



**THE CITY OF WINNIPEG**

# **REQUEST FOR PROPOSAL**

**RFP NO. 483-2017**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE DEVELOPMENT OF A COMPREHENSIVE LONG TERM BENEFITS STRATEGY WITH POTENTIAL IMPLEMENTATION, AND TO ACT AS THE EMPLOYER'S REPRESENTATIVE AND ADVOCATE BETWEEN THE EMPLOYER AND THE BENEFITS CARRIER(S), AS WELL AS BETWEEN EMPLOYEES AND THE BENEFITS CARRIER(S)**

**Proposals shall be submitted to:**

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

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## **PART B - BIDDING PROCEDURES**

### **B1. CONTRACT TITLE**

- B1.1 REQUEST FOR PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES FOR THE DEVELOPMENT OF A COMPREHENSIVE LONG TERM BENEFITS STRATEGY WITH POTENTIAL IMPLEMENTATION, AND TO ACT AS THE EMPLOYER'S REPRESENTATIVE AND ADVOCATE BETWEEN THE EMPLOYER AND THE BENEFITS CARRIER(S), AS WELL AS BETWEEN EMPLOYEES AND THE BENEFITS CARRIER(S)

### **B2. SUBMISSION DEADLINE**

- B2.1 The Submission Deadline is 12:00 noon Winnipeg time, July 20, 2017.
- 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 Project Manager 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 Project Manager identified in D2.
- 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 Project Manager of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.
- B3.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.
- B3.4 Responses to enquiries which, in the sole judgment of the Project Manager, require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager to all Proponents by issuing an addendum.
- B3.5 Responses to enquiries which, in the sole judgment of the Project Manager, do not require a correction to or a clarification of the Request for Proposal will be provided by the Project Manager only to the Proponent who made the enquiry.
- B3.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the City's Project Manager. Failure to restrict correspondence and contact to the Project Manager may result in the rejection of the Proponents Proposal Submission.
- B3.7 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 Project Manager in writing.

### **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 Project Manager. 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 Proposals to the media or any member of the public without the prior written authorization of the Project Manager.

## **B5. ADDENDA**

B5.1 The Project Manager 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 Project Manager 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.

B5.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B5.2.2 The Proponent is responsible for ensuring that he/she 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.

B5.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

## **B6. PROPOSAL SUBMISSION**

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

- (a) Form A: Proposal (Section A) in accordance with B7;
- (b) Form B: Fees (Section B) in accordance with B8.

B6.2 The Proposal should also consist of the following components as they apply to Line Item No. 1, Strategy Development (Phase 1):

- (a) Experience of Proponent and Subconsultants (Section C) in accordance with B9;
- (b) Experience of Key Personnel Assigned to this Project (Section D), in accordance with B10;
- (c) Project Understanding and Methodology (Section E) in accordance with B11; and
- (d) Project Schedule (Section F) in accordance with B12.

B6.3 The Proposal should also consist of the following components as they apply to Line Item No. 2, Strategy Implementation (Phase 2):

- (a) Experience of Proponent and Subconsultants (Section G) in accordance with B13;
- (b) Experience of Key Personnel Assigned to this Project (Section H), in accordance with B14;
- (c) Project Understanding and Methodology (Section I) in accordance with B15; and
- (d) Project Schedule (Section J) in accordance with B16.

B6.4 The Proposal should also consist of the following components as they apply to Line Item No. 3 Employer/Employee's Representative and Advocate:

- (a) Experience of Proponent and Subconsultants (Section K) in accordance with B17;
- (b) Experience of Key Personnel Assigned to Administrative Services (Section L), in accordance with B18; and
- (c) Project Understanding and Methodology (Section M) in accordance with B19.

- B6.5 Further to B6.1 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.
- B6.6 Further to B6.2, 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.
- B6.7 Proponents should submit one (1) unbound 8.5" x 11" original (marked "original") including drawings and three (3) copies (copies can be in any size format) for sections identified in B6.1 and B6.2.
- B6.8 Proposal format, including type of binding, 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 team.
- B6.9 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B27.1(a).
- B6.10 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B6.11 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B6.12 Proposals shall be submitted to:  
The City of Winnipeg  
Corporate Finance Department  
Materials Management Division  
185 King Street, Main Floor  
Winnipeg MB R3B 1J1
- B6.13 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

**B7. PROPOSAL (SECTION A)**

- B7.1 The Proponent 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 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.
- 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 Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B7.4 Paragraph 11 of Form A: 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 and the corporate seal, if the corporation has one, should be affixed;
- (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.

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 "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.

## **B8. FEES (SECTION B)**

B8.1 The Proponent shall state fees as follows:

- (a) A **lump sum** Fixed Fee in Canadian funds for Phase 1 (identified as Item No. 1 on Form B: Fees) and as identified in D4 Scope of Services;
- (b) A **lump sum** Fixed Fee in Canadian funds for Phase 2 (identified as Item No. 2 on Form B: Fees) and as identified in D4 Scope of Services; and
- (c) A price in Canadian funds for the **monthly** rate for ongoing maintenance services for each of five (5) years (as identified as Item No. 3 on Form B: Fees) and as identified in D4 Scope of Services.

B8.1.1 Notwithstanding C11.1.3, prices on Form B: Fees 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.

B8.2 The quantities listed on Form B: Fees are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

B8.3 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.

B8.4 Adjustments to Fees will only be considered based on increases to the Scope of Services.

B8.4.1 The City will not consider an adjustment to the Fees based on changes in the Project budget.

B8.5 Notwithstanding C1.1(b), Fees shall include costs for out of town travel, related meals and accommodations for the duration of the Project and shall not be considered an Allowable Disbursement.

B8.6 Fees shall also include an allowance for Allowable Disbursements as defined in C1.1(b).

B8.7 Payments to Non-Resident Consultants are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

## **B9. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION C)**

B9.1 In response to B6.2(a) Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subconsultants in the **development** of a Comprehensive Medical Benefits long-term strategy, including

management of the project on three projects of similar complexity, scope and value. Proponents should also include details of their Flex-Plan Development experience.

- B9.2 For each project listed in B9.1(a), the Proponent should submit:
- (a) description of the project;
  - (b) role of the consultant;
  - (c) project's original contracted cost and final cost;
  - (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
  - (e) project owner;
  - (f) reference information (two current names with telephone numbers per project).
- B9.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.
- B9.3 This section of 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 Subconsultants.

**B10. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THIS PROJECT (SECTION D)**

- B10.1 In response to B6.2(b) describe your approach to overall team formation and coordination of team members.
- B10.1.1 Include an organizational chart for **this** Project.
- B10.2 Submit the experience and qualifications of the Key Personnel assigned to this Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants 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 in design and years of experience with existing employer. Roles of each of the Key Personnel in this Project should be identified in the organizational chart referred to in B10.1.1.
- B10.3 For each person identified in B10.1.1, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B10.2, 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 (two current names with telephone numbers per project).

**B11. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)**

- B11.1 In response to B6.2(c) 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.
- B11.2 Methodology should be presented in accordance with the Scope of Services identified in D4.
- B11.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of this Project.
- B11.4 Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;



- (b) the proposed Project budget;
- (c) the City's Project methodology with respect to the information provided within this RFP; and
- (d) any other issue that conveys your team's understanding of the Project requirements.

B11.5 For each person identified in B10.1.1 list the percent of time to be dedicated to this Project in accordance with the Scope of Services identified in D4.

## **B12. PROJECT SCHEDULE (SECTION F)**

B12.1 In response to B6.2(d) 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.

B12.2 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.

B12.3 The Proponent should also identify what City of Winnipeg staff involvement would be required for Phase 1.

## **B13. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION G)**

B13.1 In response to B6.3(a) Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subconsultants in the **implementation** of a Comprehensive Medical Benefits long-term strategy, including management of the project on three projects of similar complexity, scope and value.

B13.2 For each project listed in B13.1(a), the Proponent should submit:

- (a) description of the project;
- (b) role of the consultant;
- (c) project's original contracted cost and final cost;
- (d) design and schedule (anticipated Project schedule and actual project delivery schedule, showing design separately);
- (e) project owner;
- (f) reference information (two current names with telephone numbers per project).

B13.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

## **B14. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THIS PROJECT (SECTION H)**

B14.1 In response to B6.3(b) describe your approach to overall team formation and coordination of team members.

B14.1.1 Include an organizational chart for **this** Project.

B14.2 Submit the experience and qualifications of the Key Personnel assigned to this Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants 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 in design 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 B14.1.1.

B14.3 For each person identified in B14.1.1, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B14.2, 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 (two current names with telephone numbers per project).

**B15. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION I)**

B15.1 In response to B6.3(c) 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.

B15.2 Methodology should be presented in accordance with the Scope of Services identified in D4.

B15.3 Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of this Project.

B15.4 Proposals should address:

- (a) the team's understanding of the broad functional and technical requirements;
- (b) the proposed Project budget;
- (c) the City's Project methodology with respect to the information provided within this RFP; and
- (d) any other issue that conveys your team's understanding of this Project requirements.

B15.5 For each person identified in B14.1.1, list the percent of time to be dedicated to the Project in accordance with the Scope of Services identified in D4.

**B16. PROJECT SCHEDULE (SECTION J)**

B16.1 In response to B6.3(d) 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.

B16.2 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 this Project. Reasonable times should be allowed for completion of these processes.

**B17. EXPERIENCE OF PROPONENT AND SUBCONSULTANTS (SECTION K)**

B17.1 In response to B6.4(a) Proposals should include:

- (a) details demonstrating the history and experience of the Proponent and Subconsultants in providing **contract administration services** on three projects of similar complexity, scope and value.

B17.2 For each project listed in B17.1(a), the Proponent should submit:

- (a) description of the project;
- (b) role of the consultant;
- (c) project owner;
- (d) reference information (two current names with telephone numbers per project).

B17.2.1 Where applicable, information should be separated into Proponent and Subconsultant project listings.

**B18. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO ADMINISTRATIVE SERVICES (SECTION L)**

B18.1 In response to B6.4(b) describe your approach to overall team formation and coordination of team members.

B18.1.1 Include an organizational chart for **this** Project.

B18.2 Identify the following Key Personnel assigned to this Project:

(a) project manager.

B18.3 Submit the experience and qualifications of the Key Personnel assigned to this Project for projects of similar complexity, scope and value, including the principals-in-charge, the Consultants 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 in design 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 B18.1.1.

B18.4 For each person identified in B18.1.1, list at least two comparable projects in which they have played a primary role similar to that proposed for this Project. If a project selected for a key person is included in B18.3, 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 (two current names with telephone numbers per project).

**B19. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION M)**

B19.1 In response to B6.4(c) describe your firm's 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.

B19.2 Methodology should be presented in accordance with the Scope of Services identified in D4.

B19.3 Proposals should address:

(a) the team's understanding of the broad functional and technical requirements;

(b) the proposed Monthly Fee;

(c) the City's Project methodology with respect to the information provided within this RFP; and

(d) any other issue that conveys your team's understanding of the Project requirements.

**B20. DISCLOSURE**

B20.1 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.

B20.2 The Persons are:

(a) N/A

## **B21. QUALIFICATION**

B21.1 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;
- (c) have all the necessary experience, capital, organization, and equipment to perform the Services in strict accordance with the terms and provisions of the Contract;
- (d) have or establish and staff an office in Winnipeg for the duration of the Contract.

B21.2 The Proponent and any proposed Subconsultant (for the portion of the Services 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>

B21.3 The Proponent and/or any proposed Subconsultant (for the portion of the Services proposed to be subcontracted to them) shall:

- (a) have successfully carried out services for, management and contract administration for projects of similar complexity, scope and value; and to those required for this Project;
- (b) have experience in Flex-Plan Development;
- (c) be fully capable of performing the Services required to be in strict accordance with the terms and provisions of the Contract;
- (d) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
- (e) undertake to meet all licensing and regulatory requirements of the appropriate governing authorities and associations in the Province of Manitoba.

B21.4 The Proponent shall submit, within three (3) Business Days of a request by the Project Manager, further proof satisfactory to the Project Manager of the qualifications of the Proponent and of any proposed Subconsultant.

B21.5 The Proponent shall provide, on the request of the Project Manager, full access to any of the Proponent's equipment and facilities to confirm, to the Project Manager's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Services.

## **B22. OPENING OF PROPOSALS AND RELEASE OF INFORMATION**

B22.1 Proposals will not be opened publicly.

B22.2 After award of Contract, the names of the Proponents and the Contract amount of the successful Proponent will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>

B22.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Proponent is advised 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).

B22.4 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 Project Manager.

### **B23. IRREVOCABLE OFFER**

B23.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.

B23.2 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 performance 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: Proposal.

### **B24. WITHDRAWAL OF OFFERS**

B24.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.

B24.1.1 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.

B24.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.

B24.1.3 If a Proponent 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 Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
- (c) if the notice has been given by any one of the persons specified in B24.1.3(b), declare the Proposal withdrawn.

B24.2 A Proponent who withdraws its Proposal after the Submission Deadline but before its offer has been released or has lapsed as provided for in B23.2 shall be liable for such damages as are imposed upon the Proponent 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.

### **B25. INTERVIEWS**

B25.1 The Project Manager may, in his/her sole discretion, interview Proponents during the evaluation process.

### **B26. NEGOTIATIONS**

B26.1 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.

B26.2 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.

B26.3 If, in the course of negotiations pursuant to B26.2 or otherwise, 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.

## **B27. EVALUATION OF PROPOSALS**

B27.1 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 Subconsultants, if any, pursuant to B21: (pass/fail)
- (c) Fees (Section B) (Total 40% of evaluation)
  - (i) Fees for Line Item 1 (Phase 1) 10%
  - (ii) Fees for Line Item 2 (Phase 2) 10%
  - (iii) Fees for Line Item 3 (Employer/Employee Representative) 20%

### Line Item 1 (Phase 1) – Strategy Development (Total 20% of evaluation)

- (d) Experience of Proponent and Subconsultant; (Section C) 6%
- (e) Experience of Key Personnel Assigned to this Project; (Section D) 6%
- (f) Project Understanding and Methodology; (Section E) 4%
- (g) Project Schedule; (Section F) 4%

### Line Item 2 (Phase 2) – Strategy Implementation (Total 10% of evaluation)

- (h) Experience of Proponent and Subconsultant; (Section G) 4%
- (i) Experience of Key Personnel Assigned to this Project; (Section H) 2%
- (j) Project Understanding and Methodology; (Section I) 3%
- (k) Project Schedule; (Section J) 1%

### Line Item 3 - Employer/Employee's Representative (Total 30% of evaluation)

- (l) Experience of Proponent and Subconsultant; (Section K) 12%
- (m) Experience of Key Personnel Assigned to Administrative Services; (Section L) 12%
- (n) Project Understanding and Methodology; (Section M) 6%

B27.2 Further to B27.1(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.

B27.3 Further to B27.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is responsible and qualified.

B27.4 Further to B27.1(c), Fees will be evaluated based on Fees submitted in accordance with B8.

- B27.5 Further to B27.1(d), Experience of Proponent and Subconsultants 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 B9.
- B27.6 Further to B27.1(e), Experience of Key Personnel Assigned to this Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B10
- B27.7 Further to B27.1(f), 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 B11.
- B27.8 Further to B27.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B12.
- B27.9 Further to B27.1(h), Experience of Proponent and Subconsultants 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 B13.
- B27.10 Further to B27.1(i), Experience of Key Personnel Assigned to this Project will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B14.
- B27.11 Further to B27.1(j), 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 B15.
- B27.12 Further to B27.1(k), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B16.
- B27.13 Further to B27.1(l), Experience of Proponent and Subconsultants 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 B17.
- B27.14 Further to B27.1(m), Experience of Key Personnel Assigned to Administrative Services will be evaluated considering the experience and qualifications of the Key Personnel and Subconsultant personnel on Projects of comparable size and complexity, in accordance with B18.
- B27.15 Further to B27.1(n), 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 B19.
- B27.16 Notwithstanding B27.1(d) to B27.1(n), where Proponents fail to provide a response to B6.2(a) to B6.2(d), and/or B6.3(a) to B6.3(d), and/or B6.4(a) to B6.4(c) the score of zero may be assigned to the incomplete part or parts of the response.
- B27.17 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for each of B27.1(d) to B27.1(n), the Proposal may be determined to be non-responsive.
- B27.17.1 A pass rating of 60% shall be used as a minimum technical score for each of B27.1(d) to B27.1(n) inclusive.
- B27.18 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B25.

## **B28. AWARD OF CONTRACT**

- B28.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

- B28.2 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 responsible and qualified, and the Proposals are determined to be responsive.
- B28.2.1 Without limiting the generality of B28.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Services;
  - (b) the prices are materially in excess of the prices received for similar services in the past;
  - (c) the prices are materially in excess of the City's cost to perform the Services, 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.
- B28.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B28.4 The City may, at its discretion, award the Contract in phases.
- B28.5 City intends to award as a whole. However,
- (a) Strategy Development (Phase 1) and Employer/Employee's Representative (Maintenance) will be awarded initially;
  - (b) Strategy Implementation (Phase 2) shall only proceed at the sole discretion of the City.
- B28.5.1 Further to B28.5(b) where the City decides to not proceed to a subsequent phase, the Proponent shall have no claim against the City for Work not performed.
- B28.6 The City reserves the right to negotiate the details of Phase 2 based on the terms of this Request for Proposal, and the Proponent's Submission.
- (a) The Contractor shall not proceed with any Work related to Phase 2 without written authorization from the City.
- B28.7 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(n).
- B28.5 Further to Paragraph 6 of Form A: Proposal and C4, the successful Proponent will be provided with Contract documents for execution following issuance of a Letter of Intent.
- B28.6 The form of Contract with the City of Winnipeg will be based on the Contract as defined in C1.1(o).
- B28.7 Following the award of Contract, a Proponent will be provided with information related to the evaluation of its Proposal upon written request to the Project Manager.
- B28.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Consultant will be paid for all Services rendered up to time of termination.



## **PART C - GENERAL CONDITIONS**

### **C0. GENERAL CONDITIONS**

- C0.1 The *General Conditions for Consultant Services* (Revision 2017-03-24) are applicable to the Services of the Contract.
- C0.1.1 The *General Conditions for Consultant 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](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 Consultant Services*.

## **PART D - SUPPLEMENTAL CONDITIONS**

### **GENERAL**

#### **D1. GENERAL CONDITIONS**

D1.1 In addition to the *General Conditions for Consultant Services*, these Supplemental Conditions are applicable to the Services of the Contract.

#### **D2. PROJECT MANAGER**

D2.1 The Project Manager is:

Robert Kirby  
Manager of Labour Relations  
Telephone No. 204 986-2530  
Email Address: RobertKirby@winnipeg.ca

D2.2 At the pre-commencement meeting, the Project Manager will identify additional personnel representing the Project Manager and their respective roles and responsibilities for the Services.

D2.3 Proposal Submissions must be submitted to the address in B6.

#### **D3. BACKGROUND**

D3.1 The administrative structure for the City of Winnipeg is a Chief Administrative Officer (CAO) who is the head of the public service and provides overall leadership to all City departments.

D3.2 As a result of the competitive bid process, the City of Winnipeg recently had a change to the service provider for the employer funded portion only of benefits available to employees.

D3.3 The City of Winnipeg currently has two (2) Benefits Providers as follows:

- (a) 100% employer-paid benefits include: Ambulance/Hospital, Vision and Dental administered by Manulife Financial.
  - (i) The City has approximately 10,000 employees who are covered under employer-paid benefits.
  - (ii) There are approximately 39 benefit classes in this category.
  - (iii) There are no retiree benefit classes that exist in this category.
- (b) 100% voluntary employee-paid extended health benefits, administered by Blue Cross.

D3.4 There are slight variations to D3.3(a) and D3.3(b) based on the diversity of multiple Collective Agreement requirements held by the City.

D3.5 Unions represented in the City of Winnipeg include:

- (a) Amalgamated Transit Union
- (b) Canadian Union of Public Employees
- (c) Manitoba Government Employee Union
- (d) United Fire Fighters of Winnipeg
- (e) Winnipeg Association of Public Service Officers
- (f) Winnipeg Fire Paramedic Senior Officers Association
- (g) Winnipeg Police Associations
- (h) Winnipeg Police Senior Officers Association

- D3.6 Benefits are provided to both Union and Union Exempt staff.
- D3.7 Further to D3.2 the City is seeking a full independent review of City of Winnipeg benefits and to recommend best practices.

#### **D4. SCOPE OF SERVICES**

- D4.1 The Work to be done under this Contract shall potentially consist of three (3) distinct portions:
- (a) Phase 1 and further to D3.2, is to perform a full and independent review of the relationship between the City and her Benefit Carriers and to develop a long term strategy that uses recommendations of “best industry practice” in the administration of those benefits. This phase shall include, but not limited to, the development of a long term strategy as well as a plan for implementing the recommendations made.
  - (b) Phase 2 is to implement the long term benefit strategy in whole or in part, that was recommended in Phase 1, as identified in D4.1(a), and to assist in the implementation and transition to a new Benefits Plan or Provider.
- D4.1.1 Award of Phase 2 may be dependent upon a transition to a new Benefits Provider(s), which may occur as a result of the competitive bid process.
- (a) Further to D4.1.1, should a transition to a new Benefits Provider(s) result from a competitive bid process occur, this shall not obligate the City to award to Phase 2 to the Contractor.
- D4.1.2 Award of Phase 1 does not obligate the City to award Phase 2 to the Contractor
- (c) Employer/Employee’s Representative (Maintenance) is to provide on-going administrative services as identified in Form B: Prices, Line Item No. 3.
- D4.2 Further to D4.1(c) the Contract period shall be for the period October 1, 2017, to September 30, 2022, with the option of one (1) mutually agreed upon four (4) year extension.
- D4.2.1 The City may negotiate the extension option with the Contractor within one hundred twenty (120) 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.
- D4.2.2 Changes resulting from such negotiations shall become effective on November 1, 2022. Changes to the Contract shall not be implemented by the Contractor without written approval by the Project Manager.
- D4.3 Notwithstanding D4.2, 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, 2017.
- D4.4 Notwithstanding D4.2, 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 Project Manager. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on 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. NOTICES**

D6.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg  
Chief Financial Officer

Facsimile No.: 204 949-1174

D6.2 **Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B6**

## **SUBMISSIONS**

### **D7. AUTHORITY TO CARRY ON BUSINESS**

D7.1 The Consultant 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 Consultant does not carry on business in Manitoba, in the jurisdiction where the Consultant does carry on business, throughout the term of the Contract, and shall provide the Project Manager with evidence thereof upon request.

### **D8. INSURANCE**

D8.1 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, contractual liability, 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; and
- (c) Professional Liability insurance in the amount of at least \$250,000 per claim and \$500,000 aggregate. Professional Liability insurance to remain in for the duration of the contract and for 12 months after total performance.

D8.2 Deductibles shall be borne by the Contractor.

D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.

D8.4 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.

- D8.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

## SCHEDULE OF SERVICES

### D9. COMMENCEMENT

- D9.1 The Consultant shall not commence any Services until it is in receipt of a notice of award from the City authorizing the commencement of the Services.
- D9.2 The Consultant shall not commence any Services until:
- (a) the Project Manager has confirmed receipt and approval of:
    - (i) evidence of authority to carry on business specified in D7;
    - (ii) evidence of the insurance specified in D8;
  - (b) the Consultant has attended a meeting with the Project Manager, or the Project Manager has waived the requirement for a meeting.
- D9.3 The City intends to award this Contract by September 8, 2017.

## MEASUREMENT AND PAYMENT

### D10. INVOICES

- D10.1 Further to C11, and for Line Item No. 3 on Form B: Prices, the Contractor shall submit a monthly invoice for Work performed during the previous calendar month 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](mailto:CityWpgAP@winnipeg.ca)

- D10.2 Invoices must clearly indicate, as a minimum:
- (a) the City's purchase order number;
  - (b) date of delivery;
  - (c) delivery address;
  - (d) type and quantity of work performed;
  - (e) the amount payable with GST and MRST shown as separate amounts; and
  - (f) the Contractor's GST registration number.
- D10.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.
- D10.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B6**

### D11. PAYMENT

- D11.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.
- D11.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

## **WARRANTY**

### **D12. WARRANTY**

D12.1 Notwithstanding C12, Warranty does not apply to this Contract.

## **PART E - SPECIFICATIONS**

### **GENERAL**

#### **E1. APPLICABLE SPECIFICATIONS AND DRAWINGS**

E1.1 These Specifications shall apply to the Work.

#### **E2. SERVICES**

E2.1 The Contractor shall serve as a third party who will be the Employer's representative that will include the following services in accordance with the requirements hereinafter specified.

E2.1.1 The Contractor shall not be affiliated with or an agent of an individual benefit carrier and must be capable and willing to work with all benefit carriers, those existing and those who participate in future bid solicitations to provide benefits to the City. A Contractor who violates this provision may be determined to be in breach of Contract.

E2.2 Item No. 1 – Strategy Development (Phase 1) shall include:

- (a) Investigating and developing a benefit design that is competitive in the marketplace and is cost effective;
- (b) Investigating and developing a plan that achieves uniformity across eight collective agreements as well as non-union, management, and elected staff;
- (c) Provisions to maximize efficiencies through a centralized administrative model;
- (d) Minimizes exposure to risk while recognizing economic savings;
- (e) A plan that offers a Drug Card;
- (f) Strategy must include the City of Winnipeg, Saint-Boniface Museum, Assiniboine Park Conservancy and Councillors' Executive Assistants;
- (g) Benefit plan(s) must include no-less-than what is currently offered in City of Winnipeg Collective Agreements and must also be no-less-than what is currently offered to all staff. Plan can provide for better coverages, or industry best practices in the following areas:
  - (i) Dental
  - (ii) Vision
  - (iii) Ambulance
  - (iv) Extended Health Care
  - (v) Travel Health Plan
- (h) Provide a gap analysis between a potentially new Benefit Provider(s) and existing plans and providers.

E2.3 Item No. 2 – Strategy Implementation (Phase 2) shall include:

- (a) Act as the City's representative by being the liaison with the Benefit Provider(s)
- (b) Act as the project manager for the implementation team
- (c) Review and set up billing arrangements and administrative practices in respect to changes in carrier, plan design and/or underwriting arrangements on behalf of the City of Winnipeg
- (d) Lead the transition in operations, including financial, billing and system requirements, on behalf of the City of Winnipeg
- (e) Prepare detailed transition plan, including data transfer requirements and administrative requirements
- (f) Coordinate transfer of employee information between carriers on behalf of the City of Winnipeg
- (g) Manage the claims history transfer

- (h) Manage Exception Drug status approval transfer
- (i) Manage Exception Claims handling and any other special situations
- (j) Assist with Employee enrolment with new provider(s)
- (k) Manage all data transfers
- (l) Update Dependent Information
- (m) Update Beneficiary designation
- (n) Update Survivor benefits
- (o) Provide training to City staff such as Plan Administrators (HR People Soft Team and Payroll)
- (p) Draft and implement a communication strategy for the City of Winnipeg Employees
- (q) Draft/review employee communication materials on behalf of the City of Winnipeg
- (r) Attend meetings with employees, unions and leadership as required
- (s) Develop and distribute Employee Benefits Handbook
- (t) Develop Employee Orientation information
- (u) Provide support for claims resolution and employee inquiries during the transfer process

E2.4 Item No. 3 – Employer/Employee’s Representative (Maintenance) and throughout the life of the Contract shall include, but not limited to:

- (a) Serve as a third party who shall be the Employer’s representative and shall be responsible for:
  - (i) On-going communications with unions, employees and staff over benefit and claims issues
  - (ii) Attendance at meetings as and when required by the Project Manager which may include but not limited to Collective Bargaining meetings (8 Collective Agreements), meetings with staff, meetings with unions, roll-out meetings with applicable administrators, and meetings with management
  - (iii) Drafting correspondence for Project Manager for responses such as but not limited to, Grievance responses and letters
  - (iv) Annual review and setting of deposit rates for self-insured benefits
  - (v) Renewal analysis, negotiation and report preparation
  - (vi) Quarterly expense reports on the plan
  - (vii) Costing of benefit issues for collective bargaining and participation during bargaining as required
  - (viii) Review all contract, amendment, booklet revisions
  - (ix) Administrative support on coverage inquiries and claim disputes
  - (x) Proactive advice on trends, legislative and tax environment
  - (xi) If required, participate and potentially act as the Employer’s representative during RFQ or RFP development which may include, but not limited to:
    - (i) Review of proposal submissions received may include the Contractor to provide a factual written report (Bid Submission Summary Report) to be used to assist the evaluation team in their efforts
    - (ii) Act as an advisor to the evaluation team in its review of the proposal submissions
- (b) Serve as the Employer’s representative between Employer and all other parties shall include, but not limited to:
  - (i) Manage the employer/carrier relationship on behalf of the City with the City’s best interest in mind
  - (ii) Ongoing direct line and email for employee access on claims and coverage issues



- (i) Response to inquiries shall be within 24 hours, Monday through Friday excluding Statutory Holidays.
  - (iii) Responsible for providing support for claim appeals and issues between the City and the Benefit Carrier(s)
- (c) Serve as the Employee's representative between Employee and Benefit Provider(s) shall include, but not limited to:
  - (i) Responsible for providing support for claim appeals and issues between City employees and the Benefit Carrier(s)
- (d) Provide other administrative duties including, but not limited to:
  - (i) Market survey to be performed once during the term of the Contract, if and as required as determined by the City;
  - (ii) Claims audits:
    - (i) From time to time, the City may require claims audit(s) to be conducted. The City will use the competitive bid process for any such audit(s). As such, Contractors shall be required to act as the Project Manager of any claims audits required.
  - (iii) Other Administrative Functions in relation to the ongoing benefit administration within the industry best practices expectations.