



**REQUEST FOR PROPOSAL  
CL 2013-03**

**Municipal Insurance Carrier and Local Broker Services**

The Town of Minto is requesting proposal submissions from qualified and experienced Municipal Insurance Carrier and Local Broker Services.

Proposals should be received by 2:00 p.m., Wednesday January 15<sup>th</sup>, 2014  
All proposals are to be submitted (**3 copies required**) in a sealed package marked

**“CL 2013-03” Municipal Insurance and Local Broker Services**  
Delivered to:

**Town of Minto  
Bill White, CAO/Clerk  
5941 Hwy 89  
Harriston, ON NOG 1Z0**

If Proposals arrive after this deadline, the Town reserves the right, entirely at its discretion, to give or not give such Proposals consideration.

Should a contract result from this RFP the name(s) of the successful Proponent(s) will be available to anyone upon request. All submissions become the property of the Town of Minto and are subject to the Freedom of Information and Privacy Legislation.

There will be no public opening for this Request for Proposal. Any award of the proposal is subject to approval of the Town of Minto Council.

## **1. BACKGROUND**

The Town of Minto (also hereinafter referred to as the “Town”) was created on January 1, 1999, by order of the Provincial government. The municipality is composed of the former towns of Harriston and Palmerston, the former village of Clifford, and the surrounding rural area of the former Minto Township.

Minto is located in the north-western boundary of Wellington County and encompasses 300.37 square kilometers or approximately 115.97 square miles. The Town of Minto is situated between major centres of southern Ontario and popular recreational areas along the eastern shore of Lake Huron and southern Georgian Bay. Within the Town limits there are 243 km of roads of which 56km are gravel, 105km are Low Class Bituminous and 82km are High Class Bituminous.

Within the urban areas of the Town there are a total of three recreation centres, numerous parks, three waste water treatment facilities, four water treatment plants, a municipally run theatre and numerous other facilities owned by the Town. The Town has in excess of \$75 million of property and equipment with the net book value of tangible capital assets set at about \$65 million.

The Town seeks comprehensive insurance coverage related to its property, licensed and unlicensed vehicles, municipal liabilities, errors and omissions related to its operations, and various protections for some forty five plus employees and seven members of Council.

The intent of this RFP is to conduct a competitive process that will lead to the award of Municipal Insurance Carrier and Local Broker Services together with policies of insurance.

## **2. SUBMISSIONS**

Proposals (3 copies) submitted together with all relevant policy wordings (hard copy or electronic format) are to be submitted in envelopes clearly marked as to contents, and will be received at the

Town of Minto Administration Office  
5941 Highway 89  
Harriston, On NOG 1Z0, until 2:00 p.m., local time on:  
Wednesday, January 15th, 2014

## **3. SCOPE OF WORK**

The Town is in the process of developing its Municipal Asset Management Plans in accordance with Provincial requirements. Information on the Town’s tangible capital assets can be provided to candidates. The Schedules to this RFP provide a list of properties, facilities and vehicles that are subject to coverage, although the list is fluctuating somewhat over time as assets are replaced, sold or purchased. However, it is anticipated that property will be insured on a blanket basis of property of every description.

Municipal carriers are to include in their proposal the cost and expertise of a local broker with offices within the Town of Minto or in close proximity thereto for ease of communication and business processes.

It is imperative that the Proponent must be able to provide all coverages as listed and detailed in Schedule A.

All submissions shall include full premium costs, fees and related tax for an annual period.

The Proponent is responsible for satisfying itself as to all the properties, assets and risks being assumed herein. While the Town has attempted to provide basic information, the Town will not be liable for any omissions in such information

The Proponents are expected to identify and indicate specific areas where their proposed coverage exceeds or falls below the current coverage program as defined by Schedule A.

Additionally, the expected services are to include, but are not limited to:

- a) Identifying coverage requirements upon renewal and as required from time to time during the year;
- b) Providing professional advice on management of risk for all municipal insurance needs;
- c) Participation by an account executive and/or other personnel as required to review coverage, update status of claims, explain policy wordings when required, and offer advice and commentary on related risk management issues;
- d) Production of timely and accurate insurance documentation (policies, binders, etc.);
- e) Maintaining records, issuing and delivering certificates of insurance for municipal vehicles and property as required, evidence of liability coverage and certificates reflecting indemnity agreements, and for other purposes;
- f) Placement of coverage with financially stable insurers (as evidenced by their AM Best rating, or other such recognized standard) licensed to transact business in the Province of Ontario;
- g) Premium breakdown by Town department to the satisfaction of the Town within 30 days of agreement being entered into;
- h) Preparation of a report, to be delivered at a minimum 45 days prior to the annual policies' expiry date, that includes:
  - additions and deletions to policy;
  - a detailed claims schedule including reserves of outstanding claims;
  - the renewal premium with details and explanations for any changes in pricing, coverage, terms and conditions and breakdowns, as required for municipal budgeting;
  - proposed renewal strategy and any recommended changes to policies, terms and conditions;
- i) Risk Management services related to property inspections, suggested values, liability hazards reviews and loss control seminars where and when appropriate.

#### **4. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

The Town is bound by the provisions of *the Freedom of Information and Protection of Privacy Act* (MFIPPA). The documentation comprising any Proposal submitted in response to the RFP, including any correspondence and documentation provided to the Town by any Proponent shall become the property of the Town once received and shall be subject to the MFIPPA.

#### **5. CONFIDENTIALITY**

The Proponent and all parties represented by the Proponent (including but not limited to insurers, brokers, risk managers, underwriters) shall treat as confidential all information of any kind, and particularly claims information, which is provided by the Town for the purposes of this RFP. Such information shall not be passed to any other party, shall not be used for

any other purpose, and shall be held in strict confidence by the Proponent and all parties that the Proponent entrusts with such information.

All information arising from the RFP that is provided to Proponents or potential Proponents remains the property of the Town, and as such can be used for no other purpose than to respond to the RFP.

All intellectual property and rights developed/associated in response to this RFP will become property of the Town.

The local and other broker(s) and insurer(s) shall indemnify and hold harmless the Town and its respective officers, directors, agents and employees, consultants from and against claims, demands, losses, costs, damages, actions, suits or proceedings related to this RFP.

Each Proponent's name at a minimum shall be made public. Proposals may be made available to members of Council provided that requests have been made in accordance with the Town's procedure and may be released to members of the public pursuant to MFIPPA.

## **6. QUALIFICATIONS**

The successful Municipal Insurance Carrier will provide all professionally qualified personnel as well as all support staff and resources necessary to effectively practice in Ontario.

Brokers assigned to service the account must demonstrate necessary licensing by the Registered Insurance Brokers of Ontario by enclosing a copy of said license. In addition, the broker must carry Brokers' Errors and Omissions Insurance in the amount of \$2,000,000, such coverage to be evidenced by a certificate of insurance.

Proposals will not be considered that permit the Insurers or program the ability to charge retro-assessment premiums.

## **7. COMPLETION DATE**

The award of the proposal will be completed by March 1<sup>st</sup>, 2014 so that there are no lapses in coverage for the Town. The coverage will be approved for a three year term with the Town's option to renew for an additional three years.

## **8. AGREEMENT**

Prior to proceeding with the work required by this proposal, the successful firm(s) shall be required to enter into an agreement with the Town to stipulate mutually agreeable terms for completing required work.

It is also understood and agreed that the Town can terminate any policy(ies) as provided by the policy conditions. In addition to policy cancellation, the Town reserves the right to terminate the relationship with any or all brokers, program brokers or administrators, or other carriers by providing 30 days written notice.

## **9. FUNDING AND APPROVAL**

Proponents accept that award of any of the work outlined herein is subject to approval by Town of Minto Council for the activities described in any proposed or potential agreements.

## 10. EVALUATION

A Selection Committee will review proposals, and may choose to conduct interviews of short listed firms (if necessary) to assist in making a recommendation to Council, as to which, Firm(s) is to be retained. The following matters will be considered in assessing proposals:

- a) Qualifications, demonstrated ability, experience and expertise of the insurance carriers and local broker, and identified team members;
- b) Cost and comprehensiveness of coverage as well as deductibles;
- c) Coverages exceeding or falling below current insurance program standards;
- d) Evidence of expertise in provision of municipal insurance and local brokerage services;
- e) Stated standards governing response in communication to requests by the Minto staff and/or Council as may be required;
- f) References from other organizations that the Firm has provided similar services to in the past including contact information;
- g) Financial stability ratings of insurers used in the program;
- h) Additional services or products beneficial to the Town;

Proposals will be evaluated using a best value approach considering both merit and price. The Selection Committee will score the Proposals on the basis of the components of the following evaluation table:

<b>Stage 1 – Mandatory Requirements</b>	
Compliant Mandatory and Submission Requirements	Pass/Fail

<b>Stage 2 – Proposal Merits</b>	
<b>40 points</b>	
Team and structure (local broker and insurers)	10 points
Relevant experience & qualifications of key dedicated personnel	
References	
Financial stability ratings of insurers providing the insurance program	10 points
Coverages exceed current insurance program	10 points
Approach to the provision of Services	10 points
Services available	
Additional services or products beneficial to the Town	
<b>Stage 3 – Financial</b>	
<b>60 points</b>	
Total Price:	
scores for the cost criterion will be calculated as follows:	
the lowest cost Proposal receives 60 points;	
the remaining Proposals are assigned points based on the formula:	
lowest cost proposal / Proponent's proposal cost X 60 = points assigned	
<b>Total Available Points</b>	<b>100</b>

### **11.. LAW**

This Proposal call and any award that may develop as a result of this Proposal call shall be governed by and construed in accordance with the laws of the Province of Ontario.

### **12.COUNCIL APPROVAL**

The awarding of a contract is subject to approval by the Town of Minto Council to the successful Proponent. Minto reserves the right to cancel this Request for Proposals should Council approval not be received.

### **13.INQUIRIES**

For further information regarding this proposal or detailed technical insurance matters and coverage:

**Randy Bushey**

Phone: 705-471-1711 or email [randy@bushey.ca](mailto:randy@bushey.ca)

For requests for information related to Town facilities and operations

**Bill White, CAO/Clerk**

Phone: 519-338-2511 ext 222 or email [bwhite@town.minto.on.ca](mailto:bwhite@town.minto.on.ca)

However, no conversation or email response will affect or modify the terms of this RFP, unless explicitly stated.

### **14.OBLIGATION TO AWARD**

Publication of this Request for Proposal and the resultant receipt of any submission do not imply a reciprocal obligation on the part of the Town of Minto to award the work to any of the proponents.

The Town of Minto reserves the right to cancel this Request for Proposal for any reason without any liability to any proponent, or to waive irregularities at their own discretion.

Proposals shall be irrevocable until the Town of Minto awards this Contract, or cancels this Request for Proposal, whichever first occurs.

The Town of Minto reserves the right to reject any or all Proposals, to negotiate with any firm submitting a proposal and to accept the proposal deemed most favourable in the interests of the Town of Minto. The lowest or any Proposal may not necessarily be accepted. The Town of Minto or its agents will not accept any responsibility for costs or expenses incurred by the Proponent in preparing the Proposal.

### **15.SCHEDULE OF DOCUMENTS**

The following is a list of documents issued with, and forming part of, this RFP:

**SCHEDULE A** – lists of coverages required (currently carried).

**SCHEDULE B** - list of property locations, buildings, contents, other assets, unlicensed equipment., and list of automobiles

**SCHEDULE C** – 5 year claims summary.

**16.PROCESS**

The Town shall have the right to negotiate on such matters as it chooses with the Preferred Proponent without obligation to communicate, negotiate, or review similar amendments with other Proponents. The Town shall incur no liability to any other Proponent as a result of such negotiation or resulting changes.

It is also the Town’s sole prerogative to refine or amend terms during negotiations, if such is of advantage to the Town.