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City of Temiskaming Shores
Request for Proposal
CS-RFP-004-2022
Municipal Insurance and Risk
Management

City of Temiskaming Shores
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

COVID-19 Statement

The health and safety of our residents, employees, visitors and service providers is our highest priority. By responding to this RFP, Proponents undertake to follow the provincial and/or municipal requirements (including physical distancing, use of personal protective equipment, etc.) that may prevail while performing within the scope of this Proposal.

1. Objective

The City of Temiskaming Shores is requesting written proposals from qualified firms to provide insurance brokerage. It is the intent of the City of Temiskaming Shores to enter into an agreement with a qualified broker to administer the City's Insurance and Risk Management Services.

2. Intent

The intent of this Request for Proposal is to secure insurance coverage through an independent broker or managing general agent and will enable the Municipality to secure support for its on-going risk management program. These services at a minimum include insurance policy placement, insurance policy administrative support, brokerage claim support services and review, fleet safety, exposure analysis, property loss control engineering, actuarial projections and risk cost forecasting.

3. Background

The City of Temiskaming Shores is seeking proposals from proponents interested in providing the City with the necessary insurance brokerage and risk management services for the period of three (3) years with two (2), one-year extensions.

4. Definitions

- a. **City:** means the Corporation of the City of Temiskaming Shores.
- b. **Proponent(s)/ Proponent(s):** means all persons, partnerships or corporations who respond to the RFP and includes their heirs, successors and permitted assigns.
- c. **Request for Proposal;** means this Request for Proposal (RFP) document including all schedules, parts and attachments, as issued by the City, including any addenda or amendments made to it after initial issue.
- d. **Successful Proponent/ Proponent:** means the Proponent/Proponent whose RFP submission is/are accepted to who has/have agreed to supply the goods and/or services, as outlined herein.

5. Submission

Submissions must be in a **.pdf format** and submitted electronically to:

tenders@temiskamingshores.ca

Subject Line: CS-RFP-004-2022 “Municipal Insurance and Risk Management”

Addressed to: Logan Belanger, Clerk

Proponents will receive an automatic email response to indicate that the submission has been received, and to contact the Municipal Clerk for submission opening details. Contact the Clerk at 705-672-3363 ext. 4136 or at clerk@temiskamingshores.ca, should the Proponent not receive an email from the tenders@temiskamingshores.ca email account.

The closing date for the submission of Proposals will be at **2:00 p.m. local time on Thursday, June 2, 2022**

- Late Proposals will not be accepted;
- Proposals by fax will not be accepted;
- Proposals by mail will not be accepted;
- Partial Proposals are not accepted;
- The City reserves the right to accept or reject any or all Proposals;
- The lowest priced Proposal will not necessarily be accepted;
- The City reserves the right to accept any Proposal it considers advantageous;
- The City recognizes that **“best value”** is the essential part of purchasing a product and/or service and therefore the City may prefer a Proposal with a higher price, if it offers greater value and better serves the City’s interests, as determined by the City, over a Proposal with a lower price. The lowest priced proposal will not necessarily be accepted and the City’s decision shall be final.
- The City reserves the right to request clarification or supplementary information concerning a Proposal from any Proponent;
- The City reserves the right to enter into negotiations with a Proponent and any changes to the Proposals that are acceptable to both parties will be binding;
- The City reserves the right to confirm with the Proponent, a third party or references (whether provided in the Proposal or not), confirmation of any information provided by the Proponent in their Proposal.
- The Proposals shall be valid for 60 (days) days from submission date.

The Form of Proposal must be signed in the space provided on the form, with the signature of the Proponent or responsible official of the firm bidding. If a joint Bid is submitted, it must be signed and addressed on behalf of both of the Proponents. Any alterations or cross-outs must be initialed in ink by the Proponent. Failure to do so may result in the rejection of the Proponent’s Proposal by the City.

Line items and total contract price must be clearly indicated. The Bid must not be restricted by a statement added to the Proposal form or by a covering letter, or by alterations to the Proposal form, as supplied by the City of Temiskaming Shores unless otherwise provided herein.

H.S.T. will be applicable to the supply of labour and equipment.

The City will not be held responsible for the Proponent's or third-party costs, claims, direct or indirect damages caused by the City exercising its rights reserved in this Section or otherwise expressed or implied in this RFP.

6. Questions

Any questions with respect to the specifications are to be directed to:

Shelly Zubyck

Director of Corporate Services

City of Temiskaming Shores

325 Farr Drive

Temiskaming Shores, ON P0J 1K0

Phone: (705) 672-3363 ext. 4107

Fax: (705) 672-3200

szubyck@temiskamingshores.ca

It will be the Proponent's responsibility to clarify any details in question not mentioned in this Proposal before presenting the submission. Questions relating to this proposal must be received by **Monday, May 27th, 2022, 2:00 p.m. local time.**

To ensure fairness to all Proponents, any and all questions that require clarification or that may materially alter this RFP document will be responded to and shared with other Proponents via an addendum, as described herein. Questions received after this date and time will not receive a response. Proponents are notified that any errors or omissions in the proposal may render the proposal invalid.

7. Period of Contract

The period of contract for the provision of Municipal Insurance and Risk Management Services will be for three (3) years from July 1, 2022 to June 30, 2025 with the option for two, one-year extensions in accordance to the following: The annual renewal shall be subject to:

- a) Changes in current work alignment and policy within the City.
- b) Satisfactory performance of the Proponent.
- c) Availability of funds.
- d) Successful negotiations and mutual agreement between the City and the Proponent.

8. Claims Adjuster

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

9. Coverage

Details of the Municipality's required coverage and deductibles are available by request.

The following highlights some of the key requirements:

Tax: All premiums shown shall be actual premiums, exclusive of Harmonized Sales Tax (HST), which shall be additional to premiums shown.

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 will require that original specimen wordings must accompany the proposal showing all Terms, Conditions and Exclusions. It is mandatory that deviations from the coverage requested be outlined in full in a separate section, marked "Deviations".

Claims Made: The Errors and Omissions Liability and the Environmental Liability policies are to be written on a claims made form.

Coverages: At any time of 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 City's current coverage, proponents must include a separate Program Options section to their submission outlining enhancements and costs associated.

Deductibles: Separate quotations shall be included for deductible options on \$5,000, \$10,000, \$25,000 and \$50,000.

10. Provisions and Specifications of Services

Please provide responses to the following in the order presented.

1. Brokers and Insurers must provide evidence of long-term strength and viability, flexibility to react to the changing insurance needs of the Municipality but have the ability to anticipate the Municipality's needs and respond with innovative solutions. Brokers must have access to appropriate insurance markets.
2. Please confirm your organization is licensed and in good standing to operate as an insurance broker in the Province of Ontario.
3. Brokers and insurers must provide evidence of municipal experience including your familiarity with operations and associated risks as well as demonstrated comprehensive knowledge of legislation governing municipal operations.
4. Outline the Account Management Team you propose to assemble 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.

5. Provide a list of current municipal clients of similar size, exposures and scope of operations to the City in your proposal. Please include a list of three (3) references including contact names, addresses and phone numbers.
6. Members of the Account Management Team will attend such meetings as are called to discuss their work and shall provide such information as requested which will enhance the understanding of the Municipality concerning matters pertaining to insurance and Risk Management Services.

11. Risk Management Services

The Municipality is interested in receiving risk management services. Include in your response details regarding the following: (provide a response for each point, or indicate “not available”):

1. A profile for each member of your risk management team and their municipal expertise
2. Outline your experience providing their following to municipalities:
 - a. Presentations
 - b. Risk inspection services including evaluations
 - c. Contract reviews
 - d. Describe any other risk management services you are currently providing to municipalities. Indicate any advisory services which are included in the premium, and those which are provided on a fee for service basis.

12. Claims Management Services

Include in your response details regarding the following: (provide a response for each point, or indicate “not available”):

1. Describe in detail how claims for the Municipality will be handled.
2. Provide an overview of the Claims Management Plan that your organization would use. Outline the claims handling procedure that would be implemented to standardize this process in a multisite operation.
3. Discuss the use of adjusters, legal representatives, the handling of sensitive claims and education. Advise if there is a dedicated claims management team and briefly describe their experience.

(The City reserves the right to appoint an independent adjuster to handle any or all of their claims.)

4. Is direct access to the claims team available?

5. Do you utilize a Third-Party Claims Administrator? If yes, identify the firm used and if they have claims settling authority.
6. Indicate any advisory services which are included in the premium, and those which are provided on a fee for service basis.

12. Coverage Specifications

Coverage requirements for policies are outlined on the following pages:

- Municipal Liability Insurance
 - Errors and Omissions Liability Insurance
 - Non-Owned Automobile Insurance
 - Environmental Liability Insurance
 - Crime Insurance
 - Board Members' Accident Insurance
 - Volunteers Accident Insurance
 - Firefighters Accident Insurance
 - Conflict of Interest Insurance
 - Legal Expense Insurance
 - Cyber Insurance
 - Property Insurance
 - Equipment Breakdown Insurance
 - Automobile Fleet Insurance Limits may be a combination of Primary and Excess coverage
- Please refer to insurance contract for all limits, terms, conditions and exclusions that apply.

13. Proposal Evaluation Criteria

An evaluation team consisting of key municipal staff will conduct the evaluation of proposals as well as in person interviews and presentations.

The City reserves the right in its evaluation of the proposal to consider all pertinent criteria whether or not such criteria are contained in the Request for Proposals.

1. Coverage and Completeness of Submission 30%

Responsiveness to the Request for Proposal requirements as demonstrated by the proponent's ability to provide all of the coverages specified, and other innovative coverage solutions as well as all other details requested in this proposal document. The proposal will be awarded to one firm only.

2. Experience, Financial Stability and References 10%

Demonstrated participation in public sector issues, trends and legislation.

- The Proponent's experience in providing insurance to municipalities.
- References Submitted

- The Insurers' financial strength and long-term viability, including financial statements of Insurers, and duration of participation on Public Entity risks.

3. Services Offered 30%

Risk Management Services:

- Property inspections, asset valuations
- Risk hazard assessments, including cyber assessments and road reviews
- Contract reviews and consultation
- Provision of ongoing training and seminars
- Policy and procedural audits
- Access to on-line reference library of Risk Management resources
- Ability to provide innovative programs for weather monitoring and other risk reducing techniques
- Dedicated team experienced in providing Risk Management and Inspection Services For each service, indicate any additional costs required.

Claims Management Services:

- Canadian in-house provision of claims services with authority to settle most municipal claims
- Use of local adjusters and legal resources with access to subject matter legal expertise
- On-line access to claim status and activity
- Provision of periodic claim summaries Indicate any additional cost required for these services.

4. Price 30%

14. Goods, Materials and Equipment Suitable for Use

The Proponent warrants that any goods, materials, articles or equipment to be supplied under or pursuant to any official order or Agreement based on this RFP, that is or are to be made or used for a particular purpose, will be fit and suitable for that purpose.

The Successful Proponent may be required to provide written documentation that all materials or equipment offered in a Proponent's Proposal meet all applicable Municipal, Provincial and Federal Government standards, legislation and laws.

15. Amendments

The City at its discretion reserves the right to revise this RFP up to the final date for the deadline for receipt of proposals. The City will issue changes to the RFP Documents by addendum only. No other statement, whether oral or written, made by the City will amend the RFP Documents. The City will make every effort to issue all addenda no later than the seventh (7th) day prior to the closing

date. If an addendum is issued within seven days of the closing date, the bid submission date will be moved accordingly.

The Proponent shall not rely on any information or instructions from the City or a City representative except the RFP Documents, and any addenda issued pursuant to this Section.

The Proponent is solely responsible to ensure that it has received all addenda issued by the City. The Proponent shall acknowledge receipt of all addenda on the Form of Proposal. Failure to complete the acknowledgement may result in rejection of the proposal.

The City makes no promise or guarantee that addenda will be delivered by any means to any Proponent. By submitting a proposal submission in response to this RFP, the Proponent acknowledges and agrees that the addenda shall be posted on www.temiskamingshores.ca and it is the sole responsibility of the proponent to check this web site for said addenda. The City reserves the right to withdraw or cancel this Request for Proposal without notice.

16. Proposal Withdrawal or Amendment

Proponents may amend or withdraw their proposal, provided such withdrawal or amendment is received prior to the closing deadline. A Proponent who has already submitted a Proposal may submit a further Proposal at any time up to the official closing time; the last Proposal received shall supersede and invalidate all Proposals previously submitted by the Proponent for this RFP. A bid may be withdrawn at any time up to the official closing time by letter on original letterhead bearing the same signature as in the bid submission.

17. Right to Accept or Reject Submissions

The City does not bind itself to accept any proposal and may proceed as it, in its sole discretion, determines, following receipt of the proposals. The City reserves the right to accept any proposal in whole or in part or to discuss with any respondent different or additional terms to those envisaged in this RFP or in such respondent's proposal.

The City reserves the right to:

1. accept or reject any or all of the proposals;
2. if only one proposal is received, elect to reject it;
3. reject as informal any proposal that is received late or is incomplete or otherwise fails to comply with the requirements of the RFP;
4. elect not to proceed with the projects as it so determines in its sole and absolute discretion; and/ or
5. to waive irregularities and formalities at its sole and absolute discretion.

18. Solicitation

If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to any Mayor, Councillor, officer or employee of the City with respect to the RFP, whether before or after submission of the proposal, the City shall be entitled to reject or not accept the RFP submission.

19. Subcontracting

The Proponent acknowledges that in any potential agreement with the City, no subcontracting or assignment of rights and obligations of the Proponent will be permitted without the written consent of the City, which consent shall not be unreasonably withheld. At all times throughout the term of a potential agreement, including any renewals, the City shall communicate and respond directly with the Proponent.

20. Independent Contractor Status of Proponent; Declaration of Conflicts

The Successful Proponent shall enter into an Agreement for services to be rendered to the City as an Independent Contractor. Such Agreement is not intended to create a joint venture, partnership or employee/employer relationship.

Neither the Proponent nor any of its personnel are engaged as an employee, servant or agent of the City. Any potential conflicts of interest in which a Proponent may have with the City or any employee of the City will be identified and described in detail in the proposal of each proponent (Conflict of Interest Declaration).

21. Insurance (from the Successful Proponent only)

The successful Proponent shall, at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain, maintain and provide evidence of until the termination of the Agreement or otherwise stated, the following:

Commercial General Liability

The Successful Proponent shall maintain and pay for Comprehensive General Liability Insurance with coverage limits of no less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use.

Automobile Liability Insurance (If Applicable)

The Successful Proponent shall maintain and pay for Automobile Liability Insurance with coverage limits of no less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and damage to property, in respect to licensed vehicles owned or leased by the Successful Proponent.

The policies shall include the City as an additional insured, and containing a cross liability clause.

All insurance policies referenced in this Section shall be maintained in good standing throughout the duration of the Agreement, and cannot be cancelled or permitted to lapse unless the insurer notifies the City in writing at least 30 days prior to the effective date of cancellation or expiry. The City reserves the right to request such higher limits of insurance or other types of policies appropriate to the work as the City may reasonably require.

22. AODA Compliance

The Proponent shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations thereunder with regard to the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005, the Proponent shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities. The Proponent acknowledges that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the City of Temiskaming Shores must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

23. Freedom of Information

Upon submission, all proposals become the property of the City and will not be returned to the proponents. Proponents must be aware that the City is a public body subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act. The City may, at any time, make public the names and bid prices of all respondents. Proposals will be held in confidence by the City, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, or unless otherwise required by law.

Any proprietary or confidential information contained in the proposal should be clearly identified.

24. Nature of Request for Proposal

This RFP does not constitute an offer of any nature or kind whatsoever by the City to the Proponent.

25. Preparation of Proposals

All costs and expenses incurred by the Proponent relating to its Proposal will be borne by the Proponent. The City not liable to pay for such costs and expenses, or to reimburse or to compensate the Proponent in any manner whatsoever for such costs and expenses under any circumstances, including the rejection of any or all proposals or the cancellation of this RFP.

26. Finalizing Terms

This RFP will not constitute a binding agreement, but will only form the basis for the finalization of the terms upon which the City and the Successful Proponent will enter into the contract documentation, and does not mean that the Successful Proponent's proposal is necessarily totally acceptable in the form submitted. After the selection of the Successful Proponent's proposal, the City has the right to negotiate with the Successful Proponent and, as part of that process, to negotiate changes, amendments or modifications to the Successful Proponent's proposal without offering the other proponents, the right to amend their proposals.

27. Commitment to Negotiate

The Successful Proponent shall execute any documentation, drafted in accordance with the terms of the Successful Proponent's proposal and any subsequent negotiations, within thirty (30) days of the date of notification of the Successful Proponent's selection.

Proponents not initially selected as the Successful Proponent hereby commit themselves, subject to notification by the City to execute documentation as aforesaid up to sixty (60) days following the date of submission of their proposals.

28. Agreement

A written agreement, prepared by the City shall be executed by the City and the Successful Proponent if the terms are mutually agreeable to all Parties. There is no guarantee that City Council will enter into any Agreement.

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

29. Performance

Any undue delays in the execution of the work and/or costs incurred by the City due to inefficiencies in performance on behalf of the Successful Proponent shall be deemed to be the responsibility of that Proponent and as such, any and all costs, as deemed appropriate and reasonable compensation for the City, will be assessed to the Successful Proponent.

30. Errors & Omissions

It is understood, acknowledged and agreed that while this Proposal includes specific requirements and specifications, and while the City has used considerable efforts to ensure an accurate representation of information in this proposal, the information is not guaranteed by the City to be comprehensive or exhaustive. Nothing in the proposal is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in the proposal. There will be no consideration of any claim, after submission of proposals, that there is a misunderstanding with respect to the conditions imposed by the Proposal and/or Agreement.

City of Temiskaming Shores
CS-RFP-004-2022
Municipal Insurance and Risk Management
Form of Proposal

Proponent's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I,

(Registered Company Name/Individuals Name)

Of,

(Registered Address and Postal Code)

Phone Number: _____ Email: _____

Municipal Insurance and Risk Management Services for the Corporation of the City of Temiskaming Shores as required in accordance to the proposal for a price of (must be CDN funds and without HST):

Price: \$ _____

Acknowledgement of Addenda

I/We have received and allowed for ADDENDA NUMBER _____ in preparing my/our proposal.

Proponent's Authorized
Official:

Title:

Signature:

Date:

Form 1 to be submitted.

City of Temiskaming Shores
CS-RFP-004-2022
Municipal Insurance and Risk Management
Non-Collusion Affidavit

I/ We _____ the undersigned am fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the Proponent nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Proponent, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proponent, firm or person to fix the price or prices in the attached bid or of any other Proponent, or to fix any overhead, profit or cost element of the bid price or the price of any Proponent, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices proposed in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proponent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at: _____ this _____ day of _____, 2022.

Proponent's Authorized
Official: _____

Title: _____

Signature: _____

Date: _____

Form 2 to be submitted.

City of Temiskaming Shores
CS-RFP-004-2022
Municipal Insurance and Risk Management
Conflict of Interest Declaration

Please check appropriate response:

☐ I/We hereby confirm that there is not nor was there any actual perceived conflict of interest in our Proposal submission or performing/providing the Goods/Services required by the Agreement.

☐ The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's Proposal submission or the contractual obligations under the Agreement.

List Situations:

| |
|--|
| |
| |
| |
| |

In making this Proposal submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the RFP process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at: _____ this _____ day of _____, 2022.

Signature: _____

Proponent's Authorized
Official: _____

Title: _____

Company Name: _____

Form 3 to be submitted.

**City of Temiskaming Shores
CS-RFP-004-2022
Municipal Insurance and Risk Management**

**Accessibility for Ontarians with Disabilities Act, 2005 Compliance
Agreement**

I/We, by our signature below, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*. If requested, we are able to provide written proof that all employees have been trained as required under the act.

This regulation establishes accessibility standards for customer service as it applies to every designated public sector organization and to every person or organization that provides goods or services to members of the public or other third parties and that have at least one employee in Ontario.

Name: _____ Company Name: _____

Phone Number: _____ Email: _____

I, _____, declare that I, or my company, are in **full compliance** with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005.

OR

I, _____, declare that I, or my company, are **NOT** in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the Accessibility for Ontarians with Disabilities Act, 2005, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, please visit: <https://www.ontario.ca/page/how-train-your-staff-accessibility>.

Form 4 to be submitted.