



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. . 534-2010

BENEFITS ADVISOR

Proposals shall be submitted to:

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

in accordance with B6.

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
------------------	---

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. Addenda	1
B6. Proposal Submission	2
B7. Form A: Proposal	2
B8. Qualification	2
B9. Proposed approach	4
B10. Fees	4
B11. Experience	4
B12. References	4
B13. Opening of Proposals and Release of Information	4
B14. Interviews	4
B15. Negotiations	5
B16. Evaluation of Proposals	5
B17. Award of Contract	6

PART C - SUPPLEMENTAL CONDITIONS

C1. Scope of Work	1
C2. Contract Administrator	2
C3. Confidentiality and Ownership of Information	3
C4. Insurance	3
C5. Commencement	3
C6. Payment	3
C7. Default and Termination	3
C8. Indemnity	4
C9. Declaration of No Conflict	5
C10. Information and Reports	5
C11. Modification of Contract	5
C12. Assignment	5
C13. City not Obligated to Third Parties	5
C14. When Rights and Remedies Not Waived	5
C15. Definitions	5

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 BENEFITS ADVISOR

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, August 16, 2010.

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. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in C1.1.

B3.2 If the Bidder has enquiries, or is unsure of the meaning or intent of any provision in this document, the Bidder should submit enquiries, or request clarification from the Contract Administrator, 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 this document will be provided by the Contract Administrator to all Bidders 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 this document will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.5 If the Bidder finds errors, discrepancies or omissions in this document, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission prior to the Submission Deadline.

B3.6 The Bidder 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.

B4. CONFIDENTIALITY

B4.1 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.

B4.2 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.

B5. ADDENDA

B5.1 The Contract Administrator may, at any time prior to the Submission deadline, issue addenda.

B5.1.1 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>

B5.1.2 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.

B5.2 The Bidder shall acknowledge receipt of each addendum in Paragraph 4 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B6. PROPOSAL SUBMISSION

B6.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal (Section A);
- (b) Proposed Approach (Section B);
- (c) Fees (Section C);
- (d) Experience (Section D);
- (e) References (Section E).

B6.2 Bidders are advised that inclusion of terms and conditions inconsistent with the this document will be evaluated in accordance with B18.1(a).

Format

B6.3 Proponents should submit one (1) unbound original (marked "original") and *four (4)* copies plus one (1) copy in an MSOffice compatible electronic format on a standard CD. If there is any discrepancy between the electronic version and the original hard copy, the original hard copy shall take precedence.

B6.3.1 Each requirement should be addressed in a separate section clearly marked with the corresponding letter.

B6.3.2 Each section should contain no more than *ten (10)* pages (standard 8.5x11 "), using a printing font with a 12 pitch. Any graphics included should be contained within the specified amount of pages.

B6.4 The City reserves the right to make additional copies of all Submissions for its internal review process and to provide such copies to its staff and external advisors.

B6.5 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.

B6.6 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B6.7 Proposals shall be submitted to:

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

B7. FORM A: PROPOSAL

B7.1 Bidders shall complete Form A: Proposal, making all required entries.

B7.2 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.
- B7.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 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.
- B7.4 Paragraph **Error! Reference source not found.** 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.
- B7.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B7.5 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.

B8. QUALIFICATION

- B8.1 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;
 - (b) be financially capable of carrying out the terms of the Contract;
 - (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; and
- B8.2 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>
- B8.3 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);

B8.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, further proof, satisfactory to the Contract Administrator, of the qualifications of the Bidder and of any proposed Subcontractor.

B9. PROPOSED APPROACH

B9.1 The Bidders shall propose an approach to achieve a valued, contemporary benefits plan that reduces costs and meets the requirements of the City of Winnipeg and its employees. The proposed approach should include all aspects of ongoing monthly support and include timelines on major project based deliverables and must address all items in C1 Scope of Work. All major project based timelines should be presented in a Gantt chart in MS Project, Excel, or Word Table.

B10. FEES

B10.1 Bidders shall submit fees in Canadian funds, on a monthly retainer basis.

B11. EXPERIENCE

B11.1 *Bidders shall submit the following information:*

- (a) Experience in developing comprehensive benefit plan strategies for large organizations;
- (b) Experience in developing options regarding plan benefit plan design and underwriting options;
- (c) Past work experience specific to benefit plan design and administration in large, public, unionized organizations;
- (d) Experience in negotiating with insurance carriers;
- (e) Experience in providing ongoing monthly support to an organization;
- (f) Track record of showing innovation and applying best practices;
- (g) Experience and qualifications of proposed team members and estimated percentage of time assigned to this project.

B12. REFERENCES

B12.1 Bidders shall submit:

- (a) Three (3) client references for projects similar in size and scope. Each reference should consist of a company name, contact name, email address, phone number and a brief description of the project.

B13. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B13.1 Proposals will not be opened publicly.

B13.2 To the extent permitted, the City shall treat all Proposal as confidential, however the Bidder is advised that any information contained in any Proposal Submission 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.

B14. IRREVOCABLE OFFER

B14.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 5 of Form A: Proposal.

B14.2 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 until a

Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 5 of Form A: Proposal.

B15. WITHDRAWAL OF OFFERS

- B15.1 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.
- B15.1.1 Notwithstanding C22.5, 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.
- B15.1.2 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 **Error! Reference source not found.** of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B15.1.3 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 **Error! Reference source not found.** of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Proposal withdrawn.
- B15.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B14.2 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.

B16. INTERVIEWS

- B16.1 The Contract Administrator may, in his sole discretion, interview Bidders during the evaluation process.

B17. NEGOTIATIONS

- B17.1 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.
- B17.2 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.
- B17.3 If, in the course of negotiations pursuant to B17.2 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.

B18. EVALUATION OF PROPOSALS

- B18.1 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 there from: (pass/fail)
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B7.2; (pass/fail)
 - (c) Proposed Approach; 50%
 - (d) Fees; 20%
 - (e) Experience; 25%
 - (f) References. 5%
- B18.2 Further to B18.1(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.
- B18.3 Further to B18.1(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.
- B18.4 Further to B18.1(c), the Proposed Approach shall be evaluated based on the information submitted in accordance with B6.1(b) and B9.
- B18.5 Further to B18.1(d), Fees will be evaluated based on the information submitted in accordance with B6.1(c) and B10.
- B18.6 Further to B18.1(e), Experience will be evaluated based on the information submitted in accordance with B6.1(d) and B11.
- B18.7 Reference checks to confirm information provided may not be restricted to only those submitted by the Bidder, and may include organizations representing Persons, known to have done business with the Bidder.
- B19. AWARD OF CONTRACT**
- B19.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B19.2 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.
- B19.2.1 Without limiting the generality of B19.2, the City will have no obligation to award a Contract where:
- (a) the Fees exceed the available City funds for the Work;
 - (b) the Fees are materially in excess of the Fees received for similar work in the past;
 - (c) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B19.3 Where an award of Contract is made by the City, the City shall not be obligated to award any item to the responsible Bidder submitting the most advantageous offer for that item and shall have the right to choose the alternative which is in its best interests.
- B19.3.1 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 - SUPPLEMENTAL CONDITIONS

C1. SCOPE OF WORK

C1.1 The Work to be done under the Contract shall consist of a Benefits Advisor to:

- (a) Validate the Benefits Plan review submitted to the City March 2010.
- (b) Work with the City to develop an overall City of Winnipeg benefits strategy which includes sick leave, underwriting/financial, contracts, plan design, claims analysis, processes and communication.
- (c) Provide support and work with the City of Winnipeg on a ongoing basis to ensure the implementation of the benefits strategy including:
 - (i) Acting on behalf of the City in discussions/negotiations with benefit providers/insurers and manage the relationship with benefit providers/insurers on behalf of the City of Winnipeg.
 - (ii) Reviewing and advising of impacts of any federal and provincial legislative changes.
 - (iii) Meeting regularly with representatives of the City and acting as the Project Manager/Facilitator for all aspects as provided below.

C1.2 The major components of the Work are as follows:

C1.2.1 Evaluate and implement approved recommendations with respect to the City's **sick leave program**, including but not limited to:

- (a) Provide assistance in negotiations with unions with respect to issues like cost impacts, design, impact to employer/employees, and market/industry trends (ongoing).
- (b) Explore possibility of 3rd party adjudicator, market plan to determine best fit provider/adjudicator, implement transition to 3rd party adjudicator if directed, and handle claim escalation/appeal issues on behalf of the City with 3rd party adjudicator (if a 3rd party adjudicator is retained).
- (c) Draft/update disability wording as required to make Collective Agreement wording/provisions consistent across all groups.
- (d) Facilitate discussion/implementation of changed design based on market survey results.

C1.2.2 Evaluate and implement approved recommendations with respect to the City's **health and dental programs**, including but not limited to:

- (a) Ensure renewal rates/expenses are reasonable and competitive; provide comprehensive annual report to the City including renewal analysis information and detailed claims information (ongoing).
- (b) Negotiate expense factors/rates with carrier on behalf of the City of Winnipeg (ongoing).
- (c) Determine if a move to self-insured basis for all benefits is in the City's best interests, implement transition to self-insured basis if agreed upon and review contract, annually establish deposit rates for self-insured benefits, and implement billing process for transition to self-insured.
- (d) Establish claims audit procedures/rules, conduct audit, report on findings, make appropriate corrections.
- (e) Provide assistance in negotiations with unions with respect to issues like cost impacts, design, impact to employer/employees, and market/industry trends (ongoing).
- (f) Explore feasibility of transitioning to mandatory drug card and implement any changes with carrier.
- (g) Review contract/booklet wording, and design/draft employee communications (ongoing).

- (h) Provide the City with ongoing evaluation and claims experience (ongoing).
- (i) Act as the liaison between carrier and the City (ongoing).
- (j) Handle claim escalation/appeal issues on behalf of the City (ongoing).
- (k) Respond to coverage inquiries by plan administrators (ongoing).

C1.2.3 Carrier Contracts/Booklets:

- (a) Ensure consistency in communications between collective agreements, contracts and booklets (ongoing)
- (b) Implement/manage changes with carrier and review revisions for accuracy
- (c) Implement new booklet approach with the carrier – ensure requested wording/format is adopted by carrier and review for accuracy

C1.2.4 Flex Benefits:

- (a) Explore feasibility of flex benefits/HSA
- (b) Design and price sample flex benefits program
- (c) Deliver education sessions and facilitate debate on developing a Flex Benefit program

C1.2.5 Plan Administration:

- (a) Work with City to design a workable and effective plan administration model
- (b) Facilitate implementation of new model with the City and carrier(s)
- (c) Provide assistance/support to plan administrators with respect to process and administration (ongoing).

C1.2.6 Employee Communication:

- (a) Develop communications strategy with the City addressing:
 - (i) Branding theme
 - (ii) Communication pieces – posters, employee notices, on-line materials, booklets, guides
 - (iii) Employee portal accessible 24/7
 - (iv) Personal benefit statements
 - (v) Voice-over presentations

C1.2.7 Plan Administration:

- (a) Work with City to review, design and implement a workable and effective plan administration model
- (b) Facilitate implementation of new model with the City and carrier(s)

C2. CONTRACT ADMINISTRATOR

C2.1 The Contract Administrator is:

Linda Black
Director of Corporate Support Services

Telephone No.: (204) 986-2379
Facsimile No.: (204) 986-5966

Email: lblack@winnipeg.ca

C3. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

C3.1 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.

C4. INSURANCE

C4.1 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, with a cross-liability clause, such liability policy to also contain contractual liability, unlicensed motor vehicle liability, non-owned automobile liability and products and completed operations, to remain in place at all times during the performance of the Work;
- (b) 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) at all times during the performance of the Work and until the date of Total Performance.;

C4.2 Deductibles shall be borne by the Contractor.

C4.3 The Contractor shall provide the City Solicitor 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.

C4.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

C5. COMMENCEMENT

C5.1 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.

C5.2 The City intends to award this Contract by October 1, 2010.

C6. PAYMENT

C6.1 Fees shall be payable without deduction, including no deduction for income taxes, Canada Pension Plan or Employment Insurance premiums or contributions.

C6.2 The Contractor shall submit invoices monthly for the Services rendered and expenses paid within the previous month and the City shall pay same within 30 days of receipt thereof, subject to the approval of invoices by the Contract Administrator.

C6.3 The City may, at its option, pay the Contractor by direct deposit to the Contractor's banking institution.

C6.4 Prices from non-resident Contractors are subject to a Non-resident Withholding Tax pursuant to the Income Tax Act (Canada).

C7. DEFAULT AND TERMINATION

C7.1 The Contractor is in breach of or in default under this Contract if, at any time:

- (a) any representation or warranty made by the Contractor is false or misleading in any material respect; or
- (b) the City is reasonably of the opinion that:
 - (i) the Contractor is not carrying out the Services in a manner acceptable to the City or in accordance with the terms and conditions of this Contract; or

- (ii) the Contractor has failed to comply with, any of its material obligations or undertakings under this Contract; and
 - (iii) the Contractor, on receiving notice in writing from the City of the breach, default or failure, has failed to remedy the breach, default or failure to the satisfaction of the City within five (5) days of receiving the notice, or in the event the breach, default or failure is such that it cannot be remedied within five (5) days, has failed to provide to the City within five (5) days of receiving the notice a plan, acceptable to the City, for remedying the breach, default or failure within a reasonable period of time; or
 - (c) if any receiver or interim receiver, trustee or liquidator of all or substantially all of the Contractor's property is appointed; or if the Contractor makes an assignment for the benefit of its creditors or makes any assignment or has a receiving order made against it under the *Bankruptcy and Insolvency Act (Canada)*; or becomes bankrupt or insolvent or makes application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors; or takes any action whatever, legislative or otherwise, with a view to winding-up, dissolution or liquidation of the Contractor.
- C7.2 If the Contractor is in breach of or in default under this Contract, the City may do or require one or more of the following:
- (a) suspend or withhold any payments due, or any part thereof, until the Contractor has remedied the breach, default or failure to the satisfaction of the City;
 - (b) where the breach, default or failure is not remedied or is not capable of being remedied, terminate this Contract and any financial obligation of the City hereunder by giving notice in writing;
 - (c) where the breach, default or failure is one described above, terminate this Contract and any financial obligation of the City hereunder by giving notice in writing.
- C7.3 Upon notice of termination of this Contract being provided, the Contractor shall deliver to the City all reports, lists and other data and information and material utilized, collected, compiled, drawn or produced in connection with this Contract which are in its possession or under its control.
- C7.4 Upon notice of termination of this Contract being provided, and upon receipt of a final statement for Services rendered, the City will pay to the Contractor such amounts as the Contractor may be entitled to receive under this Contract as a payment for Services properly rendered under this Contract up to the date of the notice. The City may set off against such payment any amounts owing to it by the Contractor.
- C8. INDEMNITY**
- C8.1 The Contractor shall indemnify and save harmless the City from and against all claims, losses, costs, damages, suits, proceedings, or actions arising directly or indirectly out of or related to the Contractor's activities in executing the Services including the Contractor's omissions, negligence, improper acts or delays in executing the Services, for an amount equivalent to the Contract value.
- C8.2 The City may settle any such claim, suit or lien and charge the Contractor with the amount paid or to be paid in effecting a settlement or which may be adjudged due by the City.
- C8.3 The Contractor shall pay to the City the value of all legal services and disbursements required to defend it against any claim arising out of the Contract and in computing the value of such services no regard shall be had to the fact that the same may have been performed by a salaried employee of the City.
- C8.4 The Contractor shall pay to the City all costs taxed against the Contractor in any litigation between the Contractor and the City arising out of the Contract.

C9. DECLARATION OF NO CONFLICT

- C9.1 The Contractor hereby declares that this Contract is entered into in good faith on the part of the Contractor, that no member of City Council, administrative or financial officer, director or any other officer of the City has any pecuniary interest, direct or indirect, in this Contract or any other contract or part of a contract, or commission made pursuant to this Contract or to any benefit to arise there from, and agrees that it shall forfeit all claims for payment or otherwise under this Contract if any member of City Council, administrative or financial officer, director or any other officer of the City is at any time interested therein or if any interest therein is given or agreed to be given to it and as well shall refund to the City any monies paid to the Contractor by the City under this Contract.
- C9.2 The Contractor declares that it has not participated in any collusive scheme or combine in connection with the Proposal or this Contract and agrees that it shall forfeit all claims for payment or otherwise under this Contract if it should ever be established that this declaration is false and as well shall refund to the City any monies paid to the Contractor by the City under this Contract.

C10. INFORMATION AND REPORTS

- C10.1 The Contractor shall, on a monthly basis in conjunction with the project based deliverables timeline, in such form as the City may require, furnish such periodic reports concerning the status project deliverables and ongoing services, such statements, certificates, approvals and copies of proposed and executed plans and claims and other information relative to the Services as may be requested by the City. The Contractor shall furnish the City, upon request, with copies of all documents and other materials prepared or developed in relation with or as part of the Services.

C11. MODIFICATION OF CONTRACT

- C11.1 This Contract may be modified by the parties hereto only by a written supplemental agreement executed by both parties.

C12. ASSIGNMENT

- C12.1 The Contractor shall not voluntarily or by operation of law assign or otherwise transfer the obligations incurred on its part pursuant to the terms of this Contract without the prior written consent of the City. Any attempted assignment or transfer by the Contractor of its obligations without such consent shall be wholly void.

C13. CITY NOT OBLIGATED TO THIRD PARTIES

- C13.1 The City shall not be obligated or liable hereunder to any party other than the Contractor.

C14. WHEN RIGHTS AND REMEDIES NOT WAIVED

- C14.1 In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default which may then exist, on the part of the Contractor and the making of any such payment by the City while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the City in respect of such breach or default.
- C14.2 The waiver by either party of any breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach.

C15. DEFINITIONS

- C15.1 Where used in this Request for Proposal:

- (a) **“Award Authority”** means the authority having the jurisdiction to award the Contract according to the City’s by-laws, policies or procedures;
- (b) **“Bidder”** means any person submitting a Proposal for the Work;
- (c) **“Business Day”** means any Calendar Day, other than a Saturday, Sunday, or a statutory or civic holiday between the hours of 8:30 and 4:30;
- (d) **“City”** means The City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
- (e) **“Contract”** means the combined documents consisting of either:
 - (i) the agreement forwarded to the Contractor and all schedules thereto (consisting of the Request for Proposal and any documents (and Drawings) referred to and incorporated therein) together with the Proposal and any submissions required to be made by the Contractor after award, and all amendments to the foregoing; or
 - (ii) the Purchase Order prepared and forwarded to the Contractor which shall be deemed to include the Request for Proposal and any documents (and Drawings) referred to and incorporated therein, together with the Proposal and any submissions required to be made by the Contractor after award and all amendments to the foregoing.
- (f) **“Contract Administrator”** means the person designated as such in the Supplemental Conditions;
- (g) **“Contract Price”** means the price agreed upon for the Work and any adjustments thereto which may be required or agreed to pursuant to the Contract;
- (h) **“Contractor”** or **“Consultant”** means the person undertaking the performance of the Work under the terms of the Contract;
- (i) **“Council”** means the Council of The City of Winnipeg;
- (j) **“Manager of Materials”** means the City employee holding that office or, if applicable, the successor to the authority or responsibility of such office;
- (k) **“may”** indicates an allowable action or feature which will not be evaluated;
- (l) **“must”** or **“shall”** indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (m) **“Person”** means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (n) **“Proposal”** means the offer contained in the Proposal Submission;
- (o) **“Proposal Submission”** means that portion of the Request for Proposal which must be completed or provided and submitted by the Submission Deadline in order to constitute a responsive Proposal;
- (p) **“Request for Proposal”** means the Proposal Submission, the Bidding Procedures, the Supplemental Conditions, the Specifications (where applicable), the Drawings (where applicable) and all addenda;
- (q) **“should”** indicates a desirable action or feature which will be evaluated on a relative scale;
- (r) **“Site”** means the lands and other places, including structures, on, under, in or through which the Work is to be performed but does not include a Contractor’s Facility;
- (s) **“Subcontractor”** means a person contracting with the Contractor for the performance of a part or parts of the Work and includes a Subcontractor’s subcontractor;
- (t) **“Submission Deadline”** means the time and date set out in the Bidding Procedures for final receipt of Bids;
- (u) **“Supplemental Conditions”** means the portion of the Request for Proposal by that name which sets out terms and conditions specific to the Contract.

- (v) **“Total Performance”** means that the entire Work has been performed in accordance with the Contract;
- (w) **“Work”** means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done by the Contractor pursuant to the Contract.