

October 21, 2019

2020 GENERAL RATE APPLICATION
Undertaking #27 Transcript Page 1520

Undertaking #27

MPI to provide a copy of the request for proposals for benchmarking services issued by the Corporation.

RESPONSE:

Please see Appendix 1.



Manitoba Public Insurance

REQUEST FOR PROPOSAL

#2979

FOR

INFORMATION TECHNOLOGY BENCHMARKING SERVICES

ISSUE DATE: October 18, 2019

PROPOSAL DUE DATE: November 25, 2019 at 4:30 PM (Central Time)

Vendors intending to submit a Proposal must do so by the Due Date and in accordance with Article 6.00 of this Request for Proposal. Late Proposals will not be accepted and will be returned unopened.

Manitoba Public Insurance intends to negotiate an Agreement with the Successful Vendor(s) that incorporates the accepted terms and conditions of this RFP (including Schedule A) and the Successful Vendor's Proposal.

**THE CONTENTS OF THIS RFP SUPERSEDE ANY INFORMATION CONTAINED ON
THE MERX WEBSITE.**

TABLE OF CONTENTS

1. Article 1.00 – Definitions
2. Article 2.00 – Manitoba Public Insurance Profile
3. Article 3.00 – Purpose and Service Requirements
4. Article 4.00 – Schedule of Events
5. Article 5.00 – Costs
6. Article 6.00 – Guidelines for Submitting a Proposal
7. Article 7.00 – Evaluation and Award
8. Article 8.00 – Other Rules of the RFP Process
9. Schedule A – Terms and Conditions
10. Schedule B – Service Requirements
 - (a) Appendix B.1 – Response Guidelines
11. Schedule C - Response Forms and Information
 - (a) Appendix C.1 - Vendor Authorization
 - (b) Appendix C.2 - Sustainable Development Procurement Guidelines Checklist
 - (c) Appendix C.3 - Optional / Value Added Services
 - (d) Appendix C.4 - Cost Breakdown
 - (e) Appendix C.5 - References
 - (f) Appendix C.6 - Proposed Subcontractors
12. Schedule D – Technology Standards

1.00 DEFINITIONS

“**Agreement(s)**” means the agreement(s) to be entered into between Manitoba Public Insurance and the Successful Vendor as contemplated by this RFP.

“**Due Date**” means the due date for the submission of a Proposal to Manitoba Public Insurance as set out on the front page of this RFP.

“**Manitoba Public Insurance**” or “**MPI**” means The Manitoba Public Insurance Corporation.

“**Proposal**” means the proposal submitted by a Vendor in response to, and in accordance with, the provisions of this RFP.

“**Representatives**” means the directors, officers, shareholders, employees, subcontractors, partners, volunteers, affiliates, agents, delegates and other representatives of a party.

“**RFP**” means this Request for Proposal, including all schedules, appendices and addenda.

“**Services**” means the goods and/or services to be supplied to Manitoba Public Insurance by the Successful Vendor as proposed and contemplated by this RFP and the Proposals.

“**Service Requirements**” means Manitoba Public Insurance’s requirements for the Services as provided in this RFP.

“**Successful Vendor**” means the Vendor(s) who enters into an Agreement with Manitoba Public Insurance to provide Manitoba Public Insurance with the Services.

“**Vendor**” means any person, corporation, or entity who submits a Proposal in response to and in accordance with this RFP.

2.00 MANITOBA PUBLIC INSURANCE PROFILE

Manitoba Public Insurance is a provincial Crown corporation which has served Manitobans since 1971. It provides universal mandatory basic automobile insurance coverage for all drivers and for private and commercial vehicles, as well as a number of optional automobile insurance products. Manitoba Public Insurance also administers driver and vehicle licensing services for the Government of Manitoba.

The Corporation's other key role is fostering safety on Manitoba roads, by educating drivers and helping communities to initiate safety programs locally. In all, Manitoba Public Insurance's products and services reflect its mission of "exceptional coverage and service, affordable rates and safer roads through public auto insurance".

Manitoba Public Insurance provides direct employment to approximately 2,000 Manitobans. Its products are distributed by more than 300 independent brokers across Manitoba.

Insurance

The basic compulsory insurance is called Basic Autopac. Basic Autopac provides coverage for physical damage sustained by vehicles involved in collisions. It also includes the Personal Injury Protection Plan (PIPP), which provides no-fault coverage for all Manitoba residents injured in automobile collisions in Canada or the United States.

Manitobans can choose to add other Manitoba Public Insurance products to their Basic Insurance, such as lower deductibles and coverage for rented, leased and off-road vehicles. Manitoba Public Insurance offers Special Risk Extension products, primarily for commercial fleets. All optional products are sold in competition with private insurers.

Driver and Vehicle Licensing

On behalf of the Government of Manitoba, Manitoba Public Insurance tests and licenses all classes of drivers and oversees vehicle registrations and safety inspections. The Corporation also administers the Manitoba Identification Card, the Enhanced Identification Card, and the Enhanced Driver's Licence programs.

Community Safety and Support

Manitoba Public Insurance delivers Manitoba's High School Driver Education Program in schools across the province, and leads road safety programs. It is also a major sponsor of community-based efforts such as Citizens on Patrol Program (COPP), Speed Watch, Safe Grad, and Teens Against Destructive Decisions (TADD).

For more information, see www.mpi.mb.ca.

3.00 PURPOSE AND SERVICE REQUIREMENTS

3.01 Purpose of RFP

Manitoba Public Insurance is in need of a benchmarking services which would provide comparative information related to IT expenditures and resource usage both for internal purposes as well as to provide external regulatory stakeholders. In addition, the report should include benchmarking data from industry peer IT operations.

The purpose of this RFP is to acquire an Information Technology Benchmarking service to ensure investments made are in-line with industry peers and aligned to best practices.

This service will be a three (3) year engagement with an option to extend for two (2) additional one (1) year renewal terms, producing an annual report and recommendations for management.

The key areas of measurement shall include:

- IT Expenses (compared overall, and broken down into different types of investments);
- IT Processes (measured by maturity).

3.02 Detailed Description of the Service Requirements

The Successful Vendor must deliver the Services in accordance with Manitoba Public Insurance's Service Requirements. Vendors are referred to Schedule B for a detailed description of the Service Requirements.

3.03 Value Added Services & Solutions

Vendors are invited to describe in their Proposals such further additional or alternative "value added" solutions and services. To clarify, these would be solutions and services that are above and beyond the Service Requirements specifically set out in Schedule B. Such alternatives should be specifically stated in Appendix C.3 of the Proposal – "Value Added Services & Solutions" and itemized separately in a Vendor's Proposal with respect to pricing, if applicable.

4.00 SCHEDULE OF EVENTS

4.01 Schedule of Procurement Process

<u>EVENT</u>	<u>DATE</u>
Release of RFP to Vendor	October 18, 2019
Last date for receipt of specific questions	October 30, 2019 at 4:30 PM (Central Time)
Date by which Manitoba Public Insurance will respond to questions.....	November 13, 2019
Due Date for submitting a Proposal	November 25, 2019 at 4:30 PM (Central Time)
Highest Ranked Vendor(s) Interview/Demonstration.....	December 3 - 6, 2019
Invitation to First Vendor to begin Agreement negotiations (estimated date).....	December 18, 2019
Finalization of Agreement and commencement of Services (estimated date).....	January 2020

4.02 Negotiation Phase

Manitoba Public Insurance intends to rank Vendors based on their Proposals using pre-determined evaluation criteria, all as outlined in Article 7.00. Manitoba Public Insurance then intends to enter into negotiations for the purposes of entering into an Agreement for the Services as outlined in Article 7.00.

4.03 Term of Agreement and Renewals

- (a) Manitoba Public Insurance anticipates that the initial term of the Agreement shall come into effect as of January 2020 and shall continue for a period of three (3) years with an option to extend for two (2) additional one (1) year renewal terms. This will be negotiated.
- (b) Any renewal terms and associated costs will be negotiated.
- (c) The “**Term**” shall collectively mean the Initial Term and all additional renewal terms.

5.00 COSTS

- 5.01 Vendors must provide their cost for the Services by completing Appendix C.4 – Cost Breakdown. In providing cost, Vendors must take into account all of the Service Requirements set out in Schedule B.
- 5.02 Vendors must include all costs, fees and charges they intend to bill Manitoba Public Insurance (including but not limited to delivery charges and administrative fees, if applicable). Manitoba Public Insurance will not pay any other costs, fees or charges, with the exception of expenses contemplated by, and in accordance with, Article 5.00 of Schedule A, which are not expressly stated in a Vendor's Proposal.
- 5.03 Prices submitted by a Vendor must be in Canadian Dollars. As Manitoba Public Insurance is a Goods and Services Tax and Harmonized Sales Tax exempt corporation, Vendors should not include the Goods and Services Tax and Harmonized Sales Tax into their prices.

6.00 GUIDELINES FOR SUBMITTING A PROPOSAL

- 6.01 **The Vendor shall provide, in the strictest of confidence, the information set out in Schedule C – Response Forms and Information.** This schedule is solely intended to aid a Vendor in the preparation of its Proposal and may not be exhaustive. It is a Vendor's sole responsibility to ensure that it has complied with all of the requirements of this RFP.
- 6.02 The completed Proposal must be submitted no later than the Due Date. Two (2) paper copies of the Proposal and one (1) electronic copy (to be provided in Portable Document Format (PDF) on a CD or USB drive), of the Proposal must be submitted in a sealed envelope clearly labeled as follows:

**Attention: Manager, Purchasing
 Manitoba Public Insurance**

“RFP #2979 – Information Technology Benchmarking Services”

Proposals may be submitted to Manitoba Public Insurance in a number of ways:

- In person:
The clearly labeled and sealed envelope may be submitted at the Security Desk, 8th Floor, 234 Donald Street, Winnipeg, Manitoba, during regular business hours, 8:30 AM to 4:30 PM Central Time. A receipt will be produced for you upon request.
- Via courier delivery:
The clearly labeled and sealed envelope may be delivered to the Security Desk, 8th Floor, 234 Donald Street, Winnipeg, Manitoba, R3C 1M8, during regular business hours, 8:30 AM to 4:30 PM Central Time.

If the sealed envelope is enclosed in a courier company envelope, that exterior courier packaging, waybills and documentation must be clearly labeled with the same information as the inside envelope.
- Via mail delivery:
The clearly labeled and sealed envelope may be mailed to PO Box 6300, Winnipeg, Manitoba R3C 4A4.

It is the sole responsibility of the Vendor to ensure that its Proposal is received by Manitoba Public Insurance prior to the Due Date, by one of the methods outlined above. Manitoba Public Insurance will reject a Proposal received after the Due Date, regardless of the cause of the delay.

- 6.03 All questions regarding this RFP must be directed to Manitoba Public Insurance via e-mail as follows:

To e-mail address purchasingservices@mpi.mb.ca addressed in the Subject line as: ***RFP #2979, Attention: Alex Ramirez***

All questions and corresponding answers which Manitoba Public Insurance reasonably deems to be of interest to all Vendors will be posted through the MERX electronic tendering service. No telephone, facsimile or verbal inquiries will be responded to or entertained.

- 6.04 A Proposal may be modified or withdrawn by a Vendor. Any withdrawal must be in writing and submitted in the same manner as Section 6.02 above. Modifications shall be submitted in the form of a revised Proposal, with any deletions and/or modifications highlighted.
- 6.05 If any Vendor discovers any ambiguity, conflict, discrepancy, omission or other defect or error in this RFP, such Vendor should immediately notify Manitoba Public Insurance at purchasingservices@mpi.mb.ca. Manitoba Public Insurance will reasonably endeavour to resolve same expeditiously and shall post the issues and resolutions to the MERX electronic publishing service.

7.00 EVALUATION AND AWARD

7.01 Evaluation Criteria

Manitoba Public Insurance will evaluate and score Proposals and demonstrations/interviews, if applicable, according to the following criteria:

Evaluation Criteria	Applicable Section	%
Overall Corporate Evaluation		Pass/ Fail
Qualifications and Reference Checks	Appendix C.5	
Corporate Values and Sustainable Development Procurement Guidelines	Appendix C.2	
Service Delivery Evaluation		
Functional Requirements (General Information, Benchmarking Requirements, Sample Reports)	Schedule B Section 2.00	60
Non-Functional Requirements (Information Security)	Schedule B Section 3.00	10
Vendor Demonstrations/Interviews	Section 7.02	Requirement Validation
Costs	Appendix C.4	30
Total		100

Vendors' Proposals must include a response to each of the requirements and questions listed in Schedule B. In particular, Vendors are referred to the response guidelines set out in Appendix B.1 for this purpose.

7.02 Demonstrations/Interviews

- (a) Manitoba Public Insurance will evaluate Proposals based on the evaluation criteria described in Section 7.01. Each Vendor will then be ranked based on its Proposal evaluation score, and, at Manitoba Public Insurance's sole discretion, Manitoba Public Insurance may create a short-list of the highest ranked Vendors. Further at its sole discretion, Manitoba Public Insurance may invite the short-listed Vendors to be interviewed and/or demonstrate their products and services to Manitoba Public Insurance.

- (b) A schedule of demonstrations/interviews will be arranged by Manitoba Public Insurance with the short-listed Vendors. At such time, Manitoba Public Insurance will provide detailed instructions to the short-listed Vendors with respect to the expected format and content of the demonstrations/interviews. The demonstrations/interviews will be held at Manitoba Public Insurance's 234 Donald Street location in Winnipeg, Manitoba on the dates provided in Article 4.00. Notwithstanding the foregoing, Manitoba Public Insurance reserves the right to vary the scheduling, timing and content of the demonstrations/interviews.
- (c) Short-listed Vendors should be flexible in their demonstration/interview formats and schedules to accommodate Manitoba Public Insurance schedules. Short-listed Vendors who are unable to attend a demonstration/interview during Manitoba Public Insurance's required timeframes may have their Proposals removed from consideration, at Manitoba Public Insurance's sole discretion. The demonstrations/interviews must be provided by the short-listed Vendors to Manitoba Public Insurance free of charge.

7.03 Negotiations with Vendor(s)

- (a) Manitoba Public Insurance will invite the Vendor that has attained the highest score (the "**First Vendor**") to negotiate an Agreement for the Services. In the event that two (2) or more Vendors obtain identical highest-ranking scores based on the above evaluation criteria, Manitoba Public Insurance reserves the right to request additional information from these Vendors to determine the highest ranked between them.
- (b) If at any time during negotiations, Manitoba Public Insurance determines, in its sole and unfettered discretion, that continued negotiations will not result in the timely finalization of an Agreement with terms and conditions that are satisfactory to Manitoba Public Insurance, then:
 - (i) Manitoba Public Insurance shall provide the First Vendor a specified period of time (to be determined by Manitoba Public Insurance) to present its best and final offer; and
 - (ii) If Manitoba Public Insurance does not accept the First Vendor's best and final offer, Manitoba Public Insurance shall terminate negotiations with the First Vendor.

- (c) Should Manitoba Public Insurance terminate negotiations with the First Vendor, the process under subsections (a) and (b) above may be repeated with the remaining Vendor(s) in the order of highest to lowest ranking until:
- (i) Manitoba Public Insurance arrives at an Agreement with one of the Vendors; or
 - (ii) chooses to reject all remaining Proposals. Manitoba Public Insurance shall not resume negotiations with a Vendor with which negotiations have been terminated.
- (d) Manitoba Public Insurance anticipates and expects that the terms and conditions set out in Schedule A of this RFP may be incorporated into any negotiated Agreement for the Services, or the terms of any master agreement already existing between Manitoba Public Insurance and a Vendor. Notwithstanding the foregoing, such terms and conditions may be amended or adjusted during the negotiation process as deemed necessary by the parties. Vendors must negotiate and be flexible with the terms of any ancillary agreements they require Manitoba Public Insurance to sign.

8.00 OTHER RULES OF THE RFP PROCESS

Non-Binding Process

8.01 This RFP does not constitute the formation of a binding contract between Manitoba Public Insurance and a Vendor, and a Vendor shall not acquire any legal or equitable rights relative to this RFP, the Services, or the Agreement until a binding Agreement has been executed on terms satisfactory to Manitoba Public Insurance and all conditional obligations have been fulfilled by the Successful Vendor.

Confidentiality

8.02 Anything submitted to Manitoba Public Insurance that a Vendor considers to be confidential because of its proprietary nature should be marked "confidential". Subject to Section 8.10, Manitoba Public Insurance will not disclose such confidential documents to third parties, unless such disclosure is compelled by the terms of *The Freedom of Information and Protection of Privacy Act* (Manitoba), *The Personal Health Information Act* (Manitoba), other applicable legislation, order of a court of competent jurisdiction, or other valid legal process. By submitting any information requested in this RFP, the Vendor agrees to the use of such information by Manitoba Public Insurance, and its Representatives, as part of the evaluation process of this RFP, for any audits of this procurement process and for contract management purposes.

8.03 No Vendor shall furnish any information, make any statement or issue any document or other written or printed material concerning the acceptance of any Proposal in response to this RFP for publication in any media without the prior written approval of the person listed in Section 6.02 (or their designate).

Manitoba Public Insurance's Rights

8.04 Manitoba Public Insurance reserves the right to:

- (a) vary the timing and processes referred to in this RFP;
- (b) add or remove any Vendor;
- (c) obtain clarification from Vendors for which the Vendors will bear the cost;
- (d) provide additional information to Vendors;
- (e) cancel the RFP competition at any time without awarding the Services;
- (f) award the Services to multiple Successful Vendors;
- (g) award only a portion of the Services to a Successful Vendor; and,
- (h) award the Services to a Vendor who has not submitted the lowest priced Proposal.

- 8.05 Where Manitoba Public Insurance cancels the RFP competition without awarding the Services, Manitoba Public Insurance may choose to contract with one or more persons to provide the Services, whether or not they were Vendors, on such terms as the parties may agree.
- 8.06 Manitoba Public Insurance may modify or clarify any or all provisions of this RFP by written addenda issued to all Vendors prior to the Due Date. All addenda issued will become part of the RFP.
- 8.07 Where Manitoba Public Insurance has estimated any of its Service Requirements, Manitoba Public Insurance reserves the right to modify such Service Requirements prior to signing any Agreements with the Successful Vendor and Manitoba Public Insurance will have no liability to any Vendor in the event that the estimated Service Requirements are modified for any reason.
- 8.08 By submitting a Proposal, the Vendor agrees that it will not claim damages, for whatever reason, relating to the Agreement or in respect of the competitive process in excess of an amount equivalent to the reasonable costs incurred by the Vendor in preparing its Proposal, and the Vendor, by submitting a Proposal, waives any claim for loss of profits if no Agreement is made with the Vendor. The Vendor agrees this is a reasonable allocation of risk and is a fundamental part of this RFP.
- 8.09 The Proposal, once submitted, becomes the property of Manitoba Public Insurance.
- 8.10 Manitoba Public Insurance will publicly post the name of the Successful Vendor and the total price set out in the Successful Vendor's Proposal within seventy-two (72) days of awarding the Services. In submitting a Proposal, a Vendor is signifying its acceptance of having its name, address, and total price released if it is chosen as the Successful Vendor.

Vendor Responsibilities

- 8.11 The Vendor shall be solely responsible for the accuracy of its Proposal. The Vendor must ensure that assumptions made in the preparation of the Proposal are specifically stated in the Proposal. The Vendor must satisfy itself as to the correctness and sufficiency of its Proposal including Proposal prices.
- 8.12 All information, whether written, oral or in any other form, which has been and may subsequently be made available to Vendors is provided on the following conditions:
- (a) in deciding to submit or not to submit a Proposal or in interpreting this RFP, Vendors are not to rely on any representation, whether oral or written, other than as expressed in this RFP;

- (b) while the contents of this RFP are believed to be accurate, the statements, opinions, estimates, forecasts, or other information in this RFP may change;
- (c) this RFP is only designed to reflect and summarize information concerning Manitoba Public Insurance's Service Requirements and is not a comprehensive description of it; and,
- (d) Vendors should seek their own professional advice where appropriate.

8.13 Vendors are considered to have:

- (a) examined this entire RFP, any documents referenced herein, and any other information made available in writing by Manitoba Public Insurance to Vendors for the purpose of submitting a Proposal;
- (b) participated in any mandatory conference calls, site visits, information sessions, demonstrations, interviews, or other such events scheduled by Manitoba Public Insurance as part of the RFP process, if applicable; and,
- (c) examined all further information which is obtainable by the making of reasonable inquiries relevant to the risks, contingencies and other circumstances having an effect on their Proposal.

8.14 Where Manitoba Public Insurance decides to award the Services to more than one Vendor, each Successful Vendor agrees to co-operate with one another in performing the Services.

8.15 Each Vendor shall disclose if, at the time of the delivery of its Proposal, there is a conflict of interest that exists, or is likely to arise, that may affect the performance of its obligations. A conflict of interest includes, but is not limited to the following examples:

- (a) the Vendor has helped in the preparation of this RFP in any manner; or
- (b) the Vendor will be part of the evaluation of this RFP in any manner.

In the event of a conflict of interest being identified, Manitoba Public Insurance may, at its sole discretion, exclude the Proposal from further consideration.

8.16 Each Vendor guarantees that neither the Vendor nor any of its Representatives has attempted to or will attempt to improperly influence a Representative of Manitoba Public Insurance in connection with the evaluation of Proposals.

8.17 Each Vendor must genuinely compete for the Services.

8.18 Each Vendor guarantees that:

- (a) it has the necessary power and authority to submit the Proposal;
- (b) should the Vendor be invited by Manitoba Public Insurance to enter into negotiations, it will negotiate in good faith and with the intention of finalizing a binding Agreement with Manitoba Public Insurance, based on the accepted terms and conditions of this RFP (including Schedule A) and the Successful Vendor's Proposal; and,
- (c) it is not bound by any law or other legal obligation that may be breached by, or under which any default may occur, as a result of the delivery of a Proposal, negotiations with Manitoba Public Insurance, the execution of an Agreement, or the provision of the Services.

8.19 The Vendor shall comply with every federal, provincial, and municipal law which is applicable to its Proposal.

8.20 This RFP, any and all addenda, and all Agreements shall be subject to the laws of the Province of Manitoba and the laws of Canada applicable therein.

8.21 This RFP, and any and all addenda, contains the entire RFP with respect to the subject matter hereof.

Request for Proposal #2979

Schedule A



**SCHEDULE A
TERMS AND CONDITIONS**

1.00 SCOPE

- 1.01 The Vendor agrees to provide the goods, services and/or deliverables listed in this Agreement, statement of work, and/or purchase order as applicable to Manitoba Public Insurance's reasonable satisfaction (the "**Services**"). Manitoba Public Insurance and the Vendor agree that any work performed by the Vendor outside the scope of the Services without prior written approval of Manitoba Public Insurance shall be deemed to be gratuitous on the Vendor's part, and Manitoba Public Insurance has no liability with respect to such work.
- 1.02 The Vendor agrees to be bound solely by this agreement, any schedules attached hereto, any statement of work, and/or purchase order, and these attached terms and conditions (collectively, the "**Agreement**"). If the Vendor begins the Services with Manitoba Public Insurance's permission before the start of this Agreement's term, all Services provided by the Vendor before the start of this Agreement's term will be considered to have been provided under all of the terms and conditions of this Agreement.
- 1.03 Manitoba Public Insurance reserves the right to change, modify, delete or add to the Services, if necessary. In addition to the foregoing, the Vendor shall provide to Manitoba Public Insurance any other services, documentation, or data related to the Services as may be reasonably required by Manitoba Public Insurance.
- 1.04 Unless specifically stated to the contrary, nothing in this Agreement grants the Vendor exclusivity in providing the Services to Manitoba Public Insurance.

2.00 PERFORMANCE OF VENDOR'S OBLIGATIONS

- 2.01 The Vendor represents and warrants that:
- (a) it possess the necessary skills, expertise and experience to perform the Services in accordance with this Agreement;
 - (b) the Services shall be provided in a professional manner and as outlined in this Agreement unless Manitoba Public Insurance and the Vendor agree otherwise in writing;
 - (c) the Services shall be provided in compliance with every federal, provincial, and municipal law which is or could be applicable to the Services;
 - (d) the Representatives designated to perform the Services shall devote the time, attention, abilities, and expertise necessary to properly perform the Vendor's obligations;
 - (e) it shall comply with all reasonable directions and requests of Manitoba Public Insurance within the scope of the Services as set out in this Agreement;
 - (f) it shall deliver the Services in a manner that is consistent with Manitoba Public Insurance's Corporate Values and Sustainable Development Procurement Guidelines;
 - (g) all representations and warranties contained in this Agreement are true and correct and shall so remain throughout the Term of this Agreement;
 - (h) Manitoba Public Insurance shall have the right of prior approval of any Representatives designated to provide the Services. Manitoba Public Insurance shall have the right to request the removal of any Representatives so designated and the Vendor shall immediately comply with all such requests for removal;
 - (i) it shall conduct itself in a manner that does not negatively affect the public perception, business reputation, community standing, or business operations of Manitoba Public Insurance (collectively, "**Reputation**"); and,
 - (j) it has full right and authority to enter into this Agreement.
- 2.02 The Vendor shall provide written progress reports at such intervals as Manitoba Public Insurance may reasonably request. Such progress reports shall be in form and content satisfactory to Manitoba Public Insurance acting reasonably.
- 2.03 If applicable, and unless explicitly stated otherwise in this Agreement, delivery of goods and/or deliverables shall be to Manitoba Public Insurance's mail & warehouse services at B100 – 234 Donald Street, in Winnipeg, Manitoba. All goods/deliverables shall remain at the risk of the Vendor until they are delivered to the reasonable satisfaction of Manitoba Public Insurance. All goods/deliverables supplied shall be subject to inspection and acceptance by Manitoba Public Insurance for a period of sixty (60) days after delivery. Defective or deficient goods/deliverables or goods/deliverables not conforming to specifications may be returned at the Vendor's expense. At Manitoba Public Insurance's option, such deficient or non-conforming goods/deliverables shall be returned for either exchange or full refund. In addition to the foregoing, the Vendor shall pass through any other warranties that are applicable to such goods/deliverables, and Manitoba Public Insurance shall have the right to rely on same, and on any other warranties offered by the Vendor that are applicable to such goods/deliverables.

3.00 RESTRICTION ON OTHER WORK

- 3.01 For the purposes of this Agreement, "**Representatives**" shall mean the directors, officers, shareholders, employees, subcontractors, partners,

volunteers, affiliates, agents, delegates and other such representatives of a party. While this Agreement is in effect, the Vendor and its Representatives shall not provide services to any other person, corporation, or entity in a manner that interferes or conflicts with the proper performance of the Vendor's obligations under this Agreement.

4.00 INDEPENDENT CONTRACTOR

- 4.01 The Vendor is an independent contractor, and this Agreement does not create the relationship of employer and employee, of principal and agent, of joint venture, or of partnership between Manitoba Public Insurance and the Vendor or between Manitoba Public Insurance and any Representatives of the Vendor. The Representatives of one party shall not be deemed or construed to be the Representatives of the other party for any purpose whatsoever.
- 4.02 The Vendor is responsible for any deductions or remittances, which may be required by law.
- 4.03 Except as authorized in this Agreement, the Vendor shall not incur any expenses or debts on behalf of, nor make any commitments for Manitoba Public Insurance without first obtaining written permission from Manitoba Public Insurance.

5.00 VENDOR'S FEES

- 5.01 The Vendor shall provide invoices to Manitoba Public Insurance. All Services listed on an invoice must have been completed by the Vendor prior to that invoice being submitted to Manitoba Public Insurance. All invoices shall be in writing and satisfactory to Manitoba Public Insurance, acting reasonably, in both form and content. The Vendor shall also provide to Manitoba Public Insurance such supporting documents, vouchers, statements, and receipts as may be requested by Manitoba Public Insurance acting reasonably.
- 5.02 Manitoba Public Insurance shall pay the invoice within thirty (30) days after the receipt and approval of an invoice and any supporting materials requested under Section 5.01. In the event any invoice is not satisfactory, Manitoba Public Insurance shall notify the Vendor of the problem within seven (7) days of receipt of invoice.
- 5.03 If Manitoba Public Insurance in good faith (i) disputes any invoice on the grounds that there is an objectively verifiable error in any invoice; or (ii) disputes the adequacy or correctness of any supporting documentation provided in connection with any invoice, or (iii) the Vendor has materially breached this Agreement, then Manitoba Public Insurance may withhold, in the case of (i) and (ii), the disputed portion of the invoice until the dispute is resolved, and in the case of (iii), all outstanding balances of the invoice until the dispute is resolved. The parties shall work promptly to resolve any such disputes. Manitoba Public Insurance will advise the Vendor of the amount of the invoice Manitoba Public Insurance considers to be in dispute and the basis for such dispute, and will pay any undisputed portion in accordance with this Article 5.00. Payment by Manitoba Public Insurance shall not preclude Manitoba Public Insurance from questioning any fees or charges Manitoba Public Insurance believes to be improper or incorrect.
- 5.04 Those undisputed invoiced amounts not paid by Manitoba Public Insurance within thirty (30) days of receipt and approval, shall bear interest from the thirty-first (31st) day at the prime rate in effect on that day at the Winnipeg main branch of the Bank of Montreal.
- 5.05 Where not tax-exempt, Manitoba Public Insurance shall also pay all applicable sales and use taxes. Where tax-exempt, Manitoba Public Insurance shall provide the Vendor with the applicable exemption number and/or certificate as required.
- 5.06 Unless explicitly stated otherwise in this Agreement, Manitoba Public Insurance shall reimburse the Vendor for reasonable out-of-pocket expenses relating to the provision of the Services if:

- (a) such expenses were reasonably required for the performance of the Services;
- (b) prior written permission to incur such expenses was first obtained from Manitoba Public Insurance;
- (c) the Vendor uses the most economical rates possible for the expenses;
- (d) the Vendor provides receipts and/or supporting documents to the satisfaction of Manitoba Public Insurance, unless it is agreed that submission of receipts for certain categories of expenses is not required (e.g. a per diem approach); and,
- (e) reimbursement to the Vendor for out-of-pocket expenses shall be in accordance with the amounts and guidelines set out in the Manitoba Public Insurance's Corporate Directives.

Manitoba Public Insurance shall not be responsible for payment of any other expenses incurred by the Vendor in the performance of this Agreement.

- 5.07 The Vendor shall advise Manitoba Public Insurance if any non-resident of Canada will be, or has performed any of the Services in Canada. Manitoba Public Insurance may withhold and/or remit any taxes or duties required by federal, provincial, or municipal law in relation to the purchase or performance of the Services.

6.00 CONFIDENTIALITY AND INFORMATION SECURITY

Request for Proposal #2979

Schedule A

- 6.01 The Vendor acknowledges that *The Freedom of Information and Protection of Privacy Act* ("FIPPA") and *The Personal Health Information Act* ("PHIA") each impose obligations on Manitoba Public Insurance to collect, use, or disclose "personal information" and "personal health information", as those terms are defined in FIPPA and PHIA (collectively called "**Personal Information**"), in the strictest of confidence, and in accordance with those Acts. In performing the Services under this Agreement, the Vendor acknowledges that they may collect, use, or have access to Personal Information.
- 6.02 While this Agreement is in effect, and at all times thereafter, the Vendor agrees to treat as confidential all information and materials acquired by it, or to which it has been given access, in the course of the performance of this Agreement (collectively called "**Confidential Information**"), excluding information that is in the public domain (for greater certainty, this does not include information in the public domain which was made public as a result of an unauthorized disclosure by a third party). For the purposes of this Agreement, Personal Information shall be considered to be Confidential Information.
- 6.03 The Vendor agrees that during the Term of this Agreement and at all times thereafter:
- the Personal Information disclosed to the Vendor by Manitoba Public Insurance may only be used by the Vendor in a manner expressly permitted by FIPPA or PHIA (as the case may be);
 - it shall not disclose or permit the disclosure of Confidential Information, or any copies of it, in any format, to any third party without the express prior written consent of Manitoba Public Insurance;
 - it shall comply with all directives given to it by Manitoba Public Insurance with respect to safeguarding, or otherwise ensuring the confidentiality, of any Confidential Information disclosed to it by Manitoba Public Insurance;
 - it shall ensure that access to the Confidential Information by the Representatives of the Vendor is restricted to a "need-to-know" basis, and that access, when given, shall be to the minimum amount of Confidential Information necessary to accomplish the task;
 - it shall use the Confidential Information only for those purposes that have been expressly permitted by Manitoba Public Insurance;
 - it shall not reproduce Confidential Information, in any format, without the express prior written consent of Manitoba Public Insurance;
 - it shall ensure that it, or its Representatives, do not transport or store any Confidential Information outside of Canada without the express prior written consent of Manitoba Public Insurance. Without limiting the generality of the foregoing, in Manitoba Public Insurance's sole discretion, the Vendor may be permitted to remotely access Confidential Information if required to provide the Services, provided that the Vendor follows all of Manitoba Public Insurance's policies regarding remote access; and,
 - after the Confidential Information has been used for its authorized purpose, or where destruction of the Confidential Information is requested by Manitoba Public Insurance or is required by this Agreement, the Vendor shall destroy the Confidential Information (and all copies of the Confidential Information in any form) in a manner which adequately protects the confidentiality of the Confidential Information.
- 6.04 The Vendor represents and warrants that it has established an information security management practice that follows its industry standards and best practices. During the Term of this Agreement and at all times thereafter, the Vendor shall take reasonable precautions to prevent any unauthorized disclosure of the Confidential Information. The standard of such precautions taken by the Vendor shall be the greater of:
- the standards the Vendor has in place to protect its own confidential information; or,
 - the standards imposed on the Vendor by Manitoba Public Insurance.
- 6.05 The Vendor shall immediately notify Manitoba Public Insurance in writing upon becoming aware of any unauthorized use, disclosure, or destruction of, or any unauthorized access to, Confidential Information (a "**Confidentiality Breach**"). The written notification must include full details of the Confidentiality Breach. The Vendor shall immediately take all reasonable steps to prevent the recurrence of any such Confidentiality Breach and shall notify Manitoba Public Insurance in writing of the steps taken. In the event of a Confidentiality Breach Manitoba Public Insurance may impose increased standards on the Vendor related to the Vendor's treatment of the Confidential Information and the Vendor shall comply with such increased standards.
- 6.06 The Vendor shall inform its applicable Representatives of the obligations imposed upon it in this Agreement with respect to Confidential Information, and shall take whatever steps are necessary to ensure that all of its applicable Representatives comply with those obligations.
- 6.07 The Vendor acknowledges that monetary damages may not be a sufficient remedy for a Confidentiality Breach, and that Manitoba Public Insurance may, without waiving any other rights or remedies, seek appropriate injunctive or equitable relief from a court of competent jurisdiction.
- 6.08 If the Vendor receives a subpoena or other validly issued administrative or judicial order seeking Confidential Information, the Vendor shall provide prompt notice to Manitoba Public Insurance and deliver to Manitoba Public Insurance a copy of its proposed response to the demand. Unless the demand has been time-limited, quashed, or extended, the Vendor shall thereafter be entitled to comply with the demand to the extent permitted or required by law. If requested by Manitoba Public Insurance, the Vendor shall cooperate with Manitoba Public Insurance in the defence of the demand, at Manitoba Public Insurance's expense.
- 6.09 The Vendor undertakes not to publish any public statement or advertisement with respect to this Agreement, and further undertakes not to seek publicity of this Agreement without the express prior written consent of Manitoba Public Insurance, except as otherwise required by law or by this Agreement.
- 6.10 In the event that the Vendor or its Representatives use any of Manitoba Public Insurance's premises, the Vendor and such Representatives shall comply with all of such premises' security requirements as may be in effect from time to time.
- 6.11 The Vendor shall cooperate with Manitoba Public Insurance so that Manitoba Public Insurance can verify that the Vendor has complied, and is complying, with the provisions of this Article 6.00.
- ## 7.00 ACCESSIBILITY
- 7.01 The Vendor acknowledges that *The Accessibility for Manitobans Act* ("**AMA**") imposes obligations on Manitoba Public Insurance to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("**CSSR**") and to achieve accessibility in its business and administrative practices by preventing and removing barriers that disable people ("**Accessibility**").
- 7.02 For the purposes of this Agreement, "accessible customer service" shall mean service which ensures that all persons who are reasonably expected to seek to obtain, use, or benefit from a good or service have the same opportunity to obtain, use, or benefit from the good or service.
- 7.03 Throughout the Term of this Agreement, the Vendor agrees to comply with the accessible customer service obligations under the CSSR, and further agrees that when providing the Services or otherwise acting on Manitoba Public Insurance's behalf, the Vendor shall comply with all obligations under the AMA applicable to public sector bodies.
- 7.04 The accessible customer service obligations include, but are not limited to:
- providing barrier-free access to goods and services;
 - making reasonable efforts to ensure that any communication with individuals who self-identify as being disabled by a barrier takes into account said barrier;
 - reasonably accommodating assistive devices, support persons, and support animals;
 - facilitating barrier-free access to built environments;
 - providing adequate training of staff and documentation of same; and
 - providing a mechanism or process for receiving and responding to public feedback on the accessibility of all Services and goods.
- ## 8.00 OWNERSHIP OF INFORMATION
- 8.01 Unless otherwise explicitly stated in this Agreement, upon payment of all amounts due, all goods, data, and materials that are submitted or required to be submitted by the Vendor or its Representatives to Manitoba Public Insurance in the performance of this Agreement, and all copyright therein (collectively referred to as the "**Submitted Materials**") shall be the exclusive property of Manitoba Public Insurance and shall be forthwith delivered to Manitoba Public Insurance, at no further cost to Manitoba Public Insurance. The Vendor agrees to execute all documents that may be necessary to transfer ownership of, or waive moral rights to the submitted Materials to Manitoba Public Insurance.
- 8.02 In the event that the Vendor is licensing or reselling to Manitoba Public Insurance a license for the goods or Services, the goods and Services shall be subject to the specific licensing terms and conditions agreed to between Manitoba Public Insurance and the licensor of such goods and Services.
- 8.03 Any property provided by Manitoba Public Insurance to the Vendor under this Agreement is only provided for the limited use in the performance of the Services, shall remain the property of Manitoba Public Insurance, and shall be returned, without cost, to Manitoba Public Insurance upon request or upon termination of this Agreement. The foregoing shall not give the Vendor or its Representatives any rights in any of Manitoba Public Insurance's intellectual property.
- ## 9.00 INDEMNIFICATION OF MANITOBA PUBLIC INSURANCE
- 9.01 The Vendor shall indemnify and save harmless Manitoba Public Insurance and its Representatives from all losses, damages, costs, causes of action, claims, liabilities, or demands of any kind with respect to any injury to persons (including, without limitation, death), damage to or loss of property, economic loss, incidental or consequential damages, or infringement of rights (including, without limitation, privacy rights) caused by, or arising directly or indirectly from:
- the default of the Vendor or its Representatives of any term of this Agreement; or,
 - any negligent or willful act or omission of the Vendor or its Representatives.
- The above includes all costs and expenses associated therewith, including reasonable solicitors' fees.

Request for Proposal #2979

Schedule A

10.00 SUSPENSION

- 10.01 Manitoba Public Insurance may, at its sole option, from time to time, delay or suspend the Services being provided under this Agreement, in whole or in part, for such period of time as may, in the opinion of Manitoba Public Insurance, be necessary. Unless another notice period has been provided elsewhere in this Agreement, Manitoba Public Insurance shall provide five (5) days prior written notice to the Vendor of its intention to delay or suspend the Services. Manitoba Public Insurance shall not be obliged to make payments to the Vendor except with respect to those Services already satisfactorily performed prior to such delay or suspension.
- 10.02 Where there is a delay or suspension under Section 10.01, all terms and conditions of this Agreement shall continue in full force and effect against the Vendor. The Vendor shall not be entitled to make any claim for damages by reason of the delay or suspension.

11.00 TERMINATION

- 11.01 Manitoba Public Insurance may terminate this Agreement at any time for any reason by giving the Vendor fourteen (14) days prior written notice.
- 11.02 Neither party shall be responsible for any failure to comply with, or for any delay in performance of the terms of this Agreement where such failure or delay is directly or indirectly caused by, or results from events of force majeure beyond the control of either party. The time in which the Services are to be provided shall be extended by a period of time at least equal to the length of the force majeure event, provided that in the event the extended period of time exceeds, or is reasonably anticipated to exceed a period of fourteen (14) days, then Manitoba Public Insurance may terminate this Agreement and pay the Vendor for all Services performed to the date of the force majeure event.
- 11.03 In addition to its rights under Sections 10.01, 11.01 and 11.02 above, and without restricting any other remedies available, Manitoba Public Insurance may immediately terminate, or immediately suspend this Agreement in writing if:
- (a) the Vendor makes an assignment for the benefit of creditors, takes any other action for the benefit of creditors, becomes bankrupt or insolvent, or takes the benefit of or becomes subject to any legislation in force relating to bankruptcy and insolvency;
 - (b) in the opinion of Manitoba Public Insurance, the Services provided by the Vendor or its Representatives are unsatisfactory, inadequate, or otherwise improperly performed;
 - (c) in the opinion of Manitoba Public Insurance, the Vendor or its Representatives have failed to comply with, or breached any term or condition of this Agreement; or
 - (d) in the opinion of Manitoba Public Insurance, continuing to engage the Vendor under this Agreement may adversely affect its Reputation.
- 11.04 Upon termination of this Agreement, the Vendor shall cease to perform any further Services. Manitoba Public Insurance shall be under no obligation to the Vendor other than to pay, upon receipt of an invoice or statement and supporting documentation satisfactory to Manitoba Public Insurance acting reasonably, such compensation as the Vendor may be entitled to receive under this Agreement for Services satisfactorily completed up to the date of termination. Upon Manitoba Public Insurance's request, the Vendor will work in good faith to facilitate the orderly transition of the Services, in whole or in part, to Manitoba Public Insurance or to a successor service provider.

12.00 GENERAL TERMS

- 12.01 The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance of this Agreement by the parties shall so survive the completion and performance, suspension, or termination of this Agreement.
- 12.02 The Vendor shall not assign or transfer this Agreement or any of its rights or obligations under this Agreement without first obtaining written permission from Manitoba Public Insurance. This Agreement shall be binding upon the executors, administrators, heirs, successors, and any permitted assigns of the parties.
- 12.03 This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. There are no undertakings, representations, or promises, either express or implied, other than those contained in this Agreement and none have been relied on.
- 12.04 No amendment or change to, or modification of, this Agreement shall be valid unless it is in writing and signed by both parties.
- 12.05 This Agreement shall be interpreted, performed, and enforced in accordance with the laws of Manitoba and the laws of Canada applicable therein. The parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Province of Manitoba and all courts competent to hear appeals therefrom.
- 12.06 Any failure or delay by either party to exercise or partially exercise any right hereunder shall not be deemed a waiver of any of the rights under this Agreement. The waiver by either party of a breach of any provision of this Agreement shall not operate as, or be construed as, a waiver of any subsequent

breach thereof. The election of any one or more remedies by either party shall not constitute a waiver of that party's right to pursue other available remedies.

- 12.07 The Vendor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

12.08 Any notice or communication:

- (a) sent by registered mail shall be deemed to have been received on the third business day following the date of mailing;
- (b) sent by facsimile or other electronic transmission (including email) shall be deemed to have been received on the day of transmission; and,
- (c) sent by courier or personal delivery shall be deemed to have been received on the day that it was delivered.

SCHEDULE B SERVICE REQUIREMENTS

1.00 GENERAL

The selected benchmarking service is expected to provide robust benchmarking capabilities, allowing Manitoba Public Insurance to compare results with relevant peer groupings, to determine areas for possible improvement and or revalidation. The Successful Vendor will, in completing the annual benchmarking exercise, produce a report on Manitoba Public Insurance's IT maturity level and IT investment/expenses in comparison to industry peers. The Vendor's report will also contain recommendations on opportunities for improvements.

The report should measure a variety of IT expense and process maturity factors and have an industry peer group which is appropriate and comparable to Manitoba Public Insurance (by funding level, industry, geographic area, etc.). Specifically, the Successful Vendor shall:

- a) Provide a detailed understanding of Manitoba Public Insurance's IT spend; analyzing costs and trends over time to enable informed decisions and maximize asset utilization.
- b) Provide information and reports which will enable Manitoba Public Insurance to proactively manage IT spend to budget to identify areas of concern and to understand the reasons for variances.
- c) Provide information and reports which will allow Manitoba Public Insurance to optimize costs by demonstrating how Manitoba Public Insurance compares to other entities with similar IT spend. For example, Manitoba Public Insurance seeks to identify expense areas to be improved to achieve ranking in the top percentile within the Corporation's peer group.
- d) Provide information and reports that highlight the costs of providing various IT related services which will assist with staffing decisions like employee counts and assignment of resources.
- e) Provide information and reports that allow Manitoba Public Insurance to identify inefficient IT assets/applications to allow the IT area to better manage the application portfolio, identify areas for investment and assist Manitoba Public Insurance in achieving business goals.

1.01 SUBCONTRACTORS

- (a) The Successful Vendor shall not subcontract any portion of the Services without the prior written consent of Manitoba Public Insurance, which consent may be granted or withheld at Manitoba Public Insurance's sole unfettered discretion.
- (b) All subcontractors are subject to Manitoba Public Insurance's ongoing approval.

- (c) Performance by subcontractors shall meet, at a minimum, the same standards as required for performance by the Successful Vendor, and the Successful Vendor shall be responsible for such performance.
- (d) If a Vendor intends to use subcontractors to perform any of the Services, the Vendor must include a list of subcontractors that it proposes to use as indicated in Appendix C.6.

1.02 RECORD KEEPING, INSPECTION OF RECORDS AND AUDITS

At all reasonable times throughout the Term, the Successful Vendor shall maintain and make available for inspection and audit by Manitoba Public Insurance and its Representatives all accounts and records, including payroll records, relating to the Services or the Agreement, and shall produce said documents upon request. The Vendor agrees to co-operate fully in any such inspection or audit, and to promptly provide copies of, and extracts from the accounts and records requested by Manitoba Public Insurance and its Representatives, and any such other information as may be reasonably requested from time to time by Manitoba Public Insurance and its Representatives.

1.03 CURRENT FUNCTIONALITY

In providing all of the information requested in this Schedule B the Vendor must describe ONLY items that are part of its product's CURRENT FUNCTIONALITY as of the Due Date. Vendors may also provide information about future functionality, so long as such future functionality is clearly described as being functionality that was not available as of the Due Date.

1.04 INFORMATION STORAGE IN CANADA

In performing the Services, the Successful Vendor may from time to time collect, use, and store "personal information", as that term is defined under *The Freedom of Information and Protection of Privacy Act* (Manitoba), or "personal health information" as that term is defined under *The Personal Health Information Act* (Manitoba). The Successful Vendor must only collect, handle, access, use and store such personal information or personal health information within Canada. For greater certainty, the Successful Vendor is prohibited from collecting, handling, accessing, using, or storing such personal information or personal health information outside of Canada (be it in hard copy or in electronic format), without the prior written consent of Manitoba Public Insurance. Vendors should confirm in their Proposals that they are capable of complying with this requirement, and should set out the particulars of where and how they store the personal information or personal health information collected in the performance of the Services to be provided (e.g. physical location of database, if applicable, should be in Canada).

2.00 FUNCTIONAL REQUIREMENTS

For each of the requirements below, please indicate how you meet the stated requirement. Where requested (and in any other area where you feel it is beneficial), please provide screen shots to assist us in our evaluation.

Please note the following designations and definitions with respect to priority of the particular requirement:

Priority	Description
M = Mandatory	A compulsory and essential requirement.
R = Required	An essential requirement where a workaround could be considered based on cost and time.
O = Optional	A "nice to have" requirement.

2.01 GENERAL INFORMATION

Ref #	General Questions and Requirements	Priority
G 1	Describe your methodology for completing a full benchmark on how the service will address each of the specific outcomes listed in Article 3.00 of the RFP and Section 1.00 of Schedule B.	M
G 2	Describe your expertise in the area of IT Benchmarking.	R
G 3	Describe your proposed timeline for completing an assessment and delivering a report.	R
G 4	What is the hierarchy or taxonomy structure in the proposed service for data and reporting? As an example, the TBM taxonomy is (bottom up) Cost Pools -> IT Towers -> Services -> Business Units or Business Capabilities.	R
G 5	Describe the optimal and minimum levels of data granularity required for the proposed service to generate useful reports and benchmarks.	R

Request for Proposal #2979

Schedule B

G 6	<p>Provide a list of the proposed standard reporting (with screen shots of charts, figures and tables) which outline the most common breakout categories for:</p> <ul style="list-style-type: none"> a. IT spend (such as, overall and the types of investments) b. IT processes (measures of maturity) <p>Please identify the statistics commonly used in the reporting, including:</p> <ul style="list-style-type: none"> a. Descriptive statistics such as Sums, Means, Mode, Median, Quartiles and Deciles; and b. Any more advanced statistics and calculations that can be applied to the numbers such as dollars, FTE's or units. 	R
G 7	<p>Describe the ability to allocate and report on shared IT resources such as Staff, Hardware, Software, and Services.</p> <ul style="list-style-type: none"> a. Provide information on how to handle shared resources. b. Confirm whether the allocation methodology is predefined or client defined. If the allocation methodology is predefined, please provide details. c. Confirm approach taken to a complex environment which includes internal service delivery, shared services, and third party managed services (ex. cloud) 	R
G 8	<p>How are key variables, calculations and assumptions captured and documented?</p>	R
G 9	<p>Describe in sufficient detail the data collection process and related complexity on how Manitoba Public Insurance data will be provided / accessed for reporting.</p>	R
G 10	<p>Describe in sufficient detail the documentation that will be provided by the successful vendor to Manitoba Public Insurance staff, to both:</p> <ul style="list-style-type: none"> a) facilitate the appropriate collection and transfer of the necessary data as well as, b) the interpretation of results included in the report 	R
G 11	<p>Provide list of formats to which the proposed service reporting can be exported (such as: Tableau, Microsoft PowerPoint, HTML, PDF, Excel, etc.)</p> <ul style="list-style-type: none"> a) Describe your approach to manage quality including processes for validation and error correction. 	R

G 12	Manitoba Public Insurance is a regulated organization and will provide information on benchmarking to the Public Utilities Board and approved industry organizations that participate in the review of Manitoba Public Insurance's annual general rate application. Please identify any restrictions to: a.) <i>Providing reports and findings to the regulator as part of a confidential process.</i> b.) <i>Providing reports and findings to the regulator and reported on public record.</i>	M
G 13	Describe your approach to the delivery of results to Manitoba Public Insurance Senior Management.	R
G 14	Assess the maturity of the various IT Processes in use at Manitoba Public Insurance compared to the peer groups: a) Provide recommendations to address the gaps and improve the maturity levels.	O

2.02 BENCHMARKING INFORMATION / REQUIREMENTS

Ref #	Benchmarking Information & Requirements	Priority
B 1	Describe what types of comparisons are available with peer groups including the following: a. How flexible is the creation of a peer group? b. Are there Canadian companies? How many? c. Are there Property and Casualty Insurance companies? How many? d. Are there Crown Corporations, Public Sector, or Not for profit organizations? How many?	M
B 2	Based on the Vendor's benchmarking database, what would the Vendor recommend as the most appropriate peer group for Manitoba Public Insurance? a. Provide description of the group. b. How many companies make up this peer group?	M
B 3	Describe the process of benchmarking Manitoba Public Insurance to peer groups. Specifically, a. List the types of benchmarking comparisons that are available. b. Describe the granularity available within the benchmarking report? For example: <ul style="list-style-type: none"> • Peer average? • Top quartile? • Top Decile? • Other? (Please describe) 	M

B 4	Confirm whether Manitoba Public Insurance would be required to share data that would be used by other clients of the Vendor for benchmarking?	R
B 5	Describe how the Vendor verifies its clients' cost allocation to ensure valid comparisons.	R
B 6	How current is the data used when doing 'current period' benchmarking? How frequently is the benchmarking data updated?	R

3.00 NON- FUNCTIONAL REQUIREMENTS

Vendors must provide all requested information to confirm in their Proposals whether their solution can meet these requirements as per the response guidelines described in Appendix B.1.

3.01 INFORMATION SECURITY REQUIREMENTS

Vendors are asked to provide the following regarding information security practices:

Ref #	Information Security Requirements and Practices	Priority
I 1	The Vendor must have a Vendor approved information security policies, standards, and guidelines that have been communicated to its Representatives;	M
I 2	The Vendor must have a formal security and background screening process for all its Representatives (including the requirement for its Representatives to sign confidentiality agreements);	R
I 3	The Vendor must have a Vendor approved access management policy that ensures: <ul style="list-style-type: none"> (i) access to Confidential Information is only granted to individuals where access is essential to their work, and that access activities are logged and can be provided to Manitoba Public Insurance to support security investigations; (ii) access control procedures are in place to revoke access within a reasonable timeframe when its Representatives change roles or leave the Successful Vendor's organization, and that such access is provisioned through unique user accounts that are traceable to an individual; (iii) that passwords are managed and controlled in accordance with industry best practices and in a manner appropriate to the sensitivity of the information stored; and 	R

Request for Proposal #2979

Schedule B

	(iv) there is a process to obtain written approval from Manitoba Public Insurance in cases where Confidential Information will be accessed from outside of Canada;	
I 4	The Vendor must have a policy requiring its Representatives to be provided with security and privacy training before granting access to Confidential Information and subsequently on an annual basis. The policy must also require its Representatives to acknowledge the Successful Vendor's code of conduct and ethics;	R
I 5	The Vendor must have reasonable security practices and protections in place to protect against internal and external threats, in ways that will not impact the confidentiality, integrity, and the availability of the Confidential Information. Such protections must be augmented with timely patching of systems, conducting vulnerability assessments and penetration testing on a regular basis, and timely remediation of identified vulnerabilities as per industry best practices;	R
I 6	The Vendor must have a process to notify Manitoba Public Insurance if open source products are used, identifying the licensing model and potential intellectual property impacts; and	R
I 7	The Vendor must have a formal information security incident management practice under which it will notify Manitoba Public Insurance forthwith, through a single point of contact, of any security incident impacting Manitoba Public Insurance's Confidential Information or the Services provided by the Successful Vendor.	R
I 8	Describe the general security practices and protections that are in place to protect against internal and external threats.	R
I 9	Describe your employee and or other security awareness and training program(s).	R

APPENDIX B.1 RESPONSE GUIDELINES

1.00 INTRODUCTION

In providing responses to all Requirements as part of Schedule B, the Vendor must describe **ONLY** Services that are part of its **CURRENT SERVICE OFFERINGS** as of the Due Date. Vendors may also provide information about future Services, so long as such future Services are clearly described as being Services that were not available as of the Due Date.

Vendors are encouraged to add further information beyond what has been requested, as they see fit, in order to assist Manitoba Public Insurance in its evaluation.

Lack of detail or insufficient detail in responses may impact a Vendor's score.

1.01 INSTRUCTIONS

	ID	Requirement	0 – 2	Description	Alternate Approach (Optional)
Instructions	Requirement schedule ID number.	Requirement as per the RFP language.	Rate the ability to meet the requirement.	Describe how the requirement is addressed by the proposed solution. The description must include constraints and/or limitations.	Suggest alternate processes that would remove or alter the stated requirement, and explain how the proposed solution will work.
Example	G1	Describe your methodology for completing a full benchmark on how the service will address each of the specific outcomes listed in Article 3.00 of the RFP and Section 1.00 of Schedule B.	2	Vendors description of how this requirement is met.	Optional alternate approach of how this requirement can be met.

1.02 RATING SCALE LEGEND

	Description
2	The requirement is included as a standard feature in the base service.
1	A modification/customization of base service is needed to meet the requirement.
0	The requirement cannot be met.

2.00 REQUIREMENTS/OTHER REQUESTED INFORMATION

ID	Requirement	0 – 2	Description	Alternate Approach (Optional)

SCHEDULE C RESPONSE FORMS AND INFORMATION

In order to help ensure that Vendors have submitted a valid Proposal, Vendors must submit Two (2) paper copies of the Proposal and one (1) electronic copy [to be provided in Portable Document Format (PDF) on a CD or USB drive], of the following in a sealed envelope:

- The name, address, telephone number, facsimile number, and email address of an individual that the Vendor nominates to answer any inquiries which may arise during the examination of the Vendor's Proposal.
- Chart or list of key staff who will be involved in delivering the Services, along with their names, functions, and level of responsibility.
- If applicable, samples of any ancillary agreements that the Vendor may require Manitoba Public Insurance to execute if chosen as the Successful Vendor, including, but not limited to, licensing agreements.
- All details and information requested in Schedule B – Service Requirements including the following completed appendices:
 - Appendix B.1 – Response Guidelines
- Completed appendices which are attached to this Schedule C:
 - Appendix C.1 - Vendor Authorization
 - Appendix C.2 - Sustainable Development Procurement Guidelines Checklist
 - Appendix C.3 - Optional / Value-Added Services (only to be completed if applicable)
 - Appendix C.4 - Cost Breakdown
 - Appendix C.5 - References
 - Appendix C.6 - Proposed Subcontractors

**APPENDIX C.1
VENDOR AUTHORIZATION**

I certify that I have the authority on behalf of the Vendor to submit this Proposal. I further represent that in making this Proposal, the Vendor has not consulted with others for the purpose of restricting competition and that the Vendor has not knowingly made any false statement in its Proposal.

Name (signature)

Name (Printed in Capital Letters)

Title

Vendor's Full Legal Name

Date

Vendor's Address (including postal code)

Vendor's Address for Remitting Payments (if different than above)

Phone number of Vendor

Fax number of Vendor

E-mail address of Vendor

APPENDIX C.2 SUSTAINABLE DEVELOPMENT PROCUREMENT GUIDELINES CHECKLIST

Name of Vendor: _____

Manitoba Public Insurance wishes to engage a Vendor who shall service the Corporation's needs in a manner that is consistent with Manitoba Public Insurance's Corporate Values and Sustainable Development Procurement Guidelines. A description of Manitoba Public Insurance's Corporate Values and Sustainable Development Procurement Guidelines are included on the next pages of this Appendix C.2 for the Vendor's reference.

Vendors should complete the following checklist by placing a checkmark in the boxes where their own policies and practices align with the statements. Where Vendors choose not to check a box or boxes, they should provide an explanation under the "Additional Comments" section below or attach additional information regarding their sustainable development policies and practices.

As an organization, we strive to:

- Protect human health and well-being**
- Promote environmentally sustainable economic development**
- Conserve resources**
- Conserve energy**
- Promote pollution prevention, waste reduction and diversion**
- Evaluate value, performance and need**

Additional Comments (fill in as needed):

CORPORATE VALUES

Striving for Excellence

We provide exceptional coverage and service. We adapt to meet evolving customer and industry needs, focusing on continuous improvement.

Providing Value to Manitobans

We maintain affordable rates and ensure accessible coverage. As a public auto insurer, fiscal responsibility is at the forefront of everything we do.

Doing What's Right

We act with integrity and accountability. We strive to be open and transparent.

Investing in People

We empower our employees to provide excellent service. We work together with business, community and road safety partners to fulfil our mission.

SUSTAINABLE DEVELOPMENT PROCUREMENT GUIDELINES

The following sustainable development procurement guidelines apply to Manitoba Public Insurance and shall be considered in retaining a Vendor:

Protect Human Health and Well-Being

- Anticipate, prevent and mitigate significant adverse economic, environmental, human health and social effects of purchasing decisions.
- Where practicable, require the purchase of substitute or alternative goods, materials or services in place of goods or materials that contain, or services that use, toxic substances or are otherwise harmful to the environment or human health.
- Ensure that toxic substances are managed properly to protect the environment and human health.
- Ensure those goods, materials and services that may otherwise pose an elevated risk to human health, safety and the environment are managed properly.

Promote Environmentally Sustainable Economic Development

- Recognize economic, ecological and social interdependence among communities, provinces and nations that require the integration of economic, environmental, human health and social factors in purchasing decisions.
- Purchase decisions may assist in the development of local environmental industries and markets for environmentally preferable products and services.

Conserve Resources

- Evaluate and reduce the need to purchase goods, materials and services.
- Purchase goods, materials and services that use recycled products.
- Purchase goods and materials with structures that require less material to manufacture.
- Purchase goods and materials that require less packaging.
- Reuse, recycle and recover goods and materials.

Conserve Energy

- Purchase goods, materials and services where the consumption of energy (electricity and fossil fuels) during production, transportation, usage and delivery is minimized.
- Purchase goods, materials and services where renewable forms of energy are substituted during production, transportation, usage and delivery for non-renewable forms of energy.
- Purchase goods, materials and services that have or use a structure that facilitates energy efficiency and resource conservation.

Promote pollution prevention, waste reduction and diversion

- Purchase goods and materials that are easy to recycle.
- Purchase goods and materials with structures that facilitate disassembly for processing, recycling and waste management.
- Purchase goods and materials packed with recycled products or materials that are recyclable.
- Purchase goods and materials with a manufacturing process that avoids the creation of waste and pollutants at source.
- Purchase goods and materials that are used or remanufactured.
- Purchase goods, materials and services that are suitable alternatives or substitutes.
- Purchase services that minimize adverse environmental impacts.
- Purchase goods and materials that have greater durability and longer life-span.
- Use goods and materials in a manner that minimizes adverse environmental impacts.

Evaluate value, performance and need

- Purchase environmentally preferable goods, materials and services that perform adequately and are available at a reasonable price, with careful consideration of full-costing.
- Purchase goods, materials and services that comply with recognized environmental standards.
- Evaluate and reduce the need to purchase goods, materials and services.
- Evaluate the appropriate scale and utilization of a good, material or service.
- Evaluate market factors for goods, materials and services, such as specifications, quality, delivery date and price.

**APPENDIX C.3
OPTIONAL/VALUE-ADDED SERVICES
(only complete if applicable)**

Name of Vendor: _____

APPENDIX C.4 COST BREAKDOWN

Name of Vendor: _____

Vendors are reminded to include all costs, fees and charges they intend to bill Manitoba Public Insurance for the Services (see Section 5.02 for further details):

Costs **must** be submitted using the table provided. Any pertinent costs not captured in the table below must be provided to ensure Manitoba Public Insurance can evaluate the Total Cost of Ownership for the service.

Vendor must provide the expected three year cost with an option for two additional one year renewal terms broken down into one-time costs vs the expected on-going costs.

Category	Year 1	Year 2	Year 3	Year 4 (Optional)	Year 5 (Optional)	Total
One-time Costs:	\$	\$	\$	\$	\$	\$
Other (provide description)	\$	\$	\$	\$	\$	\$
Total One-time costs	\$	\$	\$	\$	\$	\$
On-going Costs:						
Deliverables: Benchmarking Reports	\$	\$	\$	\$	\$	\$
Onsite presentation	\$	\$	\$	\$	\$	\$
Training	\$	\$	\$	\$	\$	\$
Annual Escalation	\$	\$	\$	\$	\$	\$
Other (provide description)	\$	\$	\$	\$	\$	\$
Total On-going costs	\$	\$	\$	\$	\$	\$
Total Cost of Ownership (One-time and On-going)	\$	\$	\$	\$	\$	\$

APPENDIX C.5 REFERENCES

Name of Vendor: _____

Please provide names of not less than three (3) Canadian clients for whom the Vendor has provided similar services:

Reference #1	
Name of Company/ Organization:	
Name and Title of Contact:	
Contact Phone Number:	
Contact E-mail Address:	
Period of Services:	
Description of services provided:	
Reference #2	
Name of Company/ Organization:	
Name and Title of Contact:	
Contact Phone Number:	
Contact E-mail Address:	
Period of Services:	
Description of services provided:	
Reference #3	
Name of Company/ Organization:	
Name and Title of Contact:	
Contact Phone Number:	
Contact E-mail Address:	
Period of Services:	
Description of services provided:	

APPENDIX C.6 PROPOSED SUBCONTRACTORS

Name of Vendor: _____

Subcontractor #1	
Name of Company:	
Address of Company:	
Contact Name & Title:	
Contact Phone Number:	
Contact E-mail address:	
Description of Services to be subcontracted:	
Subcontractor #2	
Name of Company:	
Address of Company:	
Contact Name & Title:	
Contact Phone Number:	
Contact E-mail address:	
Description of Services to be subcontracted:	
Subcontractor #3	
Name of Company:	
Address of Company:	
Contact Name & Title:	
Contact Phone Number:	
Contact E-mail address:	
Description of Services to be subcontracted:	

SCHEDULE D TECHNOLOGY STANDARDS

The following information outlines the current working environment and technologies that Manitoba Public Insurance is accustomed to working with. This information is only meant as a knowledge sharing of what Manitoba Public Insurance is trained to leverage. This is not meant to advocate a restriction on technology the service must provide.

Infrastructure:		Current	Planned for 2019/2020
Server Environment	Virtualized	VMWare vSphere 5.5 with VMWare HA and SRM	VMWare vSphere 6.5 with VMWare HA and SRM
	Operating System	Windows 2012 / Windows 2016	Windows 2016
Database Environment	Microsoft	SQL 2012 / SQL 2016	SQL 2016
Desktop Environment	Operating System	Windows 7	Windows 10
	Productivity Tools	Microsoft Office 2013	Microsoft Office 2013

Development:	
Software Development Environment	Microsoft .NET Framework 4.6.2 - Preference for C# or VB .Net
Integration Methods	Web Services (RESTful Based Services)
	Informatica PowerCenter (ETL Data Exchanges)
	BizTalk 2013 (Automation of complex process Integrations)

Enterprise Tools:		Current	Planned for 2019/2020
Image and Document Management System	OpenText	eDocs Document Management 10.0	eDocs Document Management 10.0
	Kofax	Kofax Capture 10.1	Kofax Capture 10.2.1
Corporate Learning Management	OpenText	LearnFlex	LearnFlex
Collaboration Software	Microsoft	SharePoint Enterprise 2013	SharePoint Enterprise 2013
		Exchange 2010	Exchange 2016
	Blackberry	Blackberry Enterprise Server 12.6.2	Blackberry Enterprise Server 12.6.2
Reporting Services	Microsoft	SQL Server Reporting Services 2012 / 2016	SQL Server Reporting Services 2016
	SAP	Crystal Reports	Crystal Reports
		Business Objects Enterprise XI	Business Objects Enterprise XI
	Tableau	Tableau Server Enterprise 10.3.1	Tableau Server Enterprise 10.3.1
		Tableau Desktop	Tableau Desktop
	IBM	SPSS Modeler Gold	SPSS Modeler Gold
		SPSS Statistics 19	SPSS Statistics 19
i2 iBase User and Designer		i2 iBase User and Designer	
Security	Firewalls	Checkpoint	Checkpoint
		Cisco ASA	Palo Alto Networks
	Network Load Balancers/ WAF / SSL Portal	F5 Appliances	F5 Appliances
	Secure FTP	Axway	Axway
	Web Proxy	Bluecoat Web Filtering and Reporting	Bluecoat Web Filtering and Reporting
	SIEM	IBM QRadar	IBM QRadar

Request for Proposal #2979

Schedule D

Email Filtering	Cisco IronPort	Cisco IronPort
DNS/DHCP	InfoBlox	InfoBlox
Internal IAM Tools	IBM ISIGI & ISPIM	IBM ISIGI & ISPIM
Portal IAM Tool	IBM Identity Services CIS	IBM Identity Services CIS
Vulnerability Management	IBM QVM	IBM QVM
Virtual Private Network (VPN)	CheckPoint's Endpoint Security	CheckPoint's Endpoint Security
Directory Services	MS Active Directory	MS Active Directory
Malware Protection	Symantec AV	Symantec AV

The server environments are remotely hosted at IBM in one (1) of their two (2) data centers in eastern Ontario. Data centers are 100KM apart and have a 2ms round trip delay with a dedicated 10 GB network connection.