



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 186-2021

HEALTH BENEFITS

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 HEALTH BENEFITS

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, September 1, 2021.

B2.2 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D7.1.

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

B3.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

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

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

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

B4. CONFIDENTIALITY

B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

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

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

B5. ADDENDA

- B5.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B5.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.
- B5.3 Addenda will be available on the MERX website at www.merx.com.
- B5.4 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B5.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid/Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B5.6 Notwithstanding B3, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D7.

B6. SUBSTITUTES

- B6.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B6.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B6.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B6.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance.
- B6.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an "approved equal" or as an "approved alternative", or may refuse to grant approval of the substitute.

- B6.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B6.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B6.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B6.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B19.
- B6.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B7. PROPOSAL SUBMISSION

- B7.1 The Proposal shall consist of the following components:
(a) Form A: Bid/Proposal.
- B7.2 The Proposal should also consist of the following:
(a) Form N: Questionnaire Including Pricing
- B7.3 Further to B7.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B7.4 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution
- B7.5 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B7.5.1 Proposals will **only** be accepted electronically through MERX.
- B7.6 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B19.1(a).
- B7.7 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B8. PROPOSAL

- B8.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B8.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
(a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
(b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
(c) if the Proponent is a corporation, the full name of the corporation shall be inserted;

- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B8.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B8.2.

B8.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B8.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:

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

B8.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.

B8.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B9. FORM N: QUESTIONNAIRE INCLUDING PRICING (SECTION C)

B9.1 Proposals should include a completed Form N: Questionnaire Including Pricing (herein referred to as "**Form N**").

B9.2 Proponents are advised to take note that there are multiple worksheets (tabs) on Form N all of which require responses.

B9.3 Proponents are advised that Appendix A: Specifications describes current plan details.

B9.3.1 Proponents are advised to take note that there are multiple worksheets (tabs) on Appendix A: Specifications.

B9.3.2 Proponents' responses on Form N should be based on the information provided in Appendix A: Specifications.

B9.4 Form N has the following components. Proponents are advised that all items in Form N must be answered indicating compliance or non-compliance. Deviation and/or equivalents shall be clearly stated and fully detailed. Deviations and/or equivalents will be considered subject to evaluation:

- (a) Underwriting Basis;
- (b) Premium Rates, Expenses & Guarantees;
- (c) Contract Provisions, Plan Design & Adjudication;
- (d) Service & Reporting;
- (e) Administration & Billing;
- (f) Implementation Schedule;
- (g) Plan Alternatives;
- (h) Experience of Bidder; and

(i) Experience of Key Personnel.

B9.5 Regarding Pricing, the Proponent shall state a price in Canadian funds for each item of the Work that requires fees, as identified in Form N.

B9.5.1 Notwithstanding C12.2.3, prices on Form N shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.

B9.6 The quantities listed on Form N are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.

B9.7 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B9.8 Where applicable, payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9.9 Notwithstanding D2.1, the Proponent is encouraged to offer premium and/or expense guarantees in their proposal.

B10. ELIGIBILITY

B10.1 As a result of having provided guidance in relation to this RFP the following individuals and the companies with which they are currently employed are not eligible to be a Proponent, participate as team members of a Proponent, or act as advisors to a Proponent or to any of its team members or to otherwise participate in the development and preparation of Proposals for the RFP:

(a) Benefits Consultant – HUB International

B10.2 A Proponent may be disqualified if any of the above-noted ineligible persons participate in the development and preparation of the Proponent's Proposal for this Work.

B10.3 Proponents are advised that HUB International will participate, alongside City staff, in the evaluation of Proposals.

B11. DISCLOSURE

B11.1 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.

B11.2 The Persons are: N/A

B12. CONFLICT OF INTEREST AND GOOD FAITH

B12.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.

B12.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work:

(a) has relationships, financial interests, involvement in ongoing litigation, or other commitments that could or would be seen to:

(i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or

- (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract;
 - (b) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Work or
 - (c) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Work that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.
- B12.3 In connection with its Proposal, each entity identified in B12.2 shall:
 - (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Work;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
 - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B12.4 Without limiting B12.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B12.5 Without limiting B12.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
 - (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
 - (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;
 - (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B12.4 to avoid or mitigate a Conflict of Interest; and
 - (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Work, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.
- B12.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B13. QUALIFICATION

- B13.1 The Proponent shall:
 - (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract; and

- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B13.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>
- B13.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba).
- B13.4 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.
- B13.5 The City of Winnipeg recognizes that Contractor documents (including but not limited to documents such as a Master Application, Policy Agreement, Amendments, Financial Agreement, and/or Performance Agreement) may form part of the awarded contract.
- B13.5.1 Further to B13.5, the Proponent shall, within ten (10) Business Days of a request by the Contract Administrator, provide details of any/all Contractor documents that the Proponent wishes to form part of the awarded contract.
- B13.5.2 Notwithstanding B13.5.1, the City of Winnipeg reserves the right to request finalized versions of any Contractor document that will form part of the contract.
- B13.5.3 Notwithstanding B13.5.1 and B13.5.2, all documents are subject to City of Winnipeg Legal review & the City's acceptance of same.
- B13.6 Further to B13.3(b), the Proponent shall, within five (5) Business Days of a request by the Contract Administrator, provide proof satisfactory to the Contract Administrator of the following:
- B13.6.1 That all information and materials acquired by the Proponent, or to which the Proponent may be given access, if successful under this Request for Proposal ("Confidential Information") shall be treated in accordance with D8 by providing:
- (a) confirmation that Confidential Information shall be maintained for the full term of the Contract at minimum, unless otherwise directed by the City in writing;
 - (b) a description of how the Proponent's proposed Solution meets the requirements in D8, including:
 - (i) collection, use, disclosure, retention, and destruction practices for personal (and personal health) information;
 - (ii) how the proposed Solution meets the requirements for rapid repatriation of Confidential Information;
 - (iii) the data format of the Confidential Information once extracted from the proposed Solution;
 - (iv) the proposed Solution's ability to purge Confidential Information based on City approved records retention and disposition schedules; and
 - (v) how the Proponent would address official, time sensitive access to information requests, such as data retrieval for City FIPPA, PHIA, or eDiscovery requests (i.e., tools used, expected timeframe for response, and capability for retrieval);

- B13.6.2 That Confidential Information shall be stored, transported, and transmitted (“**Sited**”) in a secure jurisdiction by providing:
- (a) written confirmation that Confidential Information shall not be Sited outside of Canada, and that no duplicates or portions thereof shall be sited outside of Canada, in whole or in part; or
 - (b) written confirmation that the Confidential Information shall be Sited in a proposed alternative jurisdiction that will apply equivalent or greater protections to the Confidential Information, and that no duplicates or portions thereof shall be sited outside of said proposed alternative jurisdiction, in whole or in part, and shall provide full details of such proposed alternative, including:
 - (i) what Confidential Information will not be Sited in Canada;
 - (ii) under what circumstances the above Confidential Information will not be Sited in Canada; and
 - (iii) where the above Confidential Information will be Sited.
 - (c) The City reserves the right to assess proposed alternative jurisdictions, and may in its sole discretion determine whether such proposed alternative jurisdictions provide equivalent or greater protections to the Confidential Information than Canada.
- B13.6.3 That any Solution leveraged by the Contractor can meet the records management requirements outlined in D16.4, by providing:
- (a) a description of how the Proponent’s proposed Solution meets the requirements in D16.4, including:
 - (i) how extracts of the City’s records, including documents, data, backups, and encryptions keys, and associated metadata (“**Records**”) can be provided to the City on a periodic basis;
 - (ii) what options are available for customers to extract their records and in what format,
 - (iii) if customers can access their backups or request a restore from backup, and any costs associated with the request;
 - (iv) how the Proponent performs backups, including frequency, and how and when backups are destroyed or overwritten;
 - (v) how the Proponent will assist the City to perform user acceptance tests on the Records extracted from the Solution to ensure that the City can reuse the Records; and
 - (vi) what happens to the City’s Records in the following events: termination, expiration, dispute, bankruptcy, acquisition by another service provider or merger.
- B13.6.4 The proposed Solution is compliant with ISO/IEC standards 27001, 27002, 27017, and 27018 (or equivalent), by providing:
- (a) That the proposed Solution is compliant with ISO/IEC standards 27001, 27002, 27017, and 27018 (or equivalent), by providing: a certificate of compliance with ISO/IEC 27001 (or a functionality equivalent standard, as determined by the City, such as the AICPA SOC auditing framework NIST SP 800-53) from an accredited certification body; or
 - (b) a written description of how the proposed Solution complies with ISO/IEC 27001,27002, 27017, and 27018 (or functionally equivalent standards, as determined by the City, such as the AICPA SOC auditing framework or NIST SP 800-53).
- B13.7 The City reserves the right to assess any proposed functional equivalents to the ISO/IEC standards, and may in its sole and absolute discretion determine whether such proposed functional equivalents provide a satisfactorily equivalent level of protection.

B13.8 The City further reserves the right to assess any written descriptions of compliance with the ISO/IEC standards (or equivalents) to determine whether such written descriptions provide evidence of compliance that is satisfactory to the City), in its sole and absolute discretion.

B13.9 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B14.1 Proposals will not be opened publicly.

B14.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.

B14.3 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).

B14.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.

B14.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B15. IRREVOCABLE OFFER

B15.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B15.2 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 until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B16. WITHDRAWAL OF OFFERS

B16.1 A Proponent may withdraw his/her Proposal without penalty prior to the Submission Deadline.

B17. INTERVIEWS

B17.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B18. NEGOTIATIONS

B18.1 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.

B18.2 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.

B18.3 If, in the course of negotiations pursuant to B18.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B19. EVALUATION OF PROPOSALS

B19.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B13: (pass/fail)
- (c) Form N: Questionnaire Including Pricing shall be broken down as follows (Section C) for a total of 100%:
 - (i) Underwriting Basis (pass/fail)
 - (ii) Premium Rates, Expenses & Guarantees 40%
 - (iii) Contract Provisions, Plan Design & Adjudication 25%
 - (iv) Service & Reporting 10%
 - (v) Administration & Billing 15%
 - (vi) Implementation Schedule 2%
 - (vii) Plan Alternatives 4%
 - (viii) Experience of Bidder 2%
 - (ix) Experience of Key Personnel 2%

B19.2 Further to B19.1(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.

B19.3 Further to B19.1(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 qualified.

B19.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B19.1(a) or B19.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.

B19.5 Further to B19.1(c) Proponents will be evaluated considering the responses provided in Form N in accordance with B9.

B19.5.1 Notwithstanding B19.1(c) the Award Authority shall reject any Proposal submitted by a Proponent who does not achieve a Pass rating for B19.1(c)(i) Underwriting Basis, on Form N.

B19.6 Notwithstanding B19.1(c), where Proponents fail to provide a response to any item in Form N the score of zero may be assigned to the incomplete part of the response.

B19.7 This Contract may be awarded as a whole or in part, in one or more Contracts. If awarded in part or as multiple Contracts, the Contract(s) will be awarded by benefit Plan (Active Employees Plan, Executive Assistants Plan, or Retirees Plan).

B20. AWARD OF CONTRACT

B20.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.

- B20.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B20.2.1 Without limiting the generality of B20.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B20.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent(s) submitting the most advantageous offer.
- B20.6 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent.
- B20.7 Following issuance of the award letter a document package comprising the Contract Documents will be provided to the successful Proponent for execution.
- B20.8 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B20.9 If, after the award of Contract, the Work is cancelled, the City reserves the right to terminate the Contract. The Proponent 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 Supply of Services* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

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

D2. SCOPE OF SERVICES

D2.1 The Work to be done under the Contract shall consist of providing a City of Winnipeg Employee Benefits Plan for Active Employees (the “**Active Employees Plan**”) as well as plans for Executive Assistants to City Councillors (the “**Executive Assistants Plan**”) and for City of Winnipeg Retirees (the “**Retirees Plan**”) and related administration. The Employee Plan, EACC Plan, and Retirees Plan (each a “Plan” and collectively “Plans”, shall be for the following periods, with the option of fifteen (15) mutually agreed upon one (1) year extensions:

- (a) Active Employees Plan from Plan Effective Date up to and including December 31, 2023;
- (b) Executive Assistants Plan from Plan Effective Date up to and including December 31, 2023; and
- (c) Retirees Plan from Plan Effective Date up to and including June 30, 2023.

D2.1.1 The Contractor shall, at minimum, provide Plans that are equivalent to those outlined in Appendix A: Specifications, unless otherwise agreed to by the parties during the negotiation process.

D2.1.2 The City may negotiate the extension option with the Proponent within one hundred twenty (120) Calendar Days prior to the expiry date of the Contract(s). The City shall incur no liability to the Proponent as a result of such negotiations.

D2.1.3 Changes resulting from such negotiations shall become effective on January 1st for both the Active Employees and Executive Assistants Plans, and on July 1st for the Retirees Plan of the respective year. Changes to the Plans shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.1.4 Proponents are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.

D2.2 The Work shall be done on an “as required” basis during the term of the Contract.

D2.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator.

D2.2.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Proponents are advised that monies have been approved for work up to and including December 31, 2021.

D2.3 Notwithstanding D2.1 in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the grounds of loss of anticipated profit on Work.

D2.4 Notwithstanding D2.2 and D2.3, the City reserves the right to terminate the Contract for any reason with sixty (60) Calendar Days written notice by the Contract Administrator. In such event, no claim may be made for damages on the grounds of loss of anticipated profit on Work.

D3. BACKGROUND

- D3.1 The following information is a brief summary of the City of Winnipeg's background and its needs:
- (a) The City of Winnipeg is the capital and largest city in the province of Manitoba. The objective at the City of Winnipeg is to provide their employees with a safe and healthy workplace which supports wellness;
 - (b) City services include fire and paramedic services, water and waste services, libraries, parks and recreation, property assessments, permits, parking, public transportation, business licenses, economic development, tourism, and internal services such as Finance, Human Resources, Administration and Information Technology;
 - (c) Currently, the City of Winnipeg has approximately 10,000 active employees involving eight (8) different unions and associations; and
 - (d) The current Benefits Providers are Manulife and Manitoba Blue Cross.
- D3.2 Further details on the City's current benefit structure are provided in Appendix A: Specifications.

D4. TARGET DATES

- D4.1 The following target dates are provided for the convenience of the Proponent only. The City reserves the right to move or adjust these dates as deemed necessary.
- (a) Anticipated Date of Award is October, 2021;
 - (b) Plan Effective Dates are anticipated to be as follows:
 - (i) For Active Employees Plan and Executive Assistants Plan is January 1, 2023; and
 - (ii) For Retirees Plan is July 1, 2022.
- D4.1.1 Notwithstanding D4.1, in the event where a target date is adjusted by the City, the Contractor shall have no claim for damages on the grounds of loss of anticipated profit on Work.

D5. COOPERATIVE PURCHASE

- D5.1 The Contractor is advised that this is a cooperative purchase.
- D5.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.
- D5.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.
- D5.4 If any location of the potential participant is more than ten (10) kilometres beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D5.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D5.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;
 - (b) a participant may specify a duration of contract shorter than the duration of this Contract;
 - (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and

- (d) any additional delivery charge identified and accepted in accordance with clause D5.4 and D5.5 will apply.

D5.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.

D5.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D6. DEFINITIONS

D6.1 When used in Contract:

- (a) **“Confidential Information”** means all information and/or materials, and any copies thereof, which the Contractor (and/or its Representatives) acquires or Uses, or to which it is given access, during the course of the performance of the Work and/or Contract, regardless of the source, format, or medium of said information and/or materials, and includes Personal Information (unless otherwise identified herein), but excludes information that is in the public domain, provided that the information claimed to be in the public domain was not made public as a result of an unauthorized disclosure by the Contractor or its Representatives, or a third party ;
- (b) **“Plan Effective Date”** means the date that plan coverage and financial arrangements come into effect with the successful proponent(s);
- (c) **“Representatives”** means the directors, officers, shareholders, employees, parents, subsidiaries, subcontractors, partners, volunteers, affiliates, insurers, reinsurers, agents, delegates, elected officials, and other representatives of the identified party;
- (d) **“Solution”** means a digital system used and/or accessed by the City in order for the Contractor to complete the Work and/or perform its obligations under the Contract (such as a program administrator portal or similar software); and
- (e) **“Use”** means the collection, storage, use, processing, reproduction, modification, disclosure, or destruction of, or access to, Confidential Information.

D7. CONTRACT ADMINISTRATOR

D7.1 The Contract Administrator is:

Jordana Greenberg
Senior Manager Corporate HR Services
Telephone No. 204-986-2396
Email Address: jgreenberg@winnipeg.ca

D7.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D8. INFORMATION MANAGEMENT

The following provisions are in addition to any other obligations of confidentiality contained in these conditions, and apply to both the Contractor and any technologies used by the Contractor in the provision of the Work (including any Solution). In the event of a conflict or inconsistency, the provisions which best protect the confidentiality of the Confidential Information and the privacy of the Insured shall govern.

D8.1 The Contractor acknowledges that Manitoba’s *The Freedom of Information and Protection of Privacy Act* (“**FIPPA**”) and *The Personal Health Information Act* (“**PHIA**”) each impose obligations on the City to collect, store, use, disclose, and destroy “personal information” and “personal health information” as those terms are defined in FIPPA and PHIA (each an “**Act**”)

respectively (“**Personal Information**”) in the strictest of confidence and in accordance with those Acts.

- D8.2 While this Contract is in effect, and at all times thereafter, the Contractor and its Representatives shall treat as confidential any and all Confidential Information which it acquires or to which it is given access or which in any other way comes into possession of knowledge of, during the course of the performance of the Contract. For the purposes of this Contract, Personal Information shall be considered to be Confidential Information.
- D8.3 The Contractor shall be deemed an “information manager”, as that term is defined by section 44.1 of FIPPA or 1(1) of PHIA, as applicable, and any “Use” of Personal Information by the Contractor or its Representatives shall be done pursuant to the Acts.
- D8.4 Further to C23, all Confidential Information is and shall remain the property of the City.
- D8.4.1 For clarity, D8.4 does not apply to Personal Information that a past or present City employee covered under one of the Plans (an “**Insured**”) may disclose to the Contractor or its Representatives directly in the course of the Insured’s use of a Plan in their personal capacity.
- D8.5 Neither the Contractor nor its Representatives shall disclose or appropriate to their own use, or to the use of any third party, all or any part of the Confidential Information without the prior written consent of the City. The Contractor and its Representatives shall not at any time make any public announcement, press release, or statement of fact or opinion regarding the RFP, the Contract, the Work, the City and/or its Representatives, or the Confidential Information without the prior written authorization of the City.
- D8.6 While this Contract is in effect and at all times thereafter the Contractor shall:
- (a) only Use the Confidential Information for the purposes expressly permitted by the City, and only to the extent necessary to perform its obligations under this Contract;
 - (b) ensure that access to the Confidential Information is only provided or permitted a “need to know” basis, and that access, when given, shall be the minimum amount necessary to accomplish the task;
 - (c) not disclose or permit the disclosure of the Confidential Information or any copies thereof, whether in whole or in part, in any form or medium, to any third party, including Subcontractors or agents, without the prior written consent of the Contract Administrator;
 - (d) not reproduce any Confidential Information, in whole or in part, in any form or medium, without the express prior written consent of the City; and
 - (e) inform its Representatives of the obligations imposed upon it under this Contract, FIPPA and PHIA shall take whatever steps are necessary to ensure that all of its Representatives comply with those obligations, including (but not limited to) binding said Representatives to terms no less strict than those herein through written confidentiality agreements.
- D8.7 Upon request, or upon expiration or termination of this Contract for any reason, the Contractor shall rapidly repatriate to the City a complete, accurate copy of the Confidential Information (in a form satisfactory to the City), and upon confirmation from the City that said copy is acceptable shall thereafter destroy the Confidential Information (including all copies in any form) in a manner which adequately protects the confidentiality of the Confidential Information within two (2) weeks, unless otherwise directed by the City in writing.
- D8.8 The Contractor shall put into place reasonable security arrangements, including administrative, technical, and physical safeguards that ensure the confidentiality and security of the Confidential Information. The standard of such security arrangements shall be the greater of:
- (a) the standards the Contractor has in place to protect its own confidential information; or
 - (b) the standards imposed on the Contractor by the City.
- D8.9 Upon becoming aware of any unauthorized Use of the Confidential Information (a “**Confidentiality Breach**”), the Contractor shall immediately notify the City in writing, take all

reasonable steps to prevent the recurrence of any such Confidentiality Breach, and notify the City of said steps in writing.

- D8.10 Upon receiving a subpoena or other validly issued administrative or judicial order seeking Confidential Information, the Contractor shall provide the City with prompt notice thereof, deliver a copy of its proposed response to the City, and thereafter be entitled to comply with the demand to the extent permitted or required by law (unless the demand has been time-limited, quashed, or extended). The Contractor shall cooperate with the City in the defense of the demand, if so requested by the City.
- D8.11 The Contractor and its Representatives shall comply with all directives issued by the City with respect to safeguarding or otherwise ensuring the confidentiality of the Confidential Information, and shall cooperate with the City so that the City can verify that the Contractor has complied, and is complying, with its obligations hereunder.

D9. NOTICES

- D9.1 Except as provided for in C22.4, all notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the Contractor shall be sent to the address or facsimile number identified by the Contractor in Paragraph 2 of Form A: Bid/Proposal.
- D9.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications to the City, except as expressly otherwise required in, D7.4 or elsewhere in the Contract, shall be sent to the attention of the Contract Administrator identified in D4.
- D9.3 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following facsimile number:
- The City of Winnipeg
Legal Services Department
Attn: Director of Legal Services
Facsimile No.: 204 947-9155

SUBMISSIONS

D10. AUTHORITY TO CARRY ON BUSINESS

- D10.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D11. INSURANCE

- D11.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) Professional liability in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate. Such insurance shall remain in forced for the duration of the Work and for twelve (12) months after Total Performance.

- D11.2 Deductibles shall be borne by the Contractor.
- D11.3 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D11.4 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 but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.
- D11.5 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.
- D11.6 The City shall have the right to alter the limits and/or coverages as reasonably required from time-to-time during the continuance of the Contract or any subsequent extensions thereof, provided that the City shall give the Contractor reasonable notice and shall request reasonable change.
- D11.7 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

SCHEDULE OF WORK

D12. COMMENCEMENT

- D12.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D12.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D10;
 - (ii) evidence of the workers compensation coverage specified in C6.14;
 - (iii) evidence of the insurance specified in D11;
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D13. COVID-19 SCHEDULE DELAYS

- D13.1 The City acknowledges that the schedule for this Contract may be impacted by the COVID-19 pandemic. Commencement and progress of the Work shall be performed by the Contractor with due consideration to the health and safety of workers and the public, directives from health authorities and various levels of government and in close consultation with the Contract Administrator.
- D13.2 If the Contractor is delayed in the performance of the Work by reason of the COVID-19 pandemic, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D13.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether COVID-19 will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to COVID-19, including but not limited to evidence related to availability of staff, availability of Material or work by others.
- D13.4 For any delay related to COVID-19 and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D13.3. Failure to provide this notice will result in no additional time delays being considered by the City.

D13.5 Any time or cost implications as a result of COVID-19 and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

D14. DEFICIENCIES

D14.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve his/her methods, to increase or improve his/her Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:

- (a) the Work is not being, or will likely not be, performed satisfactorily; or
- (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

D14.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C18.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.

D14.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.

D14.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D14.3, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

D15. ORDERS

D15.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D16. RECORDS

D16.1 The Contractor shall keep detailed records of the Work supplied under the Contract.

D16.2 The Contractor shall record, as a minimum, for each item listed on Form N:

- (a) Insureds name(s) and addresses expressed as a file number;
- (b) order date(s);
- (c) service date(s); and
- (d) description and quantity of services provided.

D16.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

D16.4 If the Contractor requires or permits the City to use a Solution, the Solution must:

- (a) Assign records management actions to administrators based on roles (e.g., create, read, modify, delete, etc.);
- (b) Manage and maintain records, including documents, data, backups, and encryption keys, and their associated metadata ("**Records**") within the Solution until they can be exported out;
- (c) Provide the functionality of exporting Records into human-readable/viewable formats for manual recordkeeping and management in external locations;

- (d) Produce a report detailing success or failure during the export process (including identification of those Records which generated errors or were not successfully exported;
- (e) Allow administrators with appropriate role-based access to permanently delete Records that have been authorized for legal destruction; and
- (f) Produce a certificate or report of deletion of Records.

MEASUREMENT AND PAYMENT

D17. INVOICES

D17.1 Further to C12, the Contractor shall invoice monthly 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

Send Invoices to CityWpgAP-INVOICES@winnipeg.ca

Send Invoice Inquiries to CityWpgAP-INQUIRIES@winnipeg.ca

D17.2 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.

D17.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D18. PAYMENT

D18.1 Further to C12, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

D19. PAYMENT SCHEDULE

D19.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D20. WARRANTY

D20.1 Notwithstanding C13, Warranty does not apply to this Contract.