes to restore it.

B13.5 For each person identified in B12.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D2.

B14. PROJECT SCHEDULE (SECTION G)

B14.1 Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key designers), durations (weekly timescale) and milestone dates or events. The schedule should address each requirement of the Scope of Services.

B14.2 The Proponent's schedule should include critical dates for review and approval processes by the City and other organizations anticipated during the design and tendering phases of the Project. Reasonable times should be allowed for completion of these processes.

B15. DISCLOSURE

B15.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.

B15.2 The Persons are:

- (a) Lexor Consulting Ltd
- (b) Dominion Voting Systems
- (c) KNOWiNK, LLC

B16. CONFLICT OF INTEREST AND GOOD FAITH

B16.1 Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B16.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:

- (a) other commitments;
- (b) relationships;
- (c) financial interests; or
- (d) involvement in ongoing litigation;

that could or would be seen to:

- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
- (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.

B16.3 In connection with its Proposal, each entity identified in B16.2 shall:

- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
- (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
- (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

- B16.4 Without limiting B16.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B16.5 Without limiting B16.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
 - (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B16.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B16.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B17. QUALIFICATION

- B17.1 The Proponent 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 Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent 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.
- B17.2 The Proponent 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 <https://winnipeg.ca/finance/findata/matmgt/listing/debar.pdf>
- B17.3 The Proponent 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);
- B17.4 The Proponent 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 Proponent and of any proposed Subcontractor.

B17.5 Further to B19.3(b), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator of the following:

B17.5.1 That all information and materials acquired by the Proponent, or to which the Proponent may be given access, if successful under this Request for Proposal ("Confidential Information") shall be treated in accordance with D8 by providing:

- (a) confirmation that Confidential Information shall be maintained for the full term of the Contract at minimum, unless otherwise directed by the City in writing;
- (b) a description of how the Proponent's proposed Solution meets the requirements in D8, including:
 - (i) how the proposed Solution meets the requirements for rapid repatriation of Confidential Information;
 - (ii) the data format of the Confidential Information once extracted from the proposed Solution;
 - (iii) the proposed Solution's ability to purge Confidential Information based on City-approved records retention and disposition schedules; and
 - (iv) how the Proponent would address official, time sensitive access to information requests.

B17.5.2 That Confidential Information shall be stored, transported, and transmitted ("Sited") in a secure jurisdiction by providing:

- (a) written confirmation that Confidential Information shall not be Sited outside of Canada, and that no duplicates or portions thereof shall be sited outside of Canada, in whole or in part; or
- (b) written confirmation that the Confidential Information shall be Sited in a proposed alternative jurisdiction that will apply equivalent or greater protections to the Confidential Information, and that no duplicates or portions thereof shall be sited outside of said proposed alternative jurisdiction, in whole or in part, and shall provide full details of such proposed alternative, including:
 - (i) what Confidential Information will not be Sited in Canada;
 - (ii) under what circumstances the above Confidential Information will not be Sited in Canada; and
 - (iii) where the above Confidential Information will be Sited.

The City reserves the right to assess proposed alternative jurisdictions, and may in its sole discretion determine whether such proposed alternative jurisdictions provide equivalent or greater protections to the Confidential Information than Canada.

B17.5.3 That the proposed Solution is compliant with ISO/IEC standards 27001, 27002, 27017, and 27018 (or equivalent), by providing:

- (a) a certificate of compliance with ISO/IEC 27001 (or a functionally equivalent standard, as determined by the City, such as the AICPA SOC auditing framework or NIST SP 800-53) from an accredited certification body; or
- (b) a written description of how the proposed Solution complies with ISO/IEC 27001, 27002, 27017, and 27018 (or functionally equivalent standards, as determined by the City, such as the AICPA SOC auditing framework or NIST SP 800-53).

The City reserves the right to assess any proposed functional equivalents to the ISO/IEC standards, and may in its sole and absolute discretion determine whether such proposed functional equivalents provide a satisfactorily equivalent level of protection.

The City further reserves the right to assess any written descriptions of compliance with the ISO/IEC standards (or equivalents) to determine whether such written descriptions provide evidence of compliance that is satisfactory to the City), in its sole and absolute discretion.

B18. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B18.1 Proposals will not be opened publicly.
- B18.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.
- B18.3 The Proponent is advised that any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B18.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- B18.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B19. IRREVOCABLE OFFER

- B19.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Bid/Proposal.
- B19.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the contract security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Bid/Proposal.

B20. WITHDRAWAL OF OFFERS

- B20.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B21. INTERVIEWS

- B21.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.
- B21.2 The Contract Administrator may, in his/her sole discretion, ask Proponents to provide product demonstrations to given scenarios. Scenarios could include any of the Work outlined in D2. The City expects that the Proponent would be demonstrating a functional version of their proposed system.
- B21.3 The Proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

B22. NEGOTIATIONS

- B22.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents 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 Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B22.3 If, in the course of negotiations pursuant to B22.2, the Proponent 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 Proponent 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 Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B17: (pass/fail)
- (c) Total Bid Price; 25%
- (d) Form N: Non-Mandatory Requirements (Section C) 15%
- (e) Experience of Proponent and Subcontractor; (Section D) 20%
- (f) Experience of Key Personnel Assigned to the Project; (Section E) 5%
- (g) Project Understanding and Methodology (Section F) 30%
- (h) Project Schedule. (Section G) 5%

B23.2 Further to (a), the Award Authority may reject a Proposal as being non-responsive if the Proposal 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 (b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is qualified.

B23.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for (a) and (b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B23.5 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.

B23.6 Further to B23.1(c) where the Total Bid Price exceeds the estimate stated in D3.6 the City may determine that no award will be made in accordance with B24.2.1(a).

B23.7 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.

B23.7.1 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.

B23.8 Further to B23.1(d) Form N: Non-Mandatory Requirements will be evaluated considering the information requested and submitted in accordance with B10.

B23.9 Further to B23.1(e), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B11.

B23.10 Further to B23.1(f), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity, in accordance with B12.

- B23.11 Further to B23.1(g), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B13.
- B23.12 Further to B23.1(h), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B14.
- B23.13 Notwithstanding B23.1(d) to B23.1(h), where Proponents fail to provide a response to B7.2(a) to B7.2(e), the score of zero may be assigned to the incomplete part of the response.
- B23.14 This Contract will be awarded for Item No.1, 6, 7 and 8. Item No 2, 3, 4 and 5 will be awarded in future years.
- B23.15 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B21.

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 Proponent, even though one or all of the Proponents are determined to be 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 qualified Proponent submitting the most advantageous offer.
- B24.3.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B24.4 The City may, at its discretion, award the Contract in phases.
- B24.5 Further to B24.4 the City reserves the right to negotiate and award future phases to the successful Proponent.
- B24.6 Notwithstanding C4, the City may issue a purchase order to the successful Proponent in lieu of the execution of a Contract.
- B24.7 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for the Combined Provision of Goods and Services* (2019-01-15) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for the Combined Provision of Goods and Services* 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 Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for the Combined Provision of Goods and Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. BACKGROUND

D2.1 Overview

The City Clerk's Department is responsible for the preparation and facilitation of Municipal and School Board Elections for the City of Winnipeg. The Municipal Councils and School Boards Election Act outlines the rules and procedures for which the Senior Election Official (SEO) shall adhere to. Through the Act, the SEO is permitted to "establish or maintain a voters list on paper or electronically and to reproduce the list in a manner he or she determines". The SEO for the City maintains a voters list and uses the National Register of Electors compiled by Elections Canada as the basis for its list. The voters list includes Ward Names, Subdivision Numbers, School Division Ward Names and Voter Numbers, Names and Addresses.

The information contained in the voters list is updated until the close of the nomination period, at which point an electronic voters list is prepared for use at various advance voting locations. The electronic voters list is used until the close of advance voting. At that time, the SEO prepares a printed voters list, containing all voter strike-offs obtained at advance voting opportunities. The City does not currently use an electronic voters list on Election Day.

D2.2 Current Process

In order to make voting as accessible and convenient as possible, the City provides advance voting opportunities at approximately 220 locations throughout the city. Vote anywhere locations such as community centres, shopping malls and universities, are locations in which any eligible Voter can vote. Location specific advance voting locations such as personal care homes, seniors' homes, and hospitals are limited to residents or patients of these facilities.

To facilitate the advance voting process the City uses an electronic voter list together with a computing device to track voter strike-offs. Over the years various devices have been used, including laptops and iPads. These devices are connected to a cellular network via internet stick or Wi-Fi hub, to enable secure, real-time data sharing amongst all devices and Election Headquarters. This connectivity ensures Voters are struck-off on the voters list at the time they vote, and eliminates the possibility of voting at multiple locations.

For Election Day, the City prepares printed copies of the voters list which are provided to each of the approximately 660 voting subdivisions. The voters list identifies those Voters who voted at an advance voting opportunity. Due to the use of a printed voters list on Election Day, Voters must vote at the voting location assigned to them.

D2.3 Improved Services

Through the strategic review process conducted after the 2018 General Election, the Senior Election Official identified a number of areas in which improvements can be made with respect to advance voting and the use of an electronic voters list. It was determined that when considering an electronic voters list Solution, the following should be taken into account:

- (a) Ease of use by Election Officers – Not all election workers are proficient in the use of computers or tablets. Devices should be simple to use and setup should be as straightforward as possible. Manual processes should be limited and onscreen instructions and prompts for next steps should be utilized.

- (b) Reduced risk of technical failure – Devices should operate on battery power for a minimum of 8 hours and continue to function if power or cellular connectivity is lost.
- (c) Reduced preparation and setup time – The ability to setup and configure devices remotely will save time and limit errors. Prior to deployment, devices need to be configured properly in order to accurately capture information but sometimes the configuration and settings need to change. The ability to do this remotely, from one central location is optimal.
- (d) Ability to Adapt – A one size fits all Solution will not suffice. Election Legislation and processes change from time-to-time so the Solution shall be able to quickly adapt and confirm. The ability to customize a system to meet our requirements is essential.

D2.4 Requirements

In order to improve services, as outlined above, and continue to provide the most efficient, fair and secure voting process for all Voters, the City Clerk's Department seeks to engage a Contractor to supply and support computing devices and software, used in conjunction with our existing voters list, to allow for voter lookups, strike-offs, updates, additions and the facilitation of oaths. A total of 150 devices are required for purchase and would be used in by-elections and during regular general elections. By-elections occur in an as required manner, when an elected official leaves office between elections. Frequency of by-elections is unknown, however there were two by-elections held between each of the last two general elections.

The City is also looking for the ability to rent an additional 850 devices during general elections. The City does not currently use an electronic voters list on Election Day but may do so in the future.

The successful Solution shall include software, computing devices, and options for a support and maintenance contract for the duration of the expected life of the devices. Security and safety of personal information is paramount and the successful bidder shall disclose how this will be achieved.

The successful Solution shall also:

- (a) Share information instantly amongst all devices at all voting locations as well as Election Headquarters and allow for Voters to vote at one of multiple voting locations.
- (b) Allow for Election Headquarters to view the status, connectivity and activity of each device. It shall also allow for Election Headquarters to remotely modify the assigned location and the rules for each computing device.
- (c) Provide the ability to perform voter lookups utilizing text and barcodes search. The Solution shall be able to read the barcode provided on Government of Manitoba Driver's Licenses, Identification Cards and Enhanced Identification Cards as well as assigned barcodes as provided on a Voters Notices.
- (d) Include maintenance and support for the devices and software between and leading up to elections and by-elections. It shall also include development and training with staff to ensure the Solution complies with all regulations and requirements as determined by the Senior Election Official.

D3. SCOPE OF WORK

D3.1 The Work to be done under the Contract shall consist provision of hardware and software for an Electronic Voters List System (Solution) for the period from the date of award until December 31, 2026, with the option of one (1) mutually agreed upon four (4) year extension.

D3.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D3.1.2 Changes resulting from such negotiations shall become effective on anniversary date of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

- D3.2 The major components of the Work are as follows:
- (a) Purchase and delivery of up to 150 computing units for Electronic Voters List use in the field during an election including computing unit software, memory, carrying cases and other attachments required to utilize computing units, based on budget availability;
 - (b) Lease of and delivery / return of up to 850 additional computing units, on an as required basis, for use in the field in October 2022 and October 2026 regular elections, with lease to be for a minimum of 3 months with delivery no less than 60 days before the election date and return no sooner than 30 days after the election date ;
 - (c) Software maintenance costs in future years beyond the initial purchase year;
 - (d) Support costs for undertaking by-elections on an as required basis involving a maximum of 150 computing units in the field during a by-election;
 - (e) Support costs for undertaking regular elections currently scheduled for October 2022 and October 2026 involving up to 1,000 computing units in the field;
 - (f) Central office software for operation of system, running of reports and control of computing units in the field
 - (g) Training for users;
 - (h) Provision of secure cloud-based production and test environment, including production mirror site as required;
- D3.3 The Work shall be done on an "as required" basis during the term of the Contract.
- D3.3.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
- D3.3.2 Subject to C7.2, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.
- D3.4 Notwithstanding D3.4, 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. Proponents are advised that monies have been approved for work up to and including December 31, 2020.
- D3.4.1 In the event that Council does not approve the annual budget for any year during this Contract, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon one hundred and twenty (120) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made against the City for damages of any kind resulting from the termination, including, but not limited to, on the ground of loss of anticipated profit on Work.
- D3.5 Notwithstanding D3.1, 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.
- D3.6 The pre-bid estimate for this Contract is \$100,000 for sections Item No 1, 6, 7 and 8.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Andrew Poitras
Manager of the Decision Making Process

Telephone No. 204 986-6170
Email Address: apoitras@winnipeg.ca

D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

- D5.1 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.
- D5.2 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.
- D5.3 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;
- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
 - (b) the Contract, all deliverables produced or developed; and
 - (c) any statement of fact or opinion regarding any aspect of the Contract.
- D5.4 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D6. INFORMATION MANAGEMENT

- D6.1 The Contractor acknowledges that The Freedom of Information and Protection of Privacy Act ("FIPPA", the "Act") imposes obligations on the City to collect, store, use, disclose, and destroy "personal information", as that term is defined in FIPPA, ("Personal Information") in the strictest of confidence and in accordance with that Act.
- D6.2 For the purposes of D8, any reference to "Representatives" shall mean the directors, officers, shareholders, employees, parents, subsidiaries, subcontractors, partners, volunteers, affiliates, insurers, reinsurers, agents, delegates, and other representatives of the Contractor.
- D6.3 While this Contract is in effect, and at all times thereafter, the Contractor and its Representatives shall treat as confidential any and all information and materials (regardless of form or medium) acquired by it in the performance of this Contract, or to which it is given access during the course of the performance of the Contract, and any copies thereof (the "Confidential Information"). For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.
- D6.4 With respect to Confidential Information provided by the City to the Contract, the Contractor shall be deemed an "information manager", as that term is defined by section 44.1 of FIPPA, and any collection, storage, use, disclosure, or destruction of, or access to (collectively, "Use"), Personal Information by the Contractor or its Representatives shall be done pursuant to the Act.
- D6.5 Further to D7, all Confidential Information is and shall remain the property of the City. Neither the Contractor nor its Representatives shall not disclose or appropriate to their own use, or to the use of any third party, all or any part of the Confidential Information without the prior written consent of the City. The Contractor and its Representatives shall not at any time make any public announcement, or press release, nor make any statement of fact or opinion regarding the Contract, the Project, the Services or the Confidential Information without the prior written authorization of the City.
- D6.6 Further to D7, while this Contract is in effect and at all times thereafter the Contractor shall:
- (a) only Use the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract;
 - (b) ensure that access to the Confidential Information is only provided or permitted on a "need to know" basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;
 - (c) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part and in any form or medium, to any third party, including Subcontractors or agents, without the prior written consent of the Contract Administrator;

- (d) not reproduce any Confidential Information, in whole or in part, in any form or medium, without the express prior written consent of the City; and
 - (e) inform its Representatives of the obligations imposed upon it under this Contract and FIPPA, and shall take whatever steps are necessary to ensure that all of its Representatives comply with those obligations, including (but not limited to) binding said Representatives to terms no less strict than those herein through written confidentiality agreements, if requested.
- D6.7 Upon request, or upon expiration or termination of this Contract for any reason, the Contractor shall rapidly repatriate to the City a complete, accurate copy of the Confidential Information (in a form satisfactory to the City), and shall thereafter destroy the Confidential Information (including all copies in any form) in a manner which adequately protects the confidentiality of the Confidential Information within two (2) weeks, unless otherwise directed by the City in writing.
- D6.8 The Contractor shall put into place reasonable security arrangements, including administrative, technical, and physical safeguards that ensure the confidentiality and security of the Confidential Information. The standard of such security arrangements shall be the greater of:
- (a) the standards the Contractor has in place to protect its own confidential information; or
 - (b) the standards imposed on the Contractor by the City.
- D6.9 Upon becoming aware of any unauthorized Use of the Confidential Information (a "Confidentiality Breach"), the Contractor shall immediately notify the City in writing, take all reasonable steps to prevent the recurrence of any such Confidentiality Breach, and notify the City of said steps in writing.
- D6.10 Upon receiving a subpoena or other validly issued administrative or judicial order seeking Confidential Information, the Contractor shall provide the City with prompt notice thereof, deliver a copy of its proposed response to the City, and thereafter be entitled to comply with the demand to the extent permitted or required by law (unless the demand has been time-limited, quashed, or extended). The Contractor shall cooperate with the City in the defense of the demand, if so requested by the City.
- D6.11 The Contractor and its Representatives shall comply with all directives issued by the City with respect to safeguarding or otherwise ensuring the confidentiality of the Confidential Information, and shall cooperate with the City so that the City can verify that the Contractor has complied, and is complying, with its obligations hereunder.
- D6.12 If the Contractor is a reseller or distributor, or is otherwise supplying a third party's product as its proposed System, then the Contractor shall ensure that any such third party product supplied by the Contractor under this Contract and any such third party supplier are compliant with the requirements of this D8. Failure to do so may, at the City's sole and absolute discretion, be deemed an event of default pursuant to C17.
- D6.13 The Contractor shall have a security information and event management (SIEM) service that logs and monitors all logical access to customer data.
- D6.14 The Contractor shall enforce separation of duties to ensure that audit logs are protected against unauthorized modification and deletion.
- D6.15 The Contractor shall undertake appropriate pre-employment vetting for all staff that have access to customer data.
- D6.16 The Contractor shall perform on-going checks of integrity and conduct of employees during the period of employment.
- D6.17 When collecting personal information from an individual, there shall be a privacy statement/notification included on the collection form worded as follows:
- (a) Your personal information is being collected in accordance with s.36(1)(b) of The Freedom of Information and Protection of Privacy Act. This information will be used to support the

City of Winnipeg's Leisure Guide program provision, including program registration, emergency contact, program promotion and evaluation, compliance with contractual obligations and to share with appropriate certifying bodies (where applicable) and will not be used or disclosed for any other purposes, except as authorized by law. If you have any questions about the collection of this information, contact the Corporate Access and Privacy Officer by mail to City Clerk's Department, Susan A. Thompson Building, 510 Main Street, Winnipeg MB, R3B 1B9, or by telephone at 311.

D7. NOTICES

D7.1 Notwithstanding C21.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer.

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 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.

D9. INSURANCE

D9.1 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 applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;

D9.2 Deductibles shall be borne by the Contractor.

D9.3 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.

D9.4 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.

D9.5 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.

CONTROL OF WORK

D10. COMMENCEMENT

D10.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.

D11. DELIVERY

D11.1 Goods shall be delivered on an "as required" basis during the term of the Contract, f.o.b. destination, freight prepaid, to various locations within the City.

D11.1.1 Goods shall be delivered within thirty (30) Business Days of the placing of an order.

D12. LIQUIDATED DAMAGES

D12.1 If the Contractor fails to achieve the Work of the Contract in accordance with the Contract by the day stated in D11, the Contractor shall pay the City one thousand dollars (\$1,000) per Working Day for each and every Calendar Day following the day fixed herein until the Work is complete.

D12.2 The amount specified for liquidated damages in D12.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not achieve the Work of the Contract.

D12.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed.

CONTROL OF WORK

D13. ORDERS

D13.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for delivery may be placed.

D14. RECORDS

D14.1 The Contractor shall keep detailed records of the goods supplied under the Contract.

D14.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) user name(s) and addresses;
- (b) order date(s);
- (c) delivery date(s); and
- (d) description and quantity of goods supplied.

D14.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

MEASUREMENT AND PAYMENT

D15. INVOICES

D15.1 Further to C10, the Contractor shall submit an invoice for each portion of Work performed 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

D15.2 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 work performed;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D15.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D16. PAYMENT

D16.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D16.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D17. PAYMENT SCHEDULE

D17.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D18. WARRANTY

D18.1 Warranty is as stated in C11.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B6. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B6

E2. SERVICES

- E2.1 The Contractor shall provide an Electronic Voters List system in accordance with the requirements hereinafter specified.
- E2.2 Item No. 1 - Purchase and delivery of up to 150 computing units for Electronic Voters List use in the field during an election including computing unit software, memory, carrying cases and other attachments required to utilize computing units.
- E2.3 Item No. 2 - Lease of and delivery / return of up to 850 additional computing units, on an as required basis, for use in the field in October 2022 and October 2026 regular elections, with lease to be for a minimum of 3 months with delivery no less than 60 days before the election date and return no sooner than 30 days after the election date.
- E2.4 Item No. 3 - Software maintenance costs for future years beyond the initial purchase year.
- E2.5 Item No. 4 - Support costs for undertaking by-elections on an as required basis involving a maximum of 150 computing units in the field during a by-election.
- E2.6 Item No. 5 - Support costs for undertaking regular elections currently scheduled for October 2022 and October 2026 involving up to 1,000 computing units in the field.
- E2.7 Item No. 6 - Central office software for operation of system, running of reports and control of computing units in the field.
- E2.8 Item No. 7 - Training for users.
- E2.9 Item No. 8 - Cost of secure cloud-based production and test environment, including production mirror site as required beyond the initial purchase year.

E3. MANDATORY REQUIREMENTS

Requirement Description	Requirement Category	RFP Requirement Ref#
The City of Winnipeg (COW) shall retain ownership of all supplied data within the proposed Solution.	Security and Privacy	MR1
The Solution shall maintain minimum security standards consistent with general information technology security policies as well as those of the City of Winnipeg outlined in relevant administrative standards which are available upon request.	Security and Privacy	MR2
The Solution shall have capability to secure and encrypt data while in transit between COW and centralized server(s) as well as while being stored on the server(s).	Security and Privacy	MR3

Requirement Description	Requirement Category	RFP Requirement Ref#
The Solution shall have capability to secure and encrypt data while in transit to or from computing devices, as well as while stored on computing devices when used in polling stations.	Security and Privacy	MR4
The Solution shall comply with the rules set out for the unauthorized use of lists of electors or register of electors' information as set out in The Municipal Councils and School Boards Elections Act.	Security and Privacy	MR5
The Solution shall include information assessing its privacy risks, security risks, and business risks to COW.	Security and Privacy	MR6
The Contractor shall immediately notify COW in the event of security breach affecting the Solution.	Security and Privacy	MR7
The Contractor shall cooperate with COW in the investigation of any actual or alleged security or privacy breach.	Security and Privacy	MR8
COW's data shall be physically or logically separated from other clients on server(s).	Security and Privacy	MR9
The Solution shall ensure no loss of data occurs, should a computing device experience a technical failure. Data related to corrections, additions to lists of electors, or struck off electors shall be retrievable until it is sent to update COW.	Security and Privacy	MR10
The Solution shall have the capability to wipe any elector data from each computing device following each use at polling stations.	Security and Privacy	MR11
The Solution shall have the capability to wipe all elector data from central server(s) and/or each computing device following each election.	Security and Privacy	MR12
The Solution shall include information assessing privacy risks, threat and security risks, and business risks. Proposed RFP Solutions may include completed Privacy Impact Assessments, Threat and Risk Assessments, and Business Impact Assessments that accurately describe the Solution.	Security and Privacy	MR13
The solution shall have been any certified for use by one or more electoral management bodies around the world.	Security and Privacy	MR14
The Solution shall enable a polling station to continue to process electors if there is no internet connectivity available or if it fails.	Election Operations	MR15
The Solution shall have the capability to maintain addressing standards and prevent duplicate entries to both addresses and electors.	Election Operations	MR16
The Solution shall have the capability to accommodate last-minute changes to geography boundaries prior to the start of any given style of election.	Election Operations	MR17
The Solution shall permit the conduct of more than one municipal and/or more than school division election during an overlapping period of time. It is assumed each election would be managed by differing field staff, with a different project and different computing devices.	Election Operations	MR18
The Solution shall have the capability to permit the extract of up-to-date lists of electors and struck off electors, so that COW can meet legislated requirements, at several points during an election to share data shared with candidates is based upon the contest for which the candidate is running.	Election Operations	MR19
The Solution shall have the capability to permit the extract of up-to-date lists of electors for an individual contest, either locally in a returning office, or centrally by COW head office who then would share it locally, so that COW can meet legislated requirements.	Election Operations	MR20

Requirement Description	Requirement Category	RFP Requirement Ref#
The Solution shall have the capability to maintain addressing standards, prevent duplicate entries, while permitting the information supplied by an elector to searched in either official language, presented onscreen, and stored in its 911 and Canada Post compliant version(s). Data and updates returned to COW shall be able to be sorted and corrected easily using automated methods.	Election Operations	MR21
The Solution shall permit training to be conducted for either a municipal (general or by-election) or a general election that is underway.	Election Operations	MR22
The Solution shall include information how it would be scaled up for general municipal elections every four years, or for city wide by-elections as required, while being scaled back / in place to be quickly utilized for small municipal and school division by-elections conducted up to every six months.	Election Operations	MR23
As a minimum, Solutions shall ensure COW existing capabilities possible with its existing technology in the polling stations are not diminished.	Election Operations	MR24
The Solution shall enable election officers in a polling station to search for electors using a scan of a barcode, QR code and / or other similar scanning codes as well as being able to manually search for the elector via address or name, followed by strike off the elector and providing the election officer the information required to issue the correct ballot.	Election Operations	MR25
The Solution shall enable electors to "vote anywhere" at any voting location established in the City of Winnipeg	Election Operations	MR26
The Solution shall permit electors who were previously struck off to vote after completing and signing an oath.	Election Operations	MR27
The computing device shall include a standalone computing device with screen, scanning capability, input mechanism for election officer, carrying case and all other parts required for operation. Printer is not required.	Election Operations	MR28
The computing device shall be new or gently used (defined as used previously in a maximum of 1 election and refurbished to new standards / capable of being refurbished to new standards). Bid price shall include cost of refurbishment for gently used equipment. Describe the computing device being provided, whether new or gently used and how refurbishment will occur if needed.	Election Operations	MR29
The Solution shall ensure that the official copy of the City of Winnipeg Voters' List (used to meet legal and recordkeeping requirements) is readily identifiable at all times, and that it is able to be retained for archival disposition. The system shall allow election officials to 1) easily locate the most recent list and 2) export it for hard copy printing.	Election Operations	MR30
The Contractor shall provide 24/7 system technical support to COW during election periods.	Hosting, Availability, Business Continuity and Disaster Recovery	MR31
The Contractor shall maintain currency of the technical environment and proactively manage software or computing device updates.	Maintenance & Support	MR32