



REQUEST FOR PROPOSALS

RFP# P-2017-02

WWW.KHCAS.ON.CA

INSURANCE BROKERAGE SERVICES

Issue Date: Tuesday, December 5, 2017

Closing Date: Wednesday, December 27, 2017 at noon local time

Submit to: Kawartha-Haliburton Children's Aid Society
FINANCE DEPT.
1100 Chemong Road
Peterborough, Ontario K9H 7S2

The lowest price of any proposal or any part of any proposal not necessarily accepted.

The Kawartha-Haliburton Children's Aid Society shall not be obligated in any manner to any supplier whatsoever until a written agreement has been duly executed with a supplier.

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1. PART 1 – GENERAL INFORMATION

1.1. Invitation to Proponents

This Request for Proposals (“RFP”) is an invitation to submit proposals for the delivery of **Insurance Brokerage Services**, as further described in Part 2 – The Deliverables (the “deliverables”). This RFP is issued by Kawartha-Haliburton Children’s Aid Society. (hereinafter called “KHCAS” or “the Society”). The successful proponent will be a qualified service provider possessing the expertise and resources to meet the “deliverables” during the term of the Agreement.

1.2. Overview of the Kawartha-Haliburton Children’s Aid Society

The Society is an Ontario corporation operating as a registered Charity, whose principal mandate is to protect the children and youth in its catchment area from abuse and neglect. Its catchment area consists of the Cities of Peterborough and Kawartha Lakes and the Counties of Peterborough and Haliburton. Principal funding is provided by the Province of Ontario as determined by a Funding Framework based on service volumes. Under the provisions of the Child and Family Services Act, the Ministry of Children and Youth Services of Ontario (the “Ministry”) contracts with the Society as a transfer payment agency for the delivery of legislated Child Welfare Services. It operates at arm’s length from the Ministry and is governed by an independent volunteer Board of Directors. This structure allows for accountability to the Ministry with a degree of operational autonomy. The Board of Directors consists of members representing a cross section of disciplines necessary for effective governance.

On average, the Society receives reports and opens 3,200 cases each year, 55% of which require a full investigation. The Society maintains protection involvement with about 500 families on an ongoing basis at any one time. The Society provided residential care for about 225 children on average over the last five years as well as care for some children placed by other societies in our foster homes. The Society prefers to place children in its family based care, primarily within its 135 foster homes. Where the Society does not have sufficient appropriate resources, placements may be made to privately operated foster homes and in privately operated group homes. The Society employs approximately 200 staff and has approximately 90 volunteers, delivering services from its main office in Peterborough and from facilities in Lindsay and Haliburton. The services of the Society include, but are not limited to, the following key services:

- Child protection services
- Kinship Services
- Child in care services
- Legal services
- Continued care and support for youth and young adults
- Adoption services
- Volunteer support services
- Foster and Kinship care services

For a more detailed overview of the mandate of the Society and its programs and services, please visit our website at www.khcas.on.ca.

1.3. Type of Contract for Deliverables

The selected service provider will be required to enter into an agreement with the Society for the provision of the deliverables in the form attached as Appendix A to this RFP. The intent is to enter into the Form of Agreement attached as Appendix A to this RFP with only one (1) service provider for the services described in this RFP, however, the Society reserves the right to award the services in their entirety or on a component basis depending on the results of the RFP. The use of sub-Brokers by the proponent is prohibited under the terms of the agreement. The term of the agreement is to be for a period of three (3) years. At its option, the Society may extend the agreement on the same terms and conditions for an additional term of up to two (2) years by providing notice **90 days** prior to the last day of the contract period.

The agreement must be executed within five (5) business days of being awarded the contract.

A service provider who submits conditions, options, variations or contingent statements to the terms set out in the Form of Agreement, either as part of its proposal or after receiving notice of selection, may be disqualified.

1.4. Definitions

“RFP” means the Request for Proposals dated December 5, 2017 for Insurance Brokerage Services reference number RFP# P-2017-02 issued by Kawartha-Haliburton Children’s Aid Society for the Deliverables and any addenda to it.

“Deliverables” means everything developed for or provided to the Society during performing under the Contract or agreed to be provided.

“Agreement” means the Contract entered into by the Society for the provision of the deliverables and any addenda thereto.

“Addendum” or “Addenda” means further additions, deletions or modifications or other changes to the RFP.

“KHCAS Contact” means: Leo Cook

lcook@khtcas.on.ca

“Proponent” means an individual, sole proprietorship, corporation, partnership, joint venture, incorporated consortium or consortium that is a partnership or other legally recognized entity which submits a Proposal in response to this RFP.

“Proposal” means the proposal submitted by the Proponent in response to this RFP and the Proponent’s responses to any clarification questions asked by the KHCAS contact.

1.5. Contract Period

The proponent must be willing to contract for the period beginning on or about February 1, 2018 continuing until March 31, 2021. The Society has the option to extend this agreement by providing a notice of extension to the incumbent no later than January 15, 2021.

We anticipate that the broker selection process will be completed by January 26, 2018. Immediately following the selection process, the Society's insurance requirements will be available to the successful broker for their review and comments. Between February 2, 2018 and February 28, 2018, the successful Broker is expected to work closely with Society staff to finalize the underwriting specifications and receive responses from Insurers.

2. PART 2 – THE DELIVERABLES

2.1. General

The Society is seeking proposals from qualified insurance brokers to market and obtain comprehensive insurance coverage, specifically an integrated risk policy, and provide a wide range of insurance and risk management services to Society as detailed in the Appendix G – Scope of Services. The Society seeks to establish a stable, long-term relationship with a brokerage firm and Insurer(s). The successful proponent must demonstrate it has full access to the entire insurance marketplace, and related services.

The qualified Broker will have a proven track record of providing comparable insurance programs and will have a demonstrated capacity for providing innovative service solutions. The Broker shall be qualified in the public entity market, and will serve as the Broker of Record for the Society.

The successful proponent would be expected to approach all large risk insurers to provide proposals for the Society's insurance requirements at the most reasonable premium cost. The Agency's insurance policy must be effective from April 1st to March 31st each year. It will be reviewed and renewed annually.

2.2. Mandatory Requirements

2.2.1. Licensing and Insurance

The successful proponent must provide evidence of licensing to transact business as an insurance broker in the Province of Ontario.

2.2.2. Access to Insurance Markets

The successful proponent must provide evidence that it has access to broader insurance markets to meet the needs of the Society. Any proponent whose only access to insurance markets to meet the needs of the Society is through a managing general agent will not have met the mandatory requirements.

2.2.3. Evidence of Insurance

The successful proponent will maintain Errors and Omissions insurance coverage to a limit not less than an annual aggregate of \$5,000,000. Such insurance shall provide coverage for all errors and omissions made by the proponent, its partners, officers, directors and employees.

2.2.4. Form of Proposal

2.2.4.1. Proposals received by fax or email will be disqualified.

2.2.4.2. Proposals must be in ink. Pencil notations or erasures will result in disqualification.

2.2.4.3. The entire content of the proponent's proposal should be submitted in a fixed form and the content of web sites or other external documents referred to in the proponent's proposal will not be considered to form part of its proposal.

- 2.2.4.4.** A proposal containing conditions or variation or contingent statements that are contrary to or inconsistent with the terms set out in the RFP may be disqualified.
- 2.2.4.5.** All documentation must be prepared in English.
- 2.2.4.6.** Where information is requested, any response made in a proposal should reference the applicable section numbers of this RFP where that request was made.
- 2.2.4.7.** It is mandatory that the proposal be submitted in one container affixed with the Proposal Return Label (Appendix F). Within the container, the proponent will provide as follows:
- One copy of each of the mandatory documents listed in Section 2.2.5, with original signature where required
 - two copies of the business case described in Section 2.3.
 - the Form of Offer (Appendix B) in a separately sealed envelope.

2.2.5. Mandatory Documents

The following **mandatory** documents must be completed and inserted in the proposal:

- a) A Certificate of insurance as described in Appendix A
- b) Signed Statement by the Proponent (Appendix C)
- c) Signed Declaration of No-Conflict of Interest (Appendix D)
- d) Completed Reference Form (Appendix E)
- e) Accessible Customer Service Training (Appendix I)

Other than completing the forms, the proponent may not alter the content of these documents. In doing so, the proponent may be disqualified.

2.3. BUSINESS CASE

2.3.1. Proponent's Organization

A proponent will provide information to support their qualifications. Without limiting the generality of the foregoing, a proponent will need to provide the following information:

- 2.3.1.1.1. State the length of time your firm has been in business and briefly describe its history.
- 2.3.1.1.2. Provide an organizational chart and description of all entities controlling, controlled by, or in common control with your brokerage firm.
- 2.3.1.1.3. Provide the dollar value of annual premiums for clients served in Canada and in Ontario, broken down by industry classification. If you have served the child welfare sector or related not for profit social services agencies, please show the totals for these separately.
- 2.3.1.1.4. Describe the scope of insurance programs managed by your brokerage firm (highlight integrated risk solutions, municipal and transit programs, include limits and deductibles, coverage written, etc.)
- 2.3.1.1.5. Describe your organization's experience in providing service to non-profit entities in particular, human service organizations and other child welfare organizations. Complete Appendix E of this RFP providing contact information for three entities for whom you provide insurance brokerage services. THE SOCIETY

RESERVES THE RIGHT TO CONTACT THESE ENTITIES TO CONDUCT REFERENCE CHECKS.

- 2.3.1.6. Confirm your ability to provide all lines of coverage on an integrated risk basis, as identified in the Scope of Services (Appendix G).
- 2.3.1.7. Provide a current completed certificate of insurance
- 2.3.1.8. Provide evidence of current good standing with WSIB Ontario
- 2.3.1.9. The original business case must bear an **original signature** of a principal of the proponent who has the authority to bind the proponent.

2.3.2. Proposed Client Team

- 2.3.2.1. The Proponent will identify key members of the team who would service the Society's account in the event the proponent is successful. For each key member, the proponent will provide a curriculum vitae describing the employee's education, experience, professional qualifications, responsibilities in the proponent's organization and relevant experience in managing insurance for governmental and not for profit organizations like a Children's Aid Society.
- 2.3.2.2. The Proponent will provide a communications plan for delivery of services to the Society and will identify the location of operations of the account team. Proponents will be awarded points for ease of accessibility to your staff and their ability to engage in providing on site service and respond to the needs of Society management in a short period of time.

2.3.3. Underwriting Plan

- 2.3.3.1. The proponent will identify the insurance markets that would be approached and would confirm the ability of each insurer's ability to provide liability insurance coverage on an integrated risk program. The proponent will evaluate the financial strength, claim payment record and reputation of each proposed insurer.
- 2.3.3.2. The proponent will disclose any exclusivity or financial incentive arrangement that the proponent has or may have with the insurer.
- 2.3.3.3. The proponent will describe how it will market the Society's risk business to ensure openness and transparency and all proposed timelines for placement of risk with the insurer.
- 2.3.3.4. The Proponent will describe the services which will be provided under this proposal including:
 - 2.3.3.4.1. Updates on insurance trends relating to the risks applicable to the services and business activities of the Society.
 - 2.3.3.4.2. Trends in the financial stability of insurers and the insurance markets.
 - 2.3.3.4.3. Claims and loss monitoring and reporting for the Society and comparison to similar entities.
 - 2.3.3.4.4. Annual review of the program including the preparation of a "Stewardship Report".
 - 2.3.3.4.5. Annual risk evaluation of Society property and services.
 - 2.3.3.4.6. Proposed methodology for evaluation of Broker's performance.
 - 2.3.3.4.7. Advice, consultation and/or training Society's staff or insured persons under an insurance arrangement.
 - 2.3.3.4.8. Assistance in the preparation of contract terms with respect to risk avoidance.

2.3.4. Value Added Services and Innovative Solutions

The Society would consider solutions in addition to conventional insurance programs to effectively mitigate the exposures related to its operations and the services it provides. The proponent is invited to provide pertinent information relative to but not referred to above or any other added value that the Society might consider in its evaluation of the proposals including custom designed insurance program, alternative risk financing programs. Please identify if any of these have been specifically applied to the child welfare sector and how your organization's experience contributed to putting forward this suggestion.

2.4 CONTRACT PRICE (in completing Appendix B)

- 2.4.1 Prices must be quoted in Canadian dollars separately disclosing applicable taxes and duties.
- 2.4.2 Prices quoted by the proponent shall be all inclusive and shall include all labour and materials, travel and carriage costs, insurance costs and all other overhead including but not limited to any fees or other charges required by law.
- 2.4.3 The selected broker will be compensated by payment of a fixed service fee paid by the Society, which will not be tied to a direct commission rate based on insurance premiums. The Broker must not accept any other compensation received from any insurer directly attributable to the Society's business.
- 2.4.4 Use Appendix B- Form of Offer that is attached for this purpose, and return in a separately sealed envelope with your submission. Also provide a proposed annual payment schedule based on defined milestones or deliverables.

3. PART 3 – EVALUATION OF PROPOSALS

3.1. Stages of Proposal Evaluation

3.1.1. Stage I

Stage I will consist of a review to determine which proposals comply with all the mandatory requirements. Proposals, which do not comply with all the mandatory requirements will be disqualified and not evaluated further.

3.1.2. Stage II

The maximum possible score awarded from evaluating the business case and checking references is **60 points**. Stage II will consist of a scoring the business case based on the requested information as outlined in Section 2.3.

3.1.3. Stage III

The maximum possible score for pricing is **40 points**. The sealed pricing envelope provided by each proponent who attained or exceeded a minimum score in Stage II will be opened. Stage III will consist of a scoring of the pricing submitted based on the following formula:

Each qualifying proponent will receive a percentage of the total possible points allocated to Stage III by dividing that proponent's price into the lowest bid. For example, if the lowest bid price is \$500.00, that proponent receives 100% of the possible points ($500/500=100\%$), a

proponent who bids \$750.00 receives 67% of the possible points ($500/750=67\%$) and a proponent who bids \$1000.00 receives 50% of the possible points ($500/1000=50\%$)

3.1.4. Cumulative Score

After Stage III, scores from Stage II and Stage III will be combined into a cumulative score. The highest scoring proponent will be selected to enter into the Form of Agreement attached as Appendix A to this RFP in accordance with Part 4. In the event of a tie involving the incumbent, the incumbent will receive the award. In any other event involving a tie, the Finance Director will award the contract.

4. PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 General Information and Instructions

4.1.1 Expected Timetable

Date of Issue:	Tuesday, December 5, 2017
Proponent's deadline for questions:	Wednesday December 13, 2017 4:00 pm Peterborough, ON (Local time)
Society to post replies by way of Addendum on the Society Website:	Monday, December 18, 2017 4:00 pm Peterborough, ON (Local time)
Closing Date	Wednesday, December 27, 2017 Noon, Peterborough, ON (Local time)

Proposals are Irrevocable after the closing date for 120 days.

The RFP timetable is tentative and may be changed by the Society in its sole discretion at any time prior to the proposal submission deadline.

4.1.2 Obtaining RPF Documents

This RFP is available through the Society Website – khas.on.ca (About Us / Procurement/ Current opportunities).

4.2. Technical Instructions to Proponents

4.2.1. Requirement to Read and Understand RPF

By submitting a proposal, a proponent represents that he/she has read, understands and accepts the terms and conditions of the RFP in full and is deemed to confirm that it has prepared its proposal with reference to all the provisions of the Form of Agreement attached at Appendix A and has factored all the provisions of Appendix A, including insurance requirements, into its pricing assumptions and calculations and into the proposed costs indicated on the Form of Offer. All provisions of this RFP are deemed to be accepted by each proponent and incorporated into each proponent's proposal.

4.2.2 Proponents to bear own costs

The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal.

4.2.3 Information in RFP Only an Estimate

No representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda is made. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general size of the work. It is the proponent's responsibility to avail itself of all the necessary information to prepare a proposal in response to this RFP.

4.2.4 Conflict of Interest

4.2.4.1 The Society defines that an individual who is currently receiving services of the Society or who has received services within the preceding twelve months is in a conflict of interest. It further defines that any individual who has outstanding litigation with the Society is in a conflict of interest. The proponent is completely responsible for insuring that any individual representing the proponent who may have contact with Society staff or premises does not have a conflict of interest with the Society.

4.2.4.2 Each proponent must declare and warrant that it has no Conflict of Interest. If at the sole and absolute discretion of the Society the proponent is found to be in Conflict of Interest, the Society may, in addition to any other remedies available at law or in equity, disqualify the proposal submitted by the proponent and/or terminate any agreement it has entered into with the Proponent without penalty.

4.2.5 Misrepresentations

The Society, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any Contract awarded to a proponent if the Society determines that the proponent made a misrepresentation or submitted any inaccurate or incomplete information in the Form of Offer.

4.3 Communication After Issuance of RFP

4.3.1 Proponents to Review RFP

4.3.1.1 Proponents shall promptly examine all the documents comprising this RFP and:

4.3.1.1.1 shall report any errors, omissions or ambiguities; and

4.3.1.1.2 may direct questions or seek additional information in writing by e-mail on or before the Proponent's Deadline for Questions to the KHCAS contact set out at Section 1.4 of this RFP.

4.3.1.2 All questions submitted by proponents by e-mail to the KHCAS Contact shall be deemed to be received once the e-mail has entered the KHCAS Contact's e-mail inbox. No such communications are to be directed to anyone other than the KHCAS Contact. The Society is under no obligation to provide additional information but may do so at its sole discretion.

4.3.1.3 It is the responsibility of the proponent to seek clarification from the KHCAS Contact on any matter it considers to be unclear. The Society shall not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

4.3.2 All New Information to Proponents will be provided by way of Addenda on the Society Website <https://www.khcas.on.ca> (About Us/ Procurement/Current Opportunities)

- 4.3.2.1** This RFP may only be amended by an addendum in accordance with this section. If the Society, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addenda by way of its Website (www.khcas.on.ca).
- 4.3.2.2** Each addendum shall form an integral part of this RFP. Such addenda may contain important information including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Society.
- 4.3.2.3** In the space provided in the Form of Offer, proponents shall confirm their receipt of all addenda by setting out the number of each addendum in the space provided in the Form of Offer.
- 4.3.3** **Post-Deadline Addenda and Extension of Closing Date**
If any addendum is issued after the Deadline for Issuing Addenda, the Society may at its discretion extend the Closing Date for a reasonable amount of time.

4.4 Submission of Proposals

- 4.4.1** **Proposals Must Be Submitted On Time at Prescribed Location**
Proposals must be submitted at the location set out above on or before the closing date and time. Proposals submitted after this point in time will be deemed late, disqualified and returned to the proponent. The Society clock at the prescribed location for submission shall govern.
- 4.4.2** **Amending or Withdrawing Proposals Prior to Closing Date**
At any time prior to the Closing Date, a proponent may amend or withdraw a submitted proposal. The right of proponents to amend or withdraw includes amendments or withdrawals wholly initiated by proponents and amendments or withdrawals in response to subsequent information provided by addenda. Any amendment should clearly indicate what part of the proposal the amendment is intending to replace.
A notice of amendment or withdrawal must be sent to the address set out on the Proposal Return Label prior to the Proposal Submission Deadline and must be signed by an authorized representative. The Society is under no obligation to return amended or withdrawn proposals.
- 4.4.3** **Proposal to be Retained by the Society**
The Society will not return the proposal or any accompanying documentation submitted by a proponent.
- 4.4.4** **Consent to Release Information**
Where an award is made, the proponent agrees and consents to the publishing and disclosure of the proponent's name and the amount of the award.

4.5 Execution of Agreement, Notification and Debriefing

4.5.1 Selection of Proponent

The Society anticipates selecting a proponent within ten (10) calendar days of the Closing Date. Notice of selection to the selected proponent will be in writing. The selected proponent shall execute the Agreement in the form attached as Appendix A to this RFP and satisfy any other applicable conditions of this RFP within five (5) calendar days of notice of selection. This provision is solely to the benefit of Society and may be waived at its sole discretion.

4.5.2 Failure to Enter Into an Agreement

In addition to other remedies, if a selected proponent fails to execute the Agreement or satisfy any other applicable conditions within five (5) calendar days of notice of selection, the Society may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that proponent and proceed with the selection of another broker.

4.5.3 Notification to Other Proponents of Outcome of Procurement Process

If the Society enters into an agreement arising from this RFP process, all unsuccessful proponents will be notified in writing of the outcome of the procurement process, including the name of the successful proponent and the award.

4.5.4 Debriefing

Proponents may request a debriefing after receipt of a notification of award. All requests must be in writing to KHCAS Contact and must be made within thirty (30) days of notification of award. The intent of the debriefing information session is to provide information not bid specific on the selection process. Any debriefing provided is not for providing an opportunity to challenge the procurement process.

4.5.6 Bid Dispute

An unsuccessful proponent may dispute the process as not being open and fair, by lodging a written complaint with the Director of Finance within 72 hours of being notified of the results. The complaint must contain specifics of the violation(s) of open and fair practices. The proponent's bid deposit will be withheld pending resolution in their favour.

4.6 Prohibited Communications, Confidential Information and FIPPA

4.6.1 Prohibited Proponent Communication

The Proponent shall not engage in any Conflict of Interest communications and should take note of the Conflict of Interest declaration set out in Appendix D.

4.6.2 Proponent is Not to Communicate with Media

A proponent may **not** at any time directly or indirectly communicate with the media in relation to this RFP or any contract awarded pursuant to this RFP without first obtaining the written permission of the Society.

4.6.3 Confidential Information

All information provided by or obtained from the Society in any form regarding this RFP either before or after the issuance of this RFP is the sole property of the Society and must be treated as confidential. It is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract. It must not be disclosed without prior written authorization from the Society and shall be returned by the proponents immediately upon the request.

4.6.4 Freedom of Information and Protection of Privacy Act

4.6.4.1 The Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31, as amended, applies to information provided to the Society by a proponent. A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Society. The confidentiality of such information will be maintained by the Society, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis to Society advisers and retained for evaluating or participating in the evaluation of their proposals.

4.6.4.2 By submitting any Personal Information requested in this RFP, proponents are agreeing to the use of such information as part of the evaluation process, for any audit of this procurement process and for contract management purposes. Where the Personal Information relates to an individual assigned by the successful proponent to provide the Deliverables, such information may be used to compare the qualifications of such individual with any proposed substitute or replacement in accordance with the Performance by Specified Individuals Only paragraph of the Form of Agreement. If a proponent has any questions about the collection and use of Personal Information pursuant to this RFP, questions are to be submitted to the KHCAS Contact in accordance with the Bidders to Review RFP section.

4.7 Reserved Rights and Governing Law (section 4.7.1 intentionally excluded)

4.7.2 The Society reserves the right to:

4.7.2.1 make public the names of any or all proponents;

4.7.2.2 request written clarification or request the submission of supplementary written information in relation to the clarification request from any proponent and incorporate a proponent's

- response to that request for clarification into the proponent's proposal;
- 4.7.2.3** assess a proponent's proposal based on information provided by references including the proponent's past performance as provided by references;
- 4.7.2.4** assess information provided by a proponent pursuant to the Society exercising its clarification rights under this RFP process; or
- 4.7.2.5** assess other relevant information that arises during this RFP process;
- 4.7.2.6** waive formalities and accept proposals which substantially comply with the requirements of this RFP;
- 4.7.2.7** verify with any proponent or with a third party any information set out in a proposal;
- 4.7.2.8** check references other than those provided by any proponent;
- 4.7.2.9** disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
- 4.7.2.10** disqualify any proponent or the proposal of any proponent who has engaged in conduct prohibited by this RFP;
- 4.7.2.11** make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- 4.7.2.12** select any proponent other than the proponent whose proposal reflects the lowest cost or the highest score;
- 4.7.2.13** cancel this RFP process at any stage;
- 4.7.2.14** cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- 4.7.2.15** accept any proposal in whole or in part or reject any or all proposals; and
- 4.7.3** These reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances.
- 4.7.4** The Society shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any proponent or any third party resulting from the Society exercising any of its express or implied rights under this RFP.
- 4.7.5** By submitting its proposal, the proponent authorizes the Society to collect the information set out in this RFP.
- 4.7.6** Any proposal in whole or in part may not necessarily be accepted.
- 4.7.7** The Society shall not be obligated in any manner to any proponent whatsoever until a written agreement has been duly executed with a supplier.
- 4.7.8** This RFP process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.



APPENDIX A – ANTICIPATED FORM OF AGREEMENT

Kawartha Haliburton Children's Aid Society Insurance Brokerage Services

AGREEMENT made this _____ day of _____, 2018

BETWEEN:

THE KAWARTHA –HALIBURTON CHILDREN'S AID SOCIETY

(The "Society")

And

INSERT NAME OF SERVICE PROVIDER

(The "Broker")

WHEREAS the Society has accepted the Proposal submitted by the Broker dated _____ 2017, to provide Insurance Brokerage Services for the Society

in the Request for Proposal No. **P-2017-02**, which is attached hereto as Schedule 1. (hereinafter referred to as the "RFP");

AND WHEREAS the Broker agrees to provide the said Insurance Brokerage Services in accordance with the terms, conditions of the RFP and their proposal submitted in response to the RFP.

NOW THEREFORE THIS CONTRACT WITNESSETH that in consideration of the terms and conditions hereinafter set forth, the parties hereto agree as follows:

DEFINITIONS

Contract Documents – shall consist of and shall have priority in the following order:

- this Agreement,
- any addenda issued in respect of the Request for Proposal (RFP) by most recent date of issue
- the Request for Proposal (RFP), and
- the Proponent's Proposal

TERMS AND CONDITIONS

1. The Broker shall provide services as outlined and specified in the RFP and the Broker's proposal submitted to the Society.

2. The RFP, all addenda issued, the Broker's Proposal, and this Contract and all the terms and conditions contained therein constitute the Contract Documents.

3. **DURATION**

The Contract shall continue in force for a period of THREE (3) years, commencing on or about February 1, 2018, and expiring on March 31, 2021. The Society may at its sole discretion exercise an option to extend the Contract for a further two (2) year period, until March 31, 2023, provided that:

- a) the Broker is not in breach of any of their obligations contained in the Contract Documents;
- b) Society staff obtain budget funds to extend the Contract;
- c) the Broker can meet any change in the Society's requirements concerning the services contracted for;
- d) the Broker has consistently maintained an acceptable level of service; and
- e) the parties agree on the rate of compensation for the fourth and fifth year. In the event that the Society exercises its option under this Article, it shall use its best efforts to inform the Broker at least sixty (60) calendar days before March 31, 2021.

4. **PAYMENT**

The total contact price shall not exceed the total amount of \$ _____. The Society shall pay compensation to the Broker for the performance of the Work specified in the Contract Documents. The Broker agrees to receive payment by way of monthly electronic transfer of funds and will provide the Society with all necessary information to effect this mode of payment. Any change of bank information will be communicated in writing to the Society's Supervisor of Financial Services 5 business days in advance of the effective date of such change. All financial transactions involving the parties of this agreement will take place in Canadian Dollars (CAD). The payment schedule for services involving this agreement will be as follows:

- a) During the year commencing on February __, 2018 to March 31, 2019 the amount of \$---,-- ,---, payable in equal monthly installments of \$--, ----,-- per month;
- b) During the year commencing on April 1, 2019 to March 31, 2020 the amount of \$---,---,---, payable in equal monthly installments of \$--, ----,-- per month;
- c) During the year commencing on April 1, 2020 to March 31, 2021 the amount of \$---,---,---, payable in equal monthly installments of \$--, ----,-- per month;

Payment shall occur within 30 days of receipt of the Broker's Invoice. Invoicing shall be prepared by the Broker and delivered to the Accounting Department of the Society monthly, not in advance of providing the services described in this agreement.

5. **TERMINATION**

The Society shall have the right to terminate the Contract forthwith and without penalty, upon written notice to the Broker, in the event that:

- a) The Broker fails to secure insurance coverage for the Society for a competitive premium;
- b) The Broker makes an assignment for the benefit of creditors or becomes bankrupt or insolvent, or an order is made for the winding-up of the Broker, or if a receiver is appointed on account of the Broker's insolvency; or

- c) The Broker or its employees providing service to the Society are convicted of an offence which results in negative publicity or, in the sole opinion of the Society, may adversely impact the reputation of the Society in the community
- d) The Broker refuses or fails to supply sufficient properly skilled employees at all times to perform the Work in the manner and to the standards required under this Contract, or they fail to observe and comply with any provisions of law, including, without limiting the generality of the foregoing, all requirements of all governmental authorities, including federal, provincial and municipal legislative enactments, by-laws and other regulations now or hereafter in force which pertain to or affect the Contract or the conduct of the Broker's business; or
- e) The Broker fails to institute appropriate corrective action forthwith after verbal notification by the Society (which shall be confirmed subsequently in writing) of any failure on the part of the Broker to comply with the terms and specifications of the Contract; or
- f) If the Work performed is not satisfactory; or
- g) If delivery requirements are not met; or
- h) If the invoiced amounts do not match the quoted prices.

In assessing the performance of the Broker in relation to the matters referred to above the Broker agrees that the decision of the Society's Director of Finance shall be final and unequivocal.

Forthwith, upon the termination of this Contract, for any reason, the parties shall take the following steps:

- a) All collections or unfulfilled service shall be appropriately adjusted and all steps shall be taken to perform all uncompleted work and collect all outstanding accounts; and
- b) The Broker shall provide to the Society all of their financial records specific to this Contract, concerning the conduct of the operations and a statement of all outstanding accounts.

6. LEGAL REQUIREMENTS

The Contactor warrants that it possesses and will maintain in good standing all permits and licenses necessary to provide the service to the Society describe herein. The Broker agrees that all services will be conducted in a manner which complies with all statutes, ordinances and laws.

Notwithstanding the generality of the foregoing, the Broker agrees to observe all relevant provisions of the following statutes:

Highway Traffic Act	Environmental Protection Act (Ontario)
Transport Canada	The Excise Tax Act
Personal Health Information Protection Act (PHIPA)	The Income Tax Act
Occupational Health and Safety Act (Ontario),	Pay Equity Act (Ontario)
Employee Standards Act (Ontario)	Ontario Human Rights Code
Labour Relations Act (Ontario)	
Accessibility Act for Ontarians With Disabilities Act (AODA)	
Workplace Safety and Insurance Board of Canada (WSIB)	

The Broker will, for the duration of this agreement, be responsible for providing Worker's Compensation coverage for their employees, and no extras will be allowed for such items.

The Broker clearly understands and agrees that they are not, nor is anyone hired by them, covered by the Society under the Workplace Safety Insurance Act, Employment Insurance Act, or any other act, whether provincial or federal, in respect of themselves, their employees and operations. The Broker shall, upon request, furnish the Society with satisfactory evidence that they have complied

with the provisions of any such acts. The Society is not to be deemed the employer of the Broker or any of their personnel under any circumstance whatsoever.

7. SERVICES TO BE PROVIDED

The services to be provided are outlined in Schedule 1 of this agreement. From time to time the needs of the Society may change and such changes shall be accounted for in the manner described in Paragraph 10.

8. CANCELLATION OF CONTRACT

The Society reserves the right to cancel any resulting Contract, due to non-performance or abandonment of any kind, with thirty (30) days written notice. Should non-performance involve any issues regarding the health and safety of staff on site, the Contract may be cancelled immediately, without notice, in its entirety, and at the sole discretion of the Society. The Society may also cancel the Contract without cause, by means of a thirty (30) day advance written notice.

Under this provision, the Society may seek to mitigate its exposure by engaging the services of another supplier and the Society is entitled to recover any loss or damage from the Broker arising from its efforts to mitigate.

In the event that this Contract is terminated pursuant to this provision, the amount of any loss or damage suffered by the Society by reason of the non-completion of the Work shall be payable by the Broker to the Society.

9. CHANGES TO WORK WHEN CONTRACT UNDERWAY

No deviation from the specifications shall be made by the Broker in the execution of the Contract, without the written approval of the Society. The Society will not pay the Broker any amounts over and above the tendered amount unless the Society and the Broker agree to a price change as the result of changes in the Work required, and before the additional Work is undertaken. The Broker shall furnish a complete breakdown of any costs beyond the Tender submission amount to support the additional amount.

No deviation from the specifications as set out in this Contract shall be made by the Broker in the performance of this Contract, except that the parties hereto may at any time, and from time to time, alter or vary the specifications and the price to be paid by the Society for the services to be performed hereunder, but no such change shall be binding on either party hereto unless in writing and executed by the parties.

OBLIGATIONS OF THE BROKER:

10. GENERAL

The Broker shall place the Society's insurance coverage and shall

- a. Provide services as outlined on Schedule 1
- b. Invoice the Society on the schedule to be agreed and shall provide invoice documents with details of specific services which have been performed
- c. Apprise the Society of trends in insurance relating to the risks applicable to the services and business activities of the Society
- d. Apprise the Society of trends in the financial stability of insurers and the insurance markets
- e. Monitor claims and losses and report comparison data for similar entities to the Society

- f. Prepare an annual review of the program including the preparation of a “Stewardship Report”.
- g. Provide an annual risk evaluation of Society property and services
- h. Advise, consult and provide training to Society’s staff or other insured persons under an insurance arrangement as requested by the Society
- i. Provide assistance in the preparation of contract terms with respect to risk avoidance

11. **INSURANCE**

Without restricting the generality of the section on Indemnification, the Broker shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario.

a) **Commercial General Liability Insurance**

Commercial General Liability insurance shall include as an Additional Insured, the Agency, with limits of not less than \$5 million (\$5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use thereof. Where such policies have aggregates, the minimum acceptable aggregates shall be \$10 million (\$10,000,000.00) each for the General Aggregate and Products & Completed Operations aggregate. The Commercial General Liability (CGL) insurance will include Cross Liability & Severability of Interest Clauses, Products & Completed Operations coverage (24 months) and Standard Non-Owned Automobile endorsement including standard contractual liability coverage.

The Agency shall accept in place of the above mentioned insurance coverage, limits of \$1 or \$2 million (\$1,000,000.00 OR \$2,000,000.00) inclusive per occurrence in primary CGL insurance and \$4 or \$3 million (\$4,000,000.00 OR \$3,000,000.00) in Excess Liability of Umbrella Liability insurance with aggregates for each policy to provide the minimum coverage and limits as noted above.

12. **INDEMNIFICATION**

The Broker will always indemnify and keep indemnified the Society, its agents and employees, against all actions, suits, claims and demands, which may be brought against or made upon the Society, its agents and employees against all losses, costs, damages, charges or expenses whatsoever which may be sustained, incurred or paid by the Society, its agents or employees by reason of the errors or omissions of the Broker.

13. **CO-OPERATION IN SETTLEMENT OF CLAIMS**

The Broker hereby grants to the Society full power and authority to settle any action, suit, claim and demand on such terms as the Society may deem advisable and hereby covenants and agrees with the Society to pay the Society on demand all monies paid by the Society in pursuance of such settlement, and also such sum as shall represent the reasonable costs of the Society, or its Solicitor, in defending, or settling, any such action, suit, claim or demand, and this Contract shall not be alleged as a defence by the Broker in any action by any person for actual damage suffered by reason arising from the errors or omissions of the Broker.

14. **NO ASSIGNMENT**

This Contract shall not be assignable by the Broker, but may be assigned by the Society upon written notice to the Broker.

15. **CONFIDENTIALITY**

In the course of providing services to the Society, the Broker and those providing services to the Society may become aware of information concerning Society operations or information regarding

clients of the Society. All such information, which is not in the public domain, shall be considered confidential both during and after the term of this agreement. Should the Broker or those providing service to the Broker become aware of confidential information to which they were unintentionally

16 **CONFLICT OF INTEREST**

The Broker warrants there is no conflict of interest between the Society and the Broker or any of its representatives.

17 **PROVIDING DOCUMENTATION**

The Broker will provide the Society with all documentation the Broker is obliged to obtain or maintain under the terms of the contract within 2 business days of receiving a written request from the Society. The Society is funded by the Government of Ontario (the "Funder"). The Broker agrees to provide the Society with any information, financial or otherwise requested by the Funder or its agents in the course of any audit or investigation deemed necessary by the Funder or to meet legislative requirements.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals.
SIGNED, SEALED AND DELIVERED (In the presence of:

THE KAWARTHA – HALIBURTON CHILDREN'S AID SOCIETY

)
)
) Jennifer Wilson, Executive Director
)
)
) Leo Cook, Finance Director
)

) INSERT NAME OF BROKER

)
)
) President
) I have authority to bind the Corporation

Schedule 1 Services to be provided

See the following sections in the Request for Proposal (RFP) document:

1.4 Definitions

2.4 Specifications

Appendix G: Scope of Services



APPENDIX B – FORM OF OFFER

Kawartha Haliburton Children’s Aid Society Insurance Brokerage Services RFP# P-2017-02

I/WE the undersigned agree to supply and deliver **INSURANCE BROKERAGE SERVICES** – completed as per the attached RFP including all appendices for the price stated below to the Kawartha-Haliburton Children’s Aid Society.

	Brokerage Services			Value Added Services Identified in Section 2.3.4 of the Business Case		
	Contract Price	HST, if applicable	All included Contract Price	Contract Price	HST, if applicable	All included Contract Price
Year 1						
Year 2						
Year 3						
Total						

The anticipated start date for the contract is February 2, 2018.

We hereby certify that the information given in this RFP is correct and that if it is accepted, we will supply the Insurance Brokerage Services as described for the price quoted herein.

RECEIVED FROM

Broker Name:	
Address:	
Phone Number:	
Authorized Representative:	
Title:	
Date:	

Signature	
------------------	--



APPENDIX C – STATEMENT BY PROPONENT

**Kawartha Haliburton Children’s Aid Society
Insurance Brokerage Services
RFP# P-2017-02**

I/WE have read and understand all the terms and conditions of this RFP including all appendices.

I/We acknowledge that I/we have received Addenda numbered _____ to _____ inclusive, and the submitted proposal includes the provisions set out in such Addenda.

I/WE understand that if our proposal is successful, all requirements of the successful Proponent as outlined in this RFP will be completed by the time and in the format required.

I/We agree to the publication of the successful proponent’s name and award.

Dated at _____ this _____ day of _____, 2017.

Signature of Authorized Person

Signature of Witness

Name (Please Print or Type)

Name (Please Print or Type)

Title



APPENDIX D – DECLARATION OF NO CONFLICT OF INTEREST

**Kawartha Haliburton Children’s Aid Society
Insurance Brokerage Services
RFP# P-2017-02**

AT LEAST ONE COMPLETED COPY OF THIS FORM MUST BE INCLUDED IN YOUR SUBMISSION

I/WE, the undersigned authorized signing officer of the Proponent, HEREBY DECLARE that no person, 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.

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.

I/WE further declare that this bid is made without collusion, 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. I/we understand that this may result in the rejection of the bid.

I/WE further declare that no Society employee is or will become interested, directly or indirectly as a contracting party or otherwise in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be used therein or in any of the monies to be derived there from.

I/WE further declare that the undersigned is hereby authorized by the Proponent to submit this proposal and is authorized to negotiate all matters with the Kawartha-Haliburton Children’s Aid Society representatives, on behalf of the Proponent, relative to this RFP.

Bid Submitted by: _____

Address: _____ City: _____

_____ Postal Code: _____

Signature: _____ Title: _____

Name (Please Print or Type): _____

Telephone # _____ Fax #: _____

Email Address _____

Date of Proposal: _____



APPENDIX E – REFERENCE FORM

Kawartha Haliburton Children's Aid Society Insurance Brokerage Services RFP# P-2017-02

Each proponent is requested to provide three references from clients who have obtained similar services from the proponent as those requested in this RFP.

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone #:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone #:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone #:	
Date Work Undertaken:	
Nature of Assignment:	

**APPENDIX F -
PROPOSAL RETURN LABEL**
AFFIX THIS LABEL TO YOUR SUBMISSION PACKAGE

RFP# P-2017-02

RFP Title: Insurance Brokerage Services

PROPOSAL SUBMISSION DEADLINE:

Date: Wednesday, December 27 at noon Local time

Proponent to complete the following:
(Full Legal Name and Address)

NAME: _____

ADDRESS: _____

CONTACT: _____

PHONE #: _____

**TO: Kawartha-Haliburton Children’s Aid Society
Finance Department
1100 Chemong Road
Peterborough, ON K9H 7S2**

IMPORTANT INSTRUCTIONS:

Proposals must be submitted in sealed packages to the address indicated on the Proposal Return Label between the hours of 9:00 am and 5:00 pm (local time), Monday through Friday excluding Statutory Holidays), AND NO LATER THAN THE PROPOSAL SUBMISSION DEADLINE NOTED ABOVE.

The onus remains solely with the proponents to ensure deliveries arrive. Proponents assume sole responsibility for late deliveries.

Failure to affix this Label to your submission envelope/package may also result in submissions not being recognized as proposals. This could result in your proposal arriving late at the Finance Department and will be deemed late and disqualified.

Proposals received by Fax or any other kind of electronic transmission will be rejected.



APPENDIX G – SCOPE OF SERVICES

Kawartha-Haliburton Children's Aid Society RFP# P-2017-02

The aggregate value of insurance of the Society's owned property is approximately **\$ 9.6 million**. Updated property and vehicle fleet schedules and claim reports will be made available to the successful Insurance Broker.

The Society has an integrated insurance program with a master policy including several lines of coverage with an aggregate liability limit of \$ 15 Million with an abuse sublimit.

The Integrated Risk Program will provide insurance for both the Society and the Foundation and will include coverage for:

Board Members, Directors and Officers

Employees

Volunteers

Foster Parents (including Kinship in care, customary care and stay home for school placements)

Mandatory lines of coverage to be provided, on as broad a basis as possible, in the Integrated Risk Program include:

General liability

Abuse Coverage

Errors and Omissions Liability Insurance

Cyber Crime Insurance

Non-owned Automobile Insurance

Property Insurance, including Boiler and Machinery

Comprehensive Crime Insurance and Excess Crime Insurance

Directors' and Officers' Liability Insurance

OVERVIEW OF SERVICES TO BE PROVIDED

Objective: To provide the Society with the following brokerage services:

1. Mandatory Insurance Administration, Claims and Risk Management Services to be provided:
 - a. placement of the recommended insurance program coverage.
 - b. provide policies to the Society within 30 days of entering into the insurance contract. Provide a confirmation statement in your proposal verifying the time frame in which the insurance policies will be issued to the Society.
 - c. provide indexed binders containing copies of the consolidated insurance program.
 - d. provide an annual report to include highlights or reasons for any changes and include in the annual report a summary of services provided to the Society during the insurable year and recommendations to be considered by the Society for additional services to be provided in the future.
 - e. provide at year end and on request loss history reports by claim category and policy line.
 - f. provide general insurance information and advice.
 - g. meet with the Society risk management representatives on the six month anniversary of the insurance policies to review all issues concerning the program.

- h. attend a minimum of two regularly scheduled meetings, or as required by risk management representative or the Society, in the course of an insurable year.
 - i. identify how your firm will provide updated information on insurance conditions and issues of importance.
 - j. production of risk and premium breakdowns apportionment charts for cost allocation purposes.
 - k. provide representation at Committee meetings, generally once a year, if required.
 - l. provide other day-to-day services that are commonly required of an insurance broker.
 - m. provide an annual Stewardship Report.
 - n. conduct liability and operational risk assessments, as required.
 - o. provide building underwriting information that has been acquired.
 - p. review contractual requirements and provide advice relating to insurance requirements and risk transfer wordings.
 - q. conduct Boiler and Machinery Inspections and develop recommendation reports or Certificates of Compliance for follow-up action by the Society
2. Optional, additional services that may be required: (identify costs that may apply)
- a. identify additional administrative insurance services that your firm can provide
 - b. identify additional risk management services that your firm can provide.



APPENDIX H – ACCESSIBLE CUSTOMER SERVICE TRAINING
Kawartha Haliburton Children’s Aid Society
Insurance Brokerage Services
RFP# P-2017-02

I/WE _____
Insert Company Name

Hereby represents and warrant that:

1. My/Our employees, agents, volunteers, or others for whom I/We are responsible, will have successfully completed Accessible Customer Service Training prior to commencement of the Work on behalf of the Kawartha-Haliburton Children’s Aid Society, in accordance with the award of, and
2. The Accessible Customer Service Training provided will encompass the following training content:
 - a) A review of the purposes of the Accessibility for Ontarians with Disabilities Act, 2005 and the requirements of the customer service standard;
 - b) How to interact and communicate with people with various types of disability;
 - c) How to interact with people with disabilities who use an assistive device, service animal or a support person;
 - d) How to use the equipment or assistive devices available on Society premises or that are otherwise provided that may help with the provision of goods or services to people with disabilities;
 - e) What to do if a person with a particular type of disability is having difficulty accessing the Society’s goods or services; and
 - f) The Society’s accessible customer service policies, procedures and practices governing the provision of goods or services to people with disabilities.

ACKNOWLEDGEMENT

I/We, the undersigned, acknowledge and agree that this representation and warranty will be relied upon by the Society and as such I/We solemnly provide this representation and warranty as if it were given under oath.

Company Name

Signature(s)

Name(s)

Title(s)

Date

I/WE HAVE THE AUTHORITY TO BIND THE COMPANY