

REQUEST FOR PROPOSAL
FOR
SENIOR ELECTION OFFICIAL

THE TOWN OF SWAN RIVER



Closing Date: ~~June 11th, 2025~~ (Extended deadline to July 2nd, 2025)

Closing Time: 2:00pm CST

TABLE OF CONTENTS

1.0	ABSTRACT.....	3
2.0	INTRODUCTION.....	3
3.0	INSTRUCTION TO CONSULTANTS/INDIVIDUALS.....	3
3.1	CLOSING TIME AND CONTACT INFORMATION.....	3
3.2	AMENDMENTS TO PROPOSALS	4
3.3	ADDENDA.....	4
3.4	INQUIRIES AND TOWN OF SWAN RIVER REPRESENTATIVE.....	4
3.5	OPENING OF PROPOSALS	4
4.0	PROPOSAL CONTENT	4
5.0	EVALUATION AND SELECTION	5
5.1	GENERAL.....	5
5.2	EVALUATION PROCESS	6
5.3	LITIGATION	6
5.4	NEGOTIATION.....	7
5.5	MANDATORY REQUIREMENT(s)	7
6.0	GENERAL CONDITIONS.....	8
6.1	NO TOWN OBLIGATION.....	8
6.2	NO CLAIM FOR COMPENSATION	8
6.3	CONFLICT OF INTEREST.....	8
6.4	OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION	8
6.5	DISPUTE RESOLUTION	8
7.0	SCHEDULE “A”- PROPOSAL FORM	10

1.0 ABSTRACT

The Town of Swan River (the Town) seeks to engage the services of qualified and experienced individual to submit proposals to assist the Town by acting as the Senior Elections Official.

2.0 INTRODUCTION

The Town of Swan River is a municipality in Manitoba's Parkland Region.

On May 12th, 2025, a Councilor seat became vacant. According to Section 105(1) of the *Municipal Act* the Council must hold a by-election to fill this vacancy as soon as reasonably possible.

The objective of this Request for Proposals (RFP) is to select a bidder to provide a high quality of professionalism, integrity and confidentiality to serve as Senior Election Official (SEO) for the Town of Swan River.

The SEO once selected will be immediately asked to coordinate a by-election for the vacant Councillor seat.

3.0 INSTRUCTION TO CONSULTANTS/INDIVIDUALS

3.1 CLOSING TIME AND CONTACT INFORMATION

Hard Copy Proposals shall be clearly marked with the bidder's name and address and the RFP title as shown on the title page shall be received:

Hand delivered or mailed to:	Town of Swan River
	Box 879
	439 Main St.
	Swan River, MB R0L 1Z0

No later than: ~~June 11th~~ July 2nd, 2025 2:00pm CST

The Town shall not be responsible for proposals delivered to wrong addresses or that are not received prior to the closing date and time. It is the sole responsibility of each bidder to ensure their proposal(s) are received as intended. Late proposals will not be considered or opened.

3.2 AMENDMENTS TO PROPOSALS

Amendments to proposals will be accepted as per instructions set out in section 3.1.

3.3 ADDENDA

If the Town determines that additional information is necessary— either in response to questions received from bidders or because new information arises—an addendum will be issued. All addenda shall be posted on the Town website, and it will be assumed that each bidder submitting a proposal will have received the addenda as posted.

3.4 INQUIRIES AND TOWN OF SWAN RIVER REPRESENTATIVE

All inquiries and technical questions related to this RFP shall be directed to the Town of Swan River representative(s) noted below:

Uriah Waldner	or	Will Tewnton
Executive Assistant		Chief Administrative Officer
Ph: 204-734-4586 ext. 207		204-734-4586 ext. 205

3.5 OPENING OF PROPOSALS

Proposals shall be opened in the Town of Swan River Municipal Office, ~~June 11th~~ July 2nd, at 2:01 pm CST.

4.0 PROPOSAL CONTENT

All proposals shall include the following information:

1. The bidder's plan to complete an election and fulfil their duties as an SEO as set out in the statutes of Manitoba, including The Municipal Councils and School Boards Elections Act, C.C.S.M. c. M257 and The Municipal Act, C.C.S.M. c. M225. The duties include all administrative arrangements in connection with conducting an election, including but not limited to:
 - a. Maintenance of the Voter's List;
 - b. Nomination process for candidates;
 - c. Advance Voting and Mobile Voting Stations;
 - d. Receiving financial statements from all candidates of all monies raised and spent for their campaigns, in compliance with Town of Swan River Bylaw 8/2021;
 - e. The destruction of the ballots after the election; and
 - f. Announcing the results of the election.
2. Qualifications: a description of the bidder's capabilities specifically related to the Elections requirements, including examples of relevant experience.
3. A statement and description of the physical and human resources required to complete the election process.
4. Project Organization: the composition of the proposed team, if any, including:
 - a. Project team members;
 - b. Description of the roles of the team members; and
 - c. Level of experience of the team members specific to project.
5. Cost Breakdown: a detailed cost breakdown for the proposed services, showing the total cost for the performance of all services, expenses, materials, deliverables, and software/hardware costs (if applicable), to be used for completion of the election. Total cost shall be in Canadian dollars, including applicable GST/PST.

5.0 EVALUATION AND SELECTION

5.1 GENERAL

The evaluation of proposals will be conducted at the Town's sole discretion and may include consultation with others, references, etc. Any information obtained by the Town, whether provided by the bidder or not, may be used in the evaluation process.

The Town intends to evaluate proposals based on the best overall value to the Town of Swan River in its sole discretion.

The Town is not obligated to complete a detailed evaluation of all proposals and may, at its discretion, after completing a preliminary review of all the proposals, identify and drop from the detailed evaluation any proposal that the Town deems is not fit for further consideration.

Contract award is subject to the Town policies, procedures and bylaws, including funding approval, and may require approval by the elected Council of the Town.

5.2 EVALUATION PROCESS

The Town may, at its discretion, request clarifications or additional information from a bidder and the Town may make such requests to selected bidder(s) only. The Town may consider such clarifications or additional information in evaluating a proposal.

Bidders are advised that no information relating to the Town's process will be given out after the closing date or while the evaluation and selection process is underway. Bidders are asked to refrain from contacting the Town during the evaluation process.

Bidders will be advised of the outcome of the process after it is concluded, whether by the award of a contract or by cancelling the RFP process without contract award. Once a contract is awarded, the name of the contracted party will only be disclosed to anyone that inquires.

5.3 LITIGATION

In addition to any other provision in the RFP, the Town reserves the right to, at its absolute discretion, reject a proposal if the bidder, or any officer or director of the bidder submitting the proposal, is or has been engaged directly or indirectly in a legal action against the Town, its elected or appointed officers, representatives or employees in relation to any matter.

5.4 NEGOTIATION

The Town reserves the right to:

- A. Enter into a contract with the preferred bidder;
- B. Enter into discussions or negotiations with the preferred bidder(s) in an attempt to finalize the terms of the contract, including financial terms. If discussions are successful, the Town and the preferred bidder(s) will finalize the contract; or
- C. If at any time, the Town reasonably forms the opinion that a mutually acceptable agreement is not likely to be reached within a reasonable time, the Town shall give the preferred bidder(s) written notice to terminate discussions, in which event the Town may then terminate this RFP without contract award.

5.5 MANDATORY REQUIREMENT(s)

The successful bidder will always have the following obligations during the contract, should one arise:

- A. Town of Swan River Business License - The Consultant will be required to always obtain and maintain a valid Town of Swan River business license during the contract at no additional cost to the Town.
- B. Insurance -The Consultant shall obtain and maintain in full force and effect during the term of the contract, the insurance set out herein and provide proof of insurance provided by a company duly registered and authorized to conduct insurance business in the Province of Manitoba.
 - a. The Contractor shall provide proof of Commercial/Professional General Liability Insurance. This insurance shall be on an occurrence based policy with a minimum two million dollars (\$2,000,000) limit per occurrence basis.
 - b. The Contractor shall ensure that vehicles owned and/or operated by the Contractor in connection with the Contract maintain Third Party Legal Liability Insurance in an amount not less than two million dollars (\$2,000,000) per occurrence.

The Contractor shall ensure that all policies where the Town of Swan River is named as an Additionally Insured contain the Cross Liability Clause. The insurance policy referred to herein shall not be canceled or

materially changed without the insurer giving not less than thirty (30) days written notice to the Town of Swan River.

6.0 GENERAL CONDITIONS

6.1 NO TOWN OBLIGATION

This RFP is not a tender and does not commit the Town in any way to select a preferred bidder, or to proceed to negotiations for a contract, or to award any contract. The Town reserves the right to reject all proposals and to terminate this RFP process at any time.

6.2 NO CLAIM FOR COMPENSATION

Except as expressly and specifically permitted in these general conditions, no bidder shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a proposal, each bidder shall be deemed to have agreed that they have no claim.

6.3 CONFLICT OF INTEREST

Bidders should disclose in their proposal any actual or potential conflicts of interest and existing business relationships it may have with the Town of Swan River, its elected or appointed officials or employees. The Town may rely on such disclosure.

6.4 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

All proposal submissions submitted under this RFP become the property of the Town and will not be returned to the bidder. The Town advises bidders that their proposals may be subject to the provisions of Manitoba's Freedom of Information and Protection of Privacy Act.

6.5 DISPUTE RESOLUTION

All claims, disputes or issues between the Town and the Contractor shall be decided by mediation or arbitration, if the parties agree, or upon failing to come to agreement in a Court of competent jurisdiction within the Province of Manitoba and governed by the laws of Manitoba.

7.0 SCHEDULE "A" - PROPOSAL FORM

RFP PROJECT TITLE: Senior Election Official

NAME OF BIDDER: _____

Contact person: _____

Address: _____

Phone: _____

Email: _____

Postal Mailing Address: **Town of Swan River**
Box 879
Swan River MB
R0L 1Z0

Drop off Address: **Town of Swan River**
439 Main St.
Swan River MB
R0L 1Z0

I/We, the undersigned duly authorized representative of the bidder, having received and carefully reviewed all of the proposal documents; including the RFP and any issued addenda and having full knowledge of the scope(s) submit this proposal in response to the RFP. We are including comprehensive information as requested.

Signature of authorized Representative

Print Name of authorized Representative