



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 217-2010

PROVISION OF INSURANCE AND RELATED RISK MANAGEMENT SERVICES

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF INSURANCE AND RELATED RISK MANAGEMENT SERVICES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, July 30, 2010.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. BIDDERS' CONFERENCE

B3.1 The Contract Administrator will hold a Bidders' Conference on July 14, 2010 at 9:30am Winnipeg time, at City of Winnipeg Materials Management Division boardroom - 185 King Street main floor.

B3.2 The Bidder shall not be entitled to rely on any information or interpretation received at the Bidders' Conference unless that information or interpretation is provided by the Contract Administrator in writing.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B4.2 If the Bidder finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B4.4 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 Bidders by issuing an addendum.

B4.5 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 Bidder who made the enquiry.

B4.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

B5. CONFIDENTIALITY

B5.1 Information provided to a Bidder by the City or acquired by a Bidder by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

B5.2 The Bidder shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. NO CONTACT

B6.1 Bidders shall not contact or solicit the insurance markets or reinsurers on behalf of the City prior to the award of Contract. Bidders are advised that doing so may result in their Proposal Submission being rejected.

B7. ADDENDA

B7.1 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.

B7.2 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.

B7.2.1 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>

B7.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B7.3 The Bidder 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.

B8. PROPOSAL SUBMISSION

B8.1 The Proposal shall consist of the following components:

- (a) Form A: Proposal
- (b) Fee(s) for Service – in accordance with B10.
- (c) Form N: Insurance Broker/Advisor and Related Services
- (d) A written response to each item in E3.2 shown as E3.2(a) to E3.2(n).

B8.2 All components of the Proposal shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

B8.2.1 Bidders should submit one (1) unbound original (marked "original") and eight (8) copies.

B8.3 Bidders are advised not to include any information/literature except as requested in accordance with B8.1.

B8.4 Bidders are advised that inclusion of terms and conditions inconsistent with the Proposal document, including the General Conditions, will be evaluated in accordance with B18.1(a).

B8.5 The Proposal should be submitted enclosed and sealed in an envelope clearly marked with the RFP number and the Bidder's name and address.

B8.5.1 Samples or other components of the Proposal Submission which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the RFP number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Proposal Submission.

B8.6 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.

B8.7 Proposals shall be submitted to:

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

B9. PROPOSAL

- B9.1 The Bidder shall complete Form A: Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Proposal, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Proposal.
- B9.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
 - (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
 - (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.
- B9.5 If a Proposal is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Proposal and the Contract, when awarded, shall be both joint and several.

B10. FEE(S) FOR SERVICE

- B10.1 The Bidders shall submit Fees for service, based on the services outlined in E3
- B10.1.1 Fees shall be in Canadian funds.
- B10.2 In addition, the Bidder should propose Fees for any other related services not specifically listed in E3.2 that may be beneficial and desirable to the City.
- B10.3 Bidders may, but are not required to, propose Fees for more than one section based on being successful for more than one area of the Insurance or Related Risk Management Services, however fees and or commissions must be disclosed.

- B10.4 The successful bidder for Autopac service to the City will earn the standard commissions and fees set by Manitoba Public Insurance on Autopac transactions.
- B10.4.1 Notwithstanding B10.4, successful bidder(s) will earn a disclosed commission or fee-for-service for all other insurance and risk management related services. Premiums for insurance policies payable by the City shall be invoiced on a disclosed commission or “net of commissions”
- B10.4.2 Notwithstanding C11.1.1, 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.
- B10.5 Payments made to Contractors are to be determined by the Work actually performed and completed by the Contractors.
- B10.6 Prices from Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).
- B11. INSURANCE BROKER/ADVISOR AND RELATED SERVICES**
- B11.1 The Bidder shall provide a written response answering each question on Form N: Insurance Broker/Advisor and Related Services.
- B12. QUALIFICATION**
- B12.1 The Bidder shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; 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.
- B12.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B12.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- B12.4 The Bidder 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 Bidder and of any proposed Subcontractor.
- B12.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B13. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B13.1 Proposals will not be opened publicly.
- B13.2 After award of Contract, the name(s) of the successful Bidder(s) 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>
- B13.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Bidder is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.
- B13.4 Following the award of Contract, a Bidder will be provided with information related to the evaluation of his submission upon written request to the Contract Administrator.

B14. IRREVOCABLE OFFER

- B14.1 The Proposal(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B14.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Bidders and these Bidders shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B15. WITHDRAWAL OF OFFERS

- B15.1 A Bidder may withdraw his Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B15.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B15.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B15.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Bidder's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B15.1.3(b), declare the Proposal withdrawn.
- B15.2 A Bidder who withdraws his Proposal after the Submission Deadline but before his offer has been released or has lapsed as provided for in B14.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B16. INTERVIEWS

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

B17. NEGOTIATIONS

- B17.1 The City reserves the right to negotiate details of the Contract with any Bidder. Bidders are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B17.2 The City may negotiate with the Bidders submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Bidders without being obligated to offer the same opportunity to any other Bidders. Negotiations may be concurrent and will involve each Bidder individually. The City shall incur no liability to any Bidder as a result of such negotiations.
- B17.3 If, in the course of negotiations pursuant to B17.2 or otherwise, the Bidder amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Bidder from the Proposal as originally submitted.

B18. EVALUATION OF PROPOSALS

- B18.1 Award of the Contract shall be based on the following evaluation criteria:
- | | |
|--|----------------|
| (a) compliance by the Bidder with the requirements of the Request for Proposal or acceptable deviation therefrom | (pass/fail); : |
| (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B12 | (pass/fail); |
| (c) Fees, commissions, and value | 15%; |
| (d) Service and experience | 25%; |
| (e) Commercial insurance expertise and resources | 25%; |
| (f) Risk management expertise and resources | 15%; |
| (g) Technology and other resources | 10%; |
| (h) Transition and implementation plan | 10% |
- B18.2 Further to B18.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B18.3 Further to B18.1(b), the Award Authority shall reject any Proposal submitted by a Bidder who does not demonstrate, in his Proposal or in other information required to be submitted, that he is responsible and qualified.
- B18.4 Further to B18.1(c), Fees, Commissions and Value will be evaluated considering the information submitted. The bidder who submits the best overall package of service fees and value will receive highest marks and all other Bidders will be prorated accordingly.
- B18.5 Further to B18.1(d), service and experience will be evaluated considering the Bidder's Proposal or in other information required to be submitted.
- B18.6 Further to B18.1(e) commercial insurance experience and resources will be evaluated considering the Bidder's Proposal or in other information required to be submitted. References are not restricted to only those submitted by the Bidder and may include organizations, business and individuals known to have done business with the Bidder.
- B18.7 Further to B18.1(f) risk management expertise and resources will be evaluated considering the Bidder's Proposal or in other information required to be submitted.
- B18.8 Further to B18.1(g), technology and other resources will be evaluated considering the Bidder's Proposal or in other information required to be submitted.

- B18.9 Further to B18.1(h), transition and implementation plan will be evaluated considering the Bidder's Proposal or in other information required to be submitted.
- B18.10 Where the Proposal does not contain information requested in B8.1(c) and, B8.1(d), the Proposal shall receive zero points for that fee/service.
- B18.11 Notwithstanding B10 and B11, the Bidder may, but is not required to, bid on any one or more section of the Insurance or Related Risk Management Services.

B19. AWARD OF CONTRACT

- B19.1 Notwithstanding the following, the City intends to establish an Approved Broker/Advisor Schedule in order to carry out the requirements of the RFP.
- B19.2 The City will give notice of the Bidders inclusion on an Approved Broker/Advisor Schedule by way of a letter of intent, or will give notice that no award will be made.
- B19.3 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B19.3.1 Without limiting the generality of B19.3, 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.
- B19.4 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the most advantageous offer.
- B19.5 The City will award individual Contracts, as required, to approved broker/advisors listed on the Approved Broker/Advisor Schedule.
- B19.6 The City intends to award areas of the insurance and risk related services to various Contractors listed on the Approved Broker/Advisor Schedule as defined in Definitions – D3.1. The City reserves the right to purchase any given service from one or more Contractors or multiple services from any one Contractor.
- B19.6.1 Notwithstanding B19.6 the City shall not be obligated to award any specific item to the responsible Bidder submitting the lowest evaluated responsive Bid for a specific service and shall have the right to choose the alternative which is in its best overall interests.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) 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
- C0.1.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or sub-clause 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 WORK

D2.1 The Work to be done by those listed on the Approved Broker/Advisor Schedule shall, on a selected basis, consist of some or all of:

- (a) General insurance and Autopac services;
- (b) Risk management services; and
- (c) Project work including but not limited to Private and Public Partnerships, Owner Controlled Insurance Programs, and specific consulting projects as required at the request of the Risk Management Division of the City.
- (d) Other related services as described in Form N Section (D).

D2.1 The Approved Broker/Advisor Schedule shall be for a period of five (5) years from January 1, 2011.

D2.2 Notwithstanding the foregoing, the City may remove a Broker/Advisor from the Approved Broker/Advisor Schedule upon ninety (90) Calendar Days written notice by the Contract Administrator in the event that operational changes result in substantial changes to the requirement for the Work. The City further reserves the right and may engage non-approved Brokers/Advisors from time to time as demanded by unique or specific risk management services as required for specific projects and within the parameters set out periodically by the Chief Financial Officer.

D2.3 Further to C17 should a material change in service, key personnel, market access or business model that directly affects a contractor's ability to perform specified service, the City reserves the right to remove brokers/advisors.

D2.4 The City reserves the right to allow current specific non-core insurance policies to remain in place with existing Advisor/Brokers and insurance carriers.

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "**Approved Broker/Advisor Schedule**" means those brokers/advisors who are authorized by the City of Winnipeg to act on their behalf as a result of the City's RFP No. 217-2010 "Provision of Insurance and Related Risk Management Services";
- (b) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (c) "**Insurance Broker/Advisor**" means any commercial insurance or risk management service provider, regardless of form, including but not limited to agent, broker and direct writer;
- (d) "**Submission Deadline**" and "**Time and Date Set for the Final Receipt of Bids**" mean the time and date set out in the Bidding Procedures for final receipt of Proposals.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Michael J. McAndless BSc, CRM

Corporate Risk Manager
Third Floor, 185 King St.
Winnipeg, MB R3B 1J1

Telephone No. (204) 986-4626

Facsimile No. (204) 986-6132

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

D5. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- D5.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

- D5.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.

- D5.3 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.

D6. INTELLECTUAL PROPERTY

- C1.1 All insurance wordings, proprietary programs, proprietary processes, reports, technology and other deliverables shall become the property of the City upon full payment of all monies owed to the Broker/Advisor, for Services under this Contract that have been properly rendered to date, with the exception of the materials and information in the possession of the Consultant prior to the commencement of this project, and the Consultant's copyright in such property, if any, is hereby assigned to the City.

- C1.1.1 For greater clarity, any disclaimer that is included in or on any Deliverable to limit the use by the City of such Deliverable as provided for under this Agreement shall have no force and effect and will not alter the terms of this Agreement, unless the terms of that disclaimer are expressly agreed to by both parties in written as an amendment to this Agreement.

- C1.2 Upon completion of the Services or termination of this Contract, all of the Deliverables shall be delivered by the Broker Advisor to the City on demand by the City. The Consultant may retain one complete set of the Deliverables for its records and the City shall make the originals, or a reasonable reproduction thereof, available to the Consultant for all proper and reasonable purposes during the period of five (5) years following the completion or termination of the Consultant's Services under this Contract.

D7. NOTICES

- D7.1 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

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D9. INSURANCE

D9.1 Contractors shall provide and maintain commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, and such liability policy to also contain contractual liability, to remain in place at all times during the performance of the Work.

D9.2 Contractors shall provide and maintain professional liability insurance to remain in place at all times during the performance of the Work and one (1) year after completion of the Contract. Deductible levels and deductible structure are to be disclosed in bidder's submissions and shall in all cases be borne by the contractor in the event of claim. This requirement will form part of evaluation process in B18.1.a.

D9.3 Deductibles shall be borne by the Contractor.

D9.4 Contractors shall provide the Contract Administrator with a certificate of insurance of each policy at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in GC.3.01 for the return of the executed Contract.

D9.5 Contractors 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.

CONTROL OF WORK

D10. COMMENCEMENT

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

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8;
 - (ii) evidence of the insurance specified in D9;
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11. ORDERS FOR SERVICE

D11.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D12. RECORDS

D12.1 The Contractor shall keep detailed records of the services supplied under the Contract.

D12.2 Contractors shall record, as a minimum:

- (a) service date(s); and

(b) description of services provided.

D12.3 The Contractors shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

D12.4 The Contractors shall also provide the Contract Administrator on an annual basis the amount of the standard Autopac commissions earned for the services provided.

MEASUREMENT AND PAYMENT

D13. INVOICES

D13.1 Invoices for each service shall be 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

D13.2 Invoices must clearly indicate, as a minimum:

- (a) date the services were completed;
- (b) type of services provided;
- (c) the amount payable with GST and PST shown as separate amounts; and
- (d) the Contractor's GST registration number.
- (e) the City's purchase order number;

D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D14. PAYMENT

D14.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D14.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D15. WARRANTY

D15.1 Notwithstanding C12, there is no warranty required for this Service.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

E1.1 These Specifications shall apply to the Work.

E2. BACKGROUND INFORMATION

E2.1 The City of Winnipeg operates under the City of Winnipeg Charter Act as a municipal government in the Province of Manitoba; consists of an elected Mayor and Council, and related committees, and administrative and operating departments; provides such services as, but not limited to, animal services, financial management, recreation programs, community resources, fire, paramedic, museums, cemeteries, inspections, permits, recreation facilities, insect control (aerial and ground), public works, streets, fleet management, overpasses and bridge infrastructure, gravel pit, street clearing and maintenance, sewer infrastructure, public transit system, water and waste systems, and police services, including a police helicopter.

E2.2 The City has in excess of \$4 billion worth of buildings and contents, including, but not limited to, parks and cultural facilities, swimming pools, recreation centres, fire/paramedic stations, police stations, arenas, libraries, community centres, golf courses, business offices, buildings, museums, pump stations, landfill, zoo, tax sale properties, parkades, repair facilities, garages, water reservoirs, aqueduct, water treatment plants, aqueduct railroad, wastewater pollution control centres, skateboard parks, underground concourse, overhead walkways, cemeteries, computer systems and equipment, bridges etc..

E2.3 The City has two main fleets of approximately 550 buses and 1,650 licensed vehicles, plus a large fleet of unlicensed machinery.

E2.4 The City has an Insurance Reserve Fund with a forecasted 2010 balance of approximately 2 million.

E2.5 The City has an insurance program that includes, but may not be limited to, insurance requirements as outlined in TABLE A of this proposal

E2.6 The City's regular business hours are between 8:30 AM and 4:30 PM Winnipeg time.

E2.7 The Risk Management Division of the City is responsible for the insurance portfolio, claims management, claim adjusting, risk management, risk retention (insurance reserve fund, WCB mortality reserve fund), loss control/prevention, WCB appeals, and related matters. The City has a significant self-insured liability and property retention, and completely self-insures its professional, environmental and employment practices exposures. All current policies are renewed on an annual basis. It should be noted that while Workers Compensation falls under the Risk Management division it is not party to this bid.

E2.8 The City sponsors, supports and /or manages several projects for which specific risk management and insurance program structures are required. These projects can be significant and may require solutions unique to the projects, proponents, and partnerships charged with project management.

E3. SERVICES

E3.1 Contractors shall provide insurance and risk management services in accordance with the requirements hereinafter specified.

INSTRUCTION: Please provide written response for each item in E3.2

E3.2 The Work to be done shall consist of, but not limited to:

- (a) Marketing and binding insurance coverage on behalf of the City, subject to approval by the City; and providing the City with all such documents and policies in a timely manner;
- (b) Preparing for E3.2(a) by evaluating retention levels and coverage needs; preparing annual marketing strategy reports for the City, identifying anticipated market conditions; conducting pre-marketing meetings with the City to discuss insurance wordings and marketing strategies; arranging for face-to-face meetings between the City and City insurers where beneficial to the interests of the City; and making recommendations to the City on the insurance program to optimize coverage and costs;
- (c) Evaluating the commitment and financial capacity of insurers;
- (d) Servicing past and existing insurance policies and placing new insurances as required, checking and evaluating all policy wordings for appropriate content and accuracy provision of in depth comparisons that identify wording variances and advising how these could impact the City of Winnipeg, co-operating in the handling of claims covered by policies in force during the duration of the Contract, including placing insurers on notice;
- (e) Providing all insurance consultation services, including, but not limited to, responding to day-to-day requests from the City for information and advice; and having skilled, qualified and knowledgeable staff available to respond in a timely manner to e-mail and telephone inquiries during business hours;
- (f) Providing certificates of insurance on an as-required basis on the same day as requested or a maximum of two working days for less urgent certificates as qualified by the City's insurance department;
- (g) Researching past and current insurance policies, providing opinions on wordings and coverage in general, providing clear instructions and assistance for the completion of applications and contacting the appropriate carriers;
- (h) Assisting in expediting claims with City insurers;
- (i) Providing all City automobile fleet insurance services including, but not limited to, all Autopac registration, licensing, and insurance needs for the City fleet(s); must be capable of providing or willing to develop a system for recording individual unit information in a format that is easily manipulated for sorting, reporting and pivot tables.
- (j) Developing and delivering an on-going scheduled program of loss control inspections of City buildings and facilities, creating loss control standards for each of the classes of buildings for security, fire and personal safety protection, with the collateral benefit of providing information that will help the City update its property value figures;
- (k) Assessing the City's capacity to retain loss; recommending optimal insurance deductible levels; assessing the long term viability of the insurance reserve fund; recommending a prudent magnitude for the insurance reserve fund; and creating and assisting in the process for allocating the cost of loss financing to City departments; all based on supportable actuarial principles;
- (l) Meeting with City representatives as requested from time-to-time by the Contract Administrator or designate on matters involving insurance, loss prevention and similar considerations; and generally attending meetings, making reports and recommendations, giving presentations to City officials and/or employees on an as-required basis, and supporting departmental risk management committees;
- (m) In addition, the Contractors may propose any other related services that it believes may be beneficial and desirable to the City, and identify any costs associated with the service;
- (n) Providing and maintaining a local, full-service business office within the limits of the City of Winnipeg.

TABLE A – City of Winnipeg Current Insurance Policies

Coverage Type	Special Requirements	Limit	Deductibles
Property	Blanket Property of Every Description <i>(any one loss)</i>	\$400,000,000	\$250,000
	Bridges and various infrastructure	Included	\$250,000
	Property of Others	Included	
	Computer Equipment	Included	
	Miscellaneous Property Floater	Included	
	Standard Property Extensions and definitions specific to Municipality Risks	Included	
	In Transit		
	Contractors & Unlicensed Equipment		
	Builder's Risks – as required	\$10,000,000 and over	
Business Interruption	Rents or Rental Value		
Equipment Breakdown	Blanket - Comprehensive including Production Equipment	\$100,000,000	
Crime	Commercial Crime Coverage, All Forms including Credit Card Fraud and Computer Fraud	\$10,000,000	\$250,000
	Client Coverage	\$10,000,000	\$250,000
	Employee Benefit Plan Coverage	\$10,000,000	n/a
	Expense Coverage	\$250,000	n/a
	Worldwide, Extensions and Definitions specific to Municipality Risks		
Liability	Combined	\$100,000,000	Various
	Primary Commercial General	\$5,000,000	\$250,000 SIR
	Option to Buy Down Deductible	\$250,000	\$5,000
	Standard Extensions and definitions specific to Municipality Risks	included	
	Public Arts Commercial General	\$2,000,000	\$5,000
	Combination of Umbrella and Excess liability over all liability lines including Automobile, Aviation and Watercraft Liability*	\$95,000,000 excess of \$5,000,000	
	Errors & Omissions	Various	
	Directors & Officers	Various	
	Environmental Impairment	Various	
Wrap Up Liability – as required	Various		
Automobile	Non-Owned	\$5,000,000*	
	General Fleet	\$200,000 basic, \$4,800,000 excess	
	Transit Fleet	\$200,000 basic, \$4,800,000 excess	
	Liability – Fire Department Passenger Vehicles	\$200,000 basic, \$4,800,000 excess	
	Liability – Fire Department Apparatus	\$5,000,000*	
	Garage Auto	\$200,000 basic, \$4,800,000 excess	
Aviation	Hull, Hangar	\$20,000,000	
	Non-Owned Aircraft Liability	\$5,000,000*	
Watercraft	Liability	\$5,000,000*	
	Hull	\$170,000	
Travel Accident	Travel Accident	\$200,000	
	Accident - Volunteer	\$50,000	
Medical	Business Travel	\$2,000,000	