



REQUEST FOR PROPOSALS (RFP)

Open Competition

INSURANCE AND INSURANCE BROKERAGE SERVICES

Action	Deadline
RFP Issue Date	April 20, 2023
Closing Date and Time	May 18, 2023 @ 12:00 Noon CST
Evaluation of Proposals	May 23, 2023
Selection of Successful Bidder	May 25, 2023

Hard Copy	Electronic
Three Copies Required: Curve Lake First Nation Attention: Procurement 22 Winookeedaa Road Curve Lake Ontario K0L 1R0	Send Responses to: procurement@curvelake.ca The Subject Line must state: "Response to Insurance RFP"
Fax responses will not be accepted	

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Section 1 – DEFINITIONS

“Addenda”	Means additional information or modifications, amendments and clarifications to this RFP issued by CLFN.
“CLFN”	Means Curve Lake First Nation
“Closing Date and Time”	Means the date and time upon which the Proposals must be delivered to CLFN, being 12:00 Noon CST, May 18, 2023 , unless otherwise advised in writing by CLFN.
“Contract”	Means the written agreement(s) resulting from the completion of the RFP executed by CLFN and the successful Proponent.
“Desirable”	Means a requirement having a significant degree of importance to the objectives and evaluation of the Request for Proposal.
“Evaluation Committee”	Means a committee formed by CLFN for the purposes of evaluating Proposals, which may include employees and Contractors of CLFN.
“Criteria”	Means the Mandatory Criteria and Desirable Criteria on which Proposals will be evaluated.
“Must or Mandatory”	Means a requirement that has to be met, without exception, in order for a Proposal to receive consideration.
“Proponent”	Means a person or entity with the legal capacity to Contract, that submits a Proposal in response to the RFP.
“Proposal”	Means a written response to the RFP that is submitted by a Proponent.
“Request for Proposal or RFP”	Means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by CLFN by Addenda.
“Successful Proponent”	Means the preferred Proponent with which CLFN intends to negotiate and enter into a Contract.

Section 2 – SUMMARY OF OPPORTUNITY

Curve Lake First Nation (CLFN) is seeking Proposals from a highly qualified insurance brokerage firm for insurance coverage commencing **June 2023** and to provide on-going brokerage and risk management services as required from time to time. The purpose of this RFP is to hold a fair and transparent competitive process to solicit Proposals from a firm with First Nation experience, conduct a fair and extensive evaluation based on Criteria, and to award the Contract for CLFN’s insurance coverage and related risk management services. The Contracted Proponent will be awarded a three-year Contract, with two potential one-year extensions at CLFN’s sole discretion.

CLFN is located 31.3 km north of Peterborough, Ontario on a peninsula situated between Buckhorn Lake, Harrington Narrows and Chemong Lake. It is affiliated with the Union of Ontario Indians and is one of seven Williams Treaty First Nations. The total registered population of CLFN is 2,730 members. There are approximately 700 members who live on reserve while the remainder live off the reserve.

The Council is comprised of one (1) Chief and eight (8) Councillors.

This RFP represents the requirements for an open and competitive process in the CLFN

Section 3 - INSTRUCTIONS TO PROPONENTS

1. Confirmation Form (Schedule A) to Participate in RFP Process

Proponents are required to complete and email the attached Confirmation Form to procurement@curvelake.ca upon receipt of this Request for Proposal. Participants will receive schedules detailing existing insurance coverage limits and deductibles for the policies listed in **Section 4 (14.1)**. All subsequent information regarding this Request for Proposal, including changes made to this document, will be directed to Proponents who return the completed form.

2. Proposal Inquiries

All questions, requests for information, or clarifications regarding any part of this Proposal document must be set out in writing and directed to procurement@curvelake.ca with the subject line "Response to Insurance RFP".

Should a Proponent be in doubt as to the meaning, intent, or interpretation of any part of the RFP, find any discrepancies in, or find omissions from the RFP, it is the Proponent's responsibility to inquire about and seek clarification on those matters.

All questions or clarifications respecting this RFP must be made no later than three (3) Business Days prior to the Closing Date of this RFP to allow staff sufficient time to respond. Curve Lake reserves the right to extend the deadline for questions regarding this RFP, if required.

3. Proposal Closing Date & Time and Submission Instructions

Proposals will be accepted until 12:00 p.m. (noon CST) Wednesday **May 18, 2023**. Any Proposals received after this date and time will be rejected and returned to the sender. Proposals submitted by Fax will not be accepted. It is preferable that Proposals be submitted electronically by email to procurement@curvelake.ca with the subject Line "Response to Insurance RFP."

The Proponent is solely responsible for ensuring that its complete email Proposal submission and all attachments have been received before Closing Date and Time. If the CLFN email system rejects an email Proposal submission for any reason, and the Proponent does not resubmit its Proposal by the same or other permitted submission method before Closing Date and Time, the Proponent will not be permitted to resubmit its Proposal after Closing Date and Time. CLFN will acknowledge receipt of email submissions with an email response.

4. Completeness of Proposal Package

Proponents should ensure that they fully respond to all requirements in the RFP to receive full consideration during evaluation. Specifically, to receive full consideration during evaluation, the Proponent should ensure that their Proposal, as a minimum includes:

- a) The name of the contact person for the Proposal, including their address, phone

number, and email address. This information will not be evaluated but will be used to contact the Proponent as required.

- b) The name of the authorized representative of the Proponent, including their address, phone number, and email address. This information will not be evaluated but will be used to ensure the RFP response has been reviewed and supported by an authorized signatory of the Proponent.
- c) An overview of the Proponents organization, including size and length of time in business. Proponents should assume that CLFN is learning about their organization for the first time through their Proposals. Please ensure that information is provided regarding the provision of insurance and insurance broker services to your existing First Nation community clients.
- d) The name and title of the proposed account representative who will be the point of contact in all dealings with CLFN including their relevant credentials and experience.
- e) A response to all items listed in **Section 4 – “Description & Scope of Duties”**:
 - i. **Section 4 (14.1)** will be detailed in accordance with the normal practice of providing a quotation of insurance coverage to a First Nation / Municipal Government including the proposed premium amount,
 - ii. **Section 4 (14.2) to (14.5)** may be responded to as a confirmation “Yes” or “No” that the service is provided, and
 - iii. **Section 4 (14.6)** will be of appropriate detail to provide clarity of the value-added services proposed.
 - iv. Please provide the hourly rate and any other applicable fees/charges to be billed for any services outlined in **Section 4 (14.2) to (14.6)**.
- f) Please ensure your response includes specifics as outlined in the Desirable Criteria, schedule **Section 5(18)**.

5. Governing Law / Jurisdiction

This RFP will be governed by and construed in accordance with the laws of Curve Lake First Nation, Canada, and the Province of Ontario, as applicable. The courts of the Federal Government and the Province of Ontario, as applicable, will have exclusive jurisdiction to determine all disputes and claims arising out of or in any way connected.

6. Confidentiality

This RFP and any other information provided by CLFN to the Proponents may include confidential information which is provided for the sole purpose of permitting the Proponent to respond to this RFP. The Proponent agrees to maintain such information in confidence and not disclose this information to any person outside the group directly responsible for responding to its contents. The contents of this document may not be used for any purpose other than preparation of a response to this RFP.

7. Conflict of Interest / No Lobbying

A Proponent may be disqualified if the Proponent's current or past corporate or other interests may, in CLFN's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, contractor, or representative of CLFN involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. By submitting a Proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor, or representative of CLFN, including members of the evaluation committee and any member of CLFN Council may result in disqualification of the Proponent.

8. Proponents Expenses

Proponents are solely responsible for their own expenses in participating in the RFP process, including costs in preparing a Proposal and for subsequent finalizations with CLFN, if any. CLFN will not be liable to any Proponent for any claims, whether for costs, expenses, damages, or losses incurred by the Proponent in preparing its Proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

9. Limitation of Damages

By submitting a Proposal, the Proponent agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, and the Proponent, by submitting a Proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

10. Liability for Errors

While CLFN has used considerable efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by CLFN, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

11. No Commitment to Award

The RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any Proposal will not necessarily be accepted. The RFP does not commit CLFN in any way to award a Contract.

12. Reservation of Rights

In addition to any other reservation of rights set out in the RFP, CLFN reserves the right, in its sole discretion:

- a) to modify the terms of the RFP at any time prior to the Closing Date and Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;
- b) in accordance with the terms of the RFP, to accept the Proposal or Proposals that it deems most advantageous to itself;
- c) to waive any non-material irregularity, defect, or deficiency in a Proposal;
- d) to request clarifications from a Proponent with respect to its Proposal, including clarifications as to provisions in its Proposal that are conditional or that may be inconsistent with the terms and conditions of the RFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the Proposal;
- e) to reject any Proposal due to unsatisfactory references or unsatisfactory past performance under Contracts with CLFN, or any material error, omission, or misrepresentation in the Proposal;
- f) at any time, to reject any or all Proposals; and
- g) at any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means or do nothing.

13. Ownership of Proposal

All Proposals and other records submitted to CLFN in relation to this RFP become the property of CLFN and, subject to the provisions of the Freedom of Information and Protection of Privacy Act, the RFP, and Policies of CLFN, will be held in confidence.

Section 4 - DESCRIPTION & SCOPE OF SERVICES

14. Description of Insurance Coverage and Services Required

CLFN is in search of a well-established Insurance Broker who has experience in delivering professional insurance brokerage services to First Nation governments. The requirements are as follows:

14.1 Please propose insurance coverage for the year - June 16, 2023, to June 16, 2024.

To assist Proponents in preparing an estimate of the insurance premium, the existing policy details will be provided to Proponents following receipt by us of your completed Schedule A "Confirmation Form to Participate."

- a) Municipal General Liability – (Casualty and Excess Liability)
 - i. Errors and Omissions Liability
 - ii. Environmental Liability
 - iii. Non-Owned Automobile Liability
- b) Comprehensive Crime
- c) Accident Insurance – Councillors and Volunteers

- d) Conflict of Interest
- e) Legal Expense
- f) Property
- g) Equipment Breakdown - Boiler and Machinery
- h) Automobile Fleet
- i) Privacy and Cyber Liability¹
- j) Fine Arts
- k) Special Events – 3rd party Liability (Please note – this coverage may not be included under existing insurance coverage)

14.1.1 Recommendations and Identification of gaps in coverage: Although we request a quote using our existing coverage amounts and deductibles (to aid in comparison of responses), we request Proponents to separately list any recommendations on options we should consider and identify any gaps in our coverage.

14.2 The Broker is expected to provide:

- a) Timely and accurate insurance documentation (policies, binders, certificates, etc.).
- b) Accurate and up-to-date insurance summaries for each insurance policy.
- c) Loss claims data reports as required.
- d) A representative to attend meetings with administrative staff, the Finance and Audit Committee, and Council, as required.
- e) Other information related to insurance coverage as requested or required.

14.3 Negotiation and placement of insurance – Over the term of the Contract (Three years plus two one-year options) the Broker will assist in the selection and negotiation of insurance coverage specific to meet CLFN’s requirements.

14.4 Risk Management Services- CLFN may seek the services of the Broker to provide an opinion or methods regarding risk analysis and risk control techniques related to property, operations, and liability.

14.5 Insurance Contract and Document Review - CLFN may request the Broker to provide opinion and recommendations regarding Insurance Requirements, Binding, and Indemnities.

14.6 Other Consulting Services – CLFN is interested to learn other services which are offered by the Proponent, which have not been identified in this section, which could be of benefit to its community and operations.

Section 5 – EVALUATION OF PROPOSALS

15. Evaluation Time Frame

Evaluation of Proposals will be conducted from **May 18, 2023, to May 23, 2023**. If additional

¹ CLFN currently has a Cyber Insurance Policy in place for the period March 2, 2023, to March 2024. It is CLFN’s intent to renew the policy at its expiry through the successful proponent of this RFP.

information or discussions are needed with any Proponent(s) during this window, the Proponent(s) will be notified.

16. Evaluation Framework

The following framework will be used to evaluate Proposals.

Step 1 – CLFN will review the Proposals to confirm compliance with the Mandatory Criteria identified in **Section 5 (17)** Proposals must meet all Mandatory Criteria to advance to Step 2 of the evaluation process.

Step 2 – CLFN will score Proposals based on the Desirable Criteria identified in **Section 5 (18)**. Proposals that clearly exceed the stated Desirable Criteria will score higher than those that meet the basic or minimum Desirable Criteria. A Proponent not reaching the minimum score in each category of Desirable Criteria will receive no further consideration. After evaluations of Desirable Criteria have been completed, CLFN may choose to shortlist up to three of the highest scoring Proponents to advance to Step 3 of the evaluation process.

Step 3 – CLFN may in its discretion but is under no obligation to check Proponent references without first notifying the Proponent to verify statements made in the response and to confirm the quality of services that were delivered by the Proponent. If the Proponent is deemed unsuitable by CLFN in its sole discretion due to unsatisfactory references, or if the Proposal is found to contain material errors, omissions or misrepresentations, the Proponent's Proposal may be rejected.

17. Mandatory Criteria

Proposals must meet all the Mandatory Criteria and Proponents must submit the following Mandatories.

1. The Proposal has been submitted before the Closing Date and Time.
2. The Proposal is in English.
3. The Proposal is signed by an individual who has authority to commit the Proponent to the RFP Response should it be selected by CLFN.
4. The Proposal includes a minimum of two but no more than three references of individuals who can verify the quality of work provided specific to the relevant experience of the Proponent, and that such references include a contact name, phone number and email address and are not from the Proponent's own organization.

18. Desirable Criteria

Proposals meeting all the Mandatory Criteria will be further assessed against Desirable Criteria. Please ensure responses cover these items as a minimum.

Desirable Criteria	Maximum score	Minimum score
Overall Proposal suitability: Proposal must meet the scope and needs outlined in Section 4 .	15	10
Organizational Experience: Broker skills and experience with municipal governments, quality of the service team, claims and crisis response, ability to meet any reporting requirements, depth of expertise available within firm or associated brokers/firms.	30	18
Experience working with First Nations: Proponents will be evaluated on cultural fit using examples of their success in working with other Canadian First Nation Governments.	10	7
Pricing: Insurance premiums for June 16, 2023, to June 16, 2024 , as outlined in Section 4 (14.1) , AND fees for services outlined in Section 4 (14.2) to (14.6)	30	20
Value added services and recommendation for improvements to coverage and identification of any major gaps in existing insurance coverage.	15	10
Total	100	65

A Proponent not reaching the minimum score in any given category will receive no further consideration during evaluation.

19. Negotiations

By submitting a Proposal, the Proponent agrees that the terms of this RFP reserve to CLFN the right to negotiate price or terms or any other condition(s) with the highest ranked Proponent (the “Successful Proponent”). By submitting a Proposal, the Proponent further agrees that should negotiations with the highest ranked Proponent not be successful, the terms of this RFP further reserve to CLFN the right to enter into negotiations with the next highest ranked or any other Proponent regardless of ranking and, in the alternative to cancel the RFP completely or to cancel and re-issue the RFP. The awarding of a Contract to a Successful Proponent is not a guarantee of exclusivity.

SCHEDULE A - Confirmation Form to Participate

Please complete and submit an electronic copy to procurement@curvelake.ca

We, the undersigned, wish to participate in responding to Curve Lake First Nation’s request for proposal “**Insurance and Insurance Brokerage Services**” issued on **April 20, 2023**. We understand that this does not commit us to submit a proposal should we determine that the services requested are beyond those that we can provide. We agree that this RFP and any additional information received from CLFN is confidential and we confirm that we will safeguard its distribution beyond the individuals in our firm who are required to prepare our response.

We understand that upon receipt of this signed Confirmation Form to Participate, CLFN will provide us with a copy of their current insurance policies to assist us in responding to this RFP, specifically **Section 4 (14.1)**

SIGNED AND DELIVERED on behalf of Proponent:

Name of Company: _____

Street Address: _____

City, Province & Postal Code: _____

Primary Contact Name and Title: _____

E-Mail Address: _____

Phone Number: _____

Authorized Signature: _____

Name and Title: _____

Date: _____