



REQUEST FOR PROPOSAL

RFP 2021-03
August 25, 2021

General Insurance Brokerage Services

City of Duncan, Finance Department
Attention: Bernice Crossman, Director of Finance
200 Craig Street,
Duncan, BC, V9L 1W3

Submission Deadline: Monday, September 27, 2021 4:00 pm

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REQUEST FOR PROPOSAL
RFP PROGRAM TITLE: General Insurance
Brokerage Services

DEFINITIONS

“CoD” means the City of Duncan.

“PROPONENT” means the responder to this RFP.

“PROPOSAL” means a proposal to carry out the Work submitted by a Proponent in response to this RFP.

“RFP” means this Request for Proposal.

1.0 - INTRODUCTION

1.1 PURPOSE

The purpose of this Request for Proposal is to select a qualified and experienced Insurance Broker to supply insurance brokerage services on behalf and for the benefit of the CoD. Such services are, but are not limited to:

1. Property insurance for buildings, contents, and mobile equipment.
2. Boiler & Machinery Breakdown
3. Crime
4. Accidental Death & Dismemberment for Mayor & Councillors

On a project specific basis, the CoD occasionally requires:

1. Wrap-Up Liability
2. Builder’s Risk

The CoD is a member of the Municipal Insurance Association of BC for its General and Public Officials’ Liability Insurance Coverage.

The CoD and the selected Insurance Broker will form a strong working relationship to:

- a) Provide expertise and make recommendations with respect to insurers, existing coverages, premiums, exposures, terms and conditions, and limits.
- b) Act as a broker for marketing and placement of new and renewal insurance policies.
- c) Issue timely policies and endorsements from insurers.
- d) Review insurance policy wordings to determine compliance with agreed upon terms and conditions.
- e) Facilitate all claims with insurance companies and assist in advocating for the CoD on any disputed or problem claim.
- f) Provide insurance expertise, evaluation of market options, and make recommendations with respect to any options.
- g) Provide advice with respect to insurance coverage for special circumstances and if required, procure any required policies in a timely manner.

The City of Duncan does not want, nor is authorizing proponents to approach any insurers on its behalf as part of this Request for Proposal process. Any proponent that approaches or contacts any insurer(s) will be disqualified.

2.0 - INSTRUCTIONS TO PROPONENTS

2.1 SUBMISSION OF PROPOSALS

Option 1 - Mail:

The Proposal and its envelope should be clearly marked with the name and address of the Proponent and the RFP program title. The sealed envelope should be addressed to the following:

Bernice Crossman, Director of Finance
City of Duncan
200 Craig Street
Duncan, BC V9L 1W3
Phone No. 250-746-6126

Option 2 – Email:

The subject line should read RFP SUBMISSION – PROPERTY INSURANCE RFP2021-03. Please ensure you receive a confirmation email back as the CoD does not accept responsibility for emails not received. If a confirmation email is not received within 24- hours, please contact the Director of Finance. Sufficient time should be left prior to closing to ensure that the email was received, and to resubmit before closing if a problem occurs. The email address for submission is as follows:

bernice@duncan.ca

Proposals must be received on or before the **Closing Time** of:

TIME: 4:00 pm (local time)

DATE: Monday, September 27, 2021

Proposals will be accepted until the Closing Time specified. It is the Proponent's sole responsibility to ensure its Proposal is received at the address set out above by the Closing Time.

Proponents wishing to make changes to their Proposals after submission but prior to the Closing Time may do so by submitting the revisions by fax, email, or hard copy. It is the Proponent's sole responsibility to ensure the revisions are received by the CoD prior to the Closing Time.

2.2 INQUIRIES

Proponents shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions, and limitations which may affect their Proposal submission. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Proponents finding discrepancies or omissions in the Contract or RFP or having doubts as to the meaning or intent of any provision, should immediately notify the above listed project contact. If there are any changes, additions, or deletions to the Proposal scope, conditions, or closing date, Proponents will be advised by means of an Addendum issued by CoD. All Addenda are to become part of the Proposal Documents and receipt of Addenda should be acknowledged by the Proponent in the submission.

Verbal discussion between CoD Council or staff and a Proponent shall not become a part of the RFP or modify the RFP unless confirmed by written Addendum.

3.0 - GENERAL TERMS OF PROPOSAL PROCESS

3.1 PROPOSAL PREPARATION COSTS

All expenses incurred by the Proponent in preparation and submission of this Proposal are to be borne by the Proponent, with the express understanding that no claims for reimbursements against CoD will be accepted. CoD shall not be responsible for any costs involved in or associated with any meetings, discussion, or negotiation following submission that could lead to acceptance of the Proposal and award of a contract.

3.2 PROPOSAL EVALUATION

CoD recognizes that “Best Value” is the essential part of purchasing a product and/or service and therefore CoD may prefer a Proposal with a higher price, if it offers greater value and better serves CoD’s interests, as determined by CoD, over a Proposal with a lower price.

CoD, at its sole discretion, reserves the right to:

- Reject any or all Proposals whether complete or not;
- Reject any Proposal it considers not in its best interests;
- Waive any minor irregularity or insufficiency in the Proposal submitted;
- Not be liable for misunderstandings or errors in the Request for Proposals;
- Issue addenda to the Request for Proposals;
- Contact references provided by the Proponents;
- Retain independent persons or contractors for assistance in evaluating Proposals;
- Request points of clarification to assist CoD in evaluating Proposals;
- Negotiate changes with the successful Proponent; and
- Withdraw the Request for Proposal.

3.3 PROPOSAL PRESENTATION

CoD reserves the right to request one or more of the Proponents whose submissions are of particular interest to CoD, to make oral presentations to CoD.

3.4 PROPOSAL CONFIDENTIALITY AND PROPRIETARY INFORMATION

All submissions become the property of CoD and will not be returned to the Proponent. CoD will consider all Proposals submitted as confidential but reserves the right to make copies of all Proposals received for its internal review and for review by its financial, accounting, legal, and technical consultants.

Proponents should be aware that CoD is a “public body” as defined in and subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

If the Proponent believes any of the information requested in this RFP and provided by them is confidential, then they should identify it as such and provide a rationale as to why it should not be released under “Freedom of Information” legislation.

The rationale for keeping information confidential under this legislation includes:

- a) Trade secrets of the Proponent;
- b) Financial, commercial, scientific, or technical information, the disclosure of which could reasonably be expected to result in material financial loss or gain or could reasonably be expected to prejudice the competitive position of the Proponent; or
- c) Information the disclosure of which could be reasonably expected to interfere with contractual or other negotiations of the Proponent.

3.5 CONFLICT OF INTEREST

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with CoD, its elected or appointed officials or employees, any property ownership direct or indirect in the jurisdiction. CoD may rely on such disclosure.

3.6 NO COLLUSION

Except as otherwise specified or as arising by reason of the provision of the contract documents, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the Proposal.

3.7 LITIGATION

Proponents who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against CoD in connection with any contract for works or services, may be considered ineligible Proponents. Receipt of Proposals from such Proponents may be disqualified from the evaluation process.

3.8 NO CONTRACT

This RFP is not a tender and does not commit CoD in any way to select a preferred Proponent. By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contractual, tort or other legal obligation of any kind is formed under or imposed on CoD by this RFP or submissions prior to the completed execution of a formal written Contract.

3.9 ACCEPTANCE OF PROPOSAL

The acceptance of a Proposal will be made in writing from CoD and will be addressed to the successful Proponent at the address given in the submitted Proposal. Following acceptance and approval to proceed with the Proposal, the Proponent is expected to enter into a three-year agreement with CoD to perform the works or services set out and agreed upon in the Proposal.

3.10 PROPOSAL CONTENT

Content to be included in the Proposal, but not limited to:

Capabilities and Experience

- a) Provide complete details regarding your firm including, but not limited to, background, history, type of company (public or private), and size (employees and financials).
- b) Provide details of your firm's commitment to providing service to the public sector including your firm's qualifications and experience in serving local governments.
- c) A significant part of the CoD's insurance program is its property insurance coverage. Please provide details on your firm's ability to provide the CoD with manuscript property insurance wordings. Confirm the number of insurers that have agreed to provide insurance to municipalities using your manuscript property insurance wordings.
- d) Provide information about your firm's access and leverage with the insurance markets.

- e) The CoD is a member of the Municipal Insurance Association of BC for its Liability Insurance Coverage. Please provide details of your firm's experience in providing liability insurance coverage to local governments in British Columbia.
- f) Provide complete details of the Account Executive and who will back up the Account Executive during absences including, but not limited to, qualifications, experience, awards, memberships, and certifications who will be assigned to the CoD's account. Provide examples of the Account Executive's successful past performance with accounts like the CoD's.
- g) Provide complete details of the Support Team including, but not limited to, roles, qualifications, and experience assigned to support the Account Executive and the CoD's account.

Methodology

- a) Describe your process for marketing and placement of new and renewal insurance policies.
- b) Describe in detail your approach to managing the CoD's account.
- c) Provide details on how your firm will provide the best value for the CoD. Include any creative, unique, and innovative ideas that have been implemented with other clients that are like the CoD.
- d) Advise what assistance your firm is willing to make available to assist the CoD in compiling accurate information for the underwriters.
- e) Describe how the CoD will be provided with complete copies of all policies and endorsements and how you plan to communicate the coverages with the CoD to ensure understanding.
- f) Detail the types of reports and frequency you plan to provide the CoD in the normal course of business.
- g) Provide any other information you deem appropriate to support why the CoD should select your firm.

Claims Support

- a) Detail how the CoD's account will be serviced by your firm in the event of an insurance claim.
- b) Detail how the CoD will be supported by your firm in the event of a claims dispute with the insurer(s).

Compensation Structure

- a) Outline in detail proposed basis of remuneration. The CoD is willing to consider compensation either on a commission or a fixed fee for services basis.
- b) Advise how long compensation is firm and any escalators.

References

- a) Provide three (3) current references complete with company name, contact, phone number, and email address that the CoD can contact. The CoD would prefer the references be other municipal clients. If none, provide other public sector clients.