



The Corporation of The City of London

REQUEST FOR PROPOSAL 15-21 GENERAL INSURANCE PROGRAM

Proposal submissions must be received by Purchasing and Supply in a sealed envelope or package clearly marked with the Name and Address of the Proponent, Title of File and File Number. Completed proposal submissions can be **Mailed** to Purchasing and Supply, P.O. BOX 5035, London, Ontario N6A 4L9 or **Hand Delivered** (In Person or by Courier) to Purchasing & Supply, 267 Dundas Street, 4TH Floor. London, Ontario N6A 1H2. Proponents are solely responsible for ensuring proposal submissions are received by Purchasing & Supply prior to the Closing Date and Time. **FAILURE TO SUBMIT THE PROPOSAL SUBMISSION AS REQUESTED WILL RESULT IN THE PROPOSAL SUBMISSION BEING REJECTED.**

Request for Proposal documents are available for download from <u>Biddingo</u> or pick-up at the City of London's Purchasing and Supply office. Only proposal submissions received from Proponents who have obtained the documents directly from Biddingo or the City of London's Purchasing and Supply office will be considered for this Request for Proposal. Proponents who have not obtained their Request for Proposal documents through either of these two acceptable methods shall have their proposal submission rejected.



The Corporation of the City of London

Purchasing and Supply P.O. Box 5035 London, Ontario N6A 4L9 City of London

Proposal Checklist

| 1. | Have you complied with the "Submission Instructions", Section 7.0? |
|----|------------------------------------------------------------------------------------------------------------------------------------------|
| 2. | Have you complied with the "Mandatory Requirements", Section 10.3? |
| 3. | Have you acknowledged the number of addenda issued in the appropriate space provided in section 12.8 of the Form of Proposa? |
| | FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA ON THE FORM OF PROPOSAL WILL RESULT IN YOUR PROPOSAL SUBMISSION BEING REJECTED. |
| 4. | Have you purchased the Bid Documents at the City of London's Purchasing and Supply Office (hard copy) or from Biddingo (electronic copy) |
| 5. | Form of Proposal – Original Signature in Ink, Section 12.0 |
| | FAILURE TO DO SO SHALL RESULT IN THE PROPOSAL SUBMISSION BEING REJECTED. |
| 6. | Have you included the USB flash drive, CD or DVD? |
| | |

Document Fees

Original Hard Copy – Cost is \$50.00 – Cheque made payable to the "City Treasurer".

- i) Upon request, the City will mail out a hard copy of the original document, including drawings (if applicable).
- ii) Notify Proponent who was awarded the contract.

PROPONENTS PLEASE READ GENERAL CONDITIONS, INSTRUCTIONS & INFORMATION FOR PROPONENTS

1. DEFINITIONS PERTAINING TO THE CONDITIONS, INSTRUCTIONS & INFORMATION LISTED BELOW

Request for bids: is used in place of request for tender, quote, proposal, and information in the appropriate context; Proponent: a person, corporation or other entity that responds, or intends to respond to a request for bids; Successful Proponent: a person, corporation or other entity that is awarded the contract or purchase order resulting from a request for bids.

2. WARRANTIES FOR USAGE

Whenever requests for bids are issued, seeking a source of supply for materials or services, the quantities or usage shown are estimated ONLY unless otherwise stated. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for Proponent's information ONLY and will be used for tabulation and presentation of bid prices and the City reserves the right to increase or decrease quantities as required.

3. BRAND NAMES

If and wherever in the specification a brand name, make, name of any manufacturer, trade name or vendor catalogue number is mentioned, it is for the purpose of establishing a grade or quality of material only, unless specified otherwise. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR APPROVED EQUAL" may be added. However, if a product other than the specified is bid, it is the Proponent's responsibility to name such product within the submitted document and to prove to the City that said product is equal to the specifications and to submit brochures, samples and/or specifications in detail on item(s) bid. The City shall be the judge concerning the merits of bids submitted.

4. SAMPLES AND DEMONSTRATIONS

Evidence in the form of samples may be requested. Such samples are to be furnished after the date of request for bids opening, only upon request of the City, unless otherwise stated in the document. If samples are requested, samples must be received by the City no later than seven (7) days after formal request is made. When required, the City may request full demonstrations of any unit/s bid prior to the award of any contract. Samples, when requested, must be furnished free of expense to the City and, if not used in testing, or destroyed, will, upon request within thirty (30) days of award, be returned at the Proponent's expense. Samples are not to be mailed with bid submission, but must be mailed under separate cover, addressed to Purchasing & Supply, 267 Dundas Street, 4th floor, or P.O. Box 5035, London, Ontario N6A 4L9.

QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this request for bids shall be new. The items must be new, the latest model, of the best quality and highest grade workmanship.

6. ACCEPTANCE OF MATERIAL

The material delivered under this request for bids shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein and be fully in accord with the specifications and of the highest quality. In the event the material and/or service supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.

7. VARIATIONS TO SPECIFICATIONS

For purposes of evaluation, Proponents MUST indicate any variances from our specifications, terms and/or conditions, no matter how slight. If variations are not stated or referenced in the space provided on the Form of Tender / Quotation / Proposal, it will be assumed the product or service fully complies with the City's specifications, terms and conditions.

8. <u>DELIVERY</u>

Time will be of the essence for any orders placed as a result of this requests for bids. The City reserves the right to cancel such orders, or any part thereof, without obligations if delivery is not made at the time(s) specified.

9. DEFAULT PROVISION

In cases of default by the Successful Proponent, the City may take such action as it deems appropriate, including the procurement of the articles or services from other sources and holding the Successful Proponent responsible for any excess costs occasioned or incurred thereby.

10. COPYRIGHTS OR PATENT RIGHTS

The Proponent warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

11. SAFETY STANDARDS

The Proponent warrants that the product supplied to the City conforms in all respects to the standards set forth by Federal and Provincial agencies and failure to comply with this condition will be considered a breach of contract.

12. MANUFACTURER'S CERTIFICATION

The City reserves the right to request from the Proponent separate manufacturer's certification of all statements made in the bid document.

PROPONENTS PLEASE READ GENERAL CONDITIONS, INSTRUCTIONS & INFORMATION FOR PROPONETS

13. SIGNED BID TO BE CONSIDERED AN OFFER

The submission of an originally signed bid document to the City shall be deemed to constitute an "Offer" which may be accepted, at the option of the City by:

- a) written acknowledgement of acceptance; and or
- b) the issuance of a "purchase order".

And upon such acceptance the terms, conditions and specifications herein set forth shall be confirmed and binding upon the City and the Proponent. Upon acceptance of the bid, both parties hereto agree to do everything necessary to ensure that the terms of this agreement take effect.

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect his right thereafter to enforce such provision or to seek damages for the breach thereof. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform his undertakings hereunder when such delay or failure is due to fires, strikes, floods, Acts of God or the Queen's enemies, lawful acts of public authorities or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.

14. ORAL INSTRUCTIONS OR SUGGESTIONS

The City will assume no responsibility for oral instruction or suggestions. All official correspondence in regard to the specifications should be directed to and will be issued by the Manager of Purchasing & Supply.

15. DISCREPANCIES AND OMISSIONS

Should the Proponent find discrepancies in, or omissions from the specifications, or should he be in doubt as to their meaning, he shall notify the Manager - Purchasing & Supply who may, if necessary, issue Addenda through <u>Biddingo</u>

16. SPECIFICATIONS

No Successful Proponent is relieved from supplying all components necessary to render the material(s) and/or service(s) fit for the use specified in the governing documents merely because detailed specifications on the various components are not set out in the documents.

17. RESERVATIONS FOR REJECTION AND AWARD

The City reserves the right to accept or reject any or all bids or parts of bids, to waive irregularities and technicalities and to request rebids on the required material(s). It further reserves the right to award the contract on split-order basis, lump sum or individual item basis or such combination as shall best serve the interests of the City in the opinion of the Manager - Purchasing & Supply and the applicable Department, unless otherwise stated. The City also reserves the right to waive minor variations to specifications (interpretation of minor variances will be made by the applicable Department personnel).

18. BID ATTACHMENTS

A response to a request for bids which has attached a condition of sale or any other attachment which alters the specifications, conditions or terms, or makes it subordinate, may be cause for rejection.

19. ADDITIONAL GENERAL CONDITIONS

Instructions to Proponents and Information for Proponents dealing with the specific requirements of this request for bids are included in the attached request for bid documents.

20. SUCCESSORS AND ASSIGNS

The contract shall apply to and be binding on the parties hereto and their successors, administrators, executors and assigns and each of them.

21. SUB-CONTRACTS

The Successful Proponent shall not, without the written consent of the City, make any assignment or sub-contract for the provision of any goods or services hereby bid on.

22. WARRANTY

In supplement of, and not by way of substitution for the terms and conditions or any warranty stipulated or implied by law and notwithstanding prior acceptance by the City, the Successful Proponent will at any time within 3 months of delivery thereof, and at their expense replace any goods which are or become defective as a result of faulty or inefficient manufacture, materials or workmanship.

23. **LAWS**

It is agreed that the goods and services supplied shall comply with all Federal laws and other Province of Ontario laws applying thereto.



The Corporation of the City of London

Request for Proposal 15-21 General Insurance Program

| 1.1 Insurance Protection 1.2 Other Insurance and Risk Services 2.0 Background 2.1 City Background 2.2 Risk Management Background 2.3 Claims Handling 3.0 Scope of Work 3.1 Insurance Services 3.2 Risk Identification / Management 3.3 Proponents Qualifications and Duties 4.0 RFP Schedule 5.0 Information for Proponents 6.0 Facilities Inspections 7.1 Closing Date and Time 7.2 Late Submissions | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 2.1 City Background | 1 |
| 2.2 Risk Management Background 2.3 Claims Handling 3.0 Scope of Work | 24577 |
| 3.1 Insurance Services 3.2 Risk Identification / Management 3.3 Proponents Qualifications and Duties 4.0 RFP Schedule 5.0 Information for Proponents 6.0 Facilities Inspections 7.1 Closing Date and Time | 4 5 7 8 |
| 3.2 Risk Identification / Management 3.3 Proponents Qualifications and Duties 4.0 RFP Schedule 5.0 Information for Proponents 6.0 Facilities Inspections 7.1 Closing Date and Time | 5 7 7 8 |
| 5.0 Information for Proponents | 7 8 8 |
| Facilities Inspections Submission Instructions Closing Date and Time | 8 8 |
| 7.0 Submission Instructions | 8 |
| 7.1 Closing Date and Time | |
| | |
| 7.3 Period of Acceptance | |
| 8.0 Requirements at Time of Execution | 10 |
| 8.1 Insurance | 11 |
| 9.0 Terms and Conditions | 11 |
| 9.1 Contract Period 9.2 Renewal 9.3 Fee for Service 9.4 Taxes 9.5 Payment Schedule 9.7 Cancellation 9.8 Police Records Check and Vulnerable Position Screening 9.9 Declaration of Conflict of Interest 9.10 Code of Conduct 9.11 Designated Substances Including Asbestos Requirements 9.12 Assignment 9.13 Non-disclosure 9.14 Changes in Law 9.15 Exclusion of Proponent in Litigation 9.16 Exclusion of Proponent Due To Poor Performance 9.17 Verification of Information | |
| 10.0 Submissions Requirements | 14 |
| 10.1 General | 14 |

| | 10.4 Specific Requirements | |
|------|---------------------------------------------|----|
| | 10.5 Insurance Policy Wordings | |
| | 10.6 Reciprocal Proposal | 16 |
| 11.0 | Evaluation Criteria | |
| | 11.1 Evaluation Team | 16 |
| | 11.2 Evaluation Process | |
| | 11.3 Submission Weighting | |
| | 11.4 Interview & Presentation (if required) | 17 |
| 12.0 | Form of Proposal | 18 |
| 13.0 | Proposal Submission Form | 19 |
| | Appendices | |

- Schedule of Insured
- General Underwriting Information
- Automobile Underwriting Information
- City Fleet Schedule
- Police Fleet Schedule
- Fire Fleet Schedule
- Liability Underwriting Information
- Property Underwriting Information
- Property Schedule
- City Unlicensed Equipment Schedule
- Schedule of Boiler Insureds
- Boiler Location Schedule
- Crime Underwriting Information
- Environmentl Liability Underwriting Information
- Chemical Storage Tank Inventory
- Medical Malpractice Underwriting Information
- Claims History
- Summary of Current Coverages



The Corporation of the City of London

Purchasing and Supply P.O. Box 5035 London, Ontario N6A 4L9 City of London

Request for Proposal 15-21 General Insurance Program

July 27, 2015

1.0 Purpose

1.1 Insurance Protection

The Corporation of the City of London (herein after referred to as the "City") is seeking competitive proposals for the provision of insurance and risk management services relating to the general insurance program of the City and other public entities that have authorized the City to purchase insurance and provide risk management assistance on their behalf.

1.2 Other Insurance and Risk Services

The successful Proponent must be thoroughly familiar with a wide range of insurance products and risk management techniques. The successful Proponent will be responsible for assisting the City with insurance coverage, policy wording interpretation and additional risk management services including, but not limited to, loss prevention and control techniques. From time to time the proponent may be asked to aid the City in sourcing other outside consultants in specialized fields relating to risk management.

The City's current insurance broker/consultant is Marsh Canada Limited (London branch) whose contract with the City expires July 1, 2016. Marsh's services relate to additional fringe insurance coverage for unique exposures (e.g. fine arts, farmers' market vendors, group travel accident and the Regional Water Boards) through insurers who specialize in those risks. These policies are outside the scope of this RFP.

Proponents must declare any potential conflict relating to broker services.

2.0 Background

2.1 City Background

- a) The City is a municipal entity with a population of approximately 370,000 which provides a wide range of services to its' ratepayers. The City operates generally under the authority of the Municipal Act of Ontario as well as other relevant legislation. The City covers a geographical area of 31,584 acres and is located in south western Ontario.
- b) The municipality is governed under the Council/City Manager form of local government. The Mayor and City Council are elected by citizens of the community every four (4) years. The City Manager is responsible to Council for managing the City's affairs and ensures implementation of Council policies and initiatives through various municipal departments including but not limited to Corporate Administration, Corporate and Financial Services, Engineering and Environmental Services, Planning and Development and Community Services.
- c) The services provided by these operational areas include, but are not limited to:
 - i Fire Inspection and Suppression Services
 - ii Water, Sewer and Storm Drain Installation and Maintenance
 - iii Streets Construction, Maintenance, Snow clearing
 - iv Legal Services
 - v Personnel Services

2.0 Background...cont'd

2.1 City Background...cont'd

- vi Urban Planning and Development
- vii Engineering Services including Building Inspection, Code Enforcement, etc.
- viii Parks and Recreation Programming and maintenance
- ix Ownership of Parking facilities and collection of parking fees
- x Maintenance of City facilities, solid waste landfill,
- xi Ownership, operation and maintenance of a fleet of vehicles and equipment
- xii Indoor and outdoor farmers markets
- xiii Convention centre
- xiv Long-term care for seniors
- xv Museum and art gallery.
- d) Contracted services include but are not limited to garbage collection, snow clearing, street construction and maintenance, building construction and design, various professional services; demolition, janitorial, parking lot operations and facility security.
- e) The City Manager also coordinates administrative interactions with various Boards including, but not limited to Police Services, London Public Library, Museum London, London Convention Centre and Covent Garden Market Corporation all of which are included in the City's insurance program. Other Boards not insured under the City's blanket program are London Hydro and London Transit.
- f) More information is available on the City's website <u>www.london.ca</u>.

2.2 Risk Management Background

- a) The City's Risk Management Division pro-actively manages the insurance portfolio, claims administration, risk management issues and related activities. Risk Management is a Division (herein after referred to as the "Division") of the City Manager's Office and has been in place since 1989. It is dedicated to effectively and cost-efficiently providing insurance and risk management program management.
- b) Risk Management Division provides the following services:
 - i) regular reviews of property schedules with each insured entity in order to keep insured values at replacement cost levels;
 - ii) regular property protection and liability claims prevention facility inspections;
 - iii) regular training sessions for City and Board employees on a variety of topics;
 - iv) assists various City and Board departments with risk identification and loss prevention activities;
 - v) review of contract language to ensure appropriate transfer of risk provisions, and
 - vi) administers evidence of insurance documents provided by external consultants and contractors.
- c) Risk and Insurance services are provided for, but not limited to, the following Civic Departments, Boards and Public Entities:
 - i) Corporate Services;
 - ii) Fires Services;
 - iii) Community Services (including Recreation);
 - iv) Engineering and Environmental Services;
 - v) Planning and Development;
 - vi) Public Utilities Commission of the City of London;

2.0 Background...cont'd

2.2 Risk Management Background...cont'd

- vii) London Police Services Board;
- viii) London Convention Centre Corporation;
- ix) Museum London o/b London Regional Art and Historical Museums;
- x) Covent Garden Market Corporation;
- xi) London Public Library Board; and
- xii) London Housing Corporation Limited.
- d) Examples of services provided by the City and Boards are:
 - i) Construction and maintenance of roads and roadside maintenance;
 - ii) Water treatment and distribution;
 - iii) Sewage treatment management;
 - iv) Solid waste management;
 - v) Construction and maintenance of recreation facilities (e.g. arenas, community centres, indoor/outdoor pools baseball and soccer fields, etc.);
 - vi) Recreational programming;
 - vii) Long Term Care for the aged; and
 - viii) Building Plan approvals, examination and inspection.

2.3 Claims Handling

- a) The Division currently handles most claims with its own staff. The successful Proponent will be required to accept current claims handling practices as it has proven to be effective and efficient in terms of cost and speed. However, the City is open to discussion of methods for improvement and to ensure satisfactory communication of loss information between the insurer and the insured.
- b) The third party liability claims procedure is generally as follows:
 - i) receive and record claim information from inside source or third party;
 - ii) determine if the claim is likely to be greater than 50% of the deductible (if yes, notify insurer);
 - iii) investigate claim internally by:
 - obtaining relevant internal documents/records
 - taking photos / measurements of accident location(s)
 - consulting with staff who have relevant information
 - assess likelihood of liability on part of the City/Board
 - determine sources of contributory negligence
 - determine acceptance or denial. (If denied a formal explanation is sent to the claimant; if accepted, negotiate settlement, obtain release and make payment)
- c) First Party damage claims, usually handled internally are generally processed in the following manner:
 - i) receive and record claim information;
 - ii) determine if claim is likely to be greater than 50% of deductible (if yes, notify insurer);
 - iii) investigate claim internally by:

2.0 Background...cont'd

2.3 Claims Handling...cont'd

- obtaining relevant internal documents/records
- consulting with staff who have relevant information
- determine if there are sources of subrogation
- determine value of loss and compensate Department/Board, less their deductible
- attempt subrogation, if appropriate
- d) Claims with high potential of piercing the deductible layer (i.e. 50%+ of deductible and/or catastrophic losses) are reported to the insurer promptly. Both the City and insurer monitor claims handling to satisfy themselves that appropriate measures are taken.

3.0 Scope of Work

3.1 <u>Insurance Services</u>

The City is interested in contracting with an experienced insurer who will provide insurance coverage equal to or better than the existing coverage and related loss prevention, control and educational services from financially secure insurers with limits and deductibles appropriate to the City. Current coverage details are enclosed in the Appendix under Coverage Summary. **Any differences in coverage from the 2015 term must be clearly identified in the proposal submission.**

The City insurance program is diverse in complexity and needs and will require the successful Proponent to work with and adapt to a variety of conventional insurance means as well as risk alternative options available to municipalities.

The successful Proponent must recognize the services to be provided to the City are first and foremost. Conflicts of interest may arise due to the needs of other clients and/or companies contracted by the specifically assigned representatives, as well as the successful Proponent. The assigned representatives and firm must guarantee that advice and guidance provided is solely in our best interests. Property/casualty insurance broker services for the City include, but are not limited to:

- Binding insurance coverage on behalf of the City, subject to the approval by the City; and providing the City with all such documents and policies in a timely manner.
- Preparing for renewals by evaluating retention levels and coverage needs; preparing annual
 marketing strategy reports for the City, identifying anticipated market conditions (including but
 not limited to available coverage, terms, conditions and pricing); conducting pre-marketing
 meetings with the City to discuss insurance wordings and marketing strategies; and making
 recommendations to the City on the insurance program to optimize coverage and costs.
- Evaluating the commitment and financial capacity of insurers.
- Servicing past and existing insurance policies, and new ones placed, including reviewing policy
 wordings for appropriate content and accuracy; co-operating in the handling of claims covered
 by policies in force during the duration of the contract.
- Providing all insurance consultation services, including, but not limited to, responding to day to day requests from the City for information and advice; and having skilled, qualified and knowledgeable staff available to respond in a timely manner to telephone inquiries during business hours.

3.0 Scope of Work...cont'd

3.1 Insurance Services...cont'd

- Providing certificates of insurance on an as-required basis within two (2) business days, unless urgent, in which case they will be provided on the same day.
- Provide the production and maintenance of accurate and up to date insurance summaries for each insurance policy.
- Researching past and current policies, providing opinions on wordings and coverage, and assisting in contacting the appropriate carriers.
- Assisting as required, in expediting claims with City insurers.
- Meeting with City representatives as requested from time to time on matters involving insurance, loss prevention and similar considerations; and generally attending meetings or making reports and recommendations on as-required basis, and supporting departmental risk management initiatives.
- Assisting as and when required with risk identification, evaluation and retention exercises.
- Provides periodic reports, publications, or access to Web site information advising the City on industry activities and trends.
- Suggest changes in retention, limits, and coverage as dictated by market conditions.
- Provide limit and price benchmarking data with all markets and renewal efforts.
- Must secure broad coverage at competitive and reasonable costs with appropriate markets.

3.2 Risk Identification / Management

The successful Proponent is expected to be pro-active in the area of risk identification and management. As well, on occasion, they may be expected to assist with seminars to employees to emphasize the importance of risk management and to assist them with the implementation of risk management practices in their working environment.

3.3 **Proponents Qualifications and Duties**

Proponents that meet the following criteria will be considered by the City:

- The successful Proponent must negotiate and/or write insurance coverage tailored to meet the City's needs, as and when required, with the broadest terms and conditions available for premiums commensurate with the current state of the insurance market.
- All insurance coverage must be placed with financially stable insurers licensed to transact business in Ontario by either the Federal or Provincial Government. The most recent rating of the proposed insurers by the A.M. Best property-casualty report must be included in the proposal package. The successful Proponents must indicate the process undertaken to assess and report on continued financially stability of the insurers providing coverage.

3.0 Scope of Work...cont'd

3.3 Proponents Qualifications...cont'd

- The successful Proponent must provide relevant and accurate information on the changing status of the insurance market including the availability of coverage, terms, conditions and pricing.
- Provide attendance by account executive or other personnel, as required, for review of insurance coverage or risk issues.
- Assist, as required in resolving claims-related issues with the insurer(s) or other insurance intermediary providing insurance services to the City.
- Prepare and deliver, at least ninety (90) days prior to renewal, a report, including but not limited to:
 - 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. and:
 - iii) proposed renewal strategy.
- Prepare and deliver, at least sixty (60) days prior to renewal, a report including but not limited to the following:
 - i) reasons for any changes in coverage proposed;
 - ii) changes in premium from the previous year with an explanation; and
 - iii) suggested renewal placement, including a full explanation for the suggestion(s).
- Provide provision of loss prevention and control services including, but not limited to, inspection by qualified loss control engineers of facilities both from a property and casualty perspective on an as required basis.
- Must provide claims run, claims data specific to claims experienced by the City on request or on a reporting basis as agreed to by the City.
- An MGA must have claims settlement authority or an established Third Party Claims Administrator with the ability to settle losses in excess of the deductibles.
- If an Insurance Brokerage firm is responding or provides a role in the delivery of the insurance service, they must be licensed in Ontario as insurance brokers by and in good standing with the Registered Insurance Brokers of Ontario (RIBO).

4.0 RFP Schedule

The following is a <u>tentative schedule</u> to assist interested Proponents with the anticipated schedule (dates and times) of significant events associated with this RFP process, in general. The City reserves the right to alter the schedule at its sole discretion.

| Activity | Responsibilities | DATE |
|-----------------------------------------|--------------------------------------------------------|---------------------------------------|
| Site visit | Opportunity to inspect locations listed in section 6.0 | Week of August 3 rd 2015 |
| Enquiry Deadline | Closing date for questions/inquiries | Friday, August 21st 2015 |
| Closing date | Proposals due in Purchasing Office by 12:00 noon | Friday, Sept 4 th 2015 |
| Evaluation of Proposals | City staff will review proposals | Week of Sept 7 th 2015 |
| Interview with short list of Proponents | If required, Proponent(s) will be notified | Week of Sept 14 th 2015 |
| Recommendation to Corporate Services | | Tuesday October 6 th 2015 |
| Award by Council | CSC recommendation to City Council | Tuesday October 13 th 2015 |

5.0 Information for Proponents

- a) A Proponent who has already submitted a proposal submission may submit a further proposal submission at any time up to the official closing time. The last proposal submission received shall supersede and invalidate all proposal submissions previously submitted by that Proponent as it applies to this RFP.
- c) A Proponent may withdraw a proposal submission at any time up to the official closing time by letter bearing a signature and/or seal as in the original proposal submission. Withdrawal requests received after the RFP closing time will not be permitted.
- d) In the event that only one (1) proposal submission is received at time of closing, the Manager of Purchasing and Supply or designate will either open the proposal submission or delay opening of the RFP for consultation with the respective Managing Director/ City Manager as to whether to open or reject the proposal submission. A rejected proposal submission will be returned unopened to the Proponent. A decision to reissue will be made respectively by the Manager of Purchasing and Supply and the respective Managing Director/ City Manager.
- e) Proponents are to refer to the General Conditions, Instructions and Information for Proponents. Your proposal submission and any resultant purchase will be based on these conditions unless otherwise agreed to in writing. In the event of any conflict between the General Conditions, Instructions and Information to Proponents and the terms or conditions of this proposal, the terms and conditions of this RFP shall prevail.
- f) The City reserves the right to accept or reject any and all proposal submissions. The City further reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interests of the City in the opinion of the Manager of Purchasing and Supply and the applicable Managing Director/ City Manager, unless otherwise stated.
- g) The acceptance and award of the proposal submission and execution of an agreement, contract or purchase order is subject to approval by City Council.

5.0 Information for Proponents...cont'd

- h) All prices must be stated in Canadian funds.
- j) By submitting a proposal submission, the Proponent acknowledges and accepts all terms and conditions in the RFP document and all policies and procedures in the Procurement of Goods and Services Policy located on the City of London Purchasing and Supply Chain Website. Procurement of Goods and Services Policy

6.0 Facilities Inspections

- a) A Facility Inspection date has been scheduled for August 6, 2015 at 9:00 am beginning at Stronach Arena and Community Centre 1221 Sanford Street, London, ON and continuing thereafter to the following locations only:
 - 1. A.J. Tyler Operations Centre, 1145 Adelaide Street, North
 - 2. Adelaide Pollution Control Plant, 1153 Adelaide Street, North
 - 3. Forest City Seniors Community Centre, 78 Riverside Drive.

Note: These locations have been chosen as a representative sample of City's facilities. No other locations will be inspected as part of this RFP process, nor will alternate date(s) be considered. Proponents who want to inspect other locations may inspect public areas of those facilities at their leisure. Access to secure areas of those other facilities will not be provided.

- b) Each Proponent is encouraged to participate in the site inspection listed above before submitting their proposal submission and must satisfy themselves by personal examination as to the local conditions. Proponents' shall make their own assessment of each facility, the risk it presents. No claim that there was any misunderstanding of the terms and conditions of the contract relating or facility conditions shall be allowed at any time after submission of the proposal. **Participation is not mandatory.**
- c) Failure to attend the offered facility inspections shall not be accepted as an excuse for any default on the part of the successful Proponent to fulfil in every detail all the requirements of the said contract or as a basis for any claims whatsoever for extra compensation or an extension of time for proposal submission.

7.0 Submission Instructions

7.1 Closing Date and Time

Proponents are required to submit in a sealed envelope clearly identified as RFP15-21 General Insurance Program, one (1) signed original and three (3) hard copies of their Proposal submission. In addition Proponents must submit one (1) electronic copy of their proposal submission on a USB flash drive, CD or DVD in the sealed envelope. Please note that either the USB flash drive, CD or DVD will be non-refundable and will become property to the City of London. Completed proposal submission can be mailed to Purchasing and Supply, P.O. Box 5035, London, Ontario N6A 4L9 or hand delivered (in person or by courier) to Purchasing & Supply, 267 Dundas Street, 4th Floor, London, Ontario N6A 1H2 and must be received before 2:00 pm, local time, Friday, September 4th, 2015 at 2:00 p.m. Failure to submit the Form of Proposal (page 18) will result in your proposal submission being rejected.

Proponents are solely responsible for ensuring their proposal submissions are received by Purchasing & Supply prior to the closing date and time.

7.2 <u>Late Submissions</u>

Proposals submissions received by Purchasing and Supply later than the specified closing time will be returned, unopened, to the Proponent.

7.0 Submission Instructions...cont'd

7.3 Period of Acceptance

The proposal submission is to remain firm for acceptance for a period of ninety (90) days from the date of closing.

7.4 Questions/Inquiries

- a) Inquiries regarding this RFP are to be directed to City of London, Purchasing and Supply at purch@london.ca or 519-661-2500 x.4900. Inquiries must not be directed to other City employees or Elected Officials. Directing inquiries to other than Purchasing and Supply may result in your proposal submission being rejected.
- b) All clarification requests are to be sent in writing to the individual mentioned above. No clarification requests will be accepted by telephone. Responses to clarification requests will be provided to all Proponents in writing in the form of an Addenda which will only be posted on Biddingo.com.
- Consultant firms retained by the City, or from any other person or persons who may have an interest in this RFP. Amendments or changes to this RFP prior to the closing date and time stated herein will only be in the form of written addenda and said addenda will be issued by the Purchasing & Supply Team of the City of London. Any Addendum will be distributed through Biddingo. It is the Proponent's sole responsibility to check this Web Site regularly to inform itself of any posted Addendum. 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 addenda shall only be posted on Biddingo.com and it is the sole responsibility of the Proponent to check this Web Site for said addenda. FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA ON THE FORM OF PROPOSAL WILL RESULT IN YOUR PROPOSAL SUBMISSION BEING REJECTED.
- d) Each Proponent must review all RFP documents and promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency, or omission contained therein. Any such request must be submitted to the City in writing, **prior to Friday, August 21**st, **2015 at 2:00 p.m.**
- e) Where a request results in a change or a clarification to the RFP, the City will prepare and issue an Addendum to this RFP as stated in 7.4c). With the exception of an Addendum delaying the closing or cancelling of this RFP, No Addendum will be issued within the forty-eight (48) hours prior to closing not including Saturdays, Sundays and Statutory Holidays observed by the City of London for regular business hours. Proponents that have submitted proposal submissions prior to the date and time cut-off for Addenda issuance are solely responsible to monitor Biddingo.com for further Addendum and are therefore also solely responsible for submitting complete new proposal submissions acknowledging any said Addendum prior to the closing date and time of the RFP solicitation.

7.5 Rights Reserved by the City

- a) The City is not liable for any costs incurred by the Proponent in the preparation of their proposal submission to the RFP or selection interviews, if required. Furthermore, the City shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by the City of any proposal submission, or by reason of any delay in the award of the RFP.
- b) The lowest proposal submission will not necessarily be accepted. The City reserves the right to accept/reject any or all proposal submissions and/or reissue the RFP in its original or revised form.

7.0 Submission Instructions...cont'd

7.5 Rights Reserved by the City...cont'd

- c) The City reserves the right to request specific requirements not adequately covered in their initial submission proposal and clarify information contained in the RFP.
- d) The City reserves the right to modify any and all requirements stated in the RFP at any time prior to the possible awarding of a contract.
- e) The City reserves the right to cancel this RFP at any time, without penalty or cost to the City. This RFP should not be considered a commitment by the City to enter into any contract.
- f) In the event of any disagreement between the City and the Proponent regarding the interpretation of the provisions of the RFP, the Manager of Purchasing and Supply or an individual acting in that capacity, shall make the final determination as to interpretation.

7.6 Access to Information

- a) The information submitted in response to this RFP will be treated in accordance with the relevant provisions of the Municipal Freedom of Information and Protection of Privacy Act and in accordance with Council Policy The Procurement of Goods and Services Policy section 21.4.
- b) The Proponent does, by the submission of a proposal submission, accept that the information contained in it will be treated in accordance with the process set out in this section of the RFP.

7.7 Joint Submission

If a Proposal is a joint proposal submission of two (2) or more Proponent firms, a single proposal submission is to be coordinated and submitted by the lead firm with the required information. The lead firm shall act as the Proponent in all contractual obligations of any resulting award and agreement, or as determined by the City.

8.0 Requirements at Time of Execution

Subject to an award of the proposal, the successful Proponent is required to submit the following documentation in a form satisfactory to the City for execution within ten (10) working days after being notified to do so in writing:

Insurance Documents

8.0 Requirements at Time of Execution...cont'd

If the successful Proponent for any reason, defaults or fails in any matter or thing referred to under "Requirements at Time of Execution", the City reserves the right to accept any other bid, advertise for new proposals or carry out the work in any way as the City may, at its sole discretion, deem best.

8.1 Insurance

The successful Proponent shall at its own expense obtain and maintain until the termination of the contract, and provide the City with evidence of **Errors and Omissions Liability Insurance** on an occurrence basis for an amount not less than ten million (\$10,000,000) dollars with respect to the successful Proponent's operations, acts and omissions relating to its obligations under this Agreement.

This insurance shall not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (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 reasonable require.

The successful Proponent shall not commence work until such time as satisfactory evidence of insurance has been filed with and approved by the Risk Management Division of the City. The successful Proponent shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date for the duration of the contract.

9.0 Terms and Conditions

9.1 Contract Period

The term of the contract will be for a three (3) year period with an option to renew the contract additional year(s) at the City's sole discretion. Pricing negotiated annually.

9.2 Renewal

- a) The City at its absolute sole discretion has the option to renew the contract for a further period.
- b) In determining whether to renew the contract, the City will consider the following, but not be limited to performance, pricing, and service.

9.3 Fee for Service

- a) The City currently compensates its' contracted insurance broker/consultant on a fee for service basis. This method is preferred. Brokers are required to state their fee for service separately from insurance premiums. If your proposal submission includes a handling/administration fee, please indicate the method of determining the fee payable by the City and identify those fees in the space provided on the Proposal Submission Form.
- b) The proposed fee and/or premium will represent the only payment to be received by the proponent for services rendered, except for other additional services requested by the City and mutually agreed upon in advance.

9.0 Terms and Conditions...cont'd

9.4 Taxes

HST - Extra.

All Proponents shall provide their Harmonized Sales Tax (HST) registration number in their Form of Proposal. Note: If the Proponent is located outside of Canada and is not a HST Registrant, this may not apply

9.5 Payment Schedule

- a) Insurance premiums shall be paid within thirty (30) days of delivery of the policy or invoice to the City, whichever is received later.
- b) On a fee for services basis, the successful intermediary (if any) will provide a full accounting of the time spent by each individual for each component of service provided. Fees will be paid on a quarterly basis in arrears.

9.6 Records Retention

In the event that the successful Proponent ceases operation, it is agreed that the successful Proponent will not dispose of any records related to the successful Proponent under this agreement without the prior written consent of the City, but when requested by the City shall return the records to the City forthwith.

9.7 Cancellation

a) The City reserves the right, at its absolute sole discretion, to cancel this contract with thirty (30) days written notice, without cause and without penalty.

9.8 Police Records Check and Vulnerable Position Screening

It is the responsibility of the successful Proponent to obtain a Police Vulnerable Sector Check (PVSC) for all employees who will be providing the Service and ensure that they are kept current throughout the contract period. The successful Proponent must make these documents available for review by the City upon request. The City will conduct random reviews (we will provide the successful Proponent with advance notice) at your own office to ensure that there is documentation showing compliance. Failure to provide the documentation when requested could result in cancellation of the contract.

9.9 Declaration of Conflict of Interest

No elected official, appointed officer or employee of the City shall have any pecuniary or controlling interest, either direct or indirect, in any competitive bid or contract for the supply of goods or services to the City, unless such pecuniary interest is disclosed by the contractor, bidder, or person submitting a quotation, as the case may be, or unless such pecuniary interest would be exempt under the Municipal Conflict of Interest Act. Please disclose any potential conflicts in section 6-6 of the Form of Quotation. **FAILURE TO DISCLOSE ANY CONFLICT OF INTEREST SHALL RESULT IN YOUR BID BEING REJECTED.**

9.10 Code of Conduct

Please see the City of London Code of Conduct listed on the Tenders & RFP's webpage. Code of Conduct

9.0 Terms and Conditions...cont'd

9.11 Designated Substances Including Asbestos Requirements

Please see the Designated Substances including Asbestos – Standard Contract Clauses listed on the Tenders & RFP's webpage.

Designated Substances Including Asbestos Requirements

9.12 Assignment

Following award of the contract, the successful Proponent shall not, without written consent of the Manager of Purchasing and Supply or designate make any assignment or any subcontract for the execution of any service or product hereby quoted on. The consent of the Manager of Purchasing and Supply or designate may be arbitrarily withheld.

9.13 Non-disclosure

Except as the City may otherwise consent in writing, the Proponent shall not use other than for the City and not directly or indirectly publish or otherwise disclose at any time (except as the proponent's duties for the City require) either during or subsequent to the Proponent's work, any of the City's appendices, attachments or other written material (whether or not conceived, originated, discovered, or developed in whole or in part by the Proponent).

9.14 Changes in Law

The parties acknowledge that performance of the obligations required hereunder may be affected by changes in applicable laws of the Province of Ontario. In the event of a change in applicable legislation that results in a material impact on the performance of any act required by this Agreement, the Parties shall renegotiate the provisions of this Agreement to achieve mutually acceptable terms for the performance of acts required hereunder. If the Parties are unable to agree on the revised terms and conditions either Party may submit the dispute to arbitration in accordance with the provisions of the Arbitration Act S.O. 1991, C. 17.

9.15 Exclusion of Proponent in Litigation

- a) The City may, in its absolute discretion, reject a proposal submission submitted by a Proponent if the Proponent, or any officer or director of the Proponent is or has been engaged, either directly or indirectly through another corporation, in a legal action against the City, its elected or appointed officers and employees in relation to:
 - i. Any other contract or services; or
 - ii. Any matter arising from the City's exercise of its powers, duties, or functions.
- b) In determining whether or not to reject a proposal submission under this clause, the City will consider whether the litigation is likely to affect the Proponent's ability to work with the City, its consultants and representatives, and whether the City's experience with the Proponent indicates that the City is likely to incur increased staff and legal costs in the administration of the contract if it is awarded to the Proponent.

9.16 Exclusion of Proponent Due To Poor Performance

- a) The Managing Director / City Manager shall document evidence and advise Purchasing and Supply in writing where the performance of a proponent has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for Health and Safety violations.
- b) The City Treasurer may, in consultation with the City Solicitor, prohibit an unsatisfactory proponent from bidding on future contracts for a period of up to three (3) years.

9.0 Terms and Conditions...cont'd

9.17 Verification of Information

The City shall have the right to:

- a) Verify any Proponent statement or claim by whatever means City deems appropriate, including contacting persons in addition to those offered as references.
- b) Access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information quality of processes and to obtain assurance of viability.
- c) The Proponent shall co-operate in the verification of information and is deemed to consent to City verifying such information.

10.0 Submissions Requirements

10.1 General

- a) The City is requesting proposal submissions from firms who are both interested and capable of undertaking the project.
- b) The onus is on the Proponent to show their knowledge, understanding and capacity to conduct the work outlined in the RFP.
- c) The proposal submissions will be assessed according to how well they assure the City's success in relation to the RFP requirements. The detail and clarity of the written proposal submission will be considered indicative of the Proponents expertise and competence.
- d) All information provided in response to this RFP must contain sufficient detail to support the services being proposed. **Incomplete proposal submissions will not be considered.**

10.2 Administration Fee

Proponents who do not elect to retrieve the RFP information from the Biddingo.com can purchase a hard copy of the document. Cost is \$50.00 in the form of a cheque or Canadian Money Order. Cheques are to be made payable to the "City Treasurer".

10.3 Mandatory Requirements

- a) Acknowledgement of all addenda on the Form of Proposal in Section 12.8.
- b) A least one (1) original signed "Form of Proposal" MUST be submitted with the proposal submission.
- c) Provide your submission as outlined in the" **Proposal Submission Form**" and based on underwriting information provided in the Appendix.

10.0 Submissions Requirements...cont'd

10.4 Specific Requirements

This section is intended to be completed by the Proponent, Reciprocal organization or MGA however; a broker or insurance representative may elect to answer these questions on their behalf.

The following information must be provided on a point-by-point basis in the same order as listed below (with the exception of the current insurer or broker who must only identify any changes from the existing program).

- a) Title page which will include the Proponent's legal name, address, telephone and fax numbers, e-mail address, and name of primary contact and date.
- b) Address of the office which will service this account including, but not limited to:
 - i) number of employees in the servicing office;
 - ii) number of employees in London (if any);
 - iii) number RIBO licensed; and
 - iv) number not licensed.
- c) Identify any municipalities presently insured and the length of time they have been serviced by your company.
- d) Identify any other public entities, boards, commissions, etc., presently insured and the length of time they have been serviced by your company.
- e) Identify and elaborate on all qualifications as required in Scope of Work Proponent's Qualifications & Duties Section 3.0.
- f) Identify any particular individual(s) and their qualifications, or department(s) municipalities or any other public entities are specifically assigned to within your company.
- g) Identify all staff and their qualifications and experience that will be assigned to the City's account if chosen as the successful Proponent.
- h) Provide four (4) references where the same or similar service is being performed (preferably municipal or public entities with full-time risk managers) who may be contacted by the City including, name, phone number and contact person.
- i) Specify your expertise to review policy wordings, coverage and coverage/risk management strategies to ensure complete, informed advise to the City. Specify frequency necessary to keep clients informed of changes to the insurance industry.
- j) Describe level of expertise if the proposal includes Loss Control and Claims-mediation services.
- k) If an insurance Brokerage firm is responding or provides a role in the delivery of the insurance services, they must be licensed in Ontario as insurance brokers by and in good standing with the Registered Insurance Brokers of Ontario (RIBO)
- I) If a Managing General Agent (MGA) is responding directly to this RFP or provides a role in the delivery of the insurance services, they must be qualified to operate in Ontario.
- m) Proponents must utilize Insurance Companies that are licensed to operate in Ontario and have demonstrated financial stability and longevity insuring municipal risks.

10.0 Submissions Requirements...cont'd

10.4 Specific Requirements...cont'd

- n) Describe any additional services available.
- o) Describe any additional benefits your company includes that may not be available through other insurers.
- p) Provide a brief description of why the City should select your firm.

10.5 Insurance Policy Wordings

Insurers may quote on their own wordings as long as the coverage is equal to, or greater than the existing coverage described in attached Appendices: <u>Summary of Current Coverages</u>. Differences must be identified and noted in the proposal submission.

10.6 Reciprocal Proposal

If the proposal is submitted requiring a reciprocal agreement, the Proponent must clearly identify:

- i) how any retro-assignment percentage for which the City would be calculated,
- ii) a history of retro-assessments charged by the reciprocal and the circumstances leading to the retro-assignments;
- iii) a sample Reciprocal Subscriber Agreement and any amendments to the original agreement; and.
- iv) a copy of the most recent annual financial statement and the most recent audited financial statement.

11.0 Evaluation Criteria

11.1 Evaluation Team

Proposals submissions will be evaluated by an evaluation team with representation from all departments which are involved in the Evaluation Process with the assistance of Purchasing and Supply.

By responding to this RFP, Proponents acknowledge that the evaluation team is solely responsible for recommending the Successful Proponent.

11.2 Evaluation Process

Each proposal submission will be evaluated by the City on the basis of the information provided by the Respondent in its RFP. Each proposal submission will be reviewed to assess compliance with the requirements set out in this RFP document. Evaluation results will be the property of the City. The City does not intend to disclose details of the evaluation results, under any circumstances.

After receipt of the proposal submissions the City may request clarification of proposal submissions. The City may request clarification to ascertain a Proponent's understanding of, and level of responsiveness to, the proposal submission for the purpose of the evaluation process.

The City, in its sole discretion may adjust the evaluation score or ranking of proposal submissions as an outcome of the clarifications. The City reserves the right to limit clarification to any number of Respondents as determined by the City regardless of the number of the Respondents that submitted proposal submissions.

11.0 Evaluation Criteria...cont'd

11.3 Submission Weighting

The evaluation criteria will be based on, but not limited to, the following:

| Description | Points | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|--|--|
| Proponent's services including: claims procedures, municipal insurance experience, additional services | | | |
| Lead representative experience, qualifications, additional services offered and familiarity of municipal risks and the marketplace | 10 | | |
| Municipal insurance experience and qualifications of other proponent's staff members: | 10 | | |
| Evaluation for the ability to meet or surpass provisions outlined in the <u>Summary of Current Coverages</u> , including the terms; conditions; limits; deductibles; exclusions of the insurance submission; financial strength of the insurer or insurance market (for reciprocal organizations financial strength and results of retrocession report) | 20 | | |
| Value Added Services, refer to 10.0 | 5 | | |
| Annual costs from Premium Summary Bid Form | 30 | | |
| Total | 100 | | |

11.4 <u>Interview & Presentation (if required)</u>

These will be conducted the week of September 14th, 2015; Interview & presentation process shall be based on the following criteria and are to be attended by the Proponent's representatives who will be servicing the City's account.

11.5 Selection Process

- a) Receive written responses from Proponents
- b) Evaluate Proposals
- c) Interviews & Presentations, if necessary
- d) Recommendation
- e) Agreement, Purchase Order or Contract Record.

Terri Sue Wyatt, CPPB Procurement Officer Purchasing and Supply

Manager of Purchasing and Supply _____ John Freeman, CSCMP

12.0 Form of Proposal

AT LEAST ONE SIGNED ORIGINAL OF THIS FORM OF PROPOSAL MUST BE INCLUDED IN YOUR PROPOSAL SUBMISSION.

Please state terms of payment (Note: Early payment discounts will be considered in the award of the 12.1 contract, and will apply after taxes): I/WE, the undersigned authorized signing officer of the Proponent, HEREBY DECLARE that no person, 12.2 firm or corporation other than the one represented by the signature (or signatures) of proper officers as provided below, has any interest in this proposal submission. 12.3 I/WE further declare that all statements, schedules and other information provided in this proposal submission are true, complete and accurate in all respects to the best knowledge and belief of the Proponent. 12.4 I/WE further declare that this proposal submission is made without connection, knowledge, comparison of figures or arrangement with any other company, firm or persons making a proposal and is in all respects fair and without collusion for fraud. 12.5 I/WE DECLARE that, regarding this bid submission, no potential conflict of interest exists as outlined in section 9.0, except as described below. (If no conflict exists, enter N/A) I/WE further declare that the undersigned is empowered by the Proponent to negotiate all matters with 12.6 the Corporation representatives, relative to this proposal submission. WE further declare that the agent listed below is hereby authorized by the Proponent to submit this 12.7 proposal submission and is authorized to negotiate on behalf of the Proponent. I/WE have allowed for Addenda numbered as follows: # through to # . 12.8 Failure to acknowledge all addenda will result in your proposal submission being rejected. COMPANY NAME: ADDRESS: CITY/PROVINCE: POSTAL CODE/ZIP CODE: AUTHORIZED SIGNATURE: I/WE are authorized to bind the COMPANY/CORPORATION NAME (Please print or type): TELEPHONE NUMBER: () FAX NUMBER: () HST REGISTRATION NUMBER: EMAIL ADDRESS: DATE OF PROPOSAL SUBMISSION:

NOTE: Please return your written submission and USB flash drive, CD or DVD in addition with page 18 complete with an original signature in ink on or before 2:00 pm, Local Time, Friday, September 4th, 2015.

FAILURE TO DO SO SHALL RESULT IN THE PROPOSAL SUBMISSION BEING REJECTED.

13.0 Proposal Submission Form

COVERAGE DESCRIPTION SUMMARIZED

See attached copies of the 2015-term policies for details; Any differences in coverage that apply to your proposal must be noted.

| COVERAGE | | ANNUAL PREMIUM | | | |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|--|--|--|
| | ANOM | (excluding PST) | | | |
| LIABILITY INSURA | | | | | |
| Limit of Insurance | • | \$500,000 Deductible Option | | | |
| | | | | | |
| Medical Malpractice | | \$ | | | |
| Wrongful Dismissal (Le Watercraft over 16' len | gal Exp) \$ | | | | |
| Balloon ports | RANCE sverage and premium, if applicable \$ 500,000 De \$ \$ \$ Legal Exp) \$ ength \$ \$ dro Commiss\$ \$750,000 De \$ \$ Legal Exp) \$ s licable to various perils, if any \$ \$ (Legal Exp) \$10,000 (min) \$ \$ years (if more than 1 year) R(S): A. M. Best rating(s) ANNUAL PR (excludin | | | | |
| • | Commiss [©] | \$750,000 Deductible Option | | | |
| | Commissa | | | | |
| Subsidiary Insureds | Φ ¢ | \$ | | | |
| · · · · · · · · · · · · · · · · · · · | | | | | |
| | \$ | | | | |
| | · | | | | |
| DEDUCTIBLES: | | | | | |
| List Deductibles applica | able to various perils, if any | | | | |
| Manager Dispersional /La | \$ (\$40,000 (min) | | | | |
| • | · · · | | | | |
| | • | | | | |
| | \$ \$ | | | | |
| | | | | | |
| Term | years (if more than 1 year) | | | | |
| NAME OF INDUDED | | | | | |
| NAME OF INSURER(S | 5): | | | | |
| | | | | | |
| | | | | | |
| | A. IVI. DESCIT | surig(s) | | | |
| COVERAGE | | ANNUAL PREMIUM | | | |
| | | (excluding PST) | | | |
| | 31 | | | | |
| AUTO FLEET LIA | BILITY INSURANCE | | | | |
| Limit of Insurance | | | | | |
| | · · · | | | | |
| List Extensions of cove | erage and premium, if applicable | \$250,000 Deductible Option | | | |
| | \$ | \$ | | | |
| | \$ | | | | |
| | \$ | \$500,000 Deductible Option | | | |
| • | \$ | \$ | | | |
| Term | years (if more than 1 year) | | | | |
| NAME OF INCURERS | 21. | | | | |
| NAME OF INSURER(S | 5): | | | | |
| | | | | | |
| | A M Post | ating(s) | | | |
| | | | | | |

| | | Continued |
|--------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|--------------------------------|
| COVERAGE | cellulate von autobale | ANNUAL PREMIUM (excluding PST) |
| NON-OWNED AUT | O LIABILITY INSURANCE | \$ |
| Limit of Insurance Note endorsements on | \$ the policy; List Coverage and premium, if applicable | |
| 79 741 | \$ | |
| Term | years (if more than 1 year) | |
| NAME OF INSURER(S) | | Y |
| = | | |
| | A. M. Best rating(s) | |
| COVERAGE | A. M. Best rating(s) | ANNUAL PREMIUM (excluding PST) |
| COVERAGE | A. M. Best rating(s) DBILE INSURANCE | ANNUAL PREMIUM |
| COVERAGE GARAGE AUTOMO Note endorsements on | DBILE INSURANCE the policy; List Coverage and premium, if applicable | ANNUAL PREMIUM (excluding PST) |
| COVERAGE GARAGE AUTOMO | DBILE INSURANCE the policy; List Coverage and premium, if applicable \$ \$ \$ \$ | ANNUAL PREMIUM (excluding PST) |
| COVERAGE GARAGE AUTOMO Note endorsements on Limit of Liability Accident Benefits Direct Compensation Owned Automobiles | DBILE INSURANCE the policy; List Coverage and premium, if applicable \$ \$ \$ \$ | ANNUAL PREMIUM (excluding PST) |

| COVERAGE | ANNUAL PREMIUM (excluding PST) |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| | CONTROL NOT BEEN AS |
| ERRORS AND OMISSIONS LIABILITY INSURANCE | \$ |
| Limit of Insurance \$ Note schedule of endorsements on the policy. List Extensions of covers Conflict of Interest \$ Defence Expense Extension \$ Employee Benefits E & O \$ Optional Extended Reporting \$ | rage and premium, if applicable |
| Term years (if more than 1 year) | |
| NAME OF INSURER(S): | |
| - | |
| A. M. Best r | ANNUAL PREMIUM (excluding PST) |
| * | ANNUAL PREMIUM (excluding PST) |
| COVERAGE | ANNUAL PREMIUM (excluding PST) EE \$ |
| COVERAGE ENVIRONMENTAL IMPAIRMENT LABILITY INSURANCE Limit of Insurance \$ | ANNUAL PREMIUM (excluding PST) EE \$ |
| COVERAGE ENVIRONMENTAL IMPAIRMENT LABILITY INSURANCE Limit of Insurance \$ Note endorsements on the policy; List Coverage and premium, if applice \$ \$ \$ \$ \$ \$ \$ \$ \$ | ANNUAL PREMIUM (excluding PST) SE \$ cable |

| | I SALA | ANNUAL PREMIUM (excluding PST) | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|--------------------|
| PROPERTY INSURANCE (Including DATA PROCE | | \$100,000 Deductible \$ | - |
| Blanket Amount of Insurance | \$ | \$200,000 Deductible | Ontion |
| Valuable Papers | | \$ | у Фриоп |
| Extra Expense | \$ | | |
| Accounts Receivable | \$ | | |
| Gross Rentals | \$ | | |
| Gross Revenue | \$ | | |
| Electronic Media | \$ \$ \$ \$ \$ \$ \$ | | |
| New Generation Pollutant Cleanup & Removal DEDUCTIBLES: | \$ \$ | | |
| - Flood | \$ | | |
| - Earthquakes | \$ \$ | | |
| - Pollutant Cleanup & Removal | \$ | (all expenses including adjusting expense) | |
| - Other Other (describe) | \$100,000. \$ | (all expenses including adjusting expenses) | |
| Outer (describe) | Ψ | | |
| Term | years | | |
| NAME OF INSURER(S): | 150 | | |
| | | | |
| | | A. M. Best rating(s) | |
| V 2 - 32 | | 7. W. Dost rating(s) | |
| COVERACE | | | |
| COVERAGE | | ANNUAL PREMIUM | |
| COVERAGE | | | din see |
| COVERAGE BOILER & MACHINERY | | ANNUAL PREMIUM | din sac |
| BOILER & MACHINERY | ¢ | ANNUAL PREMIUM (excluding PST) | ritin South |
| BOILER & MACHINERY Limit of Liability | \$ YES / NO | ANNUAL PREMIUM (excluding PST) | Hin Sear |
| BOILER & MACHINERY Limit of Liability Water Damage | YES / NO | ANNUAL PREMIUM (excluding PST) | Hin Search |
| BOILER & MACHINERY Limit of Liability | | ANNUAL PREMIUM (excluding PST) | PHO Seaso |
| BOILER & MACHINERY Limit of Liability Water Damage Expediting Expenses Extra Expense Professional Fees | YES / NO \$ \$ \$ | ANNUAL PREMIUM (excluding PST) | Plan Search |
| BOILER & MACHINERY Limit of Liability Water Damage Expediting Expenses Extra Expense Professional Fees Contamination | YES / NO \$ \$ \$ \$ | ANNUAL PREMIUM (excluding PST) | Plan South |
| BOILER & MACHINERY Limit of Liability Water Damage Expediting Expenses Extra Expense Professional Fees Contamination Gross Rentals | YES / NO \$ \$ \$ \$ | ANNUAL PREMIUM (excluding PST) | Phin South |
| BOILER & MACHINERY Limit of Liability Water Damage Expediting Expenses Extra Expense Professional Fees Contamination Gross Rentals Gross Earnings | YES / NO \$ \$ \$ \$ \$ | ANNUAL PREMIUM (excluding PST) \$ | Philosophia Sangar |
| BOILER & MACHINERY Limit of Liability Water Damage Expediting Expenses Extra Expense Professional Fees Contamination Gross Rentals | YES / NO \$ \$ \$ \$ \$ \$ \$ \$ \$ | ANNUAL PREMIUM (excluding PST) \$ | PHIN Season |
| BOILER & MACHINERY Limit of Liability Water Damage Expediting Expenses Extra Expense Professional Fees Contamination Gross Rentals Gross Earnings Deductible Alternate Deductible | YES / NO \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | ANNUAL PREMIUM (excluding PST) \$ | Plan Search |
| BOILER & MACHINERY Limit of Liability Water Damage Expediting Expenses Extra Expense Professional Fees Contamination Gross Rentals Gross Earnings Deductible Alternate Deductible Museum London Deductible | YES / NO \$ \$ \$ \$ \$ \$ \$ \$100,000. \$ 250,000. | ANNUAL PREMIUM (excluding PST) \$ (all expenses including adjusting expenses) (all expenses incl. adjusting expenses) \$ | Plan South |
| BOILER & MACHINERY Limit of Liability Water Damage Expediting Expenses Extra Expense Professional Fees Contamination Gross Rentals Gross Earnings Deductible Alternate Deductible Museum London Deductible Alternative Deductible | YES / NO \$ \$ \$ \$ \$ \$100,000. \$250,000. \$1,000. \$25,000. | ANNUAL PREMIUM (excluding PST) \$ | Plan South |
| BOILER & MACHINERY Limit of Liability Water Damage Expediting Expenses Extra Expense Professional Fees Contamination Gross Rentals Gross Earnings Deductible Alternate Deductible Museum London Deductible Alternative Deductible Other (describe) | YES / NO \$ \$ \$ \$ \$ \$100,000. \$250,000. \$25,000. \$ | ANNUAL PREMIUM (excluding PST) \$ (all expenses including adjusting expenses) (all expenses incl. adjusting expenses) \$ | |
| EDILER & MACHINERY Limit of Liability Water Damage Expediting Expenses Extra Expense Professional Fees Contamination Gross Rentals Gross Earnings Deductible Alternate Deductible Museum London Deductible Alternative Deductible Other (describe) Term | YES / NO \$ \$ \$ \$ \$ \$100,000. \$250,000. \$25,000. \$ years | ANNUAL PREMIUM (excluding PST) \$ | Plan Search |
| EDILER & MACHINERY Limit of Liability Water Damage Expediting Expenses Extra Expense Professional Fees Contamination Gross Rentals Gross Earnings Deductible Alternate Deductible Museum London Deductible Alternative Deductible Other (describe) Term | YES / NO \$ \$ \$ \$ \$ \$100,000. \$250,000. \$25,000. \$ years | ANNUAL PREMIUM (excluding PST) \$ (all expenses including adjusting expenses) (all expenses incl. adjusting expenses) \$ | |
| EDILER & MACHINERY Limit of Liability Water Damage Expediting Expenses Extra Expense Professional Fees Contamination Gross Rentals Gross Earnings Deductible Alternate Deductible Museum London Deductible Alternative Deductible Other (describe) Term | YES / NO \$ \$ \$ \$ \$ \$100,000. \$250,000. \$25,000. \$ years | ANNUAL PREMIUM (excluding PST) \$ | Plan South |

| | COVERAGE | | ANNUAL PREMIUM (excluding PST) | | | |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-------------------------------------------------|-------------|--|--|
| 8. | CRIME INSURANCE | | \$ | | | |
| 0. | Employee Dishonesty Loss Inside Premises Loss Outside Premises Money Orders & Counterfeit Currency Depositors Forgery Computer Fraud & Funds Transfer Fraud Credit Card Forgery Theft of Telecommunications Services Audit Expenses Sub-Limit — auctions Other: | *** | Φ | | | |
| | Deductible | \$10,000. (all expenses incl. adjusting | ng expenses) | | | |
| | Term | years | | | | |
| | NAME OF INSURER(S): | | | | | |
| | | A. M | . Best rating(s) | | | |
| | COVERAGE | | ANNUAL PREMIUM (excluding PST) | | | |
| 9. | BROKER / ADMINISTRA (if applicable) | TIVE FEES | \$ | | | |
| | Examples of such services are services that your firm may prove | indicated below. Identify costs for exide. | ach type of service, if applicable, and describ | e any other | | |
| | Broker / administrative fees: | | Annual Fee \$ | | | |
| | Other Services: (describe) | | \$ | | | |
| 10. | RISK MANAGEMENT SE (if applicable) | RVICES | \$ | | | |
| | Examples of such services are indicated below. Identify costs for each type of service, if applicable, and describe any other services that your firm may provide. | | | | | |
| | Loss prevention inspections: | No. per year | Fee | | | |
| | Risk management training: | No. per year | Fee | | | |
| | Loss history review / projections | s: No. per year | Fee | | | |
| | Other: | No. per year | Fee | | | |
| | Other: | No. per year | Fee | | | |