

**Request for Proposal**  
**for**  
**Insurance and Risk Management Services**

Request for Proposal No.: **2017-RFP-29**

Issued: **Wednesday, July 26, 2017**

Submission Deadline: **Tuesday August 22, 2017**

Submission Location: **THE PURCHASING OFFICE**

**The Regional Municipality of Niagara**

**Campbell West Building**

**1815 Sir Isaac Brock Way**

**Thorold, Ontario, L2V 4T7**

---

---

## TABLE OF CONTENTS

---

<b>Part 1 – Invitation and Submission Instructions</b> .....	<b>1</b>
1.1 Invitation to Proponents .....	1
1.2 Niagara Region’s Procurement Bylaw .....	5
1.3 Niagara Region Contact.....	5
1.4 Accommodations for Proponents with Disabilities.....	5
1.5 Contract for Deliverables .....	6
1.6 RFP Timetable .....	6
1.7 Proponent Meeting.....	6
1.8 Proposal Submission .....	7
<b>Part 2 – Evaluation and Ranking</b> .....	<b>12</b>
2.1 Stages of Proposal Evaluation .....	12
2.2 Stage I – Mandatory Requirements .....	12
2.3 Stage II – Rated Criteria .....	12
2.4 Stage III - Pricing .....	12
2.5 Stage IV - Ranking and Selection of Top-Ranked Proponent .....	12
<b>Part 3 – Terms and Conditions of the RFP Process</b> .....	<b>13</b>
3.1 General Information and Instructions .....	13
3.2 Communication after Issuance of RFP .....	14
3.3 Finalization of Contract, Notification and Debriefing .....	15
3.4 Conflict of Interest and Prohibited Conduct.....	16
3.5 Confidential Information .....	19
3.6 Reserved Rights, Limitation of Liability and Governing Law .....	19
<b>Appendix A – Contract Terms and Conditions</b> .....	<b>22</b>
<b>Appendix B – Form of Proposal</b> .....	<b>27</b>
<b>Appendix C – Forms</b> .....	<b>29</b>
Form A - Proponent Profile	
Form B - Description of Services	
Form C - Coverage Review and Premium Quote	
Form D - Acknowledgement of Proponent	
Form E - Program Cost	
Confidential Disclosure Agreement	
<b>Appendix D – RFP Particulars</b> .....	<b>52</b>
A. The Deliverables .....	52
B. Material Disclosures.....	52
C. Mandatory Requirements.....	55
D. Rated Criteria.....	56
E. Evaluation and Ranking Method .....	56
<b>Appendix E – Conditions of Award</b> .....	<b>58</b>
<b>Appendix F – Bid Irregularities</b> .....	<b>59</b>
 <b>Appendix G - Coverage Specifications (included with the RFP)</b>	
 <b>Appendix H - Board Member Schedules (upon receipt of signed CDA, will be provided as a separate Excel Spreadsheet)</b>	

---

**Appendix I - Property Schedules (upon receipt of signed CDA, will be provided as a separate Excel Spreadsheet)**

- i) Region Property and Content Schedule**
- ii) Niagara Regional Housing Property, Content and Rent Schedule**

**Appendix J - Electronic Data Processing Schedule (upon receipt of signed CDA, will be provided as a separate Excel Spreadsheet)**

- i) Region EDP Schedule**
- ii) NRPS EDP Schedule**

**Appendix K - Fleet Schedules (upon receipt of signed CDA, will be provided as a separate Excel Spreadsheet)**

- i) Region Fleet Schedule (includes trailers and equipment) with locations noted**
- ii) EMS Fleet Schedule (includes trailers) with locations noted**
- iii) NRPS Fleet Schedule (includes Watercraft and Unmanned Air Vehicle Hull) with locations noted**

**Appendix L - Respite Worker Schedule and Attachments (upon receipt of signed CDA, will be provided as a separate Excel Spreadsheet)**

**Appendix M - Loss History - 5 Years and Attachments (upon receipt of signed CDA, will be provided as a separate Excel Spreadsheet)**

**Appendix N - Survey Form and Attachments (upon receipt of signed CDA, will be provided as a separate PDF Form)**

---

## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

### 1.1 Invitation to Proponents

This Request for Proposal (“RFP”) is an invitation by The Regional Municipality of Niagara (“Niagara Region”) to prospective proponents to submit proposals for the provision of **Insurance and Risk Management Services**. Niagara Region, by undertaking a competitive process, intends to improve our insurance coverage and assistance in the management of risk and claims while reducing cost by ascertaining the best combination of coverage, premium cost and services.

#### **Intent of this Request for Proposal**

It is the intention of Niagara Region to solicit competitive proposals for Insurance and Risk Management Services. This RFP is open to qualified Proponents, including without limitation, brokers representing traditional insurers and direct writers, who are able to meet Niagara Region’s insurance requirements on a program basis. Niagara Region intends to award to one Proponent to provide quality comprehensive insurance and risk management for Niagara Region’s operations as described hereinafter. The next insurance coverage term will be November 1, 2017 to November 1, 2019.

### INTRODUCTION

This RFP should be treated as a new RFP and should be carefully read in its entirety. For clarification, while this RFP may contain some overlapping content from a previously issued RFP (2016-RFP-28) the onus remains with each respective Proponent to ensure that they have reviewed and understood the contents of this RFP. Proponents should not rely on their knowledge of any previously issued solicitation(s).

To achieve the most fair, open and transparent process, Niagara Region has engaged the services of both a Fairness Advisor (JD Campbell and Associates) and an Insurance Consultant (Somerset Insurance Consulting) and further the current insurance provider has had no part in the creation of this RFP document.

Niagara Region (or the “Corporation”) has included under Coverage Specifications (***attached hereto as Appendix G to this RFP***) all of the desired insurance policy coverages, including limits and levels of deductibles. Niagara Region understands that every policy has distinct coverage wordings and exclusions that affect the insuring clauses. Niagara Region will evaluate policy wording and all exclusions with respect to achieving the desired insurance program and overarching goals as noted in Section 1.1.

## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

Niagara Region requires certain policy limits, maximum deductibles and categories of insurance listed in sections 1 through 13 of **Appendix G**. Without limiting the generality of the foregoing statement, Niagara Region requires Commercial General Liability (CGL) and Auto Liability (Auto) coverage limits of not less than \$50,000,000 as well as Property Insurance limits of no less than the Total of Insured Value of all property owned as per the Property Schedules (attached hereto as Appendix I to this RFP). For the purposes of this RFP, Property Limits and the Total of Insured Value are the same, i.e. no per loss limit, and no per location limit.

Any proposal that does not include coverage in each of the categories of insurance noted in Appendix “G” or which does not include minimum limits or maximum deductibles at least equal or better than listed in each of section 1 through 13 of **Appendix G** may be disqualified based on Niagara Region’s sole judgement as to its materiality. Variations in policy wording is anticipated and acceptable within each category of insurance and will be evaluated as part of Coverage/Product section of the scoring matrix.

### **Background**

Niagara Region is a Regional Corporation established under the *Regional Municipality of Niagara Act* and continued in full force under the *Municipal Act, 2001*. It is the upper tier of a two-tier system of local government with the lower tier being comprised of twelve Area Municipalities as follows: the cities of St. Catharines, Niagara Falls, Port Colborne, Welland and Thorold; the Towns of Lincoln, Fort Erie, Grimsby, Niagara-on-the-Lake and Pelham; and the Townships of Wainfleet and West Lincoln. Niagara Region covers approximately 1,730 kilometers with an estimated population of over 449,098.

The responsibilities of Niagara Region are related to services that are common to the entire Niagara Region area and are separate from lower level municipality service delivery. These include the provision of water, (both production and supply to the area municipalities only), sewage treatment, solid waste collection and disposal, Regional roads system, land use planning and development, Public Health Programs, Land Ambulance and Dispatch services, Long Term Care Homes Seniors Community Programs (including Respite Companion Program which includes Respite Workers under contract with Niagara Region), Police Services, Social Assistance, Children’s Services, Social Housing through an internal department and through Niagara Regional Housing (“NRH”), (NRH does not provide Property Management Services for a fee for any housing units owned by third parties. NRH partners with others who supply specialized services and NRH refers residents to them for their needs as required such as March of Dimes, Community Support Services Niagara, Brain Injury, Niagara Region Senior Services), Provincial Offences Courts Administration and arranging for long term financing of capital expenditures related to those services.

The lower tier of the municipal governments (the Area Municipalities) provide and have jurisdiction over the following services: public transit, local streets and sidewalks, local water distribution, local collector wastewater collection, local storm water drainage, recreation

## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

programs, parks, building permits and inspections and fire protection and prevention.

Niagara Region is involved in the inter-municipal conventional and specialized transit services. For the conventional transit service, non-owned buses are operated by the Area Municipality transit departments or commission under agreement currently valid until December 31, 2017. Niagara Region does not directly carry passengers for compensation at this time. Niagara Region receives a share of the revenue. For the specialized transit the service is managed and operated by a private operator (“Service Provider”) under a service contract. Niagara Region receives credit for the full fares collected through the Service Provider.

Throughout the transit contract terms, the Service Providers are required to maintain and keep in force and effect the following insurance to limits of not less than: \$10,000,000 Commercial General Liability; and \$10,000,000 Ontario Automobile Policy to include OPCF 6C/F Public Passenger Vehicles endorsement.

All of the decisions respecting Niagara Region’s responsibilities are made by a Council of duly elected representatives (31) from the twelve Area Municipalities and its undertakings are subject to Provincial rules and regulations.

Refer to the completed Survey Form (***attached hereto as Appendix N to this RFP***) and the websites referred to below for further details concerning the above noted responsibilities and services provided by Niagara Region and the other legal entities.

### **Objectives**

Niagara Region’s ultimate goal is to have the best and most cost efficient insurance program not only for Niagara Region but also for NRH. Niagara Region has a shared services agreement with NRH that requires Niagara Region, subject to Council approval, to incorporate NRH into Niagara Region’s insurance program. NRH, while funded by Niagara Region, is operated by an independent board of directors. In addition, as a not-for profit social housing provider, the insurance it receives must meet certain minimum criteria and must be equal or better for NRH than the competing offer available through the HSC insurance program referenced in this RFP. See Appendix D. As such there is a degree of uncertainty in the process of determining whether NRH will or will not be incorporated into Niagara Region’s insurance policy as an Named Insured that cannot be resolved until after the bids become available and NRH has received a separate quote from the HSC insurance program.

Niagara Region’s expectation is to identify the Proponent best suited to:

- a) Ease Niagara Region’s administrative burden in managing its insurance program.
- b) Provide excellent service and response to Niagara Region’s insurance needs.
- c) Deliver competitive programs and coverage in the best interest of Niagara Region.
- d) Adhere to a timeline for delivery of the services described.

## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

- e) Provide advice on the sustainability of the insurance markets and suggest options to reduce the overall cost of insurance without reduction of insurance coverage.
- f) Conduct all insurance placement activities in a pro-active and beneficial manner.
- g) Perform premium rate analysis, evaluate and negotiate all renewals for each year.
- h) Commit to a term of contract which will become effective upon award to the Successful Proponent and, remain in effect for two (2) years with the Successful Proponent.
- i) Covenant that the rates will not increase in the second year of the agreement. The total premium could change as a result of updated underwriting data provided by Niagara Region prior to November 2018. The onus shall be on the Successful Proponent to justify any change in premium based on the changes noted in the underwriting data.
- j) Make recommendation as to coverage and insurer selection based upon experience of insurance trends affecting municipalities.
- k) Respond to the requirements of the Housing Services Corporation (“HSC”) as it relates to the participation of NRH, a named insured incorporated in Niagara Region’s insurance program.
- l) At renewal, and for the duration of the policy term, assist Niagara Region with the completion of applications, schedule of values if such is required and any other documentation required by insurers to place coverage.
- m) Provide follow through for receipt of all policy documents and endorsements in a timely manner. Review all policies and endorsements to ensure compliance with the terms negotiated with the insurer(s).
- n) Provide administrative support to include issuance of insurance certificates, automobile insurance slips.
- o) Manage Certificate of Insurance Issuance in a timely manner as agreed to with Niagara Region (within 2 working days).
- p) Provide other insurance services as may be requested by Niagara Region including building inspections.

### **Insurance Program Background**

By way of background information about Niagara Region’s insurance program, in addition to Niagara Region as the first named insured, the insurance program also includes the following legal entities:

- a) Niagara Regional Police Services Board;
- b) Niagara Economic Development Corporation and
- c) Niagara Regional Housing (also referred to as “NRH” in this document).

The web addresses below can provide the underwriters with a general understanding of the nature of their operations.

## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

- The Regional Municipality of Niagara [www.niagararegion.ca](http://www.niagararegion.ca)
- The Niagara Regional Police Services Board [www.nrps.com](http://www.nrps.com)
- The Niagara Economic Development Corporation [www.niagaracanada.com](http://www.niagaracanada.com)  
(Note: this corporation is in the process of being dissolved but may not be completed prior to November 1, 2017 renewal)
- Niagara Regional Housing [www.nrh.ca](http://www.nrh.ca)

Please refer to **Appendix D** – RFP Particulars for a detailed description of the Deliverables, material disclosures and mandatory requirements.

Please refer to **Appendix E** – Conditions of Award for requirements that the proponent must satisfy if selected to enter into a contract for the Deliverables.

### 1.2 Niagara Region’s Procurement Bylaw

Niagara Region’s procurement processes are governed by its [Procurement By-Law No. 02-2016](http://www.niagararegion.ca/government/bylaws/pdf/2016/Procurement-By-law-02-2016.pdf) (<http://www.niagararegion.ca/government/bylaws/pdf/2016/Procurement-By-law-02-2016.pdf>) (“Niagara Region’s By-law”). It is the proponent’s responsibility to become familiar with and comply with Niagara Region’s By-law, which is available on line at:

**If the terms of the RFP are more restrictive than the terms of Niagara Region’s By-law, the terms of the RFP will prevail.**

### 1.3 Niagara Region Contact

For the purposes of this procurement process, the “Niagara Region Contact” shall be:

**Jeffrey Mulligan**  
**Manager Purchasing Services**  
**Niagara Region**  
[Jeffrey.Mulligan@niagararegion.ca](mailto:Jeffrey.Mulligan@niagararegion.ca)

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of Niagara Region, other than the Niagara Region Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

### 1.4 Accommodations for Proponents with Disabilities

Niagara Region is committed to providing equal treatment to people with disabilities with respect to the use and benefit of municipal services, programs and goods in a manner that respects their dignity and that is equitable in relation to the broader public. In accordance with the *Ontario Human Rights Code*, *Ontarians with Disabilities Act, 2001* (ODA) and *Accessibility for Ontarians with Disabilities Act, 2005* (AODA), the Niagara Region will accommodate for a disability, ensuring full and equitable participation throughout the RFP process.

## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

If a proponent requires this RFP in a different format to accommodate a disability, the proponent must contact the Niagara Region Contact as soon as possible and in any event prior to the Submission Deadline. The RFP in the different format will be issued only to the requesting proponent and all addenda will be issued in such different format only to the requesting proponent.

### 1.5 Contract for Deliverables

The selected proponent will be required to enter into a contract with Niagara Region for the provision of the Deliverables based on the Contract Terms and Conditions set out in Appendix A to the RFP (the “Contract”). It is Niagara Region’s intention to enter into the Contract with only one (1) legal entity. The term of the Contract is to be for a period of **two years**, with an option in favour of Niagara Region to extend the Contract on the same terms and conditions for an additional term of up to **one year**. **With the exception of a direct result of changes found in updated underwriting information provided by the Niagara Regions prior to November 2018, the onus shall be on the Successful Proponent to validate and rationalize (justify) any change in premium in the second year of the agreement.**

### 1.6 RFP Timetable

Issue Date of RFP	<b>Wednesday July 26, 2017</b>
Deadline for Questions	<b>Tuesday, August 15, 2017</b>
Deadline for Issuing Addenda	<b>Thursday August 17, 2017</b>
Submission Deadline	<b>2:00:00 PM on Tuesday, August 22, 2017</b>
Public Opening	<b>2:15:00 PM on Tuesday, August 22, 2017</b>
Tentative Proponent Interviews	<b>Thursday, August 31, 2017 and/or Friday September 1, 2017</b>
Anticipated Date for Entering into Contract	<b>October/November 2017</b>

The RFP timetable is tentative only, and may be changed by Niagara Region at any time.

### 1.7 Proponent Meeting

**Not Applicable**

## **1.8 Proposal Submission**

### **1.8.1 Proposals Must Be Submitted to Prescribed Location**

Proposals must be submitted at:

THE PURCHASING OFFICE  
The Regional Municipality of Niagara  
Campbell West Building  
Floor 1.5 – Corporate Services Reception  
1815 Sir Isaac Brock Way  
Thorold, Ontario, L2V 4T7

### **1.8.2 Proposals Must Be Submitted on Time**

Proposals must be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected. Onus and responsibility rests solely with the proponent to deliver its proposal to the exact location (including floor, if applicable) indicated in the RFP on or before the Submission Deadline. Niagara Region does not accept any responsibility for submissions delivered to any other location by the proponent or its delivery agents. Proponents are advised to make submissions well before the deadline. Proponents making submissions near the deadline do so at their own risk.

In the event of any question regarding the timely receipt of any submission, the time on the clock designated by the Manager of Purchasing Services will absolutely prevail over any other timepiece regardless of any discrepancies between the time on the Manager of Purchasing Services' designated clock and actual time.

### **1.8.3 Proposals Must Be Submitted in Prescribed Format**

Proponents must submit **Five (5)** hard copies of their proposal enclosed in a sealed package that is prominently marked with the RFP title and number (see RFP cover page) and the full legal name and return address of the proponent. **One (1) hard copy shall be labelled "Master"**.

**The hard copies of all Forms and any other information in respect of pricing must be included with the proposal and enclosed in the same envelope.**

Proponents must also include in the sealed package **One (1)** electronic copy of their proposal saved on a USB key. If there is a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail.

**1.8.4 Proposal Submission Content**

Proponents must include all forms and other documents or information listed under **Appendix B** and **Appendix C**. Other than inserting the information requested, a proponent may not make any changes to any of the required forms included in this RFP. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, may be disqualified. Irregularities in proposal submissions will be addressed in accordance with **Appendix F – Bid Irregularities**.

In the event of any inconsistency between the Proposals provided by the Proponent, the “Master” shall govern. The Proposal shall contain and be presented in the following format:

- 1. Table of Contents
- 2. Form of Proposal
- 3. FORM A: Proponent Profile
- 4. FORM B: Description of Services
- 5. FORM C: Coverage Review and Premium Quote
- 6. FORM D: Acknowledgement of Proponent **to be signed and dated;**
- 7. FORM E: Program Cost **to be signed and dated;**

Any submitted documentation which is not denoted in accordance with these instructions will not be considered for evaluation purposes. Further, for the purposes of a consistent comparative, Niagara Region’s requires that each Proponent fully utilize the Forms provided, rather than rely on references to additional documentation (i.e. brochures/pamphlets). Additional documentation will not be evaluated.

Request for Proposal submissions that are not signed by an authorized signing officer may be considered incomplete and subject to disqualification at the discretion of Niagara Region as per **Appendix F – Bid Irregularities**.

**Proposal Information Description**

**FORM A - Proponent Profile**

Niagara Region seeks the following Proponent attributes:

- a) Operations include a history of providing insurance and service to municipalities of a similar size and scope to Niagara Region and related legal entities.
- b) The team members are insurance professionals with explicit knowledgeable of municipality issues as is evident from the profiles provided.
- c) There are sufficient resources to provide the insurance services described.
- d) Niagara Region’s interest in receiving the best combination coverage, services and premiums for its insurance program is paramount.

## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

- e) Insurers must have an A.M. Best Rating of at least A-.

Personnel substitutions of key contact persons will not be permitted without prior notice to Niagara Region, with Niagara Region providing written agreement to the substitution, which shall not be unreasonably withheld.

### **FORM B – Description of Services**

#### **1) Risk Management**

Niagara Region shall require assistance with its own risk management and ease of access to risk management advice. The Successful Proponent's proposal submission will demonstrate its capability to offer a wide range of insurance products and services to assist the Region in meeting the stated deliverables. The Successful Proponent will be responsible for assisting Niagara Region with insurance coverage, policy wording interpretation, contract wording review, insurance certificate review, and additional risk management services including but not limited to, identification of risk exposures, loss prevention, conducting building inspections, calculating building replacement costs for insurance purposes, conducting risk audits and loss control techniques.

#### **2) Claims Management**

Currently Niagara Region manages all claims within its deductible which is \$1,000,000 for liability policy, \$1,000,000 for property policy and \$500,000 for automobile liability policy (with \$1,000,000 DCPD and \$500,000 Loss or Damage).

Certain categories of claims, such as bodily injury claims are reported to its current insurer, irrespective of the assessment of value in order to ensure reporting guidelines are being met.

When Niagara Region requires the services of an adjusting company, Niagara Region engages the services of Cunningham & Lindsey. Niagara Region requests that each proponent advise if this is acceptable. Niagara Region may consider engaging the adjusting company used by the Proponent's Insurer(s) if this appears to be the best option for Niagara Region to do so. Niagara Region accepts that the Insurer, if providing the defence, may select defence counsel, but Niagara Region requires its interests also be considered when the selection is made.

Niagara Region's Legal Department (which includes Risk Management) consists of the following: a Director Legal Services, three Legal Counsel, three Law Clerks, a Risk Management Program Manager, a Claims Examiner, and an Administrative Assistant (for a total of 10).

The entire Legal Department responds to internal risk management from one aspect to the other. The Risk Manager, Examiner, two Legal Counsel, and two Law Clerks primarily respond

## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

to claims within our retention and falling within Niagara Region's parameter of responsibility. If the claim falls within the reportable to insurer category, notice is provided immediately and the Insurer assumes carriage of the claim and if required, external legal counsel is retained and if necessary an adjuster is appointed to investigate.

Niagara Region's Risk Manager/Claims Examiner continues to monitor the claim and respond to the Insurer's requests. The Legal Department handles non-reportable claims in house. However, Niagara Region does use an external adjuster and legal counsel from time to time on non-reportable claims where certain required expertise is necessary. Accident Benefit claims are handled and paid directly by the Insurer.

Niagara Region's practice is to open claim files for all first and third party claims that it becomes aware of by way of notice or other means, including incidents for monitoring purposes only. Niagara Region is provided guidelines when to report to the Insurer, and these guidelines include any demand for compensation which exceeds its retention as well as specific types of injuries. For the claims assumed by the Insurer, the Insurer sets the reserve. For claims within Niagara Region's retention, reserves are set when the Corporation is served with a claim or reasonably expect to likely make a payment.

Once a claim file has been opened and acknowledged, information is requested and gathered from various sources through the Legal Department, a liability assessment and position is determined based on the information provided, and written claim disposition is completed.

Niagara Region requires the Proponent to complete Form B to demonstrate the following services:

- a) A claims reporting procedure that is efficient, seamless and provides prompt response.
- b) Niagara Region has access to the claims services during business and after-hours for any matter requiring immediate attention.
- c) To act as a liaison between Niagara Region and its insurance providers, particularly reporting losses to and keeping excess insurers informed of claims developments if claims fall within any excess layers of insurance placed.
- d) Seek input from and consider Niagara Region's position and political concerns when taking a position with regard to any claim exceeding Niagara Region's deductible.
- e) Provide advice to Niagara Region about claims trends, settlement values, court decisions and other information which will assist Niagara Region to resolve its claims within the deductible effectively and expeditiously.
- f) Provide Loss Reports, with updated reserves and sufficient details for Niagara Region to ascertain the current status of the claim.
- g) Advocate on behalf of Niagara Region should the Insurer deny a claim.
- h) Deliver other claims related services which Niagara Region may require.
- i) The Proponent should supply a sample Claims Handling Agreement for review.

**FORM C – Coverage Review and Premium Quote**

Prior to completing Form C, the Proponent shall be expected to review Niagara Region’s current insurance program and the presentation format. The named Insurance Consultant reviewing the Coverages/Product portion of each Proposal shall consider the comprehensiveness of coverage and what limitation (if any) is presented by the exclusions. ***The “Any Coverage Deviation” field provides Proponents the ability to amplify the benefits of the coverage proposed by them.*** The Proponent is required to complete the Coverage Review and Premium Quoted form based upon Niagara Region’s current program and deductibles under Option 1, 2, and 3.

**FORM D – Acknowledgment Of Proponent**

This form is self-explanatory.

**FORM E – Program Cost**

The Proponent is requested to provide the annualized premium for Niagara Region’s current program and deductibles for Options 1, 2, and 3, which must be a Firm Quote. Staff shall review the Coverage Review and Premium Quote sheet, which is the more detailed document.

The Successful proponent is responsible for paying all fees and/or commissions of all brokers involved with the provision of coverage and services offered within their proposal. Such fees and/or commissions must be included in the total premiums shown.

**1.8.5 Amendment of Proposals**

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

**1.8.6 Withdrawal of Proposals**

Proponents may withdraw their proposals prior to the Submission Deadline. To withdraw a proposal, a notice of withdrawal must be sent to the Niagara Region Contact and must be signed by an authorized representative of the proponent. Withdrawn proposals will be returned unopened to the proponent.

**1.8.7 Proposals Irrevocable after Submission Deadline**

Proposals shall be irrevocable for a period of **one hundred eighty (180)** running from the moment that the Submission Deadline passes.

[End of Part 1]

## PART 2 – EVALUATION AND RANKING

### 2.1 Stages of Proposal Evaluation

Niagara Region will conduct the evaluation and ranking process in accordance with the stages set out below.

### 2.2 Stage I – Mandatory Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory requirements. Proposals that do not comply with all the mandatory requirements as of the Submission Deadline will, subject to the express and implied rights of Niagara Region, be disqualified and not evaluated further.

### 2.3 Stage II– Rated Criteria – Sections 1, 2 and 3 of Rated Criteria

In Stage II, Niagara Region will evaluate each compliant proposal as follows;

- The Evaluation Team will evaluate the rated criteria set out in Section D1 of **Appendix D** – RFP Particulars, specifically items 1, 2 and 3.
- The named Insurance Consultant will review and verify each Proponent's submission with respect to coverage specifications as outlined in **Appendix G** as well as coverage policy wordings, and further provide an objective, value based report (with no reference to financials) outlining the material differences to the Evaluation Committee for their finalization of score of Item 3.

### 2.4 Stage III– Presentation and Interview – Section 4 of Rated Criteria

- All proponents that pass Stage I will be invited to present and interview with the Evaluation Committee. Each Proponent will be provided with the same prescribed questions. The presentations and interview will be sixty (60) minutes in duration. Please review the RFP Timelines noted in Section 1.6 for the tentative dates of the presentation and interview. Please keep these available to attend and Procurement will issue invites to finalize date and time.
- The Evaluation Team will evaluate the rated criteria, set out in Section D1 of **Appendix D** – RFP Particulars, and specifically item 4.

### 2.5 Stage IV - Ranking and Selection of Top-Ranked Proponent

After the completion of Stage II and Stage III, the Manager of Purchasing Services in accordance with Section D1 of **Appendix D**, specifically item 5 will complete the mathematical calculations and final ranking of Proponents in accordance with the evaluation and ranking method described in Section E.

Subject to the reserved rights of Niagara Region, the top-ranked proponent with the highest score will be selected to enter into the Contract in accordance with Part 3.

[End of Part 2]

## **PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 RFP Incorporated into Proposal**

All of the provisions of this RFP are deemed to be accepted by each proponent and incorporated into each proponent's proposal. A proponent who submits conditions, options, variations or contingent statements to the terms as set out in this RFP, including the terms of the Contract in **Appendix A**, either as part of its proposal or after receiving notice of selection, may be disqualified. If a proponent is not disqualified despite such changes or qualifications, the provisions of this RFP, including the terms of the Contract set out in **Appendix A**, will prevail over any such changes or qualifications in the proposal.

#### **3.1.2 Proponents to Follow Instructions and Submit Only Requested Information**

Proponents should structure their proposals in accordance with the instructions in this RFP. Information must be provided in the form requested. Niagara Region will not consider any supplementary information or documents that proponents have not been requested to submit.

#### **3.1.3 Proposals in English**

All proposals are to be in English only.

#### **3.1.4 Information in RFP Only an Estimate**

Niagara Region and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

#### **3.1.5 Examination of Site**

**Not applicable**

#### **3.1.6 Proponents Shall Bear Their Own Costs**

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

#### **3.1.7 Proposal to Be Retained by Niagara Region**

Except as otherwise provided in this RFP, Niagara Region is under no obligation to return the proposal or any accompanying documentation submitted by a proponent.

## PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

### **3.1.8 Trade Agreements**

Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement are subject to that trade agreement, but the rights and obligations of the parties shall be governed by the specific terms of this RFP.

### **3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract**

Niagara Region makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Contract will not be an exclusive contract for the provision of the described Deliverables. Niagara Region may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

## **3.2 Communication after Issuance of RFP**

### **3.2.1 Proponents to Review RFP**

Proponents shall promptly examine all of the documents comprising this RFP, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

to the Niagara Region Contact on or before the Deadline for Questions. All communications must be made in writing by email and shall be deemed to be received once the email has entered into the Niagara Region Contact's email inbox. No such communications are to be directed to anyone other than the Niagara Region Contact, and Niagara Region shall not be responsible for any information provided by or obtained from any source other than the Niagara Region Contact. Niagara Region is under no obligation to provide additional information, but may do so in its sole and absolute discretion. It is the responsibility of the proponent to seek clarification from the Niagara Region Contact on any matter it considers to be unclear. Niagara Region shall not be responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

### **3.2.2 All New Information to Proponents by Way of Addenda**

This RFP may be amended only by an addendum in accordance with this section. If Niagara Region, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addenda issued in the same manner that this RFP was originally issued. Each addendum forms an integral part of this RFP. Such addenda may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by Niagara Region. In the Form of Proposal (**Appendix B**), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

If Niagara Region determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, Niagara Region may extend the Submission Deadline for a reasonable period of time.

### **3.2.4 Verify, Clarify and Supplement**

When evaluating proposals, Niagara Region may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. The response received by Niagara Region shall, if accepted by Niagara Region, form an integral part of that proponent's proposal.

## **3.3 Finalization of Contract, Notification and Debriefing**

### **3.3.1 Selection of Proponent and Finalization of Contract**

Notice of selection by Niagara Region to the selected proponent shall be in writing. The selected proponent shall enter into the Contract in the form attached as **Appendix A** to this RFP and satisfy any other applicable conditions, as set out in **Appendix E – Conditions of Award** of this RFP, within fourteen (14) days of notice of selection. This provision is solely for the benefit of Niagara Region and may be waived by Niagara Region in its sole and absolute discretion.

### **3.3.2 Failure to Enter into Contract**

In addition to all other remedies available to Niagara Region, if a selected proponent fails to enter into the Contract or satisfy any other applicable conditions, as set out in **Appendix E – Conditions of Award** of this RFP, within fourteen (14) days of notice of selection, Niagara Region may, in its sole and absolute discretion and without incurring any liability, withdraw the selection of that proponent and either proceed with the selection of another proponent or cancel the RFP process.

### **3.3.3 Notification to Other Proponents**

Once the Contract is entered into by Niagara Region and a proponent, the other proponents may be notified directly in writing and shall be notified by public posting in the same manner that this RFP was originally posted of the outcome of the procurement process.

### **3.3.4 Debriefing**

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the Niagara Region Contact and must be made within thirty (30) days of such notification. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

### **3.3.5 Proposal Dispute Resolution Procedure**

If a proponent wishes to challenge the RFP process, the proponent must submit a written objection providing sufficient detail regarding their complaint (a “Substantive Objection”) to the Director of Procurement and Strategic Acquisitions within 7 days from notification of the outcome of the RFP process. Niagara Region will respond to a Substantive Objection in accordance with the following steps:

- (a) The Director of Procurement and Strategic Acquisitions will arrange a debriefing with the proponent to explain the RFP process that led to the selection of the successful proponent.
- (b) The Director of Procurement and Strategic Acquisitions will investigate the complaint and will make a recommendation to the Commissioner of Corporate Services/Treasurer, CAO or Council, as appropriate.
- (c) Should the proponent continue to have concerns about the RFP process and is not satisfied with the decision, the proponent may then request, in writing to the Commissioner of Corporate Services/Treasurer, a mediator, to assist in resolving any outstanding issues between the proponent and Niagara Region.
- (d) The recommended mediator will be approved by both the proponent and Niagara Region.
- (e) The mediator shall make his/her best efforts to assist the parties to reach a mutually acceptable solution.
- (f) Costs for the mediator shall be equally shared by Niagara Region and the proponent.
- (g) Any resolution reached through the mediation process shall remain confidential if requested by either of the parties.

### **3.4 Conflict of Interest and Prohibited Conduct**

#### **3.4.1 Conflict of Interest**

Niagara Region may disqualify a proponent for any conduct, situation or circumstances, determined by Niagara Region, in its sole and absolute discretion, to constitute a Conflict of Interest.

For the purposes of this RFP, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of Niagara Region in the

## PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or

- (b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

For the purposes of section (a) (i) above, proponents should specifically consider whether there were any individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of Niagara Region within twelve (12) months prior to the Submission Deadline.

In addition to any other situation that may constitute a conflict of interest, suppliers will not be permitted to submit a proposal if the supplier participated in the preparation of the RFP, and any such proposal submitted will be disqualified.

### **3.4.2 Disqualification for Prohibited Conduct**

Niagara Region may disqualify a proponent or terminate the Contract if, in the sole and absolute determination of Niagara Region, the proponent has engaged in any conduct prohibited by this RFP or Niagara Region's By-law.

### **3.4.3 Prohibited Proponent Communications**

A proponent shall not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Form of Proposal (**Appendix B**).

### **3.4.4 Proponent Not to Communicate with Media**

A proponent may not at any time directly or indirectly communicate with the media in relation to this RFP or any Contract entered into pursuant to this RFP without first obtaining the written permission of the Niagara Region Contact.

### **3.4.5 No Lobbying**

A proponent, including any agent or representative of a proponent, may not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to advocate for any interest that may be affected by the RFP process or to influence the outcome of the RFP process.

## PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

In accordance with Niagara Region's Procurement By-law:

- (a) "Lobbying" means the advocacy of an interest that is affected, actually or potentially by the procurement process or individuals involved in the procurement process including seeking to influence the outcome of the procurement process or subsequent award of a contract.
- (b) Proponents, their staff members, or anyone involved in preparing a proposal, shall not engage in any form of political or other lobbying whatsoever or seek to influence the outcome of the procurement process or subsequent award. This restriction extends to all of Niagara Region's staff and anyone involved in preparing the RFP or participating in the proposal evaluation process, and members of Council.
- (c) Niagara Region may reject any proposal by a proponent that engages in lobbying, without further consideration, and may terminate that proponent's right to continue in the procurement process.
- (d) During a procurement process, all communications shall be made through the Niagara Region Contact. No proponent or person acting on behalf of a proponent or group of proponents, shall contact any elected official, consultant or any employee of Niagara Region to attempt to seek information or to influence the outcome of the procurement process.
- (e) Elected officials shall refer any inquiries about a procurement process to Niagara Region's Commissioner of Corporate Services/Treasurer.

### **3.4.6 Illegal or Unethical Conduct**

Proponents shall not engage in any illegal business practices, including activities such as proposal-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications, offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of Niagara Region, deceitfulness, submitting proposals containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

### **3.4.7 Past Performance or Past Conduct**

Niagara Region may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process. Such inappropriate conduct shall include but not be limited to the following: (a) illegal or unethical conduct as described above; (b) the refusal of the supplier to honour its pricing or other commitments made in its proposal; (c) failure to disclose a conflict of interest or (d) any other conduct, situation or circumstance described in Niagara Region's By-law.

### **3.5 Confidential Information**

#### **3.5.1 Confidential Information of Niagara Region**

All information provided by or obtained from Niagara Region in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of Niagara Region and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of the Contract;
- (c) must not be disclosed without prior written authorization from Niagara Region; and
- (d) shall be returned by the proponents to Niagara Region immediately upon the request of Niagara Region.

#### **3.5.2 Confidential Information of Proponent**

Proponents are advised that the disclosure of information received in proposals or otherwise relevant to the RFP process will be in accordance with the provisions of all relevant access to information and privacy legislation including primarily the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended (“*MFIPPA*”). Proponents should identify any confidential information in their proposals. Niagara Region will make reasonable efforts to maintain the confidentiality of such information, subject to its disclosure requirements under *MFIPPA* or any disclosure requirements imposed by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by Niagara Region to advise or assist with the RFP process. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the Niagara Region Contact.

### **3.6 Reserved Rights, Limitation of Liability and Governing Law**

#### **3.6.1 Reserved Rights of Niagara Region**

Niagara Region reserves the right to

- (a) make public the names of any or all proponents;
- (b) request written clarification or the submission of supplementary written information in relation to the clarification request from any proponent and incorporate a proponent’s response to that request for clarification into the proponent’s proposal;
- (c) assess a proponent’s proposal on the basis of
  - (i) a financial analysis determining the actual cost of the proposal when considering factors including quality, service, price and transition costs arising

### PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

- from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
  - (ii) information provided by references;
  - (iii) the proponent's past performance under previous contracts with Niagara Region;
  - (iv) the information provided by a proponent pursuant to Niagara Region exercising its clarification rights under this RFP process; or
  - (v) other relevant information that arises during this RFP process;
- (d) waive formalities and accept proposals that substantially comply with the requirements of this RFP;
  - (e) verify with any proponent or with a third party any information set out in a proposal;
  - (f) check references other than those provided by any proponent;
  - (g) disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
  - (h) disqualify any proponent who has engaged in conduct prohibited by this RFP;
  - (i) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
  - (j) select a proponent other than the proponent whose proposal reflects the lowest cost to Niagara Region;
  - (k) reject any proposal that contains pricing which appears to be unbalanced or unreasonable;
  - (l) cancel this RFP process at any stage;
  - (m) cancel this RFP process at any stage and issue a new RFP for deliverables the same as or similar to the Deliverables;
  - (n) accept any proposal in whole or in part; or
  - (o) reject any or all proposals;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

## PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

### **3.6.2 Limitation of Liability**

By submitting a proposal, each proponent agrees that

(a) neither Niagara Region nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this RFP process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and

(b) the proponent waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profits or loss of opportunity by reason of Niagara Region's decision not to accept the proposal submitted by the proponent, to enter into a contract with any other proponent or to cancel this RFP process, and the proponent shall be deemed to have agreed to waive such right or claim.

### **3.6.3 Governing Law and Interpretation**

The terms and conditions in this Part 3 – Terms and Conditions of RFP Process

(a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);

(b) are non-exhaustive (and shall not be construed as being intended to limit the pre-existing rights of the parties); and

(c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

**APPENDIX A – CONTRACT TERMS AND CONDITIONS**

The Contract for Deliverables will be the Niagara Region Form of Agreement as follows:

## NIAGARA REGION FORM OF AGREEMENT

**BETWEEN:**

**THE REGIONAL MUNICIPALITY OF NIAGARA**

(referred to as “Niagara Region”)

**AND:**

**[\*INSERT FULL LEGAL NAME OF SUPPLIER\*]**

(referred to as the “Supplier”)

In consideration of their respective agreements set out herein, the parties covenant and agree as follows:

### 1. Contract Documents

The contract between the parties in respect of:

**[Insert Name of Project or Brief Description of Deliverables – should match the description used as the title of the RFX document]**

is comprised of the following documents, which are collectively referred to as the “Contract” and attached hereto as Schedule “A”:

- (a) this Agreement;
- (b) the Schedule of Deliverables, Rates and Specific Provisions, attached hereto as **Schedule 1**;
- (c) Form of Agreement Terms and Conditions found at [www.niagararegion.ca/business](http://www.niagararegion.ca/business)
- (d) the **[\*Insert RFX Document Name and #\*]**, including any addenda, (the “Solicitation Document”); and
- (e) all the documentation submitted by the Supplier in response to the Solicitation Document (the “Supplier’s Submission”).

### 2. Interpretive Value of Contract Documents

Any ambiguity, conflict or inconsistency between or among the documents comprising the Contract will be resolved by giving precedence to the express terms of the documents in the

APPENDIX A – CONTRACT TERMS AND CONDITIONS  
NIAGARA REGION FORM OF AGREEMENT

order in which they appear above, so that a first mentioned document shall prevail notwithstanding any term or aspect of a later mentioned document.

**3. Execution**

This Agreement may be executed and (i) delivered by facsimile transmission or (ii) scanned and delivered by electronic transmission, and when so executed and delivered, will be deemed an original.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first above written.

**The Regional Municipality of Niagara**

Per:

\_\_\_\_\_  
Name:

Title:

Date of Signature:

*I have authority to bind the corporation*

**[\*\*Insert Full Legal Name of Supplier\*\*]**

Per:

\_\_\_\_\_  
Name:

Title:

Date of Signature:

*I have authority to bind the corporation*

**Schedule 1 to Niagara Region Form of Agreement – Schedule of Deliverables, Rates and Specific Provisions**

**A. Description of Deliverables**

[\*Describe the Deliverables. Reference can be made to the Solicitation Document and/or Supplier Submission, as appropriate\*]

**B. Rates and Disbursements**

**B.1 Maximum Fee**

Notwithstanding anything else in the Contract, the total amount payable by Niagara Region to the Supplier under the Contract shall not exceed [\*insert maximum contract amount\*] (\$xxx).

**B.2 Personnel and Rates**

The following individuals are responsible for the provision of the Deliverables. The Rates for these individuals are set out below and shall remain fixed during the Term of this Contract:

[\*insert personnel and rate information or replace this section with other applicable form of rate breakdown\*]

**C. Payment Terms**

The payment terms for the Contract are as follows: [\*insert payment terms (i.e. monthly invoices, full payment upon acceptance, progress payments, etc.)\*]

**D. Client and Supplier Representatives**

The **Niagara Region Representative** and contact information for the Contract is:

[\*insert name and title of Niagara Region's representative in charge of the contract and contact details, including mailing address and email address\*]

The **Supplier Representative** and contact information for the Contract is:

[\*insert name and title of Supplier representative in charge of the contact and contact details, including mailing address and email address\*]

**E. Term of Contract**

The Contract shall take effect on the [\*insert date\*] (the “**Effective Date**”) and shall be in effect for a period of [\*insert # of years or months] from the Effective Date, with an option in favour of Niagara Region to extend the term for an additional period of [\*insert extension period, if applicable, or revise this language as necessary\*], unless it is terminated earlier in accordance with the terms of the Contract or otherwise by operation of law.

**F. Specific Provisions**

[\*Insert any additional contract performance terms, including identifying any specific individuals responsible for delivery. In addition, indicate if there are modifications to the Standard Terms and Conditions in Schedule 2 and note any express deletions from Supplier’s Submission or negotiated changes to the Solicitation Document, if applicable\*]

**[The following provisions are optional and should only be included if applicable.]**

**F.1 Additional Insurance Requirements**

The Supplier shall purchase and maintain at all times during the term of the Contract the additional insurance coverage listed below:

- 1) Professional/Errors and Omissions Liability
  - a) Errors and Omissions insurance insuring the Supplier in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per claim.
  - b) The coverage under the Errors and Omissions policy shall be maintained continuously during the term of this Contract and for two (2) years after the termination or expiration of this Contract and shall cover insurable losses arising out of or in association with an error or omission in the rendering of or failure to render the Services. If coverage under the policy is cancelled within the two (2) year period after the termination or expiration of this Contract, the Supplier shall provide Niagara Region with notice within thirty (30) days of cancellation and shall be required to purchase an extended reporting endorsement to confirm that coverage is maintained.

## APPENDIX B – FORM OF PROPOSAL

### 1. Proponent Information

Please fill out the following form, and name one person to be the contact for the RFP process and for any clarifications or communication that might be necessary.	
<b>Full Legal Name of Proponent:</b>	
<b>Any Other Relevant Name under Which the Proponent Carries on Business:</b>	
<b>Street Address:</b>	
<b>City, Province/State:</b>	
<b>Postal Code:</b>	
<b>Phone Number:</b>	
<b>Fax Number:</b>	
<b>Company Website (If Any):</b>	
<b>Proponent Contact Person and Title:</b>	
<b>Proponent Contact Phone:</b>	
<b>Proponent Contact Facsimile:</b>	
<b>Proponent Contact E-mail:</b>	

### 2. Offer

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting a proposal, the proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Contract Terms and Conditions and offers to provide the Deliverables in accordance therewith at the rates set out in the Pricing Form (Form E).

### 3. Rates

The proponent has submitted its rates in accordance with the instructions in the RFP and in the Pricing Form set out as Form E.

### 4. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP

### 5. Conflict of Interest

The proponent has considered the definition of “Conflict of Interest” in Section 3.4 of the RFP and declares that there is no Conflict of Interest relating to the preparation of its proposal, and no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

APPENDIX B – FORM OF PROPOSAL

**6. Disclosure of Information**

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by Niagara Region to Niagara Region’s advisers retained for the purpose of evaluating or participating in the evaluation of this proposal.

**7. Proposal Irrevocable**

The proponent agrees that its Proposal shall be irrevocable for a period of **one hundred eighty (180) days** following the Submission Deadline.

**8. Enter into Contract**

The proponent agrees that in the event its proposal is selected by Niagara Region, in whole or in part, it will enter into the Contract based on the term and conditions set out in Appendix A to this RFP in accordance with the terms of this RFP.

**9. Addenda**

The proponent is deemed to have read and accepted all addenda issued by Niagara Region prior to the Deadline for Issuing Addenda. The onus remains on proponents to make any necessary amendments to their proposals based on the addenda. The proponent is requested to confirm that it has received all addenda by completing the statement below:

The proponent has received **addendum/addenda numbers** [ ] **to** [ ], inclusive, and all changes specified therein have been included in the proponent’s pricing.

Proponents who fail to complete this section will be deemed to have received all issued addenda.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name of Proponent Representative

\_\_\_\_\_  
Title of Proponent Representative

\_\_\_\_\_  
Date

I have the authority to bind the proponent

**ORIGINAL SIGNATURES ONLY; NO ELECTRONIC**

## APPENDIX C – FORMS

### FORMS

- FORM A:** Proponent Profile  
Questionnaire about Proponent’s Company, Team, History and Experience with Municipal Insurance, Service Deliverables, Program Insurers, Financial Information and References;
- FORM B:** Description of Services  
Questionnaire addressing Risk Management, Claims Services and Value Added Services;
- FORM C:** Coverage Review and Premium Quote  
Particulars of Proponent’s Insurance Program and Premium Quote by line of coverage and by deductible;
- FORM D:** Acknowledgement of Proponent (to be signed and dated);
- FORM E:** Program Cost (to be signed and dated);  
Set out as premium, service cost if not included in premium and taxes

**FORM A – PROPONENT PROFILE**

**FOR THE PURPOSES OF A CONSISTENT COMPARATIVE, NIAGARA REGION REQUIRES THAT EACH PROPONENT FULLY UTILIZE THE FORMS PROVIDED, RATHER THAN RELY ON REFERENCES TO ADDITIONAL DOCUMENTATION (I.E. BROCHURES/PAMPHLETS). ADDITIONAL DOCUMENTATION WILL NOT BE EVALUATED.**

**PROPONENTS SHALL ATTEMPT TO:**

**A) DESCRIBE THE DESIRED ATTRIBUTE;**

**B) DESCRIBE THE STANDARD TO WHICH THE DESIRED ATTRIBUTE SHOULD BE OPTIMALLY PROVIDED;**

**C) EXPLAIN HOW THE PROPONENT WOULD DEMONSTRATE CAPABILITY TO MEET THIS OPTIMAL STANDARD E.G. RESUME, EXAMPLES, SCHEDULE, METHODOLOGY, PLAN, ETC.**

**1) PROPONENT COMPANY AND TEAM**

PROPONENT COMPANY NAME _____
FULL ADDRESS _____
PHONE NUMBER _____ COMPANY WEBSITE _____
TOTAL YEARS OF OPERATION _____
PRINCIPAL CONTACT
NAME OF PRINCIPAL CONTACT FOR THIS PROPOSAL _____
POSITION HELD _____
PHONE NUMBER INCLUDING EXTENSION _____
CELL PHONE NUMBER _____ E-MAIL ADDRESS _____

**PROPONENT WARRANTS THAT TEAM MEMBERS HOLD THE APPROPRIATE ONTARIO LICENSE FOR THE DUTIES PERFORMED - YES \_\_\_\_\_**

---



APPENDIX C –FORMS

---

three (3) (which will remain confidential).

\_\_\_\_\_

5. What is the average number of years of Proponent’s representation for the Ontario Municipalities which are currently clients (which will remain confidential)?

\_\_\_\_\_

6. Confirm the number of municipal clients in Ontario (which will remain confidential).

\_\_\_\_\_

**PROGRAM INSURERS**

7. Identify all insurance markets which participate in Proponent’s municipality insurance program.

\_\_\_\_\_

8. Identify which companies would participate in Niagara Region’s insurance program.

\_\_\_\_\_

9. How long have the insurance companies selected to insure Niagara Region participated in the Proponent’s insurance program?

\_\_\_\_\_

10. Are all insurance companies identified in item 8 licensed in Ontario?

\_\_\_\_\_

11. Do all insurance companies identified in item 8 have offices in Ontario, and if so, where in Ontario?

\_\_\_\_\_

**FINANCIAL INFORMATION**

12. Provide financial rating for each insurer identified in item 8. The proponent must provide

---

---

their A.M. Best Rating “FSR”, A.M. Best Financial Size Category and A.M. Best Number. Insurers must have an A.M. Best Rating of at least A-.

\_\_\_\_\_

**3) PROPONENT INSURANCE SERVICES**

**TRANSITION PLAN**

1. If selected, describe Proponent’s transition plan for orderly placement of Niagara Region’s insurance program, including timelines to renewal. \_\_\_\_\_
2. What applications would Niagara Region be required to complete and what timelines would underwriters permit for completion? \_\_\_\_\_
3. Describe what other actions the Proponent would take to ensure that there is no coverage gap in the expiring policies and the policies for the new term. \_\_\_\_\_

**INSURANCE SERVICES**

4. Provide a concise description of Proponent’s servicing philosophy and resolution methods when service delivery does not meet the standard described.  
\_\_\_\_\_
5. Identify any written standards or best practices implemented by the Proponent for service deliverables.  
\_\_\_\_\_
6. What is the approximate number of meetings that would be required with Niagara Region prior to renewal? \_\_\_\_\_ During Policy Term \_\_\_\_\_
7. Would these meetings be in person or by teleconference?  
\_\_\_\_\_
8. Describe the Proponent’s ability for key team members to meet with Niagara Region on short notice should this be required.  
\_\_\_\_\_

9. Describe what marketing efforts would be made on behalf of Niagara Region, to ensure that Niagara Region achieves the best balance between price and coverage available.

\_\_\_\_\_

10. In the usual course of servicing, describe the Proponent’s service standards and/or timelines for the following:

- a. Pre-renewal meetings. \_\_\_\_\_
- b. Preparing Formal Submission for alternative quotes. \_\_\_\_\_
- c. Assisting Niagara Region to complete applications for renewal. \_\_\_\_\_
- d. Providing an evaluation of markets and terms presented. \_\_\_\_\_
- e. Delivery of policy documents. \_\_\_\_\_
- f. Issuing endorsements. \_\_\_\_\_
- g. Issuing automobile liability cards. \_\_\_\_\_
- h. Issuing certificates of insurance. \_\_\_\_\_
- i. Assistance with contract reviews. \_\_\_\_\_
- j. Providing information for reports to Council. \_\_\_\_\_
- k. Stewardship reviews. \_\_\_\_\_
- l. Benchmarking. \_\_\_\_\_
- m. Notice of change in incumbent Insurer(s) financial rating. \_\_\_\_\_
- n. Notice of market changes, including alerts about hardening or softening rates. \_\_\_\_\_

**CATASTROPHE RESPONSE**

11. Should there be an event, catastrophic or otherwise which disrupts the Proponent’s operations, describe any contingency plans in place to provide orderly services to Niagara Region.

\_\_\_\_\_

**OTHER**

12. The Proponent, having reviewed the description for insurance services in the RFP, may provide any further information in the space below pertinent to Niagara Region which is not addressed elsewhere in FORM A.

\_\_\_\_\_

**LIST REFERENCES**

**References of Proponent** \_\_\_\_\_

Each Proponent is required to provide three (3) references from organizations similar in size and scope to the Niagara Region for which the combined Insurance-Broker team has provided the same or similar deliverables within the past three (3) years.

Niagara Region, in its sole discretion, may confirm the Proponent’s responses as provided below by contacting the organizations, and the provision of the references by the Proponent is deemed to be consent to such confirmation/contact with the references.

Niagara Region reserves the right to revisit the Proponent’s scores in the rated requirements based on information learned during reference checks, should they reveal that there is inconsistency between the Proponent’s answers to the rated requirements and the results of the reference check.

Niagara Region may check references other than those provided by the Proponent.

Niagara Region does not wish to solicit references from parties who do not wish to participate in this process; therefore it is Proponent’s responsibility to ensure that the persons it identifies herein will provide a reference, if so contacted.

**REFERENCE #1**

Organization Name: \_\_\_\_\_

Industry: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail:

Which year did reference first engage the Proponent? \_\_\_\_\_

Please provide the periods of all service between first engagement to present? \_\_\_\_\_

**REFERENCE #2**

Organization Name: \_\_\_\_\_

Industry: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail:

Which year did reference first engage the Proponent? \_\_\_\_\_

Please provide the periods of all service between first engagement to present? \_\_\_\_\_

**REFERENCE #3**

Organization Name: \_\_\_\_\_

Industry: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-Mail:

Which year did reference first engage the Proponent? \_\_\_\_\_

Please provide the periods of all service between first engagement to present? \_\_\_\_\_

---

**FORM B – DESCRIPTION OF SERVICES**

**FOR THE PURPOSES OF A CONSISTENT COMPARATIVE, NIAGARA REGION REQUIRES THAT EACH PROPONENT FULLY UTILIZE THE FORMS PROVIDED, RATHER THAN RELY ON REFERENCES TO ADDITIONAL DOCUMENTATION (I.E. BROCHURES/PAMPHLETS). ADDITIONAL DOCUMENTATION WILL NOT BE EVALUATED.**

**PROPONENTS SHALL ATTEMPT TO:**

**A) DESCRIBE THE DESIRED ATTRIBUTE;**

**B) DESCRIBE THE STANDARD TO WHICH THE DESIRED ATTRIBUTE SHOULD BE OPTIMALLY PROVIDED;**

**C) EXPLAIN HOW THE PROPONENT WOULD DEMONSTRATE CAPABILITY TO MEET THIS OPTIMAL STANDARD E.G. RESUME, EXAMPLES, SCHEDULE, METHODOLOGY, PLAN, ETC.**

**1) RISK MANAGEMENT SERVICES**

1. Proponent to provide a detailed description of its expertise in providing risk management services, the person or persons who would provide this service and the method of delivery.

\_\_\_\_\_

2. Describe in detail what risk management services would be available for the duration of any contract with the Proponent. For example, would the Proponent provide appraisal services and/or loss control?

\_\_\_\_\_

3. Describe any risk management systems managed by the Proponent and available for Niagara Region's use to enhance risk management.

\_\_\_\_\_

4. Describe what risk management information would be provided that would be of interest and of assistance to Niagara Region. This can be in the nature of opportunities for automation and streamlining, bulletins, newsletters, on-line access to information, formal risk management meetings held by the Proponent or any other educational opportunities.

\_\_\_\_\_

**OTHER**

5. The Proponent may present additional information in the space provided below not previously addressed above.

---

---

**2) CLAIMS MANAGEMENT SERVICES**

1. Niagara Region would prefer to select its own independent adjusters and dependent upon the circumstances of loss, possibly defence counsel. Describe what conditions would be placed on this selection.

---

2. Niagara Region prefers to manage claims within its deductible, including at its option, bodily injury claims. Describe what claims management autonomy would be available to Niagara Region.

---

3. Describe the process engaged when a claim originally believed to be within deductible has adverse development and the exposure exceeds the deductible. Address what potential exists for insurers to deny the claim for late reporting.

---

4. Describe Proponent's claims reporting systems, the frequency of reports to Niagara Region and what information can be provided by these.

---

5. Describe the claims reporting process to Insurer(s) on risk.

---

6. Once reported to the Insurer, would Niagara Region have any rights to associate with claims decisions made or would this vest solely with the Insurer?

---

7. Once reported to the Insurer, would Niagara Region have any rights to counsel selection?

---

8. Does the Insurer have its own claims department and if so, identify the number of claims staff (excluding clerical support) or if there is a control adjuster, identify the company?

---

9. Are the Insurers' adjusters/examiners engaged exclusively in management of municipality claims?

---

---

\_\_\_\_\_

**RESERVING CLAIMS**

10. Describe reserving and claims management philosophy for Insurer(s) on risk.

\_\_\_\_\_

11. How often does Insurer on risk review and update reserves and describe what oversight the Broker provides to ensure that reserves are current and/or reduced when liability exposure is determined unlikely, or closed in a timely manner once the claim is settled?

\_\_\_\_\_

12. Are separate reserves posted for claims, adjusting and legal expense?

\_\_\_\_\_

13. Would the reserve be reduced by Niagara Region's deductible, even if not yet collected?

\_\_\_\_\_

14. Confirm if the Insurers request reimbursement of claims payments within the deductible at specific times such as quarterly, as incurred or upon settlement of the claim?

\_\_\_\_\_

15. Is Niagara Region afforded the opportunity to provide feedback with respect to Insurer reserves?

\_\_\_\_\_

**CATASTROPHE CLAIMS**

16. Catastrophic claims present unique challenges as these cause significant damage in a short period of time and affect many persons. Describe what claims and other services would be provided to assist Niagara Region with its response to a catastrophic event.

\_\_\_\_\_

**CLAIMS ADVOCACY**

17. Describe the claims advocacy that the Proponent would provide Niagara Region for coverage disputes with the Insurer.

\_\_\_\_\_

18. If the Proponent is an Insurer, describe what dispute resolution procedures are in place when there is a coverage disagreement.

---

---

**OTHER**

19. The Proponent may present information in the space below about any other claims management services offered by the Proponent or Insurer which has not been previously addressed above.

20. The Proponent shall provide a sample claims handling agreement for review.

21. The Proponent shall affirm that any costs associated with the services described within this Form are included in the Program Cost identified in Form E.

---

**FORM C – COVERAGE REVIEW AND PREMIUM QUOTE**

**INSTRUCTIONS TO PROPONENTS FOR COMPLETION OF COVERAGE REVIEW AND PREMIUM QUOTE SHEETS**

1. Proponents are requested to review the Coverage Specifications provided in Appendix G to familiarize themselves with Niagara Region's current Insurance Program (**which includes specific limits, sublimits and deductibles under Respite Workers, NEDC E&O/D&O, Employee Dishonesty, Environmental for NRH, Equipment Breakdown and UAV Liability & Physical Damage**);
2. For the purpose of their Proposal, Proponents agree that the Named Insured, Additional Insured or Interested Parties, are as currently appear in Niagara Region's policies, or as may be amended by Niagara Region at the time of Award;
3. Niagara Region does not expect Proponents to quote the current Program exactly, **unless otherwise specified herein**, but does require that the insurance proposed by them meets or exceeds Niagara Region's current insurance coverage;
4. The Proponent is **required** to input their proposed coverage in the FORM provided.
5. The policy limit, sub-limit or aggregate for each coverage must be shown;
6. Key coverage benefits and exclusions must to be clearly identified;
7. Show all Deductible(s); for example earthquake coverage; sewer back-up per loss or claimant, as the case may be, or as applies to liability, property, automobile and crime coverage;
8. Identify limitations, conditions, or subjectivity and warranty to which the coverage is subject;
9. Use the fields entitled "Any Coverage Deviation" to explain the Proposal or to suggest options.
10. All Insurers must be identified, including Lloyd's syndicates and participation share;
11. Policy wordings must be attached to the applicable Coverage Sheet;
12. Notice of Cancellation period to be provided;
13. Return all Coverage Review and Premium Summary Sheets with Proposal, even if not completed.

- 
14. The Proponent is encouraged to provide their explanations under “Expand on the Various Terms of the Policy” column in point form.

---

## FORM D – ACKNOWLEDGEMENT OF PROPONENT

To The Regional Municipality of Niagara (“Niagara Region”):

By submitting a Proposal with the Mandatory Documents completed, the Proponent acknowledges that it has carefully examined the Instructions to Proponents and all of the other Proposal Documents and Addenda, if any, issued, and

I/WE \_\_\_\_\_ the undersigned declare:

- a) THAT the FORMS returned have not been changed or altered in any way from the original wording; and
- b) That I/WE are able to meet any financial standard required by Niagara Region and that the Proponent is licensed to conduct business in Ontario and that its license is in good standing;
- c) That I/WE have prepared the Proposal without connection, knowledge, comparison of figures or arrangements with any other person or persons submitting a proposal for the same services and without collusion or fraud;
- d) That I/We accept to be bound by the terms of this RFP and the Proposal Documents;
- e) That I/We agree to be bound by the information set out in Mandatory Documents or any other provision contained in this RFP;
- f) That I/WE has informed Niagara Region of all actual, potential or perceived conflicts of interest in submitting the Proposal;
- g) That I/We agree to satisfy the conditions of award set out in these Instructions to Proponents;
- h) That I/We accept and agree to keep the Proposal(s) open for acceptance by Niagara Region and not to withdraw the Proposal for the Irrevocable Period;
- i) That I/We agree and accept that Niagara Region shall in no event be responsible for any costs incurred by us in the preparation and submission of the Proposal(s);
- j) That the awarding of the Contract, by Niagara Region is based on this Proposal, which shall be an acceptance of this RFP; and
- k) That I/We acknowledge the pricing quoted is firm, except as may be agreed by subsequent amendment to Niagara Region’s insurance requirements; and

---

l) That I/We affirm, that the Proponent is duly authorized to complete this Proposal by signing it.

**(The following must be completed in ink and affixed with an original signature and submitted with the original Proposal.)**

Dated at [insert name of municipality where signed], this [insert day] of [insert month], 2017.  
[insert legal name of Proponent in capital letters & bold]

Per:

\_\_\_\_\_  
Name:

Title:

*I have authority to bind the corporation.*

**FORM E – PROGRAM COST**

The Successful proponent is responsible for paying all fees and/or commissions of all brokers involved with the provision of coverage and services offered within their proposal. Such fees and/or commissions must be included in the total premiums shown.

**TOTAL PROPOSED PRICE**

For Niagara Region’s insurance program for November 1, 2017 – November 1, 2018

**I/We (PROPONENT NAME) \_\_\_\_\_**

**OPTION 1**

Offer the following quotation for **The Regional Municipality of Niagara, including Niagara Regional Police Services Board and Niagara Economic Development Corporation standing on a policy of their own [at current deductibles for General Liability (\$1M), Property (\$1M) & Auto Liability (\$500K)]**

Total Firm Quote     \$\_\_\_\_\_     **TOTAL PROPOSED PRICE \$\_\_\_\_\_**  
Applicable Tax         \$\_\_\_\_\_

**OPTION 2**

Offer the following quotation for **Niagara Regional Housing standing on a policy of its own [at current deductible of \$25,000].**

Total Firm Quote     \$\_\_\_\_\_     **TOTAL PROPOSED PRICE \$\_\_\_\_\_**  
Applicable Tax         \$\_\_\_\_\_

**OPTION 3**

Offer the following quotation for **The Regional Municipality of Niagara, including Niagara Regional Police Services Board, Niagara Economic Development Corporation and Niagara Regional Housing combined on one policy of insurance [at current deductibles for General Liability (\$1M), Property (\$1M) & Auto Liability (\$500K)]**

Total Firm Quote     \$\_\_\_\_\_     **TOTAL PROPOSED PRICE \$\_\_\_\_\_**  
Applicable Tax         \$\_\_\_\_\_

**I/We (PROPONENT NAME) \_\_\_\_\_**

Agree that all Terms and Conditions of Niagara Region’s RFP for Insurance and Risk Management Services shall apply.

APPENDIX C – FORMS

I/We have the authority to bind the Corporation

---

SIGNED BY (authorized official)

---

DATE

**CONFIDENTIAL DISCLOSURE AGREEMENT**

THIS AGREEMENT, made as of [insert date], is by and between [insert legal name of], (“Proponent”) having a place of business at [insert address of Proponent], and **The Regional Municipality of Niagara** (“Niagara Region”), **1815 Sir Isaac Brock Way**, Thorold, ON, L2V 4T7.

**RECITALS:**

1. The Proponent desires to bid in a competitive procurement process with Niagara Region known as 2017-RFP-29.
2. In order to bid, the Proponent requires particulars of Niagara Region’s current insurance program, which insurance program particulars are confidential, for the sole purpose of preparing for and submitting the Proponent’s Proposal to Niagara Region in response to 2017-RFP-29.
3. The parties are setting out their respective rights and obligations regarding the disclosure and use of the Confidential Information in this Agreement.

**NOW THEREFORE IN CONSIDERATION** of the mutual terms and conditions and subject to the terms and conditions herein contain, the parties agree as follows:

1. “Confidential Information” of Niagara Region means any non-public proprietary information or technology used by Niagara Region and any materials evidencing same (whether or not marked “Confidential”), including the terms of this Agreement and without limitation includes the insurance program particulars included in 2017-RFP-29 and information set out in **Schedule “A”** attached. The obligations of confidentiality and restrictions on use set forth herein shall not apply to any Confidential Information which: (i) is available to the public as of the date of this Agreement; (ii) becomes publicly available through no fault of the Proponent or its employees; (iii) is already lawfully known to the Proponent at the time of its receipt; (iv) is available to the Proponent from a third party who is not under an obligation of confidence with respect to such information; or, (v) is required to be disclosed by a government agency, by court order, or by law. Confidential information includes Confidential information of any entity controlling, controlled by, or under common control of Niagara Region.
2. Unless approved in advance in writing, neither the Proponent or any of its employees, will disclose, transfer, distribute or allow access to any Confidential Information of Niagara Region to any of the Proponent’s employees (except those who have a need to know such Confidential Information in order to prepare the Proponent’s proposal, as above-noted) or to third parties, unless such employees or third parties have been approved in writing by Niagara Region and have acknowledged in writing the binding effect of these restrictions. Confidential Information will not be used or copied except in accordance with this Agreement. Any copies made of Niagara Region’s Confidential Information shall be identified as belonging to Niagara Region and marked “CONFIDENTIAL” by the Proponent. The Proponent shall employ the same efforts to protect Niagara Region’s Confidential Information that it applies to protect its own Confidential

APPENDIX C – FORMS

Information, which efforts shall be at least commercially reasonable.

3. In the event that the Proponent is requested pursuant to, or required by applicable law, regulation or legal process to disclose any of the Confidential Information, the Proponent shall provide Niagara Region with prompt prior written notice of such requirement and will refrain from such disclosure for the maximum period of time allowed by law so that Niagara Region may seek a protective order or other appropriate remedy to protect the confidentiality of the information and/or waive compliance with the terms of this Agreement.
4. If the Proponent causes an unauthorized disclosure of Niagara Region’s Confidential Information, the Proponent shall immediately report the disclosure to Niagara Region and shall assist Niagara Region in limiting the resulting infringement of its rights. The Proponent shall cooperate in prosecuting any claims against third parties for unauthorized use.
5. The Proponent further acknowledges that the Confidential Information is shared in the manner of a time and purpose limited license for use only as set out in this Agreement and only by the Proponent as permitted by Niagara Region. The Confidential Information remains the property of Niagara Region and not that of the Proponent except as permitted.
6. Disclosure or use of the Confidential Information by employees or agents of the Proponent’s own organization shall only be allowed to those of its employees or agents who have agreed in writing (under Proponent’s own blanket or specific agreement form) to protect and preserve the confidentiality of such disclosures and who are listed below as designated by the Proponent to require access to the Confidential Information for the aforementioned purposes:  
[list employees or agents here]  

---

---

---

---
7. The Proponent acknowledges that Niagara Region, as a regional level of Ontario municipal government, is governed by the province of Ontario’s freedom of information and protection of privacy legislation, including the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended and the *Personal Health Information Protection Act, 2004*, S.O. 2004, c.3, Sched. A and agrees to abide by the tenets and requirements of such legislation in all dealings with Niagara Region.
8. This Agreement shall commence as of the day and year first written above and shall continue with respect to any disclosures of Confidential Information by Niagara Region to the Proponent without ceasing as per s. 10 below.
9. The Proponent shall return all written or electronic forms of the Confidential Information immediately after the Proponent’s submits its proposal under the competitive procurement

APPENDIX C – FORMS

process and shall not keep any written, graphic, electronic and other tangible forms of the Confidential Information (including notes or other write-ups thereof made by Proponent in connection with the disclosures by Niagara Region) and shall make no copies thereof.

10. The obligations of the Proponent respecting disclosure and use of Confidential Information acquired from Niagara Region shall survive expiration or termination on this Agreement and shall continue indefinitely.
11. In the event that the parties enter into a written contract concerning a business relationship of the type contemplated herein, the provisions of such contract concerning confidentiality of the Confidential Information shall supersede and prevail over any conflicting provisions of this Agreement.
12. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Province of Ontario. This Agreement shall not be modified or amended in any manner except by a written instrument signed by all parties hereto.
13. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect. No failure by either party to exercise any right arising from a default of the other party shall impair that right or constitute a waiver of it. No waiver by either party of any covenant to be performed by the other shall constitute a waiver of any later breach or covenant. Unless stated otherwise, all remedies are cumulative and in addition to any other remedies available at law or equity. Neither party may, without the prior written consent of the other party, assign or transfer its rights under this Agreement.
14. This agreement is intended for the specific exchange of Confidential Information described herein and for no other purpose. This agreement should not be construed as creating a consulting, employment, agency, partnership, joint development, teaming or any other type of relations. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

The Proponent and Niagara Region acknowledge acceptance of this Agreement by the signature below of authorized signing officers.

Dated at [insert name of municipality where signed], this [insert day] of [insert month], 2017.

[insert legal name of Proponent in capital letters & bold]

Per:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPENDIX C – FORMS

Name:

Title:

*I have authority to bind the corporation.*

Dated at Thorold, this            of            , 2017.

**THE REGIONAL MUNICIPALITY OF NIAGARA**

Per:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name:

Title:

*I have authority to bind the corporation.*

**Schedule “A” to Confidential Disclosure Agreement**

Confidential Information includes all information contained in Appendices H to N of 2017-RFP-29, without limitation, the details of coverages, Coverage Specifications, Board Member Schedules, Property Schedules, Electronic Data Processing Schedule, Fleet Schedules, Respite Worker Schedule, Loss History, and Survey Form with attachments.

## APPENDIX D – RFP PARTICULARS

### A. The Deliverables

This assignment will include, but not be limited to, the following:

#### 1. Quote and Submission Requirements

In addition to Niagara Region as the first named insured, the insurance program also includes the following legal entities:

- a) Niagara Regional Police Services Board;
- b) Niagara Economic Development Corporation and
- c) Niagara Regional Housing.

Presently, as between Niagara Region and NRH, there is a risk financing and claims shared service agreement in place whereby Niagara Region is responsible for placing the program on behalf of NRH, obtaining insurance renewal quotes with and without NRH's participation in the program as well as responding to claims as between NRH's deductible of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) and Niagara Region's insurance program deductible of ONE MILLION DOLLARS (\$1,000,000).

As part of NRH's obligations to the HSC to support the decision to obtain insurance coverage from an approved Alternate Broker, NRH is required to provide information to HSC to support this decision. In order for the Alternate Broker to be considered, the quote must meet or exceed the standard coverages as outlined by HSC program. For further details, please reference <http://www.hscorp.ca/our-programs-and-services/forms-and-policies/alternate-broker-renewal-process-timelines-renewal-date-november-1/>.

In terms of coverages for NRH, although the policy wordings are essentially identical to Niagara Region's program, **NRH does have some unique coverages**. Although these unique coverages are noted in the attached Coverage Specifications, it is prudent to further describe the coverages below:

**1) A Stand Alone Environmental Policy:** This policy is presently placed through the Frank Cowan program. The policy is subject to a terrorism exclusion. The limits under the current policy are TWO MILLION DOLLARS (\$2,000,000). The policy has a self-insured retention of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) from any one event, occurrence or spill. The policy also provides coverage for first party clean-up costs to a limit of ONE HUNDRED THOUSAND DOLLARS (\$100,000) for any one claim as well as an annual aggregate of all claims of ONE HUNDRED THOUSAND DOLLARS (\$100,000). The policy is subject to a retained limit (deductible) of ONE THOUSAND DOLLARS (\$1,000) for each claim including all costs and expenses.

**2) Corporate Indemnification Coverage Extension:** NRH also carries an endorsement under their Errors and Omissions policy that would replicate a Directors and Officers policy. This was achieved by way of endorsing the policy with a Corporate Indemnification Coverage (“CIC”) extension. The limits under this policy is TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) and there is no deductible.

**The Proponent Will Be Required To Submit The Following Quotes:**

**Option 1:**

A stand-alone quote for Niagara Region that would include Niagara Regional Police Services Board and Niagara Economic Development Corporation based on the specified coverages, limits, and deductible levels as set out in the attached Coverage Specifications (which include specific limits, sub-limits and deductibles under Respite Workers, NEDC E&O/D&O, Employee Dishonesty and Equipment Breakdown).

**Option 2:**

A stand-alone quote for NRH with the following coverages, limits and deductibles (further details as set out in the attached Coverage Specifications).

**a) Municipal Liability:**

\$50M limit with a \$25K deductible

**b) Errors and Omissions:**

\$50M limit with a \$25K deductible

E&O with CIC endorsement: \$2.5M limit with a nil deductible

**c) Non-Owned Auto:**

Third party liability: \$50M limit with a nil deductible

Legal liability for damage to NOA: \$50K limit with a \$250 deductible

**d) Environmental Policy:**

\$2M with a \$25K deductible

**e) Crime:**

\$5M Limit

Deductible for all insuring agreements: NIL

**f) Board Members' Accident**

**g) Property and Equipment Breakdown:**

Based on replacement cost value of each property with a \$25K deductible

Equipment Breakdown \$100M with a \$25K deductible

APPENDIX D – RFP PARTICULARS

Option 3:

A quote for combining all 4 entities into one program based on the specified coverages, limits, deductible levels as set out in the attached Coverage Specifications (which includes specific limits, sub-limits and deductibles under Respite Workers, NEDC E&O/D&O, Employee Dishonesty, Environmental for NRH only and Equipment Breakdown).

**2. Coverage Specifications**

The Coverage Specifications are detailed in the attached **Appendix G to this RFP**.

**Occurrence vs. Claims Made:** All liability policies must be written on an occurrence basis, with the exception of the Errors and Omissions and Environmental Liability policies.

Niagara Region’s current Insurance Program contains the following policy coverages, further particulars of which are provided in the **Appendix G as part of the RFP**.

1.	MUNICIPAL LIABILITY (Occurrence Made Form)
2.	ERRORS AND OMISSIONS (Claims Made Form)
3.	NON-OWNED AUTOMOBILE
4.	ENVIRONMENTAL LIABILITY (Claims Made Form) <b>Niagara Regional Housing ONLY</b>
5.	COMPREHENSIVE CRIME
6.	COUNCILLORS’ AND BOARD MEMBERS’ ACCIDENT
7.	MUNICIPAL CONFLICT OF INTEREST
8.	LEGAL EXPENSE REIMBURSEMENT
9.	PROPERTY
10.	BOILER AND MACHINERY/EQUIPMENT BREAKDOWN
11.	AUTOMOBILE FLEET
12.	CYBER & PRIVACY LIABILITY
13.	UNMANNED AIR VEHICLE HULL & LIABILITY INSURANCE (new in 2016, note increased limits requested in 2017)

**B. Material Disclosures**

**Not Applicable – All Information Required to Bid has or will be provided to Proponents provided the Confidentiality Disclosure Agreement is signed.**

### **C. Mandatory Requirements**

#### **1. Form of Proposal (Appendix B)**

Each proposal must include a Form of Proposal (Appendix B) completed and signed by an authorized representative of the proponent.

#### **2. Form (Appendix C)**

Each proposal must include Forms A through E (Appendix C) completed according to the instructions contained in the form.

#### **3. Licensing Requirements**

All Proponents are required to furnish satisfactory evidence that they have the ability, experience, and capital to enable them to fulfil the requirements of any ensuing contract including but not limited to evidence that:

- a) Insurance Companies proposed or proposing are licensed in Ontario;
- b) Insurance Brokers proposing are licensed by RIBO.

#### **4. Proposal Security**

Not required

#### **5. AODA Standards of Accessibility Compliance**

**Information and communications (without limitation, documents, materials and presentations) provided to Niagara Region as part of the Deliverables, which shall be posted to Niagara Region's website shall be provided in an AODA compliant format, specifically without limitation, meaning that the said documents must conform to World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA.**

**D. Rated Criteria**

**1. Summary of Rated Criteria**

The following is a summary of the rated criteria and weightings for the evaluation of proposals.

CRITERIA	Weighting %	Points	Weighted Score
<b>The Regional Municipality of Niagara – Insurance Services Scoring</b>			
<b>1. Proponent/Qualifications</b> <ul style="list-style-type: none"> <li>• Experience</li> <li>• Financial</li> <li>• Service for Transition of Policy</li> </ul>	10%		
<b>2. Services and Support (20%)</b>			
<ul style="list-style-type: none"> <li>• Risk Management Services</li> </ul>	5%		
<ul style="list-style-type: none"> <li>• Claims Management Services</li> </ul>	15%		
<b>3. Coverage/Product</b>	30%		
<b>4. Presentation and Interview</b>	5%		
<b>5. Total Program Cost (35%)</b>			
<ul style="list-style-type: none"> <li>• Option #1</li> </ul>	15%		
<ul style="list-style-type: none"> <li>• Option #3</li> </ul>	20%		
<b>TOTAL</b>	<b>100%</b>		

**E. Evaluation and Ranking Method**

Pricing for three program options are requested in Form E. Option 3 includes the combination of NRH, Niagara Region and the other named entities set forth under that option in Form “E”. Historically the cost of Option 3 has been less than the combined prices for Option 1 and Option 2 and is Niagara Region’s preferred result. Option 2 is included only for the purpose of comparison to the insurance offered by HSC and it is anticipated will never be chosen as a stand-alone policy for NRH. Niagara Region recognizes that some proponent’s submission with respect to NRH insurance will not meet or exceed the requirements of HSC and thereby eliminate further consideration of Option 3.

Only the proponent’s price for each of Option 1 and 3 will be evaluated using the following formula:

- OPTION 1: lowest price (Option 1) ÷ proponents price (Option 1) × weighting for Option 1 (15%) = proponents pricing points for Option 1
- OPTION 3: lowest price (Option 3) ÷ proponents price (Option 3) × weighting for Option 3 (20 %) = proponents pricing points for Option 3

APPENDIX D – RFP PARTICULARS

Each proponent’s aggregate score out of a maximum of 35 for pricing will be the aggregate of their scores on each of the two options.

Example:

Lowest bidder Option 1 is 100;

Lowest Bidder Option 3 is 125

Bidder A bids 110 for Option 1 and 130 for Option 3. That bidders aggregate score will be:  
 $(100/110*15) + (125/130*20) = 32.27$  points

**ANY BIDDER THAT IS ALSO A SUPPLIER OF THE HSC PROGRAM INSURANCE MAY BE DISQUALIFIED IF THE HSC PROGRAM INSURANCE PRICE OFFERED BY THAT BIDDER TO NRH DIRECTLY IS DIFFERENT THAN THAT BIDDER’S SUBMISSION FOR OPTION 2. AS STATED NIAGARA REGION PREFERS OPTION 3 ON THE BASIS IT PROVIDES THE BEST VALUE FOR NIAGARA REGION AND RELATED ENTITIES.**

**ACCORDINGLY, NIAGARA REGION SPECIFICALLY RESERVES THE RIGHT TO RECOMMEND AWARD TO THE HIGHEST SCORING PROPONENT QUALIFIED TO OFFER INSURANCE TO ALL OF NRH, NIAGARA REGION AND ALL RELATED ENTITIES (OPTION 3) OVER A HIGHER SCORING PROPONENT THAT IS NOT QUALIFIED TO PROVIDE INSURANCE TO NRH BECAUSE THE COMBINATION OF PRICING OF OPTION 2 AND THE POLICY OPTIONS DOES NOT MEET OR EXCEED THE REQUIREMENTS OF HSC. SEE PAGE 1 OF THIS APPENDIX D.**

Scoring Category	Description	Numeric Score
Fail	Requirement is not met or is not acceptable.	0
Poor	Minimally addresses the component, but one or more major considerations of the component are not addressed.	1 - 3
Fair	The response addresses some aspects of the component, but minor considerations may not be addressed.	4 - 6
Good	The response addresses the component and provides a reasonably good quality solution.	7
Very Good	There is a high degree of confidence in the proponent’s response as a proposed solution to address the component.	8 - 9
Exceptional	The proposed solution goes above and beyond the requirements as well as provides a high degree of confidence in its effectiveness.	10

## APPENDIX E – CONDITIONS OF AWARD

The selected proponent must satisfy the following conditions and provide the following information within 14 days of the notice of selection:

**1. Certificate of Insurance**

The selected proponent must provide Niagara Region with a Certificate of Insurance acceptable to Niagara Region and, if requested by Niagara Region, certified copies of the insurance policies. The Certificate of Insurance must comply with the insurance requirements outlined in the Contract Terms and Conditions (Appendix A) and must be on Niagara Region's form of Certificate of Insurance, which can be found on Niagara Region's website – [www.niagararegion.ca/business/fpr/cert-insurance.aspx](http://www.niagararegion.ca/business/fpr/cert-insurance.aspx). If the Certificate of Insurance is provided in a non-original form (e.g. a facsimile, photocopy or scanned electronic copy), the proponent acknowledges and agrees that Niagara Region is fully entitled to treat any such Certificate as an original and that the proponent will be responsible for the accuracy and validity of the information contained therein. . If required by Niagara Region, certified copies of all the above-mentioned policies shall be delivered to Niagara Region. All subsequent policy renewals and certificates of insurance thereafter, during the time that the Contract is in force, shall be forwarded to Niagara Region within fifteen (15) days of their renewal date.

**2. Workplace Safety and Insurance Board Clearance**

The selected proponent shall provide:

- (a) A valid, current Clearance Certificate declaring that the selected bidder is registered with Workplace Safety and Insurance Board ("WSIB"), and has an account in good standing; or
- (b) A Letter of Good Standing issued by WSIB.

If WSIB coverage is not required by law to be carried by the selected proponent, the selected proponent shall provide one of the following (as the case may be):

- (a) An Exemption Letter from WSIB, satisfactory to Niagara Region's Director of Legal and Court Services;
- (b) An Independent Operators Status Certificate issued by WSIB; or
- (c) Such further and other evidence as may be satisfactory to Niagara Region's Director of Legal and Court Services.

In addition to the indemnification provided by the selected bidder elsewhere in this RFP, the selected bidder agrees to indemnify Niagara Region and its respective elected officials, directors, officers, agents, employees, and volunteers, successors and assigns for all losses, claims, expenses (including reasonable legal fees) or other charges related to the selected bidder's status with WSIB.

## APPENDIX F – BID IRREGULARITIES

**NOTE:** In this Appendix, references to “bids” shall be interpreted to mean “proposals” and references to “bidders” shall be interpreted to mean “proponents”.

### RESPONSES FOR ADMINISTERING IRREGULARITIES CONTAINED IN BIDS

	<u>IRREGULARITY</u>	<u>RESPONSE</u>
1.	Late Bids.	Automatic rejection. Returned unopened to the bidder.
2.	Unsealed Envelopes.	Automatic rejection.
3.	<b>Insufficient Financial Security</b>	
	A) No Bid Deposit, uncertified cheque, or financial security not an original (e.g. a photocopy or a facsimile of a financial security).	Automatic rejection.
	B) Amount of financial security is insufficient:	Automatic rejection.
	i. Amount of security is expressed as a percentage of the total bid sum.	Automatic rejection, unless in the opinion of Procurement and Strategic Acquisitions the insufficiency in the financial security is de minimus (trivial or insignificant).
	ii. Amount of security is expressed only as a dollar figure.	Automatic rejection.
	C) i. Name or signature of Supplier is missing or incomplete.	Automatic rejection.
	ii. Seal of Supplier is missing or incomplete.	Two (2) working days* to obtain missing or incomplete items.
	D) Name, signature, or seal of bonding company is missing or incomplete.	Automatic rejection.
	E) Failure to provide a letter of agreement to bond (if required).	Automatic rejection.
4.	<b>Bid Document – execution</b>	
	A) Bids completed in erasable medium.	Automatic rejection.
	B) i. Signature of representative	Automatic rejection.

	<u>IRREGULARITY</u>	<u>RESPONSE</u>
	authorized to bind the Supplier missing or incomplete on the prescribed form which is to be submitted in response to a Bid Solicitation.	
	ii. Electronic signature of representative or absence of corporate seal authorized to bind the Supplier shown on the prescribed form which is to be submitted in response to a Bid Solicitation.	Two (2) working days* to obtain original signature.
	C) Form of Proposal missing or incomplete.	Two (2) working days* to correct to the satisfaction of Procurement and Strategic Acquisitions, otherwise automatic rejection.
	D) Form of Quotation or Tender missing or incomplete.	Automatic rejection.
	E) Signature of witness, if required, missing or incomplete.	Two (2) working days* to correct, otherwise automatic rejection.
	F) Date of Bid missing or incomplete.	Two (2) working days* to correct, otherwise automatic rejection or, if stated in the Bid Solicitation, automatic rejection.
5.	Incomplete, illegible or obscure Bids or Bids which contain information not called for, erasures, overwriting or strike outs (not initialed).	Two (2) working days* to correct to the satisfaction of Procurement and Strategic Acquisitions, otherwise automatic rejection.
6.	Document, in which all necessary Addenda have not been acknowledged.	Two (2) working days* to confirm Bid to the satisfaction of Procurement and Strategic Acquisitions or, if stated in the Bid Solicitation, automatic rejection.
7.	Failure to attend mandatory site visit (if	Automatic rejection.

	<b><u>IRREGULARITY</u></b>	<b><u>RESPONSE</u></b>
	required).	
8.	Bid received on documents other than those provided in the Bid Solicitation.	Automatic rejection, unless allowed for in the Bid Solicitation.
9.	Failure to insert the bidder's business name in the space provided in the Bid Solicitation form.	Automatic rejection unless, in the opinion of Procurement and Strategic Acquisitions the incomplete nature is trivial or insignificant.
10.	Mathematical errors.	Two (2) working days* to initial the corrections as made by the Corporation. Unless otherwise stated in the Bid, the unit price shall prevail and the total Bid price shall be adjusted accordingly. The Corporation reserves the right to waive initialing and accept Bid as corrected.
11.	Qualified Bids (Bids qualified or restricted by an attached statement).	Automatic rejection
12.	Bids containing minor obvious clerical errors.	Two (2) working days* to confirm Bid to the satisfaction of Procurement and Strategic Acquisitions.
13.	Any other irregularities.	The Commissioner of Enterprise Resource Management Services, or Designate, shall have authority to waive other irregularities or grant two (2) working days * to initial such other irregularities considered to be minor.

\*\* Where "working days" specified, this is from the hour the Bidder is notified by Niagara Region staff of the irregularity

## APPENDICES

- G Coverage Specifications **(included with RFP)**
- H Board Member Schedules **(upon receipt of signed CDA, will be provided as a separate Excel Spreadsheet)**
- I Property Schedules **(upon receipt of signed CDA, will be provided as a separate Excel Spreadsheet)**
  - i) Region Property and Content Schedule
  - ii) Niagara Regional Housing Property, Content and Rent Schedule
- J Electronic Data Processing Schedule **(upon receipt of signed CDA, will be provided as a separate Excel Spreadsheet)**
  - i) Region EDP Schedule
  - ii) NRPS EDP Schedule
- K Fleet Schedules **(upon receipt of signed CDA, will be provided as a separate Excel Spreadsheet)**
  - i) Region Fleet Schedule (includes trailers and equipment) with locations noted
  - ii) EMS Fleet Schedule (includes trailers) with locations noted
  - iii) NRPS Fleet Schedule (includes Watercraft and Unmanned Air Vehicle Hull) with locations noted
- L Respite Worker Schedule and Attachments **(upon receipt of signed CDA, will be provided as a separate Excel Spreadsheet)**
- M Loss History – 5 Years and Attachment **(upon receipt of signed CDA, will be provided as a separate Excel Spreadsheet)**
- N Survey Form and Attachments **(upon receipt of signed CDA, will be provided as a separate PDF Form)**

## **APPENDIX G - COVERAGE SPECIFICATIONS**

### **1. PART A MUNICIPAL LIABILITY INSURANCE**

#### **\*Named Insured:**

**The Regional Municipality of Niagara  
Niagara Regional Police Services Board  
Niagara Regional Housing (NRH)  
Niagara Economic Development Corporation (NEDC)**

**\*Note:** Ensure all above noted Named Insureds are included under the policy. **Important to note that Named Insureds vary from coverages to coverages throughout these Coverage Specifications.**

The definition of the word “Insured” includes the Named Insured as well as the following while performing their duties for or in association with the Named Insured, but in no event shall the duties of an Additional Insured be interpreted to include sexual misconduct:

1. Any Board, Commission or Committee of Council.
2. Any member of Council or of a Board, Commission or Committee of Council or Trustees of a Police Village.
3. Any statutory officer, officer or employee of any insured.
4. Any volunteer worker of any insured.
5. Any persons previously holding these positions.

#### **Description:**

Insures all operation of the Named Insured against claims arising from bodily injury, property damage, and personal injury. No Annual Aggregate Limit.

The following coverages are included to the full liability limit of \$50M, unless specified otherwise:

- Employers’ Liability
- Contractual Liability
- Tenants’ Legal Liability
- Professional Liability on an Occurrence basis (e.g. Building Inspection Services, Medical Malpractice).
- Watercraft Liability
- Products Liability
- No exclusion for sexual, physical or mental abuse applies to the entity.
- Wrongful Dismissal legal expense coverage (for limits no less than \$250,000)
- Forest Fire Expense coverage (for limits no less than \$1,000,000)

Limits:

Limit of Protection per occurrence \$ 50,000,000.  
(No Annual Aggregate Limit)  
Defense costs in addition to the limit

Deductible:

Third Party Claims Deductible including expenses \$ 1,000,000.

Coverage Extensions:

Forest Fire Expense Limit \$ 1,000,000.  
Annual Aggregate \$ 1,000,000.

Deductible:

\$ Nil

Extension of Coverage –

Limit of Protection per occurrence – Respite Companion Workers \$ 5,000,000.  
Under Contract to the Regional Municipality of Niagara (Community  
Services Department)

Deductible:

Third Party Claims Deductible including expenses \$ 1,000.

Extension of Coverage –

Limit of Protection per Occurrence – Individuals, Groups & Organizations \$ 1,000,000.  
for whom The Niagara Regional Police Services Board has agreed by  
resolution to extend coverage

Deductible:

Third Party Claims Deductible including expenses \$ 1,000,000.

90 Day Notice Cancellation/Non-Renewal

- **ATTACH SPECIMEN COPY OF PROPOSED POLICY**

## 2. PART B ERRORS AND OMISSIONS INSURANCE

### Named Insured:

The Regional Municipality of Niagara  
Niagara Regional Police Services Board  
Niagara Regional Housing

**\*\*Note: See below for Separate Policy for Niagara Economic Development Corporation (NEDC) for E&O and D&O with specific limits.**

### Description:

To pay on behalf of the Named Insured all sums which the Named Insured shall become legally obligated to pay as compensatory damages resulting from claims for wrongful acts first made during the policy period against the Named Insured.

Claims for Wrongful Acts causing financial loss to a third party can range from, but are not limited to, negligence in building inspection, zoning, planning, passing by-laws, failing to enforce by-laws, misrepresentation, abuse of power and acting in bad faith.

- Separate Limit of Liability applies.
- No Annual Aggregate limit is applicable.
- Broad form Definition of Insured to include: Councillors, Employees, Statutory Officers, Volunteers, and members of Boards, Commissions, and Committees.
- Administration of Employee Benefit Programs is included to the full policy limit (no aggregate limit applies).
- Coverage applies Worldwide.

### Limits:

Limit of Protection per claim (No Annual Aggregate Limit)	\$ 50,000,000.
Limit of Protection per Occurrence – Individuals, Groups and Organizations for whom the Niagara Regional Police Services Board has agreed by resolution to extend coverage	\$ 1,000,000.

### Deductible:

Third Party Claims Deductible including expenses	\$ 1,000,000.
Corporate Indemnification Coverage <b>(NRH ONLY)</b>	\$ 2,500,000.

### Deductible:

Third Party Deductible including expenses <b>(NRH ONLY)</b>	\$ Nil
---	--------

### Coverage Extensions:

Corporate Indemnification Coverage Endorsement (**Niagara Regional Housing ONLY**)  
Wrongful Dismissal (Legal Expense)

- **ATTACH SPECIMEN COPY OF PROPOSED POLICY**

**\*\*Note: Separately, for NEDC only**, please Quote \$15,000,000 limits for **Errors and Omissions** (Claims Made), Deductible: \$2,500; and \$10,000,000 limits for **Directors and Officers Coverage** (Claims Made), No Retroactive Date, Deductible: \$2,500. As per the **Coverage Specifications below**- (4 Members of NEDC Board (7 less 3 from Regional Council):

**COVERAGE SPECIFICATIONS for NIAGARA ECONOMIC DEVELOPMENT CORPORATION**  
noted as follows:

**Errors and Omissions Liability Insurance**

- Insures against liability imposed upon it by a court of Civil Law for compensatory damages because of an error, omission or negligent act arising from professional services.
- Covers claims made during the Policy period arising from an error, omission or negligent act occurring during that policy period. It also covers claims made during the term of the Policy arising from errors, omissions or negligent acts occurring after the retroactive date shown in the Declarations, provided the Corporation had no knowledge of such error, omission or negligent act when the policy was taken out.
- Retroactive Date as shown the Highlights of Coverage summary.
- Deductible applies to paid indemnity only.

**Directors' and Officers' Liability Insurance**

- Insures the Directors and the Entity against claims for wrongful acts. Covers claims made during the policy period arising from wrongful acts occurring during the policy period.
- Defence expenses in addition to the Limit of Insurance
- Deductible, if any, applies to paid indemnity only,
- Worldwide coverage
- Non-rescindability
- Order of Payments protects Directors first
- Non-cancellable by Insurer (except non-payment)
- Outside Directorship included
- Extended Reporting provision
- Spousal Liability
- Employment Practices Wrongful Acts
- Employee Benefit Plan coverage

- **ATTACH SPECIMEN COPY OF PROPOSED POLICY**

### **3. PART C NON OWNED AUTO INSURANCE**

**Named Insured:**

**The Regional Municipality of Niagara  
Niagara Regional Police Services Board  
Niagara Regional Housing  
Niagara Economic Development Corporation**

**Description:**

Provides legal liability protection against claims arising out of accidents involving vehicles not owned the named insured, but being operated on their behalf.

**Limits:**

Limit of Protection per occurrence (No Annual Aggregate Limit)	\$ 50,000,000.
Legal Liability for Non-Owned Vehicles (S.E.F. No. 94)- All Perils Limit	\$ 250,000.
<b><u>Deductible:</u></b>	\$ 500.

**Coverage Extensions:**

SEF No. 94 – Legal Liability for Damage to Non-Owned Automobiles  
SEF No. 96 – Contractual Liability

- **ATTACH SPECIMEN COPY OF PROPOSED POLICY**

#### 4. PART D ENVIRONMENTAL LIABILITY INSURANCE

**Named Insured:**

**Niagara Regional Housing (ONLY)**

\*\*\***Note:** For this RFP, Environmental Liability is not required for Niagara Region rather only required for **NRH**. Niagara Region currently self-insures this exposure.

Details of NRH properties are as outlined in the NRH Property Schedule (*attached as Appendix I to this RFP*) along with COPE forms attached to the Survey Form (*attached as Appendix N to this RFP*).

In addition, NRH has fuel storage tanks for diesel fuel to operate their emergency generators at 4 buildings (**14 Centre Street/15 Gale Street/ 4901 Buckley St./211 King Street**). Average size of daily tanks, (227 liters to 450 liters) and the full size outside tank ranges around 1135 liters. The day tanks are used for testing and performance checks and all are annually inspected and logged on site.

**Description:**

Protects the Named Insured from environmental liability for claims because of bodily injury, property damage and the prevention control, repair, clean-up or restoration of environmental impairment.

- Separate limits of liability apply specifically to this coverage including a Limit per Occurrence and an Annual Aggregate Limit.
- Broad form Definition of Insured to include: Councillors, Employees, Statutory Officers, Volunteers, and members of Boards, Commissions, and Committees.
- Broad definition of Environmental Impairment applies.
- Coverage is included for sudden and accidental events and for liability resulting from events that occur gradually and over a period of time (i.e. **not limited to sudden and accidental claims**).
- Coverage is included for liability arising out of the escape of contaminants from properties previously owned, leased or operated by the municipality.
- Coverage applies Worldwide.
- No exclusion for fuel tanks, above or underground.

**Limits:**

Environmental Liability

Liability of Protection per claim	\$ 2,000,000.
(Annual Aggregate Limit)	\$ 4,000,000.

<b><u>Self-Insured Retention:</u></b>	\$ 25,000.
---------------------------------------	------------

First Party Clean-Up Costs	\$ 100,000.
----------------------------	-------------

---

(Annual Aggregate Limit)	\$	100,000.
<u>Self-Insured Retention:</u>	\$	1,000.

- **ATTACH SPECIMEN COPY OF PROPOSED POLICY**

## **5. PART E COMPREHENSIVE CRIME INSURANCE**

### **Named Insured:**

**The Regional Municipality of Niagara  
Niagara Regional Police Services Board  
Niagara Regional Housing  
Niagara Economic Development Corporation**

Niagara Region to the best of their knowledge can confirm that all of the information contained in Section 7 – Crime Coverage of the Survey Form (***attached as Appendix N to this RFP***) as well as the updated Crime Application attached to the Survey is accurate.

### **Description:**

Provides protection to the Named Insured for the loss of money, securities and other property through the fraudulent or dishonest acts of employees and others.

The definition of “employee” is extended to include all persons holding positions in the municipality’s service who are not compensated, and includes Members of Council, Members of all Boards, Commissions and Committees appointed by and under Council’s jurisdiction.

### **Limits:**

Employee Dishonesty Form A	\$	5,000,000.
Loss Inside the Premises	\$	300,000.
Loss Outside the Premises	\$	300,000.
Money Orders and Counterfeit Paper Currency	\$	200,000.
Forgery or Alteration	\$	5,000,000.
Audit Expense	\$	200,000.
Credit Card Forgery	\$	50,000.
Computer Fraud or Funds Transfer Fraud	\$	200,000.
Third Party Crime Coverage	\$	1,000,000.
<b><u>Deductible:</u></b>	\$	nil.

- **ATTACH SPECIMEN COPY OF PROPOSED POLICY**

## **6. PART F COUNCILORS' AND BOARD MEMBERS ACCIDENT INSURANCE**

### **Named Insured:**

**Thirty (31) members of Regional Council**

**Four (4) members of Police Service Board (7 less 3 from Regional Council)**

**Six (6) members of the Niagara Regional Housing Board (11 less 5 from Regional Council)**

**Four (4) members of Niagara Economic Development Corporation Board (7 less 3 from Regional Council)**

Refer to Board Member Schedules for details (*attached as Appendix H to this RFP*)

### **Description:**

Provides accident insurance coverage for the benefit of the Named Insured's elected and/or appointed officials resulting from injury while on duty and occurring within 52 weeks of an accident which occurred during the policy period. All benefits are payable in addition to any other benefits that the injured person may be in receipt of. Note: Only while on Duty Coverage is required for the above persons.

### **Schedule of Benefits:**

Accidental Injury, Death & Dismemberment	\$	250,000.
Paralysis	\$	500,000.
Permanent Total Disability	\$	250,000.
Weekly Income – Total Disability	\$	500.
Weekly Income – Partial Disability	\$	300.
Accident Reimbursement	\$	15,000.
Dental Expenses	\$	5,000.
Occupational Retraining	\$	15,000.
Repatriation	\$	15,000.
Dependent Children's Education – per child	\$	10,000.
Dependent Children's Day Care – per child	\$	10,000.
Spousal Occupational Training	\$	15,000.
Transportation/Accommodation		as per wording
Home Alterations and Vehicle Modifications	\$	15,000.
Seatbelt Dividend		10% of principal
Funeral Expense	\$	10,000.
Identification Benefit	\$	5,000.
Eyeglasses, Contact Lenses and Hearing Aids	\$	3,000.
Convalescence Benefit – per day benefit		as per wording
Workplace Modification Benefits	\$	5,000.
Elective Benefits		as per wording
Aggregate Limit	\$	2,500,000.

(applicable if more than one insured person involved in same accident)

Deductible:

NIL

Extension Endorsement

Spousal Loss of Life While Travelling on Business

- **ATTACH SPECIMEN COPY OF PROPOSED POLICY**

**PART G FIREFIGHTERS' ACCIDENT INSURANCE – Not/Applicable**

**7. PART H MUNICIPAL CONFLICT OF INTEREST REIMBURSEMENT INSURANCE**

**Named Insured:**

**The Regional Municipality of Niagara  
Niagara Regional Police Services Board  
Niagara Regional Housing  
Niagara Economic Development Corporation**

**Description:**

Provides reimbursement of legal fees and expenses incurred by the elected or appointed members of Council who are charged under the Municipal Conflict of Interest Act provided that a court finds (1) there has been no contravention, or (2) contravention has occurred by reason of inadvertence, remoteness, or insignificance or (3) contravention has occurred by reason of a bona fide error in judgment.

- Coverage is provided in respect of each individual Insured's claim to the maximum limit specified in the Summary of Coverage pages.
- Separate limit of insurance applies to this coverage.
- No annual aggregate limit applies.
- Coverage is extended to include any member of a Board, Commission, or Committee of the Insured as defined in the Local Government Act (applicable in the province of British Columbia).
- Coverage is also included for any subsequent proceedings under this Act.
- The Insured selects and instructs legal counsel with no intervention by the insurer.

**Limits:**

Legal Fees and Disbursements up to \$ 100,000.  
(No annual aggregate)

- **ATTACH SPECIMEN COPY OF PROPOSED POLICY**

## **8. PART I LEGAL EXPENSE REIMBURSEMENT INSURANCE**

### **Named Insured:**

**The Regional Municipality of Niagara  
Niagara Regional Police Services Board  
Niagara Regional Housing  
Niagara Economic Development Corporation**

### **Description:**

Provides for 100% reimbursement (up to policy limits) of legal fees including disbursements incurred by the insured in defence of a charge laid for an alleged offence under any ACT as defined below:

- Any Provincial Statute except for the Highway Traffic Act and the Municipal Conflict of Interest Act [or other applicable Statute title(s) in Provinces other than Ontario].
- Criminal Code of Canada

Some of the more common Statutes where exposure may exist include: Environmental Protection Act, Freedom of Information and Protection of Privacy Act, Occupational Health and Safety Act, Ontario Water Resources Act, and Pesticides Act.

- Broad form Definition of Insured to include: Councillors, Employees, Statutory Officers, Volunteers, and members of Boards, Commissions, and Committees.
- Separate limits of insurance apply to this coverage.
- Coverage applies to both guilty (except under the Criminal Code of Canada) and not guilty outcomes if applicable.
- The Insured selects and instructs legal counsel with no intervention by the insurer.
- New from 2016 RFP – Two-year run off period for Councillors, Employees, Statutory Officers, Volunteers, Boards, Commissions, and Committees no longer employed by or associated with the Named Insured for claims that arise out of actions while employed or acting on behalf of the Named Insured.

### **Limits:**

100% of Legal Fees and Disbursements	\$	100,000.
(Aggregate amount payable in any policy period)	\$	500,000.

### **Exclusions:**

Fines and Penalties

- **ATTACH SPECIMEN COPY OF PROPOSED POLICY**

## 9. PROPERTY POLICY INSURANCE

### Named Insured:

**The Regional Municipality of Niagara  
Niagara Regional Police Services Board  
Niagara Regional Housing**

\*\*\*\***Note:** Provide a quotation with the **Property Limit and the Total of Insured Values** being the same, i.e. no per loss limit, and no per location limit.

### Description:

Insures the Named Insured's property of every description belonging to the Named Insured or other property for which the Named Insured is legally liable or has agreed in advance to insure, for damage caused by "All Risks" of direct physical loss or damage on a Replacement Cost or Actual Cash Value.

- Coverage should be applicable anywhere where Niagara Region owns, leases, uses, occupies, or their own property or is liable for damage to property of others.
- No co-insurance clauses apply.
- Insured is not required to provide a signed statement of values and policy does not contain a stated amount clause.
- Replacement Cost coverage is provided (unless specifically stated otherwise).
- Worldwide coverage is included.
- Replacement on same site is not required.
- No restriction on property in transit and coverage is provided to policy limit.
- Newly acquired property is automatically included with no limit other than the policy limit.
- Permission is granted for the following:
  - to make additions, alterations and repairs (no limit other than the policy limit),
  - for any property to remain vacant or unoccupied,
  - to use any property for any purpose, and
  - to keep and use materials as usual and necessary.
- Sewer back-up coverage is included.
- By-law coverage is included to the policy limit as follows:
  - Increased cost of Repair Demolition of Undamaged Portion
  - Value of Undamaged Portion
  - Additional Time to Rebuild (confirm # months, or if there is not a time limitation)
  - Debris Removal included to the Policy Limit
- Debris removal (including Environmental/Pollution Clean-up) is included to the policy limit.
- The following coverages, if applicable, are included to the limit specified in the Summary of Coverage pages:
  - Valuable Papers,

- Accounts Receivable,
- Extra Expense (including Interruption by Civil Authority), and
- Media (unless included under Data Processing Rider)
- The following coverages are also available, if applicable:
  - Data Processing System and Equipment, along with Media and Extra Expense,
  - Fine Arts,
  - Watercraft,
  - Exhibition Form, and
  - Business Interruption
- One deductible applies should there be a loss involving both the Property and the Equipment Breakdown Insurance policies as well as Auto policy.

\*\*\*\*Details of the breakdown of the **Total of Insured Value** for all Property, Electronic Data and Equipment to be insured are included in the Property and Electronic Data Processing Schedules **(attached as Appendices I and J to this RFP)**.

Limits:

<b>Region</b> Blanket Amount on Property Insured – All risk (value above is total of Property and Contents)	\$1,773,382,649.
<b>NRH</b> Blanket Amount on Property Insured – All risk (value above is total of Property and Contents and includes 2017 Market Rent Value of \$29,051,480 for NRH Business Interruption)	\$ 466,483,530.
Limit on Valuable Papers	\$ 1,000,000.
Limit on Accounts Receivable	\$ 1,000,000.
Limit on Extra Expense Insured at any one location	\$ 1,000,000.
Rent or Rental Value Form (excl. NRH)	\$ 500,000.
Rent or Rental Value Form (NRH)	included
Data Processing Insurance (incl. Media & Extra Expense)	\$ 36,744,920.
Watercraft Floater	\$ 1,018,000.
Commercial Building, Equipment, and Stock Named Perils - ACV	\$ 1,477,835.
Additional Living Expenses Extension Endorsement applies: <b>(NRH only)</b> \$10,000 per rental unit	\$ 1,000,000.

Deductible:

\$ 1,000,000.

Exception – peril of Earthquake – the deductible applicable shall be the percentage indicated of the value as established per the applicable basis of loss settlement. The deductible calculation is based only on insured property that has suffered earthquake damage – 3% or minimum of \$1,000,000.

Extensions of Coverage:

Rent or Rental Value Form  
Data Processing Insurance Coverage Summary  
Data Processing Insurance – Data Processing System & Equipment  
Data Processing Insurance – Data Processing Media  
Data Processing Insurance – Extra Expense  
Data Processing Insurance Amendment Endorsement

Additional Interests:

Shall be provided to the selected Proponent.

90 Day Notice Cancellation/Non-Renewal

**PLEASE NOTE:** The values stated herein satisfy our existing insurers replacement cost calculations however, Niagara Region is unable to warrant their accuracy. It is the sole responsibility of the Successful Proponent to verify that the values meet their Insurer's requirements. Niagara Region will not provide a signed Statement of Values.

- **ATTACH SPECIMEN COPY OF PROPOSED POLICY**

## 10. EQUIPMENT BREAKDOWN

### Named Insured:

**The Regional Municipality of Niagara  
Niagara Regional Police Services Board  
Niagara Regional Housing**

### Description:

Insures sudden and accidental mechanical breakdown to boilers, pressure vessels, and other equipment including resulting damage, all of which is generally excluded under a Property Insurance policy. Examples of common types of breakdowns insured would include: cracking, bulging, burning, explosion, mechanical breakdown and electrical burnout. This insurance also provides inspections and certification services as required by law.

- Broad Form Coverage provided (Blanket all locations).
- Broad definition of Object, includes electronic equipment and production machinery.
- Insures for sudden and accidental breakdown to boilers, pressure vessels, mechanical and electrical objects and electronic equipment.
- Direct Damage - Repair or Replacement including By-Laws.
- Breakdowns insured would include cracking, bulging, burning, explosion, mechanical breakdown and electrical burnout.
- The basis of recovery from an insured loss is repair or replacement cost. This eliminates the depreciation factor.
- Broad Form Definition of Accident provided.
- All locations owned, operated or controlled by insured
- New locations automatically covered.
- Newly installed objects are covered.
- Civil Authority/Denial of Access included.

### Limits:

Property Damage per Accident`	\$ 100,000,000.
Business Interruption ( <b>NRH only</b> ) – value \$29,051,480 (2017 Market Rent)	
Waiting period 24 hours; co-insurance 100%	
Extra Expense	\$ 2,000,000.
Spoilage – Broad Form	\$ 250,000.
<u>Deductible:</u>	10% of loss or \$10,000
Automatic Coverage	included
Demolition and increased cost of construction	included
Errors and Omissions	\$ 250,000.
Hazardous Substances	\$ 500,000.

Ammonia Contamination	\$ 1,000,000.
<u>Deductible:</u>	10% of loss or \$25,000
Water Damage	\$ 1,000,000.
Professional Fees	\$ 1,000,000.
Data Restoration	\$ 100,000.
Contingent Business Interruption	\$ 25,000.
Public Relations	\$ 5,000.
 <u>Deductible (Direct Damage):</u>	 \$ 1,000,000.
(24-Hour Waiting Period, Gross Rents)	

90 Day Notice Cancellation/Non-Renewal

- **ATTACH SPECIMEN COPY OF PROPOSED POLICY**

## 11. AUTOMOBILE FLEET POLICY

### Named Insured:

The Regional Municipality of Niagara  
Niagara Regional Police Services Board

### Description:

Provides protection for all claims arising out of the use or operation of automobiles owned or leased by Niagara Region. Coverage is provided as the Statutory Automobile Owner's Policy.

- Coverage is automatically extended to include:
  - newly acquired vehicles,
  - inappropriately licensed drivers,
  - permission to carry explosives,
  - permission to rent or lease, and
  - permission to carry paying passengers.
- Replacement Cost to provide repairs or replacement of vehicles with **no** deduction for depreciation.
  - On a partial loss, repair estimates are calculated by using all new parts to repair damage.
  - On a total loss, the municipality has the option of purchasing a new vehicle, **or** accepting a cash settlement for the amount it would cost to purchase a new vehicle.

Details of the vehicles including locations have been provided with the Fleet Schedules for Public Works, Emergency Medical Services (EMS) and Niagara Regional Police (**attached as Appendix K to this RFP**). With respect to Watercraft, these vessels are stored at various locations (including Port Colborne Marina and Canadian Coast Guard base in Port Weller) which can change from year to year. Most of the vessels are stored for Winter at the Fleet Service Centre located at 3551 Thorold Townline Road with the exception of the Hike Vessel, due to its size, is stored off site.

### Limits:

Liability Coverage Limit	\$ 50,000,000.
OPCF 4B – Permission to Carry Radioactive Material	\$ 10,000,000.
OPCF 22 – Damage to Property of Passengers	\$ 5,000.

### Deductible:

Section 3 – Liability Additional Agreements of Insurer (EMS)	\$ 25,000.
Section 3 – Liability Additional Agreement of Insurer (all other than EMS)	\$ 500,000.
Section 4 – SABS Deductible (EMS)	\$ 25,000.
Section 4 – SABS Deductible (all other than EMS)	\$ 500,000.
Section 5 – Uninsured Automobiles (EMS)	\$ 25,000.

---

Section 5 – Uninsured Automobiles (all other than EMS)	\$	500,000.
Section 6 – Direct Compensation	\$	1,000,000.
Section 7 – Loss or Damage Coverages	\$	500,000.

(It is important that the deductible applying to Niagara Region’s automobile coverage applies on a per loss basis to address a situation where several vehicles could be lost at one location in one circumstance.)

Extensions of Coverage:

Drivers License Endorsement

Equipment Endorsement

Multiple Named Insured/Lessor Endorsement

Drive Government Automobiles

OPCF 5 – Permission to Rent or Lease Automobiles

OPCF 21B – Blanket Fleet Coverage for Ontario Licensed Automobiles

OPCF 32 – Use of Recreational Vehicles by Unlicensed Operators

90 Day Notice Cancellation/Non-Renewal

- **ATTACH SPECIMEN COPY OF PROPOSED POLICY**

## 12. CYBER & PRIVACY POLICY

### Limits:

Security and Privacy Liability Coverage Limit	\$ 2,000,000.
Regulatory Action Sublimit - \$1,000,000	
Network Interruption	\$ 2,000,000.
Waiting Hours Period – 12 hrs	
Event Management	\$ 1,000,000.
Cyber Extortion	\$ 2,000,000.
<u>Deductible:</u>	\$ 50,000.

Niagara Region to the best of their knowledge can confirm that all of the information contained in the Survey Form and the Cyber and Privacy Application (***attached as Appendix N to this RFP***) remains accurate and there has been no material changes since its completion date in December 2015 unless otherwise stipulated herein.

With respect to some of the answers that have been cut off in the PDF copy as referenced on page 7 of the application, Question 7 (d), we can confirm that the answer shown is ““Company Practice - Operating Systems Security updates are updated regularly””.

Also as referenced on page 7, Question 8 (h), the third party software product referenced is Kronos. Niagara Region orders Kronos licenses for the City of St. Catharines and then invoices the City. Niagara Region also provides PeopleSoft to NRPS (however Niagara Region considers NRPS an “arms-length” rather than a third party).

Additional relevant information is noted as follows:

- Niagara Region currently leverages and supplies a SFTP (WSFTP) service in our DMZ to transfer files in and out of our network with external agencies/parties.
- Sophos is used for encryption on laptops.
- Niagara Region does not institute any type of email specific encryption at this time. Users have the ability to mark the contents of the email as private and confidential.
- Niagara Region has an F5 VPN in place which regional staff leverage for remote connectivity.

**13. UNMANNED AIR VEHICLE HULL & LIABILITY (new coverage as of 2016)**

Single Limit Bodily Injury and Property Damage Liability	
Limit of liability (minimum limits)	\$ 1,000,000.
Physical Damage Coverage Limits	\$ 16,000.

Niagara Region to the best of their knowledge can confirm that all of the information contained in the Unmanned Air Vehicle Hull and Liability Application attached to the Survey Form (**as Appendix N to this RFP**) remains accurate and there has been no material change since its completion date in June 2016 except as stipulated herein.

Require increased limits of liability to \$1,000,000 minimum.

Since 2016 RFP, Unmanned Air Vehicles increased from 2 units to 3 units for a total value of \$20,000. In 2016, all units were insured for liability but only the Dragonfly Unit valued at \$16,000 was insured for physical damage. The other two units were not insured for physical damage due to low value.

As an alternative to the above noted stand-alone policy, specify whether Municipal General Liability Policy (Limits of \$50,000,000) can be extended to cover the Drones, without the need for a separate policy. If so, confirm there are no aviation related conditions, limitations or exclusions.

## **APPENDIX H - BOARD MEMBER SCHEDULES**

Upon receipt of signed CDA, will be provided as a separate Excel Spreadsheet.

## **APPENDIX I - PROPERTY SCHEDULES**

Upon receipt of signed CDA, will be provided as a separate Excel Spreadsheet. NRH property schedule includes Market Rent Value which is required for Business Interruption quotation. Niagara Region's property schedule record does not include any buildings designated as "Heritage" or reveal any buildings built prior to 1940. The property limits and the total insured value required is based on both Niagara Region and NRH Property Schedules.

## **APPENDIX J - ELECTRONIC DATA PROCESSING SCHEDULE**

Upon receipt of signed CDA, will be provided as a separate Excel Spreadsheet.

## **APPENDIX K - FLEET SCHEDULES**

Upon receipt of signed CDA, will be provided as a separate Excel Spreadsheet. The schedules include Vehicle Year, Make, Model, Serial Number, Department and Location.

## **APPENDIX L - RESPITE WORKER SCHEDULE**

Upon receipt of signed CDA, will be provided as a separate Excel Spreadsheet List. Also attached is a Respite Companion Brochure along with Respite Companion – Contractor Information Package which outlines the services provided by these companions in more detail.

## **APPENDIX M - LOSS HISTORY**

Upon receipt of signed CDA, will be provided as a separate Excel Spreadsheet. This data was generated by Niagara Region through claims data collected and stored in a System for Insurance Claims database. The figures shown are the dollars paid by Niagara Region up to the current deductible levels being \$1,000,000 for Liability Claims, \$1,000,000 for Property Claims, and \$500,000 for Auto Liability Claims (\$1M for DCPD/\$500K Loss or Damage). Also attached is the Legend for Policy Coverage Listing.

Since 2006 to the end of 2011, there have been no losses exceeding current \$1,000,000 retention/deductible. Two auto liability claims resulted in a payout of between \$500,000 and \$1,000,000 (both being \$500,000 each).

From 2012 to end of 2016, there have been no losses exceeding current \$1,000,000 retention/deductible for liability/property claims nor \$500,000 deductible for auto claims (see loss run 2012-2016).

However, in February 2017, NRP experienced a Data Processing Loss under the Property Insurance Policy as a result of a break, enter and vandalism at tenanted location of Niagara Regional Police. A suspect was identified and charged. Subrogation is currently in the hands of our insurer. Estimated damages are expected to be in excess of the \$1,000,000 deductible and a reserve has been set at \$1.25M.

The legend for the "Policy Coverage" information located in column E is also attached for your reference.

#### **APPENDIX N – SURVEY FORM**

Upon receipt of signed CDA, the Survey Form will be provided as a separate PDF form. Attached to the Survey Form are various documents including Cyber & Privacy Application, Unmanned Air Vehicle Hull & Liability Application, Crime Application updated in 2017, COPE Forms (15 for Niagara Region and 10 for NRH owned properties), and WWW Above and Under Ground Storage Tanks List.