



**THE CORPORATION OF THE COUNTY OF PRINCE EDWARD**

**REQUEST FOR PROPOSAL**

**2018 General Insurance Program**

**RFP #2017-CSF-60**

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the Municipality reserves the right to modify any or all dates at its sole discretion.

**Key Dates**

Issue of Request for Proposal:	October 17, 2017
Inquiries Up To:	November 1, 2017, 2:00 p.m. local time
Due Date and Time for Submitting Proposal - Closing Date:	November 15, 2017, 2:00 p.m. local time
Evaluation of RFP and Clarification of Proposal Responses: <i>(interviews if required)</i>	November 16, 2017 to November 22, 2017
Proponent Selected (if any) - Council Meeting:	November 28, 2017(Council Approval)

**RFP Closing Date and Time:**

Proposals in response to this RFP must be submitted to:

The Corporation of the County of Prince Edward County  
Attention: Clerk's Department  
332 Main Street, 2<sup>nd</sup> Floor  
Picton, Ontario K0K 2T0 Canada

**no later than 2:00 p.m. local time November 15, 2017**

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Parts E, F and G contain confidential information and must be requested in writing by the Proponent for review before submitting a proposal. The supporting information will be provided to approved parties.

## **INTRODUCTION AND OVERVIEW**

Prince Edward County shall hereby be referred to as the "Municipality" throughout this document.

Prince Edward County is seeking an experienced and qualified insurance provider to provide quality comprehensive general insurance and broker services for the Municipality. The Proposal should be detailed and specific.

The Municipality's general insurance program is currently provided through broker BFL Canada Risk and Insurance Services Inc. where it has been insured for the last four years. It is important for the Municipality to receive exceptional service as well as the most comprehensive municipal insurance program available.

The Municipality is seeking an experienced and knowledgeable team to provide consistent and innovative risk management solutions. The team should also be willing to work with the Municipality in assisting staff in appropriately managing its own claims - especially those claims that are within its self-insured retention/deductible level.

This Request for Proposal states the instructions for submitting Proposals, the coverage and service requirements expected, and the procedures and criteria by which the Successful Proponent will be selected.

### **Overview**

Prince Edward County is located in the Province of Ontario, and is a single tier municipality with a population of 25,000 residents. It is an island community situated in Lake Ontario south of Belleville, Ontario and 60 kms. west of Kingston Ontario.

Due to size and fiscal limitations of the Municipality, insurance is administered by the CAO's office. The Municipality does not have a separate Risk Management Department and it relies on the expertise of its Insurer and Broker to assist in the provision of insurance and related services.

The Municipality receives approximately 25 claims per year. The Prince Edward County 2017 Operating Budget is \$50.5 million with a Capital Budget of \$11.5 million. According to the Municipal Property Assessment Rolls for taxation year 2017, the Municipality billed taxes of \$33.6 million to 15,400 commercial, industrial, farm and residential properties.

The Municipality employs about 300 full-time and seasonal/part-time municipal employees within 5 employee groups - unionized and non-union. The Council consists of a Mayor and 15 Councillors.

The Municipality operates a 146 volunteer / full time Fire Department with 1 full time operated station and 11 volunteer operated stations. The Fire Department has a total complement of 10 FTEs, 6 of which are full-time professional fire fighters, the remainder in Fire Prevention, Education and Training and administration. With the exception of the Fire Chief, the Deputy Chief and Fire Prevention Officer, all are unionized. The Fire Department's operations include ice/water rescue along with resources for rescue in higher buildings, the highest being six stories.

The Municipality doesn't have a transit system operation but does operate a specialized transit system for its physically disabled and elderly population.

In addition, the Municipality operates the traditional services of a lower tier municipality within an upper tier (regional) context such as planning and administration, engineering and public works, parks, arenas and recreation.

As well, the Municipality operates two community centres/single pad arenas in Picton and Wellington, a skateboard park, 9 ball diamonds, 2 marinas, 10 boat launches, a long term care facility, 11 community halls, 5 museums and a number of other recreational, parks and cultural facilities.

The Municipality also provides water and wastewater services to 5,200 customers through four water treatment plants, six water distribution systems, two wastewater treatment plants, two wastewater collection systems.

### **Purchasing By-law**

Proposals will be called, received, evaluated, accepted, and processed in accordance with the Municipality's Purchasing By-law and Procedures (copy available upon request). By submitting a Proposal each Proponent agrees to be bound by the terms, conditions and definitions of that By-law and those Procedures and any amendments to them, as fully as if it were reproduced and attached to this RFP. Copies are available by visiting the Municipality's web-site, <http://www.thecounty.ca/county-government/departments/purchasing-/>

### **Interpretation**

The following rules of interpretation apply:

Each reference to Provincial legislation in this Request for Proposal, unless otherwise specified, is a reference to the Revised Statutes of Ontario, and, in every case, includes all applicable amendments to the legislation, including successor legislation.

The words "shall", and "will" used in this TENDER denote imperative.

The word "and" is an inclusive conjunction, the use of which indicates that all items or phrases in the subsection, article, or list in which it appears are permitted or required, as the case may be. The word "or" is an alternate conjunction, the use of which indicates that alternate or optional items or phrases in the subsection, article or list in which it appears are permitted or required, as the case may be; however, notwithstanding the foregoing, where the context permits, the word "or" may also be an inclusive conjunction having the same meaning as the word "and".

### **Claims Procedure**

Claims are administered by an outside independent adjuster which must be acceptable to the selected provider.

The third party claims procedure is generally as follows:

- Receive and record claim information in database
- Determine if claim meets claim reporting guidelines - if yes, report to insurer
- Investigate claim internally by: obtaining relevant internal documents; retaining the adjuster to attend and document the scene (if required); consulting with internal staff who have relevant information

- Assess likelihood of liability on the part of the Municipality
- Determine if there are sources of contributory negligence and if claim can be referred under terms of a contract with a vendor
- Determine whether to accept or deny liability
- Write denial letter or forward payment in return for signed release
- First party damage claims are also generally handled internally
- Receive and record claim information in database
- Determine if claim meets claim reporting guidelines - if yes, contact adjuster, report to insurer
- Investigate claim internally by: obtaining relevant internal documents; if required, retaining the adjuster to attend and document the scene; consulting with internal staff who have relevant information; determine if there are sources of subrogation
- Determine value of loss and compensate department
- Attempt subrogation where appropriate

### **Innovation**

The Municipality is seeking a comprehensive integrated program of insurance coverage and risk management advice.

Such advice must include concrete information concerning appropriate levels of insurance limits, deductibles and coverages coupled with practical advice with respect to the identification of, evaluation of and appropriate response to risk.

The Municipality is prepared to consider proposals that recommend a program of insurance coverage and risk management advice that differs from the program currently in place. However, the proponent of such a program must describe the program in sufficient detail that the Municipality is able to determine with a reasonable degree of certainty the overall risk exposure and financial impact of the proposed program.

For example, any proposal that innovates by proposing coverage other than that currently employed by the Municipality, such as in employing higher deductibles, must include a demonstration of the overall financial efficiency of the proposal. Any proposal that deviates from standard Canadian industry policy wordings must explain the impact and significance of such deviations; and so on.

The Municipality is open to innovation provided that the innovator can prove the merits of the proposed innovation.

The Municipality, as the customer, will be the sole judge as to whether or not any given Proponent has demonstrated the merits of an innovation.

Any Proponent submitting a Proposal should understand the operations and activities of the Municipality, including all of its assets that require insurance coverage. For more information concerning Prince Edward County please refer to the website at [www.thecounty.ca](http://www.thecounty.ca).

## **PART A - GENERAL PROVISIONS**

The terms governing the conduct of this Request for Proposal (“RFP”) are as set out below in this document and any addenda thereto. By submitting a proposal, the proponent agrees to be bound by these terms and, in particular, without limiting the generality of the foregoing, recognizes the rights and discretion reserved to the Municipality within these terms and acknowledges and agrees to abide by those rights and that discretion.

### **1. RFP Conditions and Provisions**

#### **1.1 Registration Requirements**

Proponents who have downloaded this document are required to register with Patti White, Purchasing Clerk at the Municipality, by email: [pwhite@pecounty.on.ca](mailto:pwhite@pecounty.on.ca) or by fax 613.476.7622, prior to tender submission. Registration is mandatory to receive Part E, F and G of this RFP.

#### **1.2 RFP Closing Date and Time**

Proposals must be received at 332 Main Street, 2<sup>nd</sup> Floor, Clerk’s Department, Picton, Ontario, K0K 2T0, Canada, no later than 2:00 p.m. local time November 15, 2017. Proposals submitted later than this stated time and date will not be accepted. Proposals will be opened by the Clerk or designate in accordance with established procedures.

#### **1.3 Submission Requirements and Number of Copies**

Proposals must be submitted in sealed envelopes or packages and must have the Proposal number and description and the name of the Proponent (company) clearly stated on the exterior of all envelopes/packages. Proposals submitted including those by mail or courier must have this information on the exterior (outside) delivery envelope. The Municipality will not assume any responsibility for deliveries by mail or courier. It is the Proponent’s sole responsibility to ensure all mail or courier and all other methods of delivering their Proposal arrive at the stated location prior to the closing date and time. Fax or E-mail Proposals will not be accepted.

Proponents must submit one original and two full and complete copies (coloured pages included if any). The original Proposal must be stamped “Original” and each of the full and complete copies must each be marked “Copy”. One complete proposal and all required supporting documents must be provided on a USB stick/drive.

#### **1.4 Proposal Submissions to be Signed**

A duly authorized official of the Proponent’s company must sign a covering letter on the Proponent’s company’s letterhead, stating the contents of the Proposal. The full name, address and contact telephone numbers of the Proponent’s company must be stated in this covering letter in order for the Proposal to be considered valid.

#### **1.5 Acceptance of RFP’s Terms and Conditions**

All Proponents, by submitting a Proposal in response to this RFP, shall agree to comply with all the conditions, requirements, and instructions of this RFP as stated or implied herein. Any alteration, erasure, or interlineations by the Proponent of this RFP may constitute cause for rejection of the Proponent’s Proposal. Exceptions (if any) to this RFP must not be added to

the Proponent's Proposal pages, but must be on but must be on Proponent's covering letter and must accompany the Proponent's Proposal.

#### 1.6 Rights of the Municipality

- a) The Municipality reserves the right, in its absolute discretion, to accept Proposals which are deemed to be most advantageous and the right to reject any or all Proposals in each case without giving any notice. All Proposals received will not necessarily be accepted. In no event will the Municipality be responsible for the costs of the preparation of the submission of a Proposal from any Proponent.
- b) Proposals which contain conditions or otherwise fail to conform to the terms and conditions of this RFP may be disqualified or rejected. The Municipality may, however, in its sole discretion, reject or retain for its consideration and acceptance Proposals which are non-conforming because they do not contain the content or form required by this RFP, or for failure to comply with the process for submission set out in this RFP.
- c) Except as expressly and specifically permitted as set out in the terms and conditions of this RFP, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.
- d) The Municipality also reserves the right to: modify specific details and deadlines, cancel this RFP at any time prior to or following the stated RFP closing time, consider Proponents who have not responded to this RFP, request additional information if deemed necessary by the Municipality and to take any steps whatsoever the Municipality deems necessary to select a successful Proponent.
- e) The Municipality, in its sole and unfettered discretion, reserves the right to change the dates, schedules and deadlines set out in this RFP, or to change the scope of the project, or to cancel the RFP or the Project, without stating reasons therefore.
- f) The Municipality reserves the right to negotiate any terms or conditions whatsoever with any Proponent following Proposal submissions in response to this RFP.
- g) By submitting a Proposal the Proponent agrees that the issuing of this RFP and the receipt of Proposal submissions in response to this RFP does not commit the Municipality to enter into a Contract with any Proponent.
- h) The Proponent agrees by submitting a Proposal in response to this RFP that the Municipality has no obligation to reveal the content of any Proposal submitted, or reasons for its decision in selecting a successful Proponent.
- i) The Municipality reserves the right to reject any Proposal submission which is restricted by any wording, sentences, clauses, copies or agreements or contract samples included by the Proponent in their Proposal submission. The Municipality shall make the sole determination of which of the above constitutes a restriction. Also, Proposal submissions which are incomplete, conditional or obscure, or which contain additives not called for, erasures, alterations or irregularities of any kind, may be rejected.
- j) The Municipality reserves the right to waive informalities at its sole discretion.

## 1.7 Questions Regarding the RFP and Addenda

Questions regarding this RFP must be submitted in writing to Patti White, Purchasing Clerk, no later than 2:00 p.m. local time, November 1, 2017, in order for the Municipality to prepare an addendum (if any). Questions and Answers will be shared with all proponents if necessary to ensure clarity and fairness.

No Municipality representative, whether an official, agent or employee, consultant or CAO, is authorized to speak for the Municipality with respect to this RFP, and any Proponent who uses any information, clarification or interpretation from any other representative does so entirely at the Proponent's own risk. (See section 1.14 below)

The Municipality will not be bound by any representation made by an unauthorized person, but any attempt by a Proponent to bypass the RFP process may be grounds for rejection of its Proposal.

The Municipality will not be responsible for any verbal comment or suggestion by any Municipality staff, appointed or elected official of the Municipality or by any consultant retained by the Municipality in respect to this RFP.

Questions received later than the stated date and time will not be acknowledged nor answered. Questions must be submitted in writing only by fax 613.476.7622 or email to: pwhite@pecounty.on.ca. It is the responsibility of the Proponent to ensure their question(s) were received by the Municipality.

Proponent's Questions if deemed to require a response and any Municipality initiated changes or alterations to this RFP will be issued in the form of an addendum or addenda and circulated to all Proponents.

The front page of any addenda provided must be completed and signed by the Proponent and affixed to their Proposal. Proposals that do not include all addenda may be rejected.

## 1.8 Completion of all Information and Data Required

All Proponents are required to complete all information requested in this RFP. Failure to do so may result in the disqualification of Proposal. In particular, without limiting the generality of the foregoing, typographical errors in entering quotations on Proponent's Proposal may result in the disqualification of Proposal.

## 1.9 Right to Negotiate

By submitting a Proposal, the Proponent agrees that the terms of this RFP reserve to the Municipality the right to negotiate price or terms or any other condition(s) with the highest ranked Proponent (the "Successful Proponent"). By submitting a Proposal, the Proponent further agrees that should negotiations with the highest ranked Proponent not be successful, the terms of this RFP further reserve to the Municipality the right to enter into negotiations with the next highest ranked or any other Proponent regardless of ranking and, in the alternative to cancel the RFP completely or to cancel and re-issue the RFP.

#### 1.10 Non-Acceptance Due to Existing Obligations to the Municipality

No Proposal shall be accepted from, or no contract will be awarded to, any person, firm or corporation that is in arrears to the Municipality, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to the Municipality, or that may be deemed irresponsible or unreliable by the Municipality Council.

Proponents may be required to submit satisfactory evidence that they have a practical knowledge of insurance and that they have the necessary financial resources to perform and complete the Insurance Program outlined in this Proposal.

#### 1.11 Conforming with all Laws

The Proponent agrees to abide by all applicable laws, regulations and administrative rulings of Canada, Ontario, and the Municipality, securing all necessary licenses and permits in connection with the Proposal.

#### 1.12 Contract Execution Requirements

In the event that the Municipality accepts a particular Proposal, the Successful Proponent must execute a formal agreement within ten (10) days of being notified of the Municipality's acceptance. The Municipality may, in its sole discretion, extend this ten (10) day period.

#### 1.13 Evaluation General Statement

This Proposal will not be based on price alone, but will be evaluated on a number of criteria as set out specifically under the Selection Process in Part C.

#### 1.14 Ethical Standards

By submitting a Proposal, the Proponent acknowledges that it is a breach of the ethical standards of the Municipality to give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or Proposal therefore.

By submitting a Proposal, the Proponent acknowledges that it is a breach of ethical standards of the Municipality for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the Proponent or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

Breach of the ethical standards of the Municipality will result in the rejection of any proposal associated in any way with that breach.

For greater clarity and without limiting the generality of the foregoing, in the event that any person associated in any way with a proposal offers or attempts to offer any gratuities, benefits or kickbacks in any form to any Municipality staff, officers or appointed or elected officials, the Proponent's Proposal shall be disqualified and shall not be reinstated.

#### 1.15 Single Point of Contact

Other than as expressly permitted or required in, this RFP, and without limiting any other restriction. Any attempt on the part of a Proponent or any of its employees, servants, agents, subcontractors, or representatives to contact anyone connected with this Proposal other than the Municipality Representative identified in this RFP, either directly or indirectly will lead to such Proponent's disqualification.

#### 1.16 Publicity Regarding this RFP and the Proponents Proposal

Other than as expressly permitted or required in this RFP, Proponents and their representatives shall not, with respect to this RFP or a Proponent's Proposal, make any public comment, publicly promote or advertise their qualifications, their Proposal, or their interest in this competitive procurement process.

#### 1.17 Potential for Conflict of Interest

The Proposal shall include a list of all major projects that the Proponent is currently involved with the Municipality. For these projects outline the nature of the Project, the names of the clients, and the major stakeholders.

Proponents must declare in their Proposal all conflicts of interest or any situation that may be reasonably perceived as a conflict of interest that exists now or may exist in the future. The Municipality reserves the right to disqualify a Proponent in the event of a conflict, real or perceived.

#### 1.18 Non-Collusive Proposal Certification

By the submission of this Proposal, the Proponent certifies that the Proposal has been arrived at (completed) by the Proponent independently and has been submitted without collusion with any other Proponent. The contents of the Proposal have not been communicated by the Proponent, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Proponent or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of the Proposal.

No Proponent shall submit more than one Proposal for this RFP. It shall be the responsibility of each Proponent to obtain the prior written permission from the Municipality before receipt of Proposal in every situation in which the Proponent, due to corporate association or other affiliation, may be found to be impermissibly associated with another Proponent. Failure to observe this requirement could result in all such affiliated Proposals being rejected.

#### 1.19 Legal Claims and Damages

The Municipality reserves the right not to accept a Proposal from any person or corporation which includes any non-arms length corporation and all related corporations thereto who, or which, has a claim or instituted a legal proceeding against the Municipality or against whom the Municipality has a claim or instituted a legal proceeding with respect to any previous contacts, bid submissions or business transactions who is listed as either the proposed general contractor or subcontractor or any vendor within the submitted Proposals.

Also, a Proponent, by submitting a Proposal, agrees that it will not claim damages, by any means, in respect to any matter relating to the RFP, the bidding and evaluation process or any subsequent procurement process, if any, resulting from this RFP.

#### 1.20 Examination of Records

The Proponent agrees that the Municipality or any of their duly authorized representatives shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Proponent involving transactions related to this Agreement.

#### 1.21 Patents, Intellectual Property Rights, Copyright, Trademarks, Technology Rights

The Proponent agrees to defend the Municipality at Proponent's own expense, in all suits, actions or proceedings in which the Municipality is made a defendant for actual or alleged infringement of any Canadian or foreign letters patent, intellectual property rights, copyright trademarks, technology rights or any other related rights to the above resulting from the Municipality contractual relationship with the Proponent and the Proponent's use of any or all technologies, methodologies, strategies in providing the services required herein. The Proponent further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding against the Municipality. The Proponent agrees to indemnify and hold harmless the Municipality from any and all license, royalty and proprietary fees or costs, including legal costs, which may arise out of the Municipality contractual relationship with the Proponent and the Proponent's use of any or all technologies, methodologies, strategies in providing the services required herein. It is expressly agreed by Proponent that these covenants are irrevocable and perpetual.

#### 1.22 Ownership of Work Product

All documents submitted to the Municipality by the Proponent become and are the property of the Municipality, and the Municipality may, without restriction, make use of such documents and underlying concepts as it sees fit. The Proponent shall not be liable for any damage that may result from any use of said documents for purposes other than those described in this Proposal.

#### 1.23 Insurance

Throughout the term of the Agreement (including any renewal thereof), the Successful Proponent shall obtain and maintain at its own expense, including the cost of any applicable deductible, the following policies of insurance:

- a) Professional Errors & Omissions Liability Insurance with a policy limit of not less than ten million dollars (\$10,000,000.00) per claim and in the aggregate or such greater amount as the Municipality may request. Coverage shall be maintained on a continuous and uninterrupted basis during the term of the Agreement and for a period of twenty-four months following the date of the term of the Agreement. The Proponent shall notify the Municipality immediately of any claims filed in respect of this policy of insurance that are in excess of Two Hundred and Fifty Thousand Dollars (\$250,000.00). If such claims reduce the aggregate coverage amount available from the limits described herein, or as subsequently amended by Agreement between the Municipality and the Successful Proponent, then the Municipality may at its discretion require that the Successful Proponent acquire additional insurance coverage to ensure that the aggregate limits are maintained at

- the levels described above. The Successful Proponent shall bear the cost of acquiring such additional insurance;
- b) A Commercial General Liability Policy, Non-Owned Automobile and Owned Automobile Policy of insurance that shall,
    - i. Each have a limit per occurrence not less than \$5,000,000;
    - ii. be recorded as being a primary policy and shall be in a form and issued by an insurance company satisfactory to the Municipality, that is licensed to carry on business in Ontario;
    - iii. be maintained continuously during the course of carrying out the services contemplated by the Agreement; or for such period of time as may be required after completion of the Insurance Program as deemed necessary by the Municipality;
    - iv. contain cross liability and severability of interest provisions, as may be applicable;
    - v. preclude subrogation claims against the Municipality and any other person insured under the policy; and
    - vi. provide that at least thirty (30) days prior written notice shall be given to the Municipality by the Insurer before the Insurer or Successful Proponent takes any steps to cancel, terminate, fail to renew, amend or otherwise change or modify the insurance or any part thereof.
  - c) The Municipality reserves the right to require the Successful Proponent to purchase such additional insurance coverage as the Municipality may reasonably require. The Municipality reserves the right to request such higher limits of insurance or otherwise alter the types of coverage requirements (taking into consideration such matters as the nature of the Insurance Program, contract value, industry standards, and availability of insurance) as the Municipality may reasonably require from time to time.
  - d) Any insurance coverage acquired under the Agreement shall in no manner discharge, restrict or limit the liabilities assumed by the Successful Proponent under the Agreement. The dollar limit of insurance coverage shall not be limited by the dollar amount of the Agreement.
  - e) The Successful Proponent shall pay all premiums on the policies as they become due provided that the Municipality may pay premiums as they become due and deduct the amount thereof from moneys due from the Municipality to the Successful Proponent should the Successful Proponent fail to do so.
  - f) The Successful Proponent shall deposit with the Municipality proof of insurance,
    - i. at the time of execution of this Agreement, and
    - ii. in any event prior to commencing the provision of Services, and thereafter during the term of the Agreement, no later than twenty (20) Business Days prior to the renewal date of each applicable policy, the Successful Proponent

shall deposit with the Municipality an original Certificate of Insurance, originally signed by an authorized insurance representative, confirming thereon relevant coverage information including but not limited to name/description of Municipality contract, name of Insurer, name of Broker, name of Insured, name of Additional Insureds as may be applicable, commencement and expiry dates of coverage, dollar limits of coverage, deductible levels as may be applicable, cancellation or termination provisions; or (at the Municipality's election) a certified copy of the insurance policy or policies required.

- g) The Successful Proponent shall not do or omit to do anything that would impair or invalidate the insurance policies.
- h) Delivery to and examination or approval by the Municipality of any certificates of insurance or policies of insurance or other evidence of insurance shall not relieve the Successful Proponent of any of its indemnification or insurance obligations under the Agreement. The Municipality shall be under no duty either to ascertain the existence of or to examine such certificates of insurance or policies of insurance or to advise the Successful Proponent in the event such insurance coverage is not in compliance with the requirements set out in the Agreement.
- i) Claims reported to the Successful Proponent by a third party or by the Municipality shall be promptly investigated by the Successful Proponent. The Successful Proponent shall make contact with the claimant within forty-eight (48) hours of receipt of notice of a claim. The Successful Proponent shall initiate an investigation of the claim immediately upon notice, and advise the claimant by letter of its position regarding resolution of the claim within twenty (20) Business Days of the notice. The Successful Proponent shall include in its letter of resolution the reasons for its position. Failing acceptance of the resolution by the claimant of the proposed resolution, the Successful Proponent agrees to report the claim to its Insurer for further review and response to the claimant. Failure to follow this procedure shall permit the Municipality to investigate and resolve any claims and offset the resultant costs against any monies due, from time to time, under the Agreement.

#### 1.24 Irrevocable Offer

By submitting a Proposal in response to this RFP, the Proponent thereby acknowledges that offers contained within its Proposal shall be irrevocable and remain open for acceptance by the Municipality for a period of not less than ninety (90) days from the closing date and time specified in this RFP.

#### 1.25 Withdrawal of Proposal

Proponents shall be permitted to withdraw their Proposal after the Proposal has been delivered to the Municipality at any time up to the official closing time by submitting a written request from the Proponent to the Clerk of the Municipality, prior to the date and time specified for the Proposal closing. Proponents will not be allowed to withdraw their Proposal following the RFP stated closing date and time.

The Municipality reserves the right to withdraw, at its discretion, this RFP at any time and shall not be liable for any expense, cost, loss or damage incurred or suffered by any Proponent as a result of such withdrawal.

#### 1.26 No Post Submission Adjustments

No adjustments by any Proponents to their Proposal will be permitted after the stated closing date and time for this RFP.

#### 1.27 Verification and Clarification

Notwithstanding any clause, term or condition of this RFP, the Municipality at its sole discretion, reserves the right to verify or clarify any information or data contained in a Proponent's Proposal. Such requests by the Municipality shall not constitute any opportunity by the Proponent to adjust, improve or in any manner add to their Proposal.

If in the sole opinion and determination of the Municipality, the Proponent has misinterpreted the services required in the RFP or underestimated the hours or value of the services to be performed or has submitted unbalanced prices or fees, not accurately reflecting the services requested, the Municipality may reject the Proposal.

#### 1.28 Conflicts of Interest

In its Proposal, the Proponent must disclose to the Municipality any potential conflict of interest that might compromise the performance of the Insurance Program. If such a conflict of interest does exist, the Municipality may, at its discretion, refuse to consider the Proposal.

The Proponent must also disclose whether it is aware of any Municipality employee, Municipality Council member or member of a Municipality agency, or commission thereof having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Agreement, the Municipality may, at its discretion, refuse to consider the Proposal or withhold the awarding of any Agreement to the Proponent until the matter is resolved to the Municipality's sole satisfaction.

If, during the Proposal evaluation process or the negotiation of the Agreement, another Municipality giving rise to a potential conflict of interest retains the Proponent, then the Proponent will so inform the Municipality. If the Municipality requests, then the Proponent will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest concerned.

Proponents must declare in their Proposal all conflicts of interest or any situation that may be reasonably perceived as a conflict of interest that exists now or may exist in the future. The Municipality reserves the right to disqualify a Proponent in the event of a conflict, real or perceived.

#### 1.29 Failure or Default of Proponent

If the Proponent, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of the RFP, the Municipality may disqualify the Proponent from the RFP and/or from competing for future tenders or RFPs issued by the Municipality for a period of one year. In addition, the Municipality may at its option either:

- a) Consider that the Proponent has withdrawn any offer made, or abandoned the Agreement if the offer has been accepted, whereupon the acceptance, if any, of the Municipality shall be null and void; or

- b) Require the Proponent to pay the Municipality the difference between its Proposal and any other Proposal which the Municipality accepts, if the latter is for a greater amount and, in addition, to pay the Municipality any cost which the Municipality may incur by reason of the Proponent's failure or default, and further the Proponent will indemnify and save harmless the Municipality, its elected and appointed officers and officials, employees and agents from all loss, damage, liability, cost, charge and expense whatever which it, they or any of them may suffer, incur or be put to by reason of such default or failure of the Proponent.

#### 1.30 Non-Exclusivity

The awarding of an Agreement to a Successful Proponent is not a guarantee of exclusivity.

#### 1.31 No Assignment

The Successful Proponent shall not assign any part of this Insurance Program which may be awarded to it under the execution of an Agreement without prior written consent of the Municipality. Such written consent however, shall not under any circumstances relieve the Successful Proponent of its liabilities and obligations under this RFP and said executed Agreement.

#### 1.32 Sub-Consultants or Service Providers

The Successful Proponent shall be solely responsible for the payment of every sub-consultant or service provider employed, engaged, or retained by it for the purpose of providing the Insurance Program. The Successful Proponent shall coordinate the services of its sub-consultants and service providers in a manner acceptable to the Municipality, and ensure that they comply with all the relevant requirements of the Insurance Program. The Successful Proponent shall be liable to the Municipality for all costs or damages arising from acts, omissions, negligence or wilful misconduct of its sub-consultants or service providers.

#### 1.33 Personnel and Performance

The Successful Proponent shall be responsible for its own staff resources and for the staff resources of any sub-consultants and third-party service providers. Personnel assigned by the Successful Proponent to perform or produce the Services or any part of it may, in the sole discretion of the Municipality, be required to sign non-disclosure agreement(s) satisfactory to the Municipality before being permitted to perform such services.

#### 1.34 Restrictions Contained in a Proposal

The Proponent's Proposal must not contain any restrictions, erasures, or non-agreement statements made to any article, or term or condition of this RFP and also must not contain any added agreement, contract or terms and conditions of the Proponent's company or parent or related company. The Municipality reserves the right to reject any Proposal with the said restrictions or additions.

#### 1.35 Warranties and Covenants

The Successful Proponent will represent, warrant and covenant to the Municipality, and acknowledge that any service resulting from or to be supplied or developed under the Insurance Program Agreement with the Municipality will be in strict accordance with the functional and technical requirements set out in this RFP.

### 1.36 Payment Schedule

A payment schedule satisfactory to the Municipality shall form part of the agreement governing the Insurance Program (the "Agreement").

No fees or reimbursable expenses shall become payable to the Successful Proponent pursuant to the Agreement other than pursuant to one or more signed schedules.

The Successful Proponent shall submit invoices in such detail as may be required by the Municipality, and the Municipality reserves the right to require further proof or documentation from the Successful Proponent in respect of services performed or expenses incurred by the Successful Proponent and the Successful Proponent shall provide, without delay, such further proof or documentation.

If the Municipality does not approve of the Services which are the subject of the invoice, the Municipality shall advise the Successful Proponent in writing of the reasons for non-approval and the Successful Proponent shall remedy the problem at no additional cost to the Municipality before the Municipality shall be obliged to pay the invoice or any part of it, as the case may be.

The Successful Proponent shall be solely responsible for the payment of all personnel (including without limitation sub-respondents and their respective personnel) made available by it and used for performance of any of the Services. Payments shall be made net thirty (30) days from date of receipt of invoice and detailed insurance binders.

### 1.37 Indemnification

Indemnification by the Municipality cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defence of the Proponent or any other person or entity whatsoever, for any purpose whatsoever.

Each Proponent and the Successful Proponent shall defend, indemnify and save harmless the Municipality, its officers, agents, appointed or elected officials and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising out of this Agreement; provided, however, that the Proponent is not required to indemnify or save harmless the Municipality, its officers, agents and employees from damages resulting from the sole negligence of the Municipality's officers, agents and employees.

### 1.38 Termination

Nothing herein shall be construed as giving the Proponent the right to perform the services contemplated under this RFP or the Agreement beyond the time when such services become unsatisfactory to the Municipality; and in the event that the Proponent shall be discharged before all the services contemplated hereunder have been completed, or the services are for any reason terminated, stopped or discontinued because of the inability of the Proponent to serve under this Agreement, the Proponent shall be paid only for that portion of the Insurance Program which shall have been satisfactorily completed at the time of termination.

### 1.39 Termination For Convenience of the Municipality

The Agreement shall provide that the Municipality, upon giving thirty (30) days written notice (unless a longer period is given) may terminate the Agreement, in whole or in part, when it is

in the best interest of the Municipality. To the extent that the Agreement is for services and is so terminated, the Municipality shall be liable only for payment in accordance with the payment provisions of the Agreement for services rendered prior to the effective date of termination.

#### 1.40 Ownership of Documents Submitted to the Municipality

The Agreement shall provide that the Municipality, upon giving thirty (30) days written notice (unless a longer period is given) may terminate the Agreement, in whole or in part, when it is in the best interest of the Municipality. To the extent that the Agreement is for services and is so terminated, the Municipality shall be liable only for payment in accordance with the payment provisions of the Agreement for services rendered prior to the effective date of termination.

#### 1.41 Confidentiality of Information

- a) Except as noted, all communications between the Proponents and the Municipality regarding this RFP shall be treated as confidential, commencing the date of issuance of the RFP to and after the receipt and opening of the RFP Proposals. The Municipality, in its sole and unfettered discretion, may at any time reject any RFP Proposal by a Proponent without further consideration and terminate that Proponent's right to continue in the RFP process in the event of any breach of confidentiality by the Proponent.
- b) All information provided to the Municipality from a member of a Proponent's company, and/or team in connection with, or arising out of, the RFP process, shall become the sole property of the Municipality.
- c) Proponents must treat all information in a highly confidential manner and not use this information for any purpose other than for replying to this RFP and fulfilling any related contract requirements arising from the award of the RFP. Without limiting the generality of the foregoing, Proponents who are deemed qualified to submit a Proposal in response to a future RFP and/or invited to participate in interviews or any aspect of the RFP process subsequent to submissions, shall keep highly confidential all such developments and participation. All information pertaining to recommendations and information collected and processed for the Municipality is for the sole use of the Municipality in its sole and unfettered discretion.
- d) Information communicated by the Municipality to the Proponent or by the Proponent to the Municipality in the course of responding to this RFP shall not be either divulged or issued by the Proponent on any other project or Proposal unless prior approval, in writing, is obtained from the Municipality.
- e) Any information that is not common knowledge, and may therefore be considered confidential by the Municipality, that is acquired in the course of responding to this RFP, shall not be used or divulged by the Proponent unless prior approval, in writing, is obtained from the Municipality.
- f) Notwithstanding the foregoing, the obligation of confidentiality shall not pertain to information which, 1) Was at the time of disclosure, or thereafter became, part of the public domain; and 2) Must be disclosed under law or court order, where, in such cases, all reasonable attempts will be made by the Proponent to notify the Municipality in advance of doing so.

- g) All Proposals received including all attachments shall remain the sole property of the Municipality and shall not be returned to the Proponent under any circumstance following the stated closing time and date stated herein.
- h) All correspondence, documentation and information provided to the Municipality by every Proponent in connection with, or arising out of this RFP, and all RFP Proposals shall become the property of the Municipality and as a result, such RFP Proposals are subject to requests for disclosure under the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 as amended. Accordingly, Proponents are requested to identify any information in their RFP Proposal that, if disclosed, could cause them injury. The Municipality will make all reasonable efforts to maintain the confidentiality of such information, but the Proponents must be aware that the information may become public through requests for information and at all times as the result of the need for transparency and accountability in decisions made by the Municipality. The Municipality shall not be liable if any such confidential information becomes public or is otherwise disclosed. Proponents shall not identify their entire RFP Proposal as "Confidential". The Municipality may treat such a notation on or within an RFP Proposal as grounds for disqualification.

#### 1.42 Disclosure

- a) Total bid prices will only be made available if provided to the Municipality's Council in a public report.
- b) Submissions of Proposals as a result of this RFP are in accordance with the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA").
- c) Release of Information contained in the Proposal may be requested by anyone under the MFIPPA unless they contain either a trade secret or information that if disclosed would result in harm to the Proponent. This would include scientific, technical, financial or labour relations information.
- d) All requests for information must be made in writing and submitted to the Municipality's Clerk.
- e) To prevent the release of information, the Proponent must state that the Proposal is submitted in confidence and indicate the nature of the confidential information and what harm would result from the release.

#### 1.43 Waiver of Rights

- a) Each Proponent acknowledges and agrees that the Municipality is likely to receive, and be required to deal with, multiple RFP Proposals, all of which may contain or disclose information considered by their Proponents to be of special, unique, secret or proprietary nature, and that such information and the manner in which the Municipality may use it may be entitled or subject to protection under any of Canada's intellectual property laws, the *Competition Act*, *Municipal Freedom of Information and Privacy Protection Act* or the common law relating to unfair competition.
- b) The Municipality will not accept any RFP Proposal that is subject to a reservation by the Proponent of any such rights, and each RFP Proponent, by virtue of filing an

RFP Proposal pursuant to this RFP, expressly waives any and all protection to which the Proponent might otherwise be entitled in respect of that RFP Proposal under all of the foregoing laws, and expressly releases the Municipality and its staff, as well as the qualified Proponents from any claims, actions, suits and proceedings whatsoever for the infringement of any intellectual property right or for the use of any secret or proprietary information disclosed to the Municipality in that RFP Proposal.

- c) Each Proponent shall indemnify and save harmless the Municipality and its Staff, against all claims, actions, suits and proceedings brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark or industrial design or the use or misuse in connection with their RFP Proposal, including any and all costs incurred by the Municipality .

#### 1.44 Anti-Lobbying Restrictions and Required Disclosure

- a) Proponents, their employees, or anyone involved in preparing their RFP Proposal must not engage in any form of political or other lobbying whatsoever with respect to this Proposal or seek to influence the outcome of the RFP and subsequent procurement process. This anti-lobbying restriction extends to all Municipality staff, its elected and appointed officers and officials and agents of the Municipality.
- b) In the event of any such lobbying, the Municipality may reject any RFP Proposal by that Proponent without further consideration and terminate that Proponent's right to continue in the RFP and any subsequent procurement process. All correspondence or contact by interested parties with the Municipality must be directly and only with the Municipality contact person identified in this Proposal document. It should be duly noted by all Proponents that this anti-lobbying restriction extends from the release date of this RFP through to the date and time when the Municipality formally awards the Agreement, by purchase order i.e., after the RFP evaluations and award. Any lobbying undertaken during this time frame by any Proponent or the Proponent's team members, or anyone involved with their RFP Proposal may result in immediate disqualification from the process. This anti-lobbying restriction is not meant to affect the day-to-day operations of the Municipality, its staff and its elected and appointed officers and officials and agents of the Municipality that may necessarily include contact with potential Proponents to this RFP regarding other business.
- c) This section shall not be intended to disallow any meetings, interviews or clarifications requested or authorized by the Municipality, its authorized staff, the Municipality's representative or their authorized designates.

#### 1.45 Announcement by Municipality

No announcement concerning information about any Proposals received or the awarding of this Proposal will be made until a complete report and analysis is prepared by the Municipality Staff and approved by the Municipality Council. Any notification of award shall be conducted in accordance with the Municipal Freedom of Information and Protection of Privacy Act R.S.O.1990, c. M.56 as amended.

#### 1.46 Notification to Proponents

Any notice that the Municipality may be required or desired to give to the Proponent shall for all purposes be deemed to have been sufficiently and properly given if posted on the Municipality's website and shall irrefutably be presumed to have been received by the Proponent on the day of the said posting.

#### 1.47 Materially False, Incorrect or Misleading Information

The Municipality, without liability, cost or penalty, may, at any time, during the RFP process reject any RFP.

Proposal or disqualify any Proponent if, in the sole and unfettered discretion of the Municipality, the Municipality determines that such Proposal contains materially false, incorrect or misleading information.

#### 1.48 Public Comment or Promotion of RFP Proposal

Except for Proponent interviews, meetings or presentations specifically authorized or arranged by the Municipality contact person or authorized designate, neither Proponents nor their representatives shall make any public comment, respond to questions in a public forum, or carry out any activities to publicly promote or advertise their Proposal, or their interest or participation in the RFP and subsequent procurement processes (if any) without the Municipality's prior written consent, which consent may be arbitrarily withheld or delayed.

#### 1.49 Suspension of Activity

All Proponents are advised and put on notice that notwithstanding anything else contained in this RFP. All RFP Proponents are forewarned and advised that the Municipality expressly reserves the right to suspend, cancel or terminate this RFP process or any subsequent procurement process or any stage including, without limitation, the completion of the RFP process, the commencement, implementation or completion of any RFP process or other procurement process and/or the award, negotiation or the finalization of any agreement or contract and that accordingly, all RFP Proponents acknowledge and agree that if any such processes are suspended, terminated or cancelled at any time or times during any stage of the RFP or subsequent procurement process (if any) by the Municipality, then the Proponents shall have no claim against the Municipality for any costs, expenses, losses including loss of profits, liabilities or damages whatsoever.

#### 1.50 Failure to Comply

Failure to comply with any material requirements of this RFP may result in disqualification of a Proponent and/or the rejection of the Proponent's RFP Proposal.

#### 1.51 Applications for Insurance

No applications for insurance will be completed as part of this RFP process due to the time involved, however, the Municipality will complete all necessary applications for the Successful Proponent once selected. Any additional information required for underwriting purposes should be posed as questions. The responses to these, if any, will be shared with all Proponents.

#### 1.52 Errors, Omissions in the Municipality Documents

The Municipality shall not be held liable for any errors or omissions in any part of this RFP. While the Municipality has used considerable effort to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Municipality, nor is it necessarily comprehensive or exhaustive.

#### 1.53 Decision by the Municipality

The Proponent agrees by submitting a Proposal in response to this RFP that the Municipality has no obligation to reveal the results of or reasons for its decision of a Selected Proponent.

#### 1.54 No De-Briefing

There will be no de-briefing provided to any Proponent or to any other persons or company about any aspect or part whatsoever of this RFP including the bidding process, evaluation process or the award process that may result from this RFP.

#### 1.55 Order of Precedence

In the event of any inconsistency or conflict in the contents of the following which shall take precedence and govern in the following descending order:

- Agreement
- Addenda (if any) as issued by the Municipality
- RFP and all appendices as issued by the Municipality
- Proposal Submission received from the bidder

#### 1.56 Accessibility

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service every provider of goods and services shall ensure that every person who deals with a member of the public or participates in the developing of the County's policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained as follows:

- a) How to interact and communicate with persons with various types of disability
- b) How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person
- c) How to use equipment that is available on the premises that may help in the provision of goods or services.
- d) What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services
- e) Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities

<http://www.mcsc.gov.on.ca/mcsc/serve-ability/splash.html>

## **PART B - SPECIFIC CONTRACTUAL REQUIREMENTS**

### **2. RFP Contractual Requirements**

#### **2.1 Term of Agreement**

The Successful Proponent will provide services to and arrange insurance for the Municipality for an initial one year term, January 1, 2018 to January 1, 2019, with the option to renew for each subsequent year based on satisfactory performance and service.

#### **2.2 Claims Adjuster**

The Municipality, with the approval of the Insurer, may appoint an independent adjuster to handle all or any of the claims.

#### **2.3 Legal Counsel**

The Municipality, with the approval of the Insurer, may appoint an independent legal firm to handle all or any legal defence of the claims. Where reasonable, the Municipality prefers to appoint local legal firms.

#### **2.4 Insurance Broker**

The Proponent is responsible for paying all fees and/or commissions of all brokers involved with the provision of coverage and services offered within their Proposal. Such fees and/or commissions must be included in the total premiums shown.

#### **2.5 Coverage (Provided through Traditional Insurance)**

Insurance Firms, representing traditional insurance companies, with the necessary qualifications are invited to submit proposals, which will provide and support the Municipality's Insurance and Risk Management Programs.

The information contained herein, outlines the minimum requirements of the Municipality and is to facilitate in the preparation of your Proposal. However, Proponents are encouraged to include any innovative enhancements and/or recommendations, which in their opinion would improve the Municipality's Insurance Programs.

It is the Proponent's responsibility to fully understand the operations and activities of the Municipality and know which assets and liabilities, typical of a similar sized municipality, require insurance coverage.

Details of the Municipality's required coverage and deductibles are set out in the Coverage Specifications Section. (Part E)

The following highlights some of the key requirements:

**Tax:** All Premiums shown shall be actual premiums, exclusive of Provincial Sales Tax (PST), which shall be additional to the premiums shown.

**Insurers:** All insurers must be identified in the Proposal for each class of insurance. These must be firm authorizations and cannot change after your Proposal has been submitted, without prior approval from the Municipality. All insurers must be financially stable, fully

knowledgeable about municipal risks, maintain an A.M. Best rating of A- or better, and be licensed to transact business in Ontario as required by the Financial Services Commission of Ontario ("FSCO").

**Subscription Identification:** If more than one insurer is proposed for a selected coverage, each Insurer and percentage of subscription is to be identified for each class of insurance and the Proponent must warrant that all subscriptions are firm authorizations. As well, all liability insurance, including municipal liability, errors and omissions liability, non-owned automobile and environmental liability must be placed with the same general insurance company.

**Wordings:** Insurers may quote on their own wordings as long as all conditions are met by the wordings. The Municipality requires that original specimen wordings must accompany the Proposal showing all terms, conditions and exclusions. In addition to the specimen wordings, all applicable declarations pages or summary of coverage pages showing the applicable limits, sub-limits, aggregate limits, deductibles and other important terms must be provided for evaluation purposes.

It is mandatory that deviations from the coverage requested be outlined in full in a separate section, marked "deviations".

**Occurrence vs. Claims Made:** All liability policies must be written on an occurrence basis, with the exception of the Errors and Omissions Liability and Environmental Liability policies.

**Assignment/Transfer:** The Successful Proponent will not assign or transfer any portion of the Proposal submitted and subsequently accepted without receiving prior approval to do so by the Municipality.

**Coverages:** At any time during this Agreement the Municipality reserves the right to increase coverage for insurance purposes, or to add additional items to the respective policies or to increase or decrease deductibles, all of which would be subject to increases/decreases to premium costs. If coverages exceed those set out in the "Coverage Requirements", Proponents must include a separate Recommendations section to their Proposal outlining enhancements and costs associated.

## 2.6 Specific Reservation of Rights

Proponents will not have the right to change insurers, coverage, conditions, terms or prices of the Proposal once submitted in writing to the Municipality, nor shall Proponents have the right to withdraw a Proposal once it has been submitted. However, the Municipality does reserve the right to further negotiate terms or conditions with the Successful Proponent. The lowest or any Proposal will not necessarily be accepted.

## 2.7 Governing Law

Any agreement resulting from this Request for Proposal shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

## 2.8 Cancellation

All insurance policies shall provide a ninety (90) day written notice of cancellation by the Insurer, unless otherwise noted and agreed to by the Insured.

## 2.9 Schedule of Events

The following schedule is provided for planning purposes only. The Municipality may alter this schedule at any time and accepts no responsibility for adherence to this schedule:

### Key Dates

Issue of Request for Proposal:	October 17, 2017
Inquiries Up To:	November 1, 2017, 1:00 p.m. local time
Due Date and Time for Submitting Proposal - Closing Date:	November 15, 2017 - 2:00 p.m. local time
Evaluation of RFP and Clarification of Proposal Responses: <i>(interviews if required the week)</i>	November 16, 2017 to November 22, 2017
Proponent Selected (if any) - Council Meeting:	November 28, 2017(Council Approval)

## **PART C - SELECTION PROCESS**

### **3. RFP Selection Process**

#### **3.1 No Obligation**

The Municipality will not necessarily accept the lowest price or any Proposal. Any implication that the lowest price or any Proposal will be accepted is hereby expressly negated.

#### **3.2 Selection**

The General Insurance and Risk Management Services Program will be selected based upon evaluation criteria developed by the Municipality which in its sole discretion will determine the manner in which each response to this

Request for Proposal meets the evaluation criteria.

#### **3.3 Evaluation Criteria**

Each Proposal will be evaluated by the Municipality to determine the degree to which it responds to the requirements as set out. Factors in addition to price will be considered when Proposals are evaluated that will include, but not necessarily be limited to:

a) Product:

- i. Meeting the RFP Specifications
- ii. Scope of Coverage offered
- iii. Enhancements and Value Added Services

b) Services:

- i. Insurance Administration
- ii. Claims Management
- iii. Other, including optional

c) Qualifications:

- i. Proponent's Experience
- ii. Proponent's Team Expertise
- iii. Financial Stability of Insurers

d) Price:

- i. Annual Cost
- ii. Added Value

Following the evaluation of the RFP, the Municipality, at its sole discretion, may elect to conduct interviews with selected proponents. No de-briefing will be provided by the Municipality to any Proponent who has submitted a Proposal in response to this RFP or to any Proponent who has participated in an interview with the Municipality.

## **PART D - SERVICE REQUIREMENTS**

### 4. Service Requirements

#### 4.1 Proponent Responsibilities

Please note within your Proposal that you have met the following requirements and provided responses to all questions posed in this section in the order presented:

- a) a corporate profile of their firm outlining its history, philosophy and target market.
- b) a detailed listing of experience relevant to the services being sought by the Municipality.
  - i. Proponents must provide evidence of long-term strength and viability, flexibility to react to the changing insurance needs of the Municipality, while having the ability to anticipate the Municipality's needs and respond with innovative solutions. Proponents must have access to appropriate municipal insurance markets.
  - ii. Each Proponent is asked to provide evidence of long-term financial strength and viability for each proposed insurance provider including:
    - a. providing the most current A.M. Best rating.
    - b. stating the number of years of the proponent utilizing the particular insurance market proposed as well as indicating what services will be provided directly from the insurer and which will be provided by the others within the team proposed.
  - iii. Proponents must provide evidence:
    - a. that it is appropriately licensed and in good standing to operate as an insurance broker in the Province of Ontario;
    - b. that all insurers proposed are financially stable, experienced in providing insurance to municipalities and appropriately licensed to transact business in the Province of Ontario;
    - c. of Professional Liability Insurance (Errors and Omissions) with a minimum limit of \$10 million dollars (\$10,000,000.00) as specified in paragraph 1.22 of the General Provisions of this RFP.
  - iv. Proponents must provide evidence of municipal experience including familiarity with operations and associated risks as well as demonstrated comprehensive knowledge of legislation governing municipal operations.
  - v. Proponents must outline the Account Management team proposed to service the needs of the Municipality including the qualifications and functions of each team member. Include the locations of the proposed

servicing office and methods by which the Municipality will be able to interact with the proposed servicing office.

- vi. Proponents must provide a list of current municipal clients of similar size, exposures and scope of operations to the Municipality, as well as indicate how many municipalities it insures within the Province of Ontario. A list of three (3) references including contact names, email addresses and phone numbers must also be included. Please ensure that references anticipate a call from the Municipality.
- vii. Members of the Successful Proponent's Account Management team will be required to attend such meetings as called by the Municipality to discuss proposed services to be completed during the policy year, and shall provide such information as requested which will enhance the understanding of the Municipality concerning matters pertaining to insurance, claims and risk management.
  - a. A detailed outline of the services that the Proponent proposes to deliver to Municipality, including the expected outcome and benefits to Municipality. To be included here is a description of the proposed approach taken by the Proponent in providing the services, setting forth both a detailed description of the services to be provided, with specific references to the frequency of meetings with, and content of updates to, Municipality as well as the process followed in placing, where appropriate, insurance coverages, including the number of insurers approached and the timing of the process;
  - b. Describe your performance standards, with specific reference to the ability of the Proponent to adhere to those standards;
  - c. Discuss alternative pricing strategies for Municipality, with consideration of flat fee pricing, commission based pricing, commission based pricing with a cap or a combination of any of the above, indicating the criteria, if any, to which pricing would be tied;
  - d. Provide details of other services to be offered by the Proponent such as claims management, data tracking and trends analysis, comprehensive risk and claims management services, monitoring and reporting services, education and training, updates on best practices as well as proactive methodologies to reduce Municipality's risk exposure, together with the respective costs of such services;
  - e. Outline alternate approaches to respond to environmental liabilities coverage for Municipality's projects;
  - f. Address the feasibility, advantages and disadvantages of alternate structures for coverage;
  - g. Provide a description of how the financial strength of insurers is assessed when deciding to recommend them to a client. This

will include a discussion of whether and if so, how, the criteria used to assess insurers has changed because of the current economic climate, with specific references to the criteria now being employed and if the criteria have changed, a comparison of the current criteria to those previously used to evaluate insurers;

- h. Specify the relevant insurance coverages that the Proponent has in place with respect to the services to be provided, if successful, including limits and other relevant terms, with specific reference to the minimum insurance requirements set forth in Part E of this RFP;

Due to the expected variety of the responses the proposals for the provision of coverage will be evaluated separately from the responses offering broker services. The Municipality reserves the right to select any combination of broker and insurer except where the broker has indicated that they are exclusively representing an insurer for the purposes of responding to this RFP.

#### 4.2 Current Services

- a) The Municipality currently receives the following insurance services, many of which are provided by the local insurance broker and wishes to continue receiving these uninterrupted:
  - Prompt issuance of required Certificates of Insurance as requested.
  - A detailed premium breakdown by department and asset.
  - Same day advice on day to day concerns or clarification of coverage.
  - Advice on contractual issues and the impact on insurance.

#### 4.3 General Insurance Services

In order to qualify for consideration, the proponent must be able to provide the following services in a timely manner:

- a) Negotiate and/or write insurance coverage tailored to meet the Municipality's needs, as and when required, with the broadest terms and conditions available for premiums commensurate with the current state of the insurance market.
- b) All insurance coverage must be placed with financially stable insurers licensed to transact business in Ontario by either the Federal Government or the Province of Ontario. The most recent rating of the proposed insurers by the A. M. Best property-casualty report must be included in the proposal package. Proponents must indicate the process undertaken to assess and report on continued financial stability of the insurers providing coverage;
- c) Accurate production of relevant insurance documentation;
- d) Relevant, accurate information on the changing status of the insurance market, including the availability of coverage, terms, conditions and pricing;

- e) Attendance by account executive or other personnel, as required, for review of insurance coverage or risk issues;
- f) Assist, as required, in resolving claims-related issues with the insurer(s) or other insurance intermediary providing insurance services to the Municipality ;
- g) Prepare and deliver, at least 120 days prior to renewal, a report on:
  - i. changes in the insurance market pricing from the previous year with an explanation;
  - ii. suggested financial alternatives to present insurance coverage/deductible levels, etc.;
  - iii. proposed renewal strategy.
- h) Prepare and deliver, at least 60 days prior to renewal, a report on:
  - i. reasons for any changes in coverage proposed;
  - ii. changes in premium from the previous year with an explanation;
  - iii. suggested renewal placement, including a full explanation for the suggestion(s).

#### 4.4 Advisory Services

The Municipality is interested in receiving information on new and innovative ways to manage its risks and insurance requirements during the policy period.

Include an overview of the risk management services (including seminars, training and inspection services) that you provide to other similarly sized municipalities in the Province of Ontario and indicate specific examples and details of those provided within the past three (3) years.

Provide a detailed and specific plan for the risk management services that you propose for the Municipality within the first year of service, as well as within the following three years. Also indicate any other value-added services that will be available to the Municipality, if successful.

The Municipality also requires the Successful Proponent to provide asset evaluation services to satisfy the insurers and protect the blanket amount of insurance provided under the Property policy. Please specify exactly how you intend to carry out this requirement and whether or not this service is included in the annual premium quotation. If not, please advise what additional cost would be involved. The values listed in the Appendix 4 are estimates only and it is the responsibility of the Proponent to satisfy the Broker/Insurance Manager of their accuracy.

Information should be included in your Proposal clearly stating which services are included in the broker's fees included in the price quoted in the Proposal, and which are provided on a fee for service basis.

Services that may be required by the Municipality include:

- Development of annual underwriting submissions and marketing where required and placement of new insurance coverages when requested.
- Placement of recommended insurance program coverage.
- Proving policies within 30 days of entering into the insurance contract.
- Preparation, delivery and tracking of certificates of insurance.
- Delivery of certificates of insurance to the Municipality within 24 hours of request.
- Providing general insurance information and advice.
- Providing representation at Council if required.
- Providing updated information on insurance market conditions and issues of importance.
- Reviewing contracts, leases and agreements for compliance with insurance and indemnity clauses.
- Comprehensive policy reviews and recommendations for enhancement to existing coverage.
- Boiler and machinery inspections and provision of certificates of compliance.
- Claims assistance, support, service and review.
- Preparation of client service plan and stewardship report.
- Liability and property loss control services, including assessments and inspections.
- Assistance with designing self-audit tools.
- Assistance with designing in-house training and information programs.
- Attendance at or assistance to obtain “expert” presenter at in-house seminars.
- Assistance with review and development of contractual indemnification and insurance provisions.
- Environmental and Cyber Risk control services and analysis of environmental exposures.
- Please list, describe and cost any other additional services that the Proponent believes may be of benefit to the Municipality
- Please provide complete details of the services proposed and of the fees corresponding to each of the proposed services

#### 4.5 Claims Management Services

Describe in detail how claims for the Municipality will be handled. Provide an overview of the claims management program that your organization would use. Outline the claim/incident reporting procedure(s) that would be implemented to standardize this process in a multi-site operation.

State how the Proponent’s team will handle difficult or political claims and identify each party's involvement.

In particular, the Proponent should provide:

- The insurer's claims reporting guidelines.
- The insurer's policies with regard to working with the insured during the settlement process.
- The insurer's potential position in the event that the insured is absolutely opposed to settlement of a claim and the insurer wishes to settle.
- A proposed reporting schedule which may include a claims borderaux on a quarterly basis and an example of the information to be provided in the borderaux.
- A list of any other claims management services the Proponent may propose to provide.

Provide specific details on how the Proponent will assist the Municipality to manage its own claims within the deductible level.

Discuss in detail the Municipality's desire to choose its own adjusters and legal representatives and how claims investigation and settlement will be handled.

Provide details of and quantify all fees for claims management services not included in the premium quotation.

#### 4.6 Fee for Service (Optional)

- a) The Municipality offers proponents the choice to be compensated on a fee-for-service basis in lieu of commission. If your proposal includes any specific handling/administration fee, please indicate the method of determining the fee payable by the Municipality on FORM 2, Proposal Submission Form. Those proposals including a 'fee-for-service' shall clearly identify the services proposed and the accompanying fees in the space provided on the Proposal Submission Form.
- b) For services included in the annual premium, indicate that there is no additional cost on FORM 2, Proposal Submission Form. The proposed fee and/or premium will represent the only payment to be received by the supplier for services rendered, except for other additional services requested by the Municipality and mutually agreed upon in advance.
- c) Proposals will be evaluated on the basis of total premium cost and/or fees. Premiums should be quoted net of commissions if applicable.