



CITY OF VANCOUVER

REQUEST FOR PROPOSAL PS08072

INSURANCE BROKERAGE AND RELATED RISK MANAGEMENT SERVICES

Proposals will be received in the Purchasing Services Office, Suite 320, East Tower, 555 West 12th Avenue, Vancouver, British Columbia, Canada, V5Z 3X7 prior to 3:00:00 P.M. City Hall Clock Time (as defined in Note 2 below) on Tuesday, August 19, 2008 (the “Closing Time”) and registered at 11:00:00 A.M. on Wednesday, August 20, 2008.

NOTES:

1. Proposals are to be in sealed envelopes or packages marked with the Proponent’s Name, the RFP Title and Number.
2. The Closing Time will be conclusively deemed to be the time shown on the clock used by the City’s Security Office for this purpose.
3. DO NOT SUBMIT BY FAX.

All queries related to this RFP are to be submitted
in writing to the attention of:

**Linda Woyce
Buyer**

FAX: 604.873.7057 E-MAIL: purchasing@vancouver.ca

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PART A - INTRODUCTION

1.0 Overview

This Request For Proposal (“RFP”) identifies a business opportunity for the successful Proponent(s) who is/are a qualified insurance brokerage firm(s) that will market and place commercial insurance, and assist with related risk management services for the City of Vancouver.

The City is seeking for one or more successful Proponents to provide services that will include, but are not limited to reviewing, analyzing, marketing and placement of all insurance coverages, providing guidance in the evaluation and management of all self-insured programs and risk management services.

1.1 A Proponents’ Informational meeting will be held:

Date: July 29, 2008
Time: 10:00 A.M.
Location: Purchasing Board Room
3rd Floor, East Tower
City Square
555 West 12th Avenue
Vancouver, BC, V5Z 3X7

This meeting will include an overview of the RFP Requirements; the document and process; and will also enable Proponents to address questions in a communal forum. Please advise by facsimile or e-mail whether or not you will be attending the informational meeting, or indicate whether you intend to submit a Proposal prior to the Closing Time, by sending the Response Notification Form (Appendix 6).

1.2 Proponents are encouraged to pre-read this document and submit any questions pertaining to this RFP in advance of the meeting by e-mail to: purchasing@vancouver.ca.

1.3 The following are key dates and projected timeline schedule of the Requirements:

Event	Dates
Release of RFP	July 15, 2008
Proponents Informational Meeting	July 29, 2008
Deadline for Information Meeting Response Form	July 25, 2008
Deadlines for Enquiries	August 12, 2008
Deadline for Response Notification Form	August 5, 2008
RFP Closing	August 19, 2008
Short-listed Proponent(s) Presentation, if required	September 11, 2008 (projected)
Commencement of Agreement	January 1, 2009 (projected)

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PART A - INTRODUCTION

2.0 Background

- 2.1 The City of Vancouver is one of the largest municipalities in British Columbia with a population of 578,671 according to the 2006 census. It maintains an AAA financing rating based on the 2008 Moody's rating.
- 2.2 The City offers a variety of municipal services including:
- a) Parks and recreation services;
 - b) Community services including social, cultural, permit issuance and inspection services;
 - c) Police services;
 - d) Engineering services including streets and greenways; water and sewers; solid waste, sanitation and landfill; transportation; parking enforcement; recycling depot and the operation of an asphalt plant;
 - e) Library services; and
 - f) Other services.
- 2.3 The City has insurable assets in excess of Two Billion Dollars including:
- a) Civic buildings;
 - b) Heritage and historical buildings;
 - c) Art exhibiting institutions and civic theatres;
 - d) Community and recreation centres;
 - e) Police stations;
 - f) Fire halls;
 - g) Library buildings and a large book collections;
 - h) Art collections;
 - i) Office contents and mobile equipment;
 - j) Licensed vehicles and equipment; and
 - k) Other leasehold interests.
- 2.4 The City employs over 9,000 staff and involves thousands of volunteers in our various community, parks and recreation programs.
- 2.5 At present, the City engages the services of three insurance brokerage firms. The City has a significant self-insured property and liability retention. Its current insurance and bonding program consisting of:
- a) All Risk Property Insurance coverages;
 - b) Comprehensive General Liability Insurance coverage;
 - c) Other Permit User Group Liability Insurance coverages;
 - d) Marine Insurance including Hull and Machinery and Protection and Indemnity coverages;
 - e) Accident, Death and Dismemberment Insurance coverages;
 - f) Auto Liability Insurance;
 - g) Gas Act and Electrical Safety Act Bonds.
- 2.6 For more details on the limits of coverage, expiry dates, applicable self-retention and deductibles, and information relating to this project, please refer to Appendix 1. All documents listed in this appendix are available at the Purchasing Services Office, 3rd Floor, Room 320, 555 West 12th Avenue, Vancouver, BC, and signed by the authorized

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signatory for the Proponent, on Monday to Friday between 8:30 a.m. to 4:30 p.m. Proponents are requested to notify Purchasing Services via e-mail, fax or telephone (604-873-7263) in advance of picking up the set of documents.

- 2.7 More information about the City and its services is available on our website at www.city.vancouver.bc.ca.

3.0 Objectives of the RFP

- 3.1 The objective is to develop a contractual relationship with the successful Proponent(s) who will be responsible for insurance placement and provision of various related risk management services.
- 3.2 Within the Service Requirements, the Proposal will enable the City to realize:
- a) adequate insurance protection;
 - b) timely placement of adequate insurance coverages to protect the City's operations;
 - c) timely delivery of policy documents including issuance of Certificates of Insurance within the City's Requirements;
 - d) prompt services in expediting claims with insurers to ensure fair and timely loss settlements;
 - e) accurate analysis of loss trends for severity and frequency;
 - f) a sound self-insured program supported by adequate reserves to cover its self-retention;
 - g) prompt response to all inquiries relating to risk management issues; and
 - h) provide value-added services.

4.0 Scope

- 4.1 The scope of this Proposal will include the following Requirements:
- a) Service Requirement 'A' - Survey the insurance market and obtain adequate insurance coverage for the City;
 - b) Service Requirement 'B' - Assess the City's exposure and provide guidance in the evaluation and management of the City's self-insured retention; and
 - c) Service Requirement 'C' - Provide a wide range of risk management services.
- 4.2 Proponents may wish to submit a Proposal only in those areas where they provide specialized expertise on the City's Requirements.

5.0 Mandatory Requirement

In support of the objectives as outlined above, the City has identified key Requirements, which the Proponent must meet. The Proponent must:

- a) be duly licensed to do business in the Province of British Columbia in Canada;

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- b) have an active established office in the lower mainland area;
- c) provide proof of its existing liability and professional liability insurance coverages;
- d) have access to a variety of insurance markets with adequate capacity to provide the necessary coverages required by the City; and
- e) demonstrate it has a staff with the necessary knowledge and experience and an organization infrastructure to provide the Requirements.

6.0 Service Requirements

In support of the objectives as outlined above, the City has indicated Service Requirements identified within Schedule 'A' of this RFP and to which the Proponent should offer its solution.

7.0 Insurance

Proponents are requested to review and ensure that they fully understand and have the ability to meet the City's insurance requirements as outlined within section 12.0 of the Form of Agreement (Appendix 2).

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PART B - INSTRUCTIONS TO PROPONENTS

NOTE: The definitions set out in Attachment A - Legal Terms and Conditions of the Proposal Form (Part D) and in the Form of Agreement (Appendix 2) apply throughout this RFP, including this Part B of this RFP, except where otherwise expressly stipulated or the context otherwise requires.

1.0 Administrative Requirements

1.1 RFP Process Registration

Immediately after attending the Proponents Informational Meeting, or prior to the deadline shown above, please indicate whether or not you will be submitting a Proposal prior to the Closing Time by sending the Response Notification Form (Appendix 5).

1.2 Changes or Additional Information

It is the sole responsibility of the Proponent to check the City's website at www.city.vancouver.bc.ca/bid/bidopp/openbid.htm regularly for amendments, addenda, and questions and answers related to this RFP.

1.3 Proposal Submission

The Proponent is to submit their Proposal in accordance with instructions identified on the cover page and as provided within this Part B.

2.0 Conduct of RFP - Inquiries and Clarifications

2.1 The City's Manager - Materials Management will have conduct of this RFP, and all communications are to be directed only to the contact person named on the cover page.

2.2 It is the responsibility of the Proponent to thoroughly examine these documents and satisfy itself as to the full requirements of this RFP. Inquiries are to be in written form only, faxed to 604-873-7057 or e-mailed to purchasing@vancouver.ca to the attention of the contact person shown on the cover page before the deadline date. If required, an addendum or an amendment will be issued to all registered Proponents and posted on the City's website as noted in item 1.2 above.

3.0 Contract Requirements - Form of Agreement

3.1 The term of Agreement will be for a three (3) year period with the option to renew for two (2) additional one-year periods to a maximum total term of five (5) years. The option to extend the Agreement is subject to agreement between the Contractor and the City. The City anticipates the commencement date of this Agreement to be January 1, 2009.

3.2 Where the head office of the successful Proponent is located within the City of Vancouver and/or where the successful Proponent is required to perform any Services at a site located within the City of Vancouver, the successful Proponent is required to have a valid City of Vancouver business license prior to execution of an Agreement.

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- 3.3 The successful Proponent will be requested to enter into the Form of Agreement substantially in accordance with Appendix 2. Where the Proponent is proposing modifications to the Form of Agreement, the Proponent should attach a copy of the proposed contract language and indicate in the Proposal Form (Schedule C - Deviations and Variations) which clauses in the attached Form of Agreement and which clauses in the Proponent's form of agreement apply to the Proponent's proposal.
- 3.4 If any of the terms set out in the Form of Agreement are unacceptable to the Proponent, the Proponent should identify such terms and provide suggested alternatives in its Proposal. While the City is not obligated to accept any alternative, all suggested alternatives will be considered during the evaluation process, but may or may not be acceptable to the City.

4.0 Pricing

- 4.1 Proponents are to offer firm pricing on the broker's fees for the entire three (3) year Agreement. Proponent may incorporate within pricing structure consisting of a minimum annual service fee and an "At Risk" maximum bonus which may be earned in accordance with the performance of the broker throughout each year.
- 4.2 Prices quoted should be in Canadian funds exclusive of GST and PST only, F.O.B. destination to the sites named herein, with all freight, unloading at destination, import duties, brokerage, royalties, handling, overhead, profit and all other costs included.

5.0 Consortium/Partial Proposals

- 5.1 The City welcomes proposals:
- (a) from two (2) or more persons or companies having no formal corporate links who wish to form a joint venture or consortium solely for the purpose of submitting a Proposal in response to this RFP, provided they disclose the names of all members of the joint venture or consortium and all members sign the Proposal Form; and
 - (b) from Proponents who wish to submit a Proposal only in those areas where they provide specialized expertise on the City's Requirements.
- 5.2 For consortium proposals, one person or company is to be identified as the Key Contact Person on the Proposal Form (Part D), and be prepared to represent the consortium to the City. The Key Contact Person will serve as the primary contact and take overall responsibility for all communications with the City during the Proposal submission, evaluation, and any negotiation process.
- 5.3 Consortium Proposals should include proposed contract language describing each consortium members' roles and responsibilities and the proposed legal contract structure.

6.0 Submission of Proposal

- 6.1 Proponents are to submit their Proposal in sealed envelopes or packages with Schedule 'B' Pricing in a separate envelope within each set.

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- 6.2 Proponents are to submit four (4) copies of their Proposal, in three ring binders with each section tabbed and including all accompanying schedules, appendices or addenda in a sealed envelope or package marked with the Proponent's name, the RFP title and number, prior to the Closing Time set out on the date and to the location shown on the cover page of this RFP.
- 6.3 Only the English language may be used in responding to this RFP.
- 6.4 Proposals received after the Closing Time or in locations other than the address indicated, may or may not be accepted and may and may not be returned. The City may or may not elect to extend the Closing Time.
- 6.5 Amendments to a Proposal are to be submitted in writing in a sealed envelope or package, marked with the Proponent's name and the RFP title and number.
- 6.6 Proposals may be withdrawn at any time before or after the Closing Time and are to be withdrawn by written notice delivered to the office of Purchasing Services, 3rd Floor, Room 320, 555 West 12th Avenue, Vancouver, BC, and signed by the authorized signatory for the Proponent.
- 6.7 All costs associated with the preparation and submission of the Proposal, including any costs incurred by the Proponent after the Closing Time, will be borne solely by the Proponent.

7.0 Format of Proposal

- 7.1 Unnecessarily elaborate Proposals, beyond that sufficient to present a complete and effective response, are not required and unless specifically requested, the inclusion of corporate brochures and narratives are discouraged.
- 7.2 Proponents are to complete all forms included in this RFP attaching any additional appendices that may be required. Proposals are to be arranged as follows:

Title Page: The title page is to show the RFP title and number, Closing Time and Date, Proponent name, address, telephone number and the name and title of the contact person.

Table of Contents: Page numbers are to be indicated.

Executive Summary: A short summary of the key features of the Proposal demonstrating the Proponent's understanding of the scope of the Requirements.

Proposal Form: The Proponent is to complete the Proposal Form and attached Attachment A included in this RFP in accordance with the instructions.

Schedules: The Proponent is to complete and provide the information within the respective schedules included in this RFP. If additional space is required to respond to the requirements as outlined, then additional pages can be attached. **Schedule**

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‘B’- Pricing is to be enclosed in a separate sealed envelope with each Proposal set.

Alternate Solutions: PropONENTS may submit alternative solutions to the requirements and are to include and identify same as appendices within their Proposal.

8.0 Bid and Performance Security - Not applicable and has been intentionally deleted.

9.0 Addition Information Available

9.1 The following documents relating to the City’s operation are available to the proponentS upon request by emailing purchasing@vancouver.ca :

- a) 2008 List of Affiliated and Associated Organizations
- b) 2008 In-Force Insurance Policy List
- c) 2008 Summary of Statement of Values
- d) 2008 Schedule of Fleet Vehicles

For more information, please go to www.vancouver.ca

10.0 Conflict of Interest/Solicitation

10.1 ProponentS are to ensure that any and all conflicts or potential conflicts and any and all collusion, or appearance of collusion is fully and properly disclosed in Section 6.0 of Attachment A of the Proposal Form.

10.2 Failure to disclose this information may result in the rejection of the Proposal, the associated entity’s Proposal, and/or the immediate cancellation of any Agreement should one be concluded in reliance on the information contained in the submitted Proposal.

10.3 If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation offering a personal benefit of any kind, directly or indirectly, to any officer, employee, agent or elected official of the City with respect to the Proposal, whether before or after the submission of the Proposal, the City will automatically disqualify such Proponent.

10.4 The RFP is not an authorization to approach any insurance markets. The City does not intend to authorize any contact or solicitation of insurance markets or re-insurers by ProponentS unless and until an Agreement is signed with the successful Proponent(s).

11.0 Opening of Proposals

11.1 The City reserves the right to open all Proposals in a manner and at the time and place determined by the City. Dissemination of Proposal information will be as follows:

- a) Upon opening of the Proposals, the names of each Proponent will be publicly announced.

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- b) Upon completion of Proposal evaluation, the salient features of each Proposal and the recommended Proposal will be summarized and publicly reported on to the City's Council.

12.0 Evaluation of Proposals

12.1 Proposals will be evaluated on the basis of the overall best value to the City based on quality, service, price, and any other relevant criteria set out herein including, but not limited to, the following (not in order of importance):

- a) the Proponent's ability to meet the Requirements;
- b) the Proponent's ability to deliver the Requirements when and where required;
- c) the Proponent's financial offer including, but not limited to, the method of compensation and fees;
- d) the Proponent's ability to competitively market and service an insurance program of the size and nature now in effect at the City, including but not limited to:
 - experience and success in managing portfolios for organizations of a similar size and nature;
 - qualifications with respect to the knowledge, experience and professional accreditation of personnel assigned to the Agreement;
 - references of current and former customers;
 - proposed insurers and markets;
 - marketing plan for handling the City's portfolio; and
 - timely service of the Requirements.
- e) environmental responsibility demonstrated by the Proponent, if applicable;
- f) quality of submission; and
- g) any other criteria set out in the RFP or otherwise reasonably considered relevant.

12.2 The City may elect to short list Proponents in stages as deemed necessary. Short-listed Proponents will be asked to provide additional information or details for clarification, which may include the Proponent (and any or all Sub-Contractors of the Proponent) attending interviews, making a presentation, supplying samples, performing demonstrations, and/or furnishing additional technical data.

12.3 Samples of items, when required, should be submitted within the time specified and must be supplied at no expense to the City. If not destroyed in testing, they will be returned at the Proponent's request and expense.

12.4 Prior to approval of a Proposal, the City must be satisfied as to the Proponent's financial stability. The Proponent may be asked to provide annual financial reports or a set of financial statements prepared by an accountant and covering the Proponent's last two (2) fiscal years.

13.0 Deviation From Requirements or Conditions

13.1 Any deviation from the Requirements or the conditions specified in this RFP should be clearly stated in the Proponent's Proposal within Schedule C - Deviations and Variations. The City will be the sole judge as to what constitutes an acceptable

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PART B - INSTRUCTIONS TO PROPONENTS

deviation. If no deviations are indicated in the Proponent's Proposal, the City will assume that the Proponent is proposing full compliance with the Requirements and conditions of this RFP.

14.0 Proposal Approval

- 14.1 Proposal approval is contingent on funds being approved and the Proposal being approved by the City Council. Only then may the successful Proponent(s) and the City proceed to settle, draft and sign the necessary legal agreement.
- 14.2 The City will notify the successful Proponent(s) in writing that its Proposal has been approved in principle and invite the Proponent to proceed with discussions to settle, draft and sign a legal agreement.
- 14.3 The City is not under any obligation to approve any Proposal and may elect to terminate this RFP at any time.

15.0 Alternates and/or Variations to Requirements

- 15.1 Except where otherwise stated, the requirements as described in Schedule A is what is considered necessary to meet the performance requirements of the City and Proponents are to submit Proposals in accordance with the Requirements, or if the Proponent cannot meet those requirements, an alternative which they believe to be the equivalent or exceeds, may be offered.
- 15.2 Proponents are to clearly indicate any variances from the City's Requirements, no matter how slight. The attachment of descriptive literature from which variations may be gleaned will not be considered as a sufficient statement of variations.
- 15.3 If in addition to proposing goods and/or services which meet the Requirements, the Proponent wishes to offer an alternative, the alternative solution is to submitted separately as an appendix within the Proposal.

16.0 Environmental Responsibility

- 16.1 The City is committed to preserving the environment. Proponents are to provide environmentally sensitive products or services wherever possible. Where there is a requirement that the Contractor supplies materials, and where such materials may cause adverse effects, the Proponent is to indicate the nature of the hazard in its Proposal.
- 16.2 The Proponent is to advise the City of any known alternatives or substitutes for such materials that would mitigate the effects of any adverse conditions on the environment.

17.0 Freedom of Information and Protection of Privacy Act

- 17.1 Proponents should note that the City of Vancouver is subject to the Freedom of Information and Protection of Privacy Act (British Columbia).

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18.0 Confidentiality

- 18.1 Proponents should note that upon submitting their Proposal Form, they will be legally bound to certain confidentiality obligations not to disclose any City information without the City's prior written consent.
- 18.2 This RFP is the property of the City. Except for the purpose of submitting a Proposal, copies may not be made or distributed without the prior written approval of the City's Manager of Materials Management.

19.0 Advertising

- 19.1 The approval of any Proposal and the signing of an Agreement does not permit a Proponent to advertise its relationship with the City, without the City's prior written authorization.

20.0 Special Conditions

- 20.1 Proponents should note that if the Special Conditions of this RFP (if any) conflict with Parts A and B of this RFP, the Special Conditions are intended to govern over all of Parts A and B of this RFP.

21.0 Non-Resident Withholding Tax

- 21.1 Proponents should note that the Income Tax Act (Canada) requires that payments to non-residents for any services performed in Canada are subject to a Non-Resident Withholding Tax of a specified percentage (depending on the residency of the Contractor). Exemption from this withholding tax is available in some circumstances, but the non-resident must apply directly to the Canada Revenue Agency (CRA) at least thirty (30) days before commencing the service.

22.0 Legal Terms and Conditions

- 22.1 No part of this Part B - Instructions to Proponents will be legally binding on the City or Proponent. All legal terms and conditions of the process contemplated by this RFP are contained in the Proposal Form (Part D), including without limitation, Attachment A to the Proposal Form.

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PART C - SPECIAL CONDITIONS

1.0 Insurance Requirements

1.1 Insurance

1.1.1 Without limiting any of its obligations or liabilities under the legal Form of Agreement, the successful Proponent and its sub-contractors will obtain and continuously carry during the term of the Agreement at their own expense and cost, the following insurance coverage with minimum limits of not less than those shown in the respective items set out below.

(a) a Commercial General Liability insurance policy with limits of not less than five Million (\$5,000,000) Dollars per occurrence, protecting the Proponent against all claims for personal injury, death, bodily injury or property damage arising out of the operation of the Proponent or the actions of the Proponent, its employees, agents or subcontractors. The policy shall contain a cross liability clause in favour of the City of Vancouver and shall name the City, its officials, employees and agents as additional insured.

(b) Professional Liability Insurance in an amount of not less than five million dollars (\$5,000,000) insuring any claims resulting from the negligence of the Contractor in manufacturing or fabricating the equipment and having a deductible of not more than ten thousand dollars (\$10,000) for each and every claim and which insurance shall terminate on safe delivery to and acceptance by the City of the equipment at the Delivery Site.

1.1.2 All foregoing insurance policies shall remain in full force and effect at all times during the term of this Agreement and for a period of not less than two (2) years following the completion of the Services and shall:

(a) be obtained and issued by insurance companies authorized to carry on business in the Province of British Columbia, on terms satisfactory to the City's Director of Risk Management;

(b) be primary insurance as it respects the City and any insurance or self-insurance maintained by the City shall be in excess of this insurance and shall not contribute to it;

(c) contain a provision that coverages afforded will not be suspended, voided, reduced or materially altered or changed without the insurance company(s) giving at least sixty (60) days' prior written notice by registered mail to the City;

1.1.3 Prior to commencement of the Agreement, the Proponent and any sub-contractors shall provide evidence of all required insurance to be taken out in the form of a detailed certificate of insurance and the insurance certificate

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PART C - SPECIAL CONDITIONS

shall not contain any disclaimer whatsoever. If required by the City, the Proponent shall provide certified copies of the policies signed by the insurers.

- 1.2 If the Proponent hires a Sub-Contractor to perform any work related to the Services, the Proponent shall cause such Sub-Contractor to obtain and maintain Insurance equivalent to those terms and conditions described in 1.1 arising from the actions of the Sub-Contractor, its employees, agents or subcontractors. Upon request by the City, the Proponent shall promptly provide copies of the sub-contractor's evidence of insurance.
- 1.3 The Proponent is advised to refer to the Certificates of Insurance [Appendix 3 and 4]. This is the type of certificate that the City would require should the Proponent be selected as the successful Proponent.
- 1.4 Proponents are to submit with their Proposals a Certificate of Existing Insurance in the form set out in the attached Certificate of Existing Insurance [Appendix 1] as evidence of their existing insurance coverage. It may be amended where appropriate to add the types of insurance currently carried by the Proponent which are not explicitly referenced on the Certificates.

2.0 Sub-contractors

- 2.1 All sub-contractors are the responsibility of the Contractor.
- 2.2 The Contractor shall be held as fully responsible to the City for the acts and omissions of its sub-contractors and of persons indirectly employed by the Contractor, as for the acts and omissions of persons directly employed by it.
- 2.3 The Contractor agrees to ensure performance by every sub-contractor with the terms and requirements of the Contract Documents.
- 2.4 The term "sub-contractor" as used in this RFP, includes all suppliers to the Contractor.
- 2.5 No sub-contractors will be permitted except those expressly named by the Contractor in Schedule D - Sub-contractors.

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PART D - PROPOSAL FORM

Proponent's Name: _____
"Proponent"

Address: _____

Telephone: _____ Fax: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date: _____

Attach additional pages immediately behind this page for Sub-Contractors, if applicable.

To the City of Vancouver Materials Management Department,

The Proponent, having carefully examined and read the RFP, including the Professional Services Agreement and its Schedules, now submits the following Proposal:

1.0 Required Documents

If the documents listed below do not accompany the Proposal at the time of opening, the Proposal is put aside and given no further consideration.

Description	Required	Received
Certificate of Existing Insurance	Yes	

To be initialled at Proposal Opening:

Manager, Materials Management or designate

Witness

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PART D - PROPOSAL FORM

2.0 Compliance

By initialing each item, the Proponent acknowledges it has read and understands the Requirements, has submitted the required addenda, has identified deviations or alternatives, and provided an explanation of where it does not comply with the Requirements. **If additional space is required, detail deviations and/or suggested amendments in Schedule C - Deviations and Variations.**

Section Title	Understand, Will Comply	Does Not Comply	Variations, Alternatives or Explanation for Non-Compliance
<u>Part A</u> Introduction			
<u>Part B</u> Instructions to Proponents			
<u>Part C</u> Special Conditions			
<u>Part D</u> Proposal Form			

3.0 Required Proposal Documents

By initialing each item, the Proponent confirms it has completed and enclosed the following Schedules and any required addenda in its Proposal and has identified any deviations or items of non-compliance providing an explanation of where it does not comply.

Section Title	Submitted	Variations, Alternatives or Explanation for Non-Compliance
<u>Proposal Form</u>		
<u>Schedule A</u> Requirements		
<u>Schedule B</u> Pricing		
<u>Schedule C</u> Deviations and Variations		
<u>Schedule D</u> Sub-Contractors		

**REQUEST FOR PROPOSAL NO.PS08072
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PART D - PROPOSAL FORM

4.0 Proponent's Declaration and Acknowledgment

- 4.1 The undersigned Proponent acknowledges that in its Proposal and elsewhere in the Contract Documents, that defined words and expressions shall have the same meanings as are respectively assigned to them in this RFP.
- 4.2 The Proponent's British Columbia WCB registration number is _____, The Proponent warrants that it is in good standing as to all WCB assessments and requirements.
- 4.3 The undersigned Proponent confirms that it is currently licensed to do business in the City of Vancouver, British Columbia (license number _____).
- Alternately if the Proponent does not currently hold a City of Vancouver business license and if the Proponent is the successful Proponent to this RFP, the Proponent agrees that it will take out a City of Vancouver business license at its sole cost prior to execution of the Agreement.
- 4.4 The undersigned Proponent confirms that it shall comply with all occupational health and safety requirements, policies and procedures of the City and all statutory occupational health and safety requirements under, or in connection with the Workers' Compensation Act.
- 4.5 The undersigned Proponent confirms that it has read and agreed to the conditions stated in this RFP and that any deviations have been clearly noted herein.

AS EVIDENCED WHEREOF, the Proponent has executed this Proposal Form and the attached Schedules thereto:

Authorized Signatory for the Proponent

Date

Name and Title (*please print*)

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**PART D - PROPOSAL FORM
ATTACHMENT A - LEGAL TERMS AND CONDITIONS**

1.0 LEGAL TERMS AND CONDITIONS OF PROPOSAL PROCESS

1.1 Application of These Terms and Conditions

These legal terms and conditions set out the City's and Proponent's/Sub-Contractors' legal rights and obligations only with respect to this RFP and Proposal process. In no event will the legal terms and conditions of this Attachment A apply to the contract formed between the City and the Contractor following the signing of the Agreement (if any).

1.2 Definitions

In this Attachment A, the following terms have the following meanings:

- (a) "City" means the municipal corporation, generally known as the City of Vancouver, as described under the *Vancouver Charter*.
- (b) "Proposal" means the package of documents, consisting of this Proposal Form as well as all Schedules, once completed and submitted to the City by the Proponent, and "Proposal" means any Proposal submitted by any other proponent, excluding or including the Proponent, depending on the context.
- (c) "Proponent" means the legal entity(ies) who has (have) signed and delivered this Proposal Form, and "proponent" means any proponent responding to the Instructions to Proponents, excluding or including the Proponent, depending on the context.

"Losses" means in respect of any matter all

- (i) direct or indirect, as well as
- (ii) consequential,

claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).

"RFP" means the documents issued by the City as Request for Proposal No. PS08072, including all addenda.

"Sub-Contractors" includes any or all third parties listed in Schedule D of this Proposal Form.

All other terms (capitalized or not) have the meanings given to them in the Form of Agreement attached as Appendix 2 to this RFP.

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**PART D - PROPOSAL FORM
ATTACHMENT A - LEGAL TERMS AND CONDITIONS**

2.0 GENERAL TERMS AND CONDITIONS OF PROPOSAL PROCESS

2.1 No Legal Obligation Assumed by Owner

Despite any other term of this Proposal Form (except only (where applicable) Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Proponent's Submission Confidential*, and Section 5.4 - *Declaration of Confidentiality*, but subject always and unconditionally to *Section 4.0 - Protection of City Against Lawsuits*:

- (a) the City assumes no legal duty or obligation in respect of this RFP and Proposal process, unless and until the City enters into an Agreement; and
- (b) the Proponent acknowledges that the City is a public body required by law to act in the public interest. Accordingly, in no event does the City owe to the Proponent (as opposed to the public):
 - (i) a contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP or Proposal process; or
 - (ii) any contract or tort law duty to preserve the integrity of the RFP or Proposal process,

and the Proponent now waives and releases the City from all such duties and expressly assumes the risk of all Losses arising from participating in the RFP and Proposal process on this basis; and

- (c) the Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP or Proposal process.

2.2 Funding Approval Required

This Proposal process is at all times contingent on funds being approved by the Vancouver City Council and an Agreement being signed by the City.

3.0 EVALUATION OF PROPOSALS

3.1 Compliance/Non-Compliance

Any Proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP or, which otherwise fails to conform to the RFP may or may not be rejected by the City at the City's sole discretion.

3.2 Reservation of Complete Control Over Process

The City reserves the right to retain complete control over the Proposal process at all times until the execution and delivery of an Agreement. Accordingly, the City is not legally obligated to review, consider or evaluate the Proposals and need not necessarily review, consider or evaluate the Proposals in accordance with the procedures set out in this RFP and the City

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**PART D - PROPOSAL FORM
ATTACHMENT A - LEGAL TERMS AND CONDITIONS**

reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation process on any or all Proposals at any time without further explanation or notification to any of the Proponents subject only to the express legal terms and conditions which bind the City, which terms and conditions are expressly limited to those set out in Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Proponent's Submission Confidential*, and Section 5.4 - *Declaration of Confidentiality*.

3.3 Discussions/Negotiations

The City may, at any time prior to signing an Agreement, discuss/negotiate changes to the scope of the RFP, or any of the terms or conditions of the RFP with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of discussions or negotiations with other proponents or changes to the RFP, and, without limiting the general scope of Section 4.0 - *Protection of City Against Lawsuits*, and by way of example only, the City will have no liability to the Proponent as a result of such discussions, negotiations or changes.

4.0 PROTECTION OF CITY AGAINST LAWSUITS

4.1 Release

Except only and to the extent that the City is in breach of Section 5.2 - *Proponent's Submission Confidential*, or Section 5.4 - *Declaration of Confidentiality*, the Proponent now releases the City from all liability for any Losses in respect of this RFP and the Proposal process.

4.2 Indemnity

Except only and to the extent that the City breaches Section - 5.2 - *Proponent's Submission Confidential* or Section 5.4 - *Declaration of Confidentiality*, the Proponent now indemnifies and will protect and save the City harmless from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its Sub-Contractors or agents alleging or pleading any breach of Agreement or unintentional tort claim in respect of the RFP or Proposal process.

4.3 Limitation

In the event that, with respect to anything relating to this RFP or Proposal process (except only and to the extent that the City breaches Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Proponent's Submission Confidential*, or Section 5.4 - *Declaration of Confidentiality*), the City or its officials, officers, agents or employees are found to have breached any duty or obligation of any kind to the Proponent or its Sub-Contractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its Sub-Contractors or agents on any basis or legal principle of any kind, the City's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

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**PART D - PROPOSAL FORM
ATTACHMENT A - LEGAL TERMS AND CONDITIONS**

4.4 Dispute Resolution

Any dispute relating in any manner to the RFP (except only and to the extent that the City breaches Section 4.3 - *Limitation*, Section 4.4 - *Dispute Resolution*, Section 5.2 - *Proponent's Submission Confidential*, or Section 5.4 - *Declaration of Confidentiality*, and also excepting any disputes arising between the City and any Proponent with whom the City has entered into an Agreement), will be resolved by arbitration in accordance with the *Commercial Arbitration Act* (British Columbia) amended as follows:

- (a) The arbitrator will be selected by the City's Manager - Materials Management.
- (b) This Section 4.0 - *Protection of City Against Lawsuits*, will:
 - (i) bind the City, Proponent and the arbitrator; and
 - (ii) survive any and all awards made by the arbitrator.
- (c) The Proponent will bear all costs of the arbitration.

5.0 ACCESS/OWNERSHIP OF PROPOSAL INFORMATION

5.1 Proposal Documents Remain/Proposal Becomes - Owner's Property

- (a) All RFP packages and addenda provided to the Proponent by the City remain the property of the City and must be returned to the City upon request.
- (b) The documentation containing the Proposal, once submitted to the City, becomes the property of the City, and the City is under no obligation to return the Proposal.

5.2 Proponent's Submission Confidential

Subject to the applicable provisions of the *Freedom of Information and Protection of Privacy Act* (British Columbia) and the City's full right to publicly disclose any and all aspects of the Proposal in the course of publicly reporting to the Vancouver City Council on the Proposal results or announcing the results of the Proposals to the proponent(s), the City will treat all material and information expressly submitted by the Proponent (and the City's evaluation of it) in confidence in substantially the same manner as it treats its own confidential material and information.

The Proponent now irrevocably waives all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the City in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the City for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

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**PART D - PROPOSAL FORM
ATTACHMENT A - LEGAL TERMS AND CONDITIONS**

5.3 All Owner Data/Information is Confidential

The Proponent will not divulge or disclose to any third parties any information concerning the affairs of the City which may be communicated to the Proponent at any time (whether before or after the closing date and time of this Proposal process).

5.4 Declaration of Confidentiality

The Proponent now declares and agrees that, except for the information disclosed by the City in the course of publicly reporting to the Vancouver City Council or any public proposal opening:

- (a) the information supplied by the Proponent in response to the RFP is expressly provided in strict confidence;
- (b) any records made of the evaluation of this Proposal and all other submissions will be the property of, and private to, the City and will not be disclosed to the Proponent nor anyone else;
- (c) the disclosure of the information in items (a) and (b) above to anyone outside of the City's staff would reveal the Proponent's trade secrets or proprietary commercial information concerning its private business affairs; and
- (d) the disclosure of the information in items (a) and (b) above, could reasonably be expected to harm the Proponent's competitive position, harm the Owner's ability to engage in competitive procurement of goods and services, and result in undue financial loss to the Proponent and/or the City.

6.0 DECLARATION - NO CONFLICT OF INTEREST

6.1 Declaration as to Conflict of Interest

The Proponent now confirms and warrants that there is no officer, director, shareholder, partner or employee or other person related to the Proponent's or Sub-Contractor's organizations (a "Person Having an Interest") or any spouse, business associate, friend or relative of a Person Having an Interest who is:

- (a) an elected official or employee of the City; or
- (b) related to or has any business or family relationship with any elected official or employee of the City, such that there would be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of this Proposal by the City, except as set out below:

[Proponent is conclusively deemed to have declared "None" unless Proponent deletes this note and describes any and all relationships which might give rise to a conflict of interest or an appearance of a conflict of interest.]

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**PART D - PROPOSAL FORM
ATTACHMENT A - LEGAL TERMS AND CONDITIONS**

6.2 Declaration as to Collusion

The Proponent now confirms and warrants that:

- (a) the Proponent has no affiliation, whether legal or financial, with any other entity which is in the business of providing the same type of goods or services which are the subject of this RFP; and
- (b) the Proponent is not competing within this RFP process with any entity which it is legally or financially associated or affiliated, except as set out below:

[Proponent is conclusively deemed to have declared "None" unless Proponent deletes this note and describes any and all affiliations or relationships which might give rise to collusion or an appearance of collusion.]

7.0 SURVIVAL/LEGAL EFFECT OF PROPOSAL AGREEMENT

All of the terms of this Attachment A to this Proposal Form which by their nature require performance or fulfilment following the conclusion of the Proposal process will survive such issuance and will remain legally enforceable by and against the Proponent and the City.

AS EVIDENCE OF the Proponent's intent to be legally bound by this Attachment A, the Proponent has executed and delivered this Attachment A as an integral part of this Proposal Form in the manner and space set out above.

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INSURANCE BROKERAGE AND RELATED RISK MANAGEMENT SERVICES**

SCHEDULE A - REQUIREMENTS

This Schedule identifies the Requirements to which the City is seeking a solution or a response. Proponents are to address, but are not limited in their response to the issue(s) shown in italics. Proponents may submit their solution or response on a separate sheet. However, the same number sequence is to be used.

NOTE: Proponents who only wish to submit partial solutions to the City's Requirements may address only those issues in their response accordingly.

1.0 Mandatory Requirements

1.1 General Response

The following are mandatory Requirements. Failure to comply with mandatory Requirements may or may not result in the Proposal being set aside and given no further consideration.

Requirement	Complies (Yes or No)
a) The Proponent must be duly licensed to do business in the Province of British Columbia in Canada.	
b) The Proponent must have an active established office in the lower mainland area.	
c) The Proponent must provide proof of its existing liability and professional liability insurance coverage with its Proposal submission <u>in the Certificate of Existing Insurance form provided herewith as Appendix 1.</u>	
d) The Proponent must have access to a variety of insurance markets with adequate capacity to provide the necessary coverages required by the City.	
e) The Proponent must demonstrate it has a staff with the necessary knowledge and experience and an organization infrastructure to provide the Requirements.	

1.2 Detailed Response

The Proponent is required to provide relevant information, including license number, address, insurance etc. attesting to its ability to meet the above mandatory Requirements.

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SCHEDULE A - REQUIREMENTS

2.0 Service Requirements

The City has identified the following Requirements that the Proponent should address within its Proposal.

2.1 Service Requirement 'A'- Insurance Coverage

Survey the insurance market and obtain adequate insurance coverage for the City, including but not limited to existing insurance coverages described in Part A section 2.5.

2.2 Service Requirement 'B'- Self-Insured Retention

Assess the City's exposure and provide guidance in the evaluation and management of the City's self-insured retention.

2.3 Service Requirement 'C'- Other Related Risk Management Services

Provide a wide range of risk management services including:

2.3.1 Claims and Loss Prevention

Provide the City with loss reports for all insurance policies. Requirements include monitoring and analysis of loss trends and assisting the City to develop the necessary loss prevention strategies for prevention or mitigation of future losses.

Where the City submits claims to its insurers, the Contractor(s) will be expected to:

- a) assist with expediting the claims, including any research required;
- b) assist with loss adjustment between the City and its insurers to ensure fair settlement of claims.

2.3.2 Prompt and timely services for insurance policies placed. This includes:

- a) binding insurance coverage only after all wording has been agreed to by the City;
- b) checking the policy wordings for appropriate content and accuracy;
- c) providing an executive summary for each policy and dealing with insurance questions and changes that are required to the insurance policy; and
- d) issuance of Certificates of Insurance within two (2) working days, unless urgent, in which case they will be provided on the same day, during the term of this Agreement.

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SCHEDULE A - REQUIREMENTS

- 2.3.3 Provide an annual marketing plan for the City's insurance and bonding portfolio including, but not limited to:**
- a) evaluation of the City's retention levels and coverage needs, providing recommendations for necessary changes in order to maximize coverage and minimize costs;
 - b) conducting a pre-marketing meeting(s) with insurers and City staff to discuss insurance wordings and marketing strategies. This would include the placement of insurance coverages;
 - c) submission of a marketing report outlining insurers approached or surveyed, the commitment and financial capacity of insurers.
- 2.3.4 Assist in developing and conducting insurance training workshops for City staff.**
- 2.3.5 Annual Marketing Strategy and Stewardship reports are required. Submit an annual stewardship report by December 31 of each year.**

3.0 Proponent's Solutions/Response to Service Requirements

The Proponent is required to address the following in its Proposal:

3.1 Methodology and Approach

- a) Provide a detailed plan of approach including marketing and servicing plan for the above service Requirements.
- b) Describe methods to be used to ensure that there are adequate insurance coverages to protect the City's operations at a competitive cost.
- c) Describe how the proposed services are to be delivered and include an outline of a quality control/quality assurance plan for the proposed services.
- d) Describe the method(s) of expected compensation for your services.
- e) List the services that would be included within the annual compensation scheme. If different methods are proposed for different services, list the types of services along with the proposed method(s) of compensation.

3.2 Insurance Markets

- a) Indicate the nature and extent of your firm's relationship with the insurance industry, including individual markets.
- b) List the top five (5) insurance carriers by line of coverage, showing the complete name of each, and the order of preference for providing coverage to the City.

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SCHEDULE A - REQUIREMENTS

- c) Discuss the relationship of that market to your firm, including any financial or ownership relationship.
- d) Identify those that are licensed to carry on business in the Province of British Columbia.
- e) Describe how you would take over the conduct of the multi-year insurance policies already negotiated on the City's behalf and identify changes, if any, that you would propose.
- f) Briefly describe in what circumstances your firm would provide service to the City on existing coverages at the end of a three (3) year term should your firm not be successful in reaching another Agreement with the City.

3.3 Communication

- a) Describe the means by which you would keep up to date with the City's activities, exposures and ongoing needs.
- b) Describe the method and the frequency by which information relevant to the City would be communicated, i.e. market changes.

3.4 Reports

- a) Identify the dates on which the Annual Marketing Strategy and Stewardship reports will be provided to the City each year.
- b) Provide a sample Table of Contents for these reports in your Proposal.
- c) Identify any other reports, if applicable, that would be beneficial to the City. Indicate cost, if any, in Schedule B - Pricing.

3.5 Related Services

- a) Describe and detail the following services:
 - risk management;
 - exposure analysis;
 - loss prevention;
 - loss control; and
 - other technical services that you would be able to provide to the City.
- b) Describe your firm's ability to assist the City with claims negotiations with insurers, including how your firm will expedite claims with insurers to ensure fair and timely loss settlements.

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SCHEDULE A - REQUIREMENTS

c) In addition to those services outlined in this RFP, describe any special expertise or experience that your firm may have in providing services to the City, including the range of services available.

d) Response Time

Provide standard response times for services, including but not limited to:

- placement of insurance coverages;
- policy documents including issuance of Certificates of Insurance;
- processing claims with insurers;
- all inquiries relating to risk management issues; and
- any other services proposed to be provided to the City that would enhance this RFP.

3.6 Required Resources

Clearly describe all resources needed from the City and the timeframes to perform these functions.

3.7 Proponent's Risk Management

The Proponent should discuss its risk management function, and include the following:

- a) whether or not your firm will agree to save the City harmless from any losses arising out of your work;
- b) general details of your business recovery plan such that service to the City will continue uninterrupted in the event of a disaster such as an earthquake.

4.0 Value Added Services

Within its response in Schedule A, Proponents should describe any value added services it is prepared to supply as part of the Agreement. Unless, otherwise stated, it is understood that there are no extra costs for these services. However, if there are any additional costs, the summary and explanation of those costs are to be appended to Schedule B - Pricing.

5.0 Contract Management

Following the execution of an Agreement with the successful Proponent, the City will be conducting Vendor Performance Evaluations on a regular basis to ensure that the Successful Proponent complies fully with all service and performance requirements of the Agreement. Proponents should describe the methodology for efficient management of the Agreement.

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SCHEDULE A - REQUIREMENTS

5.1 Transition and Implementation

Prior to executing an Agreement, the successful Proponent and the City will need to develop a timely and orderly transition plan prior to commencing service under the Agreement.

The Proponent is requested to list and detail the methodology it will employ for an orderly transition and implementation of an Agreement.

6.0 Proponent Information

Other determinants of how well the successful Proponent will be able to meet the Requirements include the Proponent's profile, experience, key personnel who will be servicing the City, and references. All are important factors on which the Proponent will be evaluated.

Proponents are to address, as a minimum, the following elements:

6.1 Company Profile

6.1.1 Provide a brief description of Proponent's company, purpose, and history of successes including:

- a) number of staff and business worldwide and local offices;
- b) a list of current and expired government contracts including the types of insurance market, and providing the contract period of each contract;
- c) the business carried out by your firm and the local office(s) in terms of:
 - classes of business;
 - premium volume by line of coverage for the past three(3) years;
 - types of insurance marketed; and
 - other services provided.

6.2 Experience

6.2.1 Describe relevant experience during the last three (3) years.

6.2.2 Explain your areas of expertise.

6.2.3 Number of years of local experience in providing the identified services to similar corporate clients.

6.3 Key Personnel

6.3.1 Provide an organizational chart showing the staffing and lines of authority for the key personnel to be assigned to the proposed Agreement, including account executives, marketing and claims personnel and others who will interact with the City.

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SCHEDULE A - REQUIREMENTS

- 6.3.2 List the names of the key personnel and alternatives to be assigned to the proposed Agreement and having the overall responsibility for the City's account.
- 6.3.3 Provide the names, education, certifications and qualifications (or resumes), responsibilities and relevant experience of all staff assigned to service the proposed City Agreement.
- 6.3.4 State any association memberships, boards or like memberships.
- 6.3.5 Identify those assigned personnel who have experience in providing similar services to local and regional governments.

6.4 References

The Proponent is to complete the table outlined below and provide the relevant information by listing at least three (3) references for similar services supplied by the Proponent to other clients. The list of clients should be from local offices of similar size and with similar exposures to that of the City; preferably regional or local governments.

The Proponent agrees that the City may contact these references at its discretion. In addition, the City may also contact any other organization for the purposes of evaluating the Proponent's company and Proposal.

Name and address of Company	Contact Name and Telephone Number	Brief Description of Work and Date Performed

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SCHEDULE B - PRICING

NOTE: Schedule B - Pricing shall be kept separate from the rest of the Proposal and submitted in a sealed envelope or package marked with the Proponent's name and clearly labeled "Pricing" - RFP No. PS08072.

1.0 Pricing

- 1.1 The Proponent is to provide compensation fee(s) for the Requirements outlined in this RFP.
- 1.2 Detail the timing of payment for the proposed compensation method(s).
- 1.3 The City requires each Proponent to guarantee its firm will accept no commissions from insurers or re-insurers, excluding ICBC. Describe any exceptions, if applicable, and detail the compensation fees accordingly.
- 1.4 Provide pricing, if applicable, for any value-added services.

**REQUEST FOR PROPOSAL NO.PS08072
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SCHEDULE C - DEVIATIONS AND VARIATIONS

Further to Part 'D', Section 2 - Compliance, Proponents are to use this Schedule to detail any deviations and/or variations from the terms and conditions set out in this RFP and, if applicable, detail proposed amendments.

Where the Proponent is proposing the use of contract language/clauses other than set out in the Form of Agreement, such clauses are to be attached to this Schedule C. The City will assume such clauses are in addition to those in the Form of Agreement unless otherwise indicated by the Proponent.

**REQUEST FOR PROPOSAL NO.PS08072
INSURANCE BROKERAGE AND RELATED RISK MANAGEMENT SERVICES**

SCHEDULE D - SUB-CONTRACTORS

The Sub-Contractors shown below are the Sub-Contractors that the Proponent proposes to use to carry out the Requirements. The City expects that the Proponent will engage the listed Sub-Contractors and no others in their stead, without prior written authorization of the City. (For contractual requirements, Proponents should note Section 11.0 of the Form of Agreement.)

If no Sub-Contractors will be used, indicate "Not Applicable".

Company Name, Address	Contact Name and Telephone Number	Area of Responsibility



CERTIFICATE OF EXISTING INSURANCE
TO BE COMPLETED AND SUBMITTED ALONG WITH PROPOSAL/TENDER

Section 2 through 8 – to be completed by the Insurer or its Authorized Representative

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
And certifies that the insurance policy (policies) as listed herein has been issued to the Named Insured and is in full force and effect as of the effective date of the agreement described below.
 NAMED INSURED (must be the same name as the proponent/bidder and is either an individual or a legally incorporated company)

BUSINESS TRADE NAME or DBA DOING BUSINESS AS _____

BUSINESS ADDRESS _____

DESCRIPTION OF OPERATION _____

3. **PROPERTY INSURANCE (All Risks Coverage including Earthquake and Flood)**
 INSURER _____ **Insured Values (Replacement Cost) -**
 TYPE OF COVERAGE _____ Building and Tenants Improvement \$ _____
 POLICY NUMBER _____ Contents and Equipment \$ _____
 POLICY PERIOD From _____ to _____ Deductible Per Loss \$ _____

4. **COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)**
 Including the following extensions: INSURER _____
 Personal Injury POLICY NUMBER _____
 Property Damage including Loss of Use POLICY PERIOD From _____ to _____
 Products and Completed Operations **Limits of Liability (Bodily Injury and Property Damage Inclusive)-**
 Cross Liability or Severability of Interest Per Occurrence \$ _____
 Employees as Additional Insureds Aggregate \$ _____
 Blanket Contractual Liability All Risk Tenant's Legal Liability \$ _____
 Non-Owned Auto Liability Deductible Per Occurrence \$ _____

5. **AUTOMOBILE LIABILITY INSURANCE** for operation of owned and/or leased vehicles
 INSURER _____ **Limits of Liability -**
 POLICY NUMBER _____ Combined Single Limit \$ _____
 POLICY PERIOD From _____ to _____ *If vehicles are insured by ICBC, complete and provide Form APV-47.*

6. **UMBRELLA OR EXCESS LIABILITY INSURANCE** Limits of Liability (Bodily Injury and Property Damage Inclusive) -
 INSURER _____ Per Occurrence \$ _____
 POLICY NUMBER _____ Aggregate \$ _____
 POLICY PERIOD From _____ to _____ Self-Insured Retention \$ _____

7. **PROFESSIONAL LIABILITY INSURANCE** **Limits of Liability**
 INSURER _____ Per Occurrence/Claim \$ _____
 POLICY NUMBER _____ Aggregate \$ _____
 POLICY PERIOD From _____ to _____ Deductible Per Occurrence/Claim \$ _____

If the policy is in a "Claims Made Form", please specify the applicable Retroactive Date: _____

8. **OTHER INSURANCE** **Limits of Liability**
 TYPE OF INSURANCE _____ Per Occurrence \$ _____
 INSURER _____ Aggregate \$ _____
 POLICY NUMBER _____ Deductible Per Loss \$ _____
 POLICY PERIOD From _____ to _____
Limits of Liability
 TYPE OF INSURANCE _____ Per Occurrence \$ _____
 INSURER _____ Aggregate \$ _____
 POLICY NUMBER _____ Deductible Per Loss \$ _____
 POLICY PERIOD From _____ to _____

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE _____ Dated _____
 PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER

INSURANCE BROKERAGE AND RELATED RISK MANAGEMENT SERVICES CONTRACT

THIS FORM OF AGREEMENT dated the _____ day of _____, 200__

BETWEEN:

CITY OF VANCOUVER, a municipal corporation continued pursuant to the Vancouver Charter and having an office at 453 West 12th Avenue, Vancouver, British Columbia V5Y 1V4

(herein called the "City")

AND:

CONTRACTOR

Address

City

(herein called the "Contractor")

BACKGROUND:

- A. Pursuant to the Request for Proposal, Proposal No. PS08072 (the "RFP") the City invited proposals for insurance brokerage and related risk management services from qualified Proponents to provide the Services (as defined below) in accordance with the Requirements (as defined below) set out in the RFP.
- B. In response to the RFP, the Contractor submitted the Proposal, proposing to perform such Services on the terms and conditions of the RFP as supplemented by the Proposal.
- C. The City has agreed to retain the Contractor for the performance of the Services (except in respect to automobile, accident and death coverages) on the terms set out in this Agreement and the RFP, as supplemented by the Proposal, and the Contractor has agreed to perform the Services in accordance with the Requirements.

THE CITY AND CONTRACTOR NOW AGREE as follows:

1.0 Definitions

The following words and terms, unless the context otherwise requires, have the meanings set out below.

"Act of God" means a cataclysmic phenomenon of nature, including earthquake, flood or cyclone. Rain, snow, wind, high water or any other natural phenomenon, which might reasonably have been anticipated from historical records of the general locality of the City, shall be deemed not to be acts of God;

"Agreement" means the agreement between the City and the Contractor as set out in the Agreement Documents;

"Agreement Documents" means this Form of Agreement, the Proposal, the RFP and such other documents as listed in this Form of Agreement, including all amendments or addenda agreed between the parties;

"City" means the municipal corporation, generally known as the City of Vancouver, as continued pursuant to under the Vancouver Charter;

"City's Designated Representative" means the City's Director of Risk Management or her authorized designate;

"Contractor" means the entity defined as such on the front page of the Agreement Documents;

"Effective Date" means the date on which this Agreement takes legal force and effect and is the earlier of

- (i) date set out on the first page of these Agreement Documents, and
- (ii) the date the Contractor commences performance of the Services;

"GST" means the goods and services tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefore in force from time-to-time;

"Material" has the meaning set out in Section 17.1 hereof;

"Proposal" means the proposal submitted by the Contractor in response to the RFP;

“PST” means provincial sales tax administered under the Social Services Act (British Columbia) and any successor tax or levies therefore in force from time-to-time;

“Requirements” means all of the specifications, requirements and other terms and conditions set out in the RFP that describes the goods, materials, equipment and services that the Contractor must provide, as modified or supplemented by the Proposal and this Agreement. However, for all purposes of this Agreement, the Requirements are now modified to exclude any and all Requirements in respect to the brokerage and risk management of the automobile, accident and death insurance coverages;

“RFP” means Request for Proposal No. PS08072 including all amendments, addenda, and/or clarifications issued by the City pursuant to the RFP;

“Security Clearance” means the security clearance level required of the City from time to time for personnel being allowed access to City sites;

“Services” means all the labour, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfilment of the Requirements, which for further certainty are in respect to all Requirements, except those in respect to automobile, accident and death insurance coverages;

“Sub-Contractor” means all sub-contractors, suppliers and agents of the Contractor;

“Unavoidable Delay” has the meaning set out in Section 7.0 - *Unavoidable Delay*;

“WCB Legislation” means the Workers Compensation Act (British Columbia) and all regulations enacted pursuant to it, all as amended or re-enacted from time to time;

“Work Site” means the sites where the Requirements are to be performed.

2.0 Agreement Documents

The terms and conditions of the Agreement Documents, whether or not actually attached to this Form of Agreement, will govern the terms of this Agreement. The Agreement Documents are complementary, and what is called for by any one will be as binding as if called for by all. In the event of any inconsistency or conflict between any of the terms and conditions within these Agreement Documents, the provisions of the Agreement Documents will take precedence and govern in the following priority, from highest to lowest:

- (a) this Form of Agreement, including the schedules thereto (if any);
- (b) the RFP;
- (c) the Proposal.

3.0 Conduct of the Agreement

The City’s Designated Representative will have the conduct of the Agreement.

4.0 Term of Agreement

- 4.1 This Agreement is for a three-year term commencing on the Effective Date and expiring December 31, 2010, subject always to the other terms and conditions of this Agreement.

- 4.2 Where the parties continue to deal with each other following December 31, 2010 (and without giving a prior formal written notice to the contrary) this Agreement will be deemed to be renewed for an additional two-year period, effective January 1, 2011.
- 4.3 Where the parties continue to deal with each other following December 31, 2012 (and without giving a prior formal written notice to the contrary) this Agreement will be deemed to be renewed for an additional one-year period commencing January 1 of each year.
- 4.4 Although the Contractor may seek to re-negotiate the fees set out in Section 6.0 below with respect to any renewal term, the fees will remain as set out in Section 6.0 unless and until the City agrees in writing to any change in such fees.

5.0 Contractor's Services and Requirements

- 5.1 The Contractor will supply the Services to the City in accordance with the Requirements and anything and everything else necessary for or incidental to the Requirements including all labour, supervision, management, overhead, materials, supplies, and all other things necessary for or incidental to the Requirements.
- 5.2 The Contractor will perform the Services with that degree of care, skill and diligence normally applied in the performance of services of a similar nature and magnitude to those contemplated by this Agreement at the time and place set out in the Requirements; and in accordance with sound current professional practices.
- 5.3 The Contractor will furnish all personnel required to perform the Services, and all such personnel shall be competent and qualified to perform the Services. Where specific personnel have been proposed by the Contractor for the performance of the Services, and have been accepted by the City, such personnel shall not be replaced with other personnel without the prior written consent of the City.

The persons designated to provide the Services under this Agreement are as set out in the Proposal.

- 5.4 The Contractor shall commence the Services at the time set out in the Requirements and shall use every reasonable endeavour to carry out the Services in such a manner so as to fulfill the completion dates herein.
- 5.5 The Contractor is a member of a major international group of companies. In addition to the compensation payable to the Contractor pursuant to this Agreement, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by the Contractor's corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to the City under their separate contracts with insurers or reinsurers. Additionally, it is possible that the Contractor, or its corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as size or performance of an overall book of business produced with an insurer by the Contractor, its corporate parents or affiliates. As part of the Services, the Contractor acknowledges that it has a fiduciary duty to disclose all relevant and material information regarding the compensation to be received by it or by its corporate parents or affiliates in respect to the Services and warrants and represents that it will fully and fairly disclose all conflicts of interest to the City in advance (eg. prior to recommending any placement of coverage or performing any other aspect of the Services for the City) where the Contractor's duty of loyalty and utmost good faith to the City would or might

reasonably be anticipated to conflict with the Contractor's own interests or those of its corporate parents and affiliates.

6.0 Basis of Payment to the Contractor

- 6.1 In consideration of the Services performed by the Contractor to the satisfaction of the City and in strict conformity with the terms hereof, the City will pay the Contractor the fees prescribed herein, plus the Goods and Services Tax as and if applicable.
- 6.2 Subject to sub-clause 6.3, payment to the Contractor will be based on actual Services performed.
- 6.3 If there are limiting amounts for fees and disbursements indicated below for the Services or parts thereof, then notwithstanding anything to the contrary in this Agreement the maximum total of the fees and disbursements to be paid by the City to the Contractor for the Services shall not exceed those amounts. Where additional fees are to be paid by the City to the Contractor for increases in the scope of the Services to be provided by the Contractor, they shall not exceed the amount of said fees mutually agreed upon under sub-clause 8.0. This limit on the fees to be paid by the City to the Contractor shall in no way diminish the duties and obligations of the Contractor to provide the Services in strict conformity with the Requirements.

Notwithstanding anything to the contrary contained in this Agreement save for Sections 4.4 and 8.0, the maximum liability of the City hereunder shall be \$_____ with respect to each year of Services during the Term.

- 6.4 Despite any other term of this Agreement, the Contractor's fees are all-inclusive and the Contractor will not receive any separate compensation or reimbursement for disbursements or any other costs or expenses under any circumstances.
- 6.5 If the Contractor has engaged a Sub-Contractor(s), then the Contractor shall make full payment to said Sub-Contractor(s) for Services performed in relation to the Requirements. Such payments shall also be in accordance with sub-clause 6.3 herein.
- 6.6 The Contractor shall submit invoices to the City's Designated Representative.
- Attached to each invoice shall be confirmation of payments made to Sub-Contractor(s) for the relevant time period; and a brief report detailing work completed during the period covered by the invoice.
- 6.7 If the City does not approve of or wishes to further review, audit or otherwise seek clarification concerning the Contractor's invoices, for whatever reason, the City shall not be liable for interest charges in respect of that invoice for the period from the date the invoice is submitted until the date that the invoice is paid. The City shall, if it approves the amount of such invoices, cause such invoices to be paid within 30 days of receiving the invoices.
- 6.8 The Contractor shall keep proper accounts and records of all costs and expenditures forming the basis of any billing to the City, including but not limited to hours worked and percentage amounts of work completed. The City shall be entitled to verify the accuracy and validity of all billings and payments made by auditing and taking extracts from the books and records of the Contractor and by such other means as shall be reasonably necessary or advisable.

7.0 Unavoidable Delay

Except for the performance of obligations to pay money, time periods for the City and the Contractor's performance under the Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay. For the purposes of this section, an "Unavoidable Delay" means any circumstances beyond the reasonable control of the party trying to perform (such as, for example, strikes/lockouts, acts of God, war or other strife or governmental action) but expressly excludes any and all delays caused by the Contractor's lack of financial resources or insolvency, strikes, lockouts or labour affiliations of the Contractor's employees or Sub-Contractors, or governmental action taken in the enforcement of law specifically against the Contractor.

8.0 Changes to Requirements/Services

The City may at any time vary the scope of Services to be provided by the Contractor or modify the Requirements. In that case and where this Agreement contains a limit or limits in sub-clause 6.3 as to the maximum fees and disbursements to be paid to the Contractor for all or any part of the Services, such limit or limits shall be adjusted as agreed to by both parties in writing and failing agreement, as reasonably determined by the City's Designated Representative. Should the Contractor consider that any request or instruction from the City constitutes a change in the Requirements, the Contractor shall promptly advise the City and in any event within 15 days in writing. Without said written advice within the time period specified, the City shall not be obligated to make any payments of additional fees to the Contractor. By way of example only, and without limiting the general scope of this Section 8.0, if the City decided to self insure for liability exposure, then the fees payable pursuant to Section 6.0 would be reduced commensurately.

9.0 Release and Indemnification

- 9.1 The Contractor hereby releases the City, its officers, employees and agents from all costs, losses, damages and expenses, including those caused by personal injury, death, property damage, loss and economic loss arising out of, suffered or experienced by the Contractor, its officers, servants and agents in connection with their performance of the Services or the fulfilment of the Requirements under this Agreement.
- 9.2 In undertaking the Services, the Contractor acknowledges that it has inspected the Work Site, agrees to accept the Work Site "as-is" and undertakes to take all precautions necessary to ensure its safety and the safety of all persons employed or contracted by the Contractor to perform the Services.
- 9.3 Notwithstanding the provision of insurance coverage by the City, the Contractor hereby agrees to indemnify and save harmless the City, its successors, assigns and authorized representatives and each of them from and against losses, claims, damages, actions, and causes of actions (collectively referred to as "Claims") that the City may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arise out of errors, omissions or negligent acts of the Contractor or its Sub-Contractors, agents or employees under this Agreement excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of the City, its other contractors, assigns and authorized representatives or any other persons.
- 9.4 This indemnity shall not affect or prejudice the City from exercising any other rights that may be available to it at law.

- 9.5 This release and covenant of indemnification above set forth shall survive termination of the term of this Agreement.

10.0 Sub-Contractors

- 10.1 All Sub-Contractors are the responsibility of the Contractor.
- 10.2 The Contractor will be held as fully responsible to the City for the acts and omissions of its Sub-Contractors and of persons directly or indirectly employed by the Contractor, as for the acts and omissions of persons directly employed by it.
- 10.3 Nothing contained in any of the Agreement Documents will create any contractual relationship between the Sub-Contractors and the City.
- 10.4 The Contractor agrees to ensure compliance by every Sub-Contractor with the terms of the Agreement Documents.

11.0 Named Sub-Contractors

The Contractor confirms that the Sub-Contractors shown in its Proposal are the only Sub-Contractors that it will use to carry out the Services. The Contractor will engage only the listed Sub-Contractors and no others in their stead without prior written authorization of the City, which authorizations may be arbitrarily withheld.

12.0 Insurance

- 12.1 Without limiting any of its obligations or liabilities under the Agreement, the Contractor and its Sub-Contractors will obtain and continuously carry during the term of the Agreement at their own expense and cost, the insurance coverages with minimum limits of not less than those specified under sub-clause 12.8.
- 12.2 All insurance policies will be in a form and in amounts deemed satisfactory from time-to-time and with insurers acceptable to the City's Director of Risk Management and will provide the City's Director of Risk Management with sixty (60) days prior written notice of material change, lapse or cancellation. Notice must identify the Agreement title, policy number, policy holder, and scope of Services.
- 12.3 The Contractor and each of its Sub-Contractors will provide at its own cost any additional insurance which it is required by law to provide or which it considers necessary.
- 12.4 Neither the providing of insurance by the Contractor in accordance with the Requirements hereof, nor the insolvency, bankruptcy or the failure of any insurance company to pay any claim accruing will be held to relieve the Contractor from any other provisions of the Agreement Documents with respect to liability of the Contractor or otherwise.
- 12.5 The insurance coverage will be primary insurance as respects the City. Any insurance or self-insurance maintained by or on behalf of the City, its officers, officials, employees, or agents will be excess of this insurance and shall not contribute to it.
- 12.6 Prior to the Effective Date, the Contractor will provide the City with evidence of all required insurance to be taken out in the form of the City's standard insurance certificates attached to the RFP (Appendix 3 and 4). The Certificate of Insurance will identify the Agreement title, policy number, policyholder and scope of Services and must not contain any disclaimer whatsoever. At all times thereafter, during the term of this

Agreement, the Contractor must comply with all its insurance obligations described herein. Proof of insurance, in the form of a Certificate of Insurance or certified copies of all insurance policies will be made available to the City's Director of Risk Management at any time during the term of the Agreement upon request.

- 12.7 The Contractor will provide in its agreements with its Sub-Contractors clauses in the same form as in this Agreement. Upon request, the Contractor will deposit with the City's Director of Risk Management detailed Certificates of Insurance for the policies it has obtained from its Sub-Contractors and a copy of the insurance clauses so provided in the said agreements.
- 12.8 The Contractor will obtain and maintain in full force and effect during the term of the Agreement, insurance not less than that set out below and provide proof of such insurance provided by a company duly registered and authorized to conduct insurance business in the Province of British Columbia.
- (a) Commercial General Liability insurance with limits of not less than \$5,000,000 per occurrence inclusive to protect the Contractor, its Sub-Contractors, the City and its respective officers, officials, employees, and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise under this Agreement.

The policy of insurance shall:

- (i) be on an occurrence form;
 - (ii) add the City and its officials, officers, employees and agents as additional insureds;
 - (i) contain a cross-liability or severability of interest clause;
 - (iv) extend to cover non-owned automobile, contingent employer's liability, blanket Contractual liability, Contractor's protective liability, broad form property damage, broad form completed operations and operations of attached machinery.
- (b) Professional Liability Insurance with limits of not less than \$2,000,000 per claim and \$5,000,000 annual aggregate insuring against loss or damage arising out of the professional services rendered by the Contractor, the Contractor's Sub-Contractors and their servants or employees including personnel on loan to the Contractor and personnel who perform normal services of the Contractor under this Agreement. The Professional Liability Insurance shall commence from the date of execution of this Agreement and for a period of 2 years thereafter. The maximum deductible amount is **\$1,000,000**. Payment of any deductible shall be the responsibility of the Contractor.
- (c) Motor Vehicle Insurance for owned and leased licensed vehicles with limits of not less than \$2,000,000 inclusive for accidental injury to or death of one or more persons or damage to or destruction of property as a result of any accident.

13.0 Workers' Compensation

- 13.1 The Contractor's British Columbia WCB registration number is _____. Prior to commencing any Services on the City's site, the Contractor must provide evidence that it is in good standing with the Workers' Compensation Board of British Columbia ("WCB"). The Contractor is responsible for having the Work Site secured in accordance with WCB Legislation and ensure the safety of the public at all times during the performance of the Services.

- 13.2 The Contractor is now appointed and now accepts appointment as the Prime Contractor for the purpose of the Agreement and as such, has the responsibility to:
- (a) cause its work to be done in a safe manner that complies with the WCB Legislation requirements;
 - (b) cause the Sub-Contractors to be responsible for having the Work Site and the work activities related to the health and safety of all the Contractor's Sub-Contractors and any other workers for whom the Contractor or its Sub-Contractors is responsible to be in compliance with WCB Legislation; and
 - (c) obtain from the City written information on hazards and conditions and the methods to address the hazards and conditions and will circulate this information.
- 13.3 Prior to starting any Services at the Work Site the Contractor must:
- (a) have its own safety program and have written safe work procedures specific to the work being performed available at the Work Site; and
 - (b) cause the safety program to meet all of the requirements of the WCB Legislation.
- 13.4 The Contractor will:
- (a) advise the City of any accidents or incidents at the Work Site that must be reported to the Workers' Compensation Board; and
 - (b) inform all persons performing the Services of the health and safety requirements at the Work Site.
- 13.5 At all times the Contractor will be responsible that its workers and Sub-Contractors, and all other workers performing the Services, will comply with:
- (a) the WCB Legislation;
 - (b) the Contractor's safety program; and
 - (c) all Work Site safety requirements.

14.0 Security Clearance for Workers

- 14.1 On the written request of the City, the Contractor will remove any employee or Sub-Contractor for any reason including but not limited to the following:
- (a) loss of or failure to obtain appropriate or required Security Clearance;
 - (b) intoxication;
 - (c) use of foul, profane, vulgar or obscene language or gestures;
 - (d) solicitation of gratuities or tips from any person for services performed under the Agreement;
 - (e) willful, negligent or reckless action in disregard of safety or sanitary requirements or regulations; or

(f) any action which may constitute a public nuisance or disorderly conduct.

14.2 The Contractor will immediately comply with each such request and will then provide with all requested documentation verifying that the employee or Sub-Contractor has been removed from further involvement with the Agreement.

15.0 City Approvals

No reviews, approvals or inspections carried out or information supplied by the City or its employees or Sub-Contractors shall derogate from the duties and obligations of the Contractor, and all responsibility related to the Requirements shall be and remain with the Contractor.

16.0 Termination

The City at any time, in its sole judgment, may, whether or not cause exists, terminate the Services of the Contractor in whole or in part by giving 10 days' prior written notice to the Contractor. If termination is not for cause, the Contractor shall be paid at the rate prescribed for all Services properly performed to the date of the delivery of the said notice (subject to the terms of this Agreement plus necessary and reasonable wind up costs incurred, if any, in closing out the Services or the part thereof terminated).

17.0 Ownership of Documents and Copyright

17.1 All drawings, audiovisual materials, information, plans, models, designs, specifications, reports and other documents or products produced or created, received or acquired by the Contractor exclusively for the City as a result of the provision of the Services (the "Material") shall be the sole property of the City, and the City shall have the right to utilize all of the Material for its benefit in any way it sees fit without limitation.

17.2 The Material shall be delivered by the Contractor to the City forthwith following the expiration or sooner termination of this Agreement, PROVIDED that the City may, at any time or times prior to the expiration or sooner termination of this Agreement, give written notice to the Contractor requesting delivery by the Contractor to the City of all or any part of the Material in which event the Contractor shall forthwith comply with such request.

17.3 The Contractor hereby transfers title in and to the Material and assigns to the City sole copyright in the Material. The Contractor agrees that title to the Material is to be considered to have been transferred, and any copyright in the Material is to be considered to have been assigned by the Contractor to the City upon creation of the Material. The Contractor hereby irrevocably waives, in favour of the City, the Contractor's moral rights in respect of the Material. The Contractor shall obtain in writing, from its personnel, its Sub-Contractors or from any other source used, all required assignments, waivers, including waivers of moral rights, releases of interest and acknowledgements necessary to transfer title to and copyright in the Material to the City.

17.4 The Contractor hereby represents and warrants that the portion of the Material produced by the Contractor will not infringe any patent or copyright or any other industrial or intellectual property rights including trade secrets.

18.0 Warranty

- 18.1 The Contractor warrants that it has the expertise and qualifications to complete the Requirements and perform the Services during the term of Agreement in accordance with this Agreement.
- 18.2 The Contractor warrants that its employees and Sub-Contractors who are assigned to perform the Services have the qualifications, experience, knowledge, skills and abilities necessary for the fulfilment of this Agreement.

19.0 Contract Management Requirements

- 19.1 The Contractor will exercise competent supervision of the Services at all times through a designated representative who must be:
- (a) fully knowledgeable of the Requirements;
 - (b) fully accessible at all times; and
 - (c) have authority to receive on behalf of the Contractor any communication relating to the Services.
- 19.2 The City's Designated Representatives shall have the right to determine the acceptability of the quality of Services provided under this Agreement and the timing or scheduling of them.
- 19.3 The Contractor's overall performance and the quality of its Services will be determined by the City. Performance will be judged on such factors as promptness and responsiveness in relation to the Requirements, and other issues that the City shall deem to be key performance indicators.

20.0 CONFIDENTIAL AND PROPRIETARY INFORMATION

20.1 Contractor's Confidential and Proprietary Information - Defined

"Proprietary Information" means, with respect to the Contractor,

- (a) all know-how, methodologies, technology, documentation, data files, templates, tools or software (in executable code and source code) or any other materials, information or data developed or owned by or licensed to the Contractor prior to the provision of the Services under this Agreement, and all corrections, improvements and enhancements to same, and related documentation and source code and any complete or partial copies of them in any media, the concepts, techniques, ideas, know-how embodied and expressed in any computer programs or modules included in the Proprietary Information including the structure sequence and organization, and any benchmark or survey results,
- (b) any and all information obtained by the City from the Contractor or its affiliates through the course of carrying out this Agreement, including any compilations of otherwise public information,
- (c) any and all information the disclosure of which is restricted by the Personal Information Protection and Electronic Documents Act (Canada), or any other legislation similar in intent and effect to the above, and

- (d) and any other information reasonably identifiable in writing as the confidential or proprietary information of the Contractor.

20.2 City's Confidential and Proprietary Information - Defined

"Proprietary Information" means, with respect to the City,

- (a) all City owned or licensed software or proprietary information including, by way of example only, City-made modifications or extensions, and related documentation, source code and any complete or partial copies of them in any media, the concepts, techniques, ideas, know-how embodied and expressed in any computer programs or modules included in such software including the structure sequence and organization, and any benchmark or survey results,
- (b) any and all information obtained by the Contractor from the City or its affiliated organizations through the course of carrying out this Agreement, including any compilations of otherwise public information,
- (c) any and all information the disclosure of which is restricted by the Protection of Privacy and Freedom of Information Act (British Columbia), and
- (d) any other information reasonably identifiable in writing as the confidential or proprietary information of the City.

20.3 Restrictions/Limitations on Obligations Respecting Proprietary Information

For further certainty, the obligations set out in Section 20.4 respecting Proprietary Information do not apply to any part of such information which:

- (a) is or becomes publicly available through no act or failure of the recipient party, or
- (b) was or is rightfully acquired by the recipient party from a source other than the disclosing party prior to receipt from the disclosing party, or
- (c) becomes independently available to the recipient party as a matter of right (and such right is recorded in writing and is exercisable without any obligation of confidentiality), or
- (d) is compelled to be disclosed pursuant to law, provided that
 - (i) the disclosing party is promptly notified by the recipient party and given any available opportunity to obtain a protection order or other remedy against disclosure, and
 - (ii) if so compelled, the recipient party being ordered to disclose will only furnish that portion of the Proprietary Information that it is legally required to furnish.

20.4 Obligations of Recipient Party

- (a) The Contractor and the City now confirm and agree not to make use or permit any other party to make any use of the Proprietary Information except for the limited purposes contemplated by this Agreement.

- (b) The City and the Contractor now agree to limit disclosure of the Proprietary Information to only those of its employees, officers, directors, or third parties, whose access is necessary to carry out the intent of this Agreement. For further certainty, the City now confirms that the Contractor may disclose such Proprietary information to such insurance or reinsurance companies, excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties as is reasonably necessary or customary in the performance of the Services pursuant to this Agreement. When disclosing any Proprietary Information to any third party, the Contractor must give proper notifications to the third party, that any Proprietary Information provided on behalf of the City must be treated in strict confidence and that the third party will be bound by this Section 20.4 with respect to Proprietary Information. The Contractor and the City will take all reasonable steps and the same protective precautions to protect the other's Proprietary Information from disclosure to third parties as it does with its own proprietary and confidential information provided that the standard care utilized will not in any case be less than that which would be taken by a reasonable person to safeguard information of like commercial, personal, or public interest value.

21.0 Resolution of Disputes

This Agreement shall be governed by the laws of the Province of British Columbia and the parties agree to submit all disputes to the courts of British Columbia for resolution.

22.0 Assignment

This Agreement may not be assigned by either party without the other party's prior written consent which consent may be arbitrarily withheld.

23.0 Enurement

This Agreement shall be binding upon the parties hereto and their successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement as of the day and year first above written.

The Seal of the CITY OF VANCOUVER,)
 was hereunto affixed in the presence of:)
)
)
 _____)
 General Manager of Corporate Services)
)
)
 _____)
 Director of Legal Services)

(C/S)

The Corporate Seal of _____)
 was hereto affixed in the presence of:)
)
)
 _____)
 Authorized Signatory)
)
)
 _____)
 Authorized Signatory)

(C/S)



PROFESSIONAL LIABILITY INSURANCE CERTIFICATE

Section 4 – to be completed by City staff. Select # of days Written Notice is required.
Section 2 & 3 – to be completed by the Insurer or its Authorized Representative

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4

And certifies that the insurance policy as listed herein has been issued to the Named Insured(s) and is in full force and effect as of the effective date of the agreement described below.

2. NAMED INSURED: (must be the same name as the Permittee/Licensee or Party(ies) to Contract and is either an individual or a legally incorporated company)

MAILING ADDRESS:

LOCATION ADDRESS:

DESCRIPTION OF OPERATION/CONTRACT:

3. PROFESSIONAL LIABILITY INSURANCE

INSURER:
POLICY NUMBER:
POLICY PERIOD: From to
LIMITS OF LIABILITY:
Per occurrence/claim: \$
Aggregate: \$
Deductible per occurrence/claim: \$
If the policy is in a "Claims-made Form", please specify the applicable Retroactive Date:

4. POLICY PROVISIONS:

Where required by the governing contract, agreement, permit or license, it is understood and agreed that SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to the policy listed herein, either in part or in whole, will be given by the Insurer to the Holder of this Certificate. The exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER
Dated:



LIABILITY INSURANCE CERTIFICATE

Section 7 b) – City staff to select the required # of days Written Notice before sending out for completion
Section 2 through 7 – to be completed and executed by the Insurer or its Authorized Representative

- 1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policy (policies) as listed herein has/have been issued to the Named Insured and is/are in full force and effect as of the effective date of the agreement described below.
2. NAMED INSURED [must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]

BUSINESS TRADE NAME OR DOING BUSINESS AS

BUSINESS ADDRESS

DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE

3. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)

Including the following coverages:

- √ Personal Injury
√ Cross Liability or Severability of Interest
√ Employees as Additional Insureds
√ Blanket Contractual Liability
√ Broad Form Products and Completed Operations
√ Broad Form Property Damage including Loss of Use
√ Non-Owned Auto Liability

Check Additional Extensions where applicable and included:

- Work below ground level over 3 metres
□ Excavation, shoring, underpinning, pile driving or caisson
□ Demolition, removal or weakening of support of property
□ Blasting
□ Operation of hoist or attached machinery
□ 24 months Completed Operations

INSURER: POLICY NUMBER:

POLICY PERIOD: FROM: To:

LIMITS OF LIABILITY (Bodily Injury and Property Damage Inclusive):

Per Occurrence \$ Aggregate \$

Deductible Per Occurrence \$ All Risk Tenants' Legal Liability \$

4. AUTOMOBILE LIABILITY INSURANCE for operation of owned and/or leased vehicles

INSURER:

LIMITS OF LIABILITY:

POLICY NUMBER:

Combined Single Limit: \$

POLICY PERIOD: From to

If vehicles are insured by ICBC, complete and provide Form APV-47.

5. UMBRELLA OR EXCESS LIABILITY INSURANCE

Limits of Liability (Bodily Injury and Property Damage Inclusive) -

INSURER:

Per Occurrence \$

POLICY NUMBER:

Aggregate \$

POLICY PERIOD: From to

Self-Insured Retention \$

6. OTHER INSURANCE (e.g. Contractors Equipment, Crime, etc.) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

7. POLICY PROVISIONS

Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:

- a) The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license.
b) SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply.
c) The insurance policy (policies) listed herein shall be primary with respect to liability arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

Date

PRINT NAME OF THE INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER



CITY OF VANCOUVER
CORPORATE SERVICES GROUP
Materials Management
Purchasing Services

Request for Proposal
No. PS08072
Insurance Brokerage and Related Risk Management Services

To acknowledge your intent to submit a Proposal, and to ensure that you receive the required information, please submit this form to the person identified below before close of business day, August 5, 2008:

Wen Shi
 Senior Administrative Assistant
 City of Vancouver
 Fax: (604) 873-7057
 Email: purchasing@vancouver.ca

Your details:

Proponent's Name: _____
 "Proponent"

Address: _____

Telephone: _____ Fax: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date: _____

Our company **WILL** / **WILL NOT** submit a proposal for
 "PS08072 - Insurance Brokerage and Related Risk Management Services "
 by the closing date August 19, 2008 at 11:00:00 A.M.

 Authorized Signatory and Name of Company (Please print)

 E-mail Address (Please print)

 Date



CORPORATE SERVICES GROUP
Materials Management
Purchasing Services

Request for Proposal
No. PS08972
Insurance Brokerage and Related Risk Management Services

To acknowledge your intent to attend the **Information Meeting** being held at 10:00 AM on Tuesday, July 29, 2008 to review the RFP process and to answer any questions about the project, please submit this form to the person identified below by 1:00 PM, Friday, July 25, 2008.

Wen Shi
 Administrative Assistant
 City of Vancouver
 Fax: (604) 873-7057
 Email: purchasing@vancouver.ca

Your details:

Proponent's Name: _____
 "Proponent"

Address: _____

Telephone _____ Fax: _____

Key Contact Person: _____

E-mail: _____ Incorporation Date: _____

Our company **WILL** / **WILL NOT** attend the informational meeting for
 "RFP PS08072 - Insurance Brokerage and Related Risk Management Services"
 at 10:00 AM, Tuesday, July 29, 2008.

 Authorized Signatory and Name of Company (Please print)

 E-mail Address (Please print)

 Date