

Mississaugas of the Credit First Nation Council

Request for Proposal

To Provide Comprehensive Insurance Coverage For

Mississaugas of the Credit First Nation

February 14th, 2025



Mississaugas of the Credit First Nation 2789 Mississauga Road, Hagersville, Ontario NOA 1H0



1. INTRODUCTION

1.1 BACKGROUND & LOCATION

The Mississaugas of the Credit First Nation (MCFN) is a small First Nation with approximately 2823 members and less than one third of those members residing on the First Nation.

MCFN is located in southwestern Ontario immediately west of the Town of Hagersville and approximately 32 km southeast of the City of Brantford and 30 km southwest of the City of Hamilton. It is bordered on the west and north by the Six Nations of the Grand River and by Haldimand County to the south and east.

MCFN occupies a total area of 6,059 acres. The majority of this land base (4,800 acres) lies within Brant County with the remaining (1,259 acres) extending into Haldimand County. The Community is serviced by 27.4 km of roads that range from gravel to paved. There are partially serviced water lines (approximately 31.1 km) and sewer lines (approximately 11.55 km).

The MCBCLP, and 1001076350 Ontario Inc (see addendum) all operate as separate entities within the community. MCFN owns various residential rental units and commercial properties along with numerous vehicles.

The MCFN Elected council is made up of One (1) Chief and up to Six (6) Council Members, all of which are elected bi-annually. The administration of the community at any given time is approximately 200 people, making the MCFN Elected Council the largest employer in the community. The staff span 12 departments including (but not limited to) Public Works, Health and Social Services, Education, Lifelong Learning, Department of Duty and Consultation, OW, Economic Development, Governance, Employment and Training, Lands and Memberships, and Housing.

1.2 STUDY OBJECTIVE

To provide the MCFN Elected Council and Affiliates with Comprehensive Property & Liability Insurance Coverage for a **5-year term**, from March **25**, **2025**, to March **25**, **2030**.





1.3 PROJECT TEAM:

The Project Team will include the following:

Amanda Braun, Director of Sustainable Economic Development Jilda Perez, CPA Tabitha King, CPA

2.0 SCOPE OF WORK

Mississaugas of the Credit First Nation Elected Council is requesting proposals that will detail your fee/premium for Comprehensive Insurance Coverage for the following:

- Mississaugas of the Credit Elected Council
- 1001076350 Ontario Inc
- MCBC LP
- Peacekeepers

Such service will include the following, but is not intended to be all inclusive:

- General Liability (Commercial)
- Property
- Building & Machinery
- Crime
- Automotive/Heavy Equipment
- Accidental Death and Dismemberment
- MCFN Elected Officials (health, vision, dental, life, dependent life)
- Environmental
- Peacekeepers
- Director and Officer liability coverage (quote separately)
- Legal Expense Insurance (quote separately)
- The Contractors equipment

This Request for Proposal defines the conditions and scope of services the Broker and Underwriter is to perform for the Mississaugas of the Credit First Nation.





The Broker must confirm asset values annually.

Summary of MCFN Current Insurance Program Coverage:

Property of Every Description	\$ 65,533,500 est	
Limit Unlicensed Equipment	7,959,900	
<u>Auto Policy Coverage</u>		
, 5	F 000 000	
Liability Limit	5,000,000	
Auto Policy Coverage Deductibles		
<u>All Perils</u>		
Heavy Commercial Vehicles	5,000	per claim
Buses	5,000	per claim
Vehicles with a value > \$400,000 will be subject to a deductible per claim of		-
5% of the vehicle value		per claim
All other vehicles All Perils	1,000	per claim

Accidental Death & Dismemberment

Aggregate Limit of Liability	2,500,000.00			Accid	ental
	Principle Sum	Weekly Total	# of Weeks	Medical	Dental
Class 1 - Chiefs, Council Members, Trustees, Directors, Administrators, Social Workers, Teachers of Day Care Centers and Educational					
Centers	250,000	750	104	25000	5000
Class 2 - Peacekeepers & Security Guards	250,000	750	104	25000	5000
Class 3 - All volunteers and Casual Employees	75,000	200	26	25000	5000
Class 4 - All Permanent & Part-Time Employees not covered in Class 1 or 2	75,000	200	26	25000	5000
Class 5 - All Spouses \$50,000 or Dependant Children \$20,000 of Class 1 and Class 2	50,000 and 20,000	N/A	N/A	25000	5000
Class 6 - All Children attending Day Care or Educational Centers over 6 months old and under 18yrs old	20,000	N/A	N/A	25000	5000
Class 6 - All Children attending Day Care or Educational Centers 19 yrs old & Older	20,000	N/A	N/A	25000	5000



Phone: (905) 768-1133 Fax: (905) 768-1225

C

Commercial General Liability Policy Coverage and Limits of Liability

A. Bodily Injury & Property Damage Liability - Each Occurrence	5,000,000
Products & Completed Operations Aggregate	5,000,000
General Aggregate	5,000,000
B. Personal and Advertising Injury Liability – Each Occurrence/Aggregate	5,000,000
C. Tenants' Legal Liability – Each Occurrence	5,000,000
D. Incidental Medical Malpractice - Each Occurrence	5,000,000
E. Voluntary Medical Payments - Each Person	5,000
Each Accident F. Voluntary Compensation for Volunteer Workers – as per Schedule of Benefits and Incapacities	25,000
G. Employee Benefits Programs Liability - Each Claim	5,000,000
Annual Aggregate	5,000,000
J. Employee Benefits Programs Liability - Each Claim	5,000,000
Annual Aggregate	5,000,000
Non-Owned Automobile Policy (SPF No. 6) – Each Occurrence	5,000,000
Legal Liability for Damage to Non-Owned Automobiles	250,000
Legal Liability for Damage to Non-Owned Automobiles - (Mutual Aid Agreement)	250,000
Administrative Errors & Omissions - Aggregate	5,000,000
Crisis Management Services Liability - Each Claim	250,000
Wrongful Dismissal & Employment Practices Liability - Aggregate	5,000,000
Sexual Abuse Liability - Each Claim/Aggregate	3,000,000
Wrap-Up Liability - Each Claim/Aggregate	1,000,000





C

Deductibles

A. Bodily Injury & Property Damage Liability		5,000
B. Personal and Advertising Injury Liability		5,000
C. Tenants' Legal Liability D. Incidental Medical Malpractice E. Voluntary Medical Payments F. Voluntary Compensation for Volunteer Workers		5,000 NIL N/A NIL
G. Employee Benefits Programs Liability Non-Owned Automobile Policy (SPF No. 6)		5,000 NIL
Legal Liability for Damage to Non-Owned Automobiles - (Mutual Aid Agreement)		2,500
Legal Liability for Damage to Non-Owned Automobiles - (All other vehicles)		1,000
Administrative Errors & Omissions - Aggregate		5,000
Crisis Management Services Liability - Each Claim		5,000
Wrongful Dismissal & Employment Practices Liability - Each Claim		25,000
Wrongful Dismissal & Employment Practices Liability - Employee Practices Each Claim		5,000
Sexual Abuse Liability - Each Claim/Aggregate		5,000
Wrap-Up Liability - Each Claim/Aggregate		5,000
Commercial Package Policy <u>PROPERTY</u> Policy Limit of Liability Any one Occurrence	35,000,000	
Sublimit of Liability		
Part A – Direct Damage Part C – Business Interruption Insurance including Contingent Business Interruption (Profits)	35,000,000 Not Covered	
Part D – Business Interruption Insurance including Contingent Business Interruption (Gross Earnings)	1,000,000	
Part E – Gross Rentals Insurance including Contingent Gross Rentals	500,000	
Part F – Extra Expense Insurance includingContingent Extra Expense The following sublimit form part of and are not in addition to the Policy Limit of Liability	250,000	
Accounts Receivable	250,000	
Mississaugas of the Credit First Nation 2789 Mississauga Road, Hagersville, Ontario NOA 1H0	Phone: (905) 768-1133 Fax: (905) 768-1225	





Fax: (905) 768-1225

		250.000
	Additional Living Expense – \$10,000 per dwelling; Aggregate per Policy Period	250,000
	Arson Reward	25,000
	Automatic Coverage (with 90 days reporting)	1,000,000
	Automatic Coverage (no reporting)	250,000
	Civil Authority	250,000
	Consequential Damage by Service Interruption	250,000
	Consequential Loss	250,000
	Course of Construction	250,000
	Damage to Vehicles Belonging to Others	250,000
	Debris Removal	250,000
	Defense Costs	25,000
	Errors and Omissions	250,000
	ExpeditingExpense	250,000
	Fine Arts	250,000
	Fire Extinguishing Materials and Fire Fighting Expense	250,000
	Furs, Jewels and Ceremonial Regalia	15,000
	Live Animals	25,000
	General Average and Salvage	250,000
	Ingress/Egress	250,000
	Interruption by Civil Authority	250,000
	Leasehold Interests	250,000
	Master Keys	250,000
	Money, Securities and Stamps	500
	Permissions	Included
	Personal Effects	10,000
	Pollution Cleanup and Removal – per occurrence	25,000
	Professional Fees	250,000
	Transit	250,000
	Valuable Papers	250,000
	Earthquake	35,000,000
	Flood	35,000,000
	Pollution Cleanup and Removal	100,000
	Part B – Boiler and Machinery	35,000,000
	Sublimit of Liability	
	The following sublimit form part of and are not in addition to the Policy Limit of	
	Liability	
	Ammonia Contamination	250,000
	Automatic Coverage (with 90 days reporting)	1,000,000
	Automatic Coverage (no reporting)	250,000
	Data and Media Restoration	250,000
	Demolition and Increased Cost of Construction	250,000
	ExpeditingExpense	250,000
	Hazardous Substances	250,000
9	Mississaugas of the Credit First Nation	Phone: (905) 768-1133
	2789 Mississauga Road, Hagersville, Ontario NOA 1H0	Fax: (905) 768-1225

Professional Fees	250,000
Service Interruption	250,000
Spoilage	250,000
Water Damage	250,000
<u>Section II – Crime</u>	
Sublimit of Liability	
Employee Dishonesty coverage	1,000,000
Loss Inside the Premises	100,000
Loss Outside the Premises	100,000
Money Orders and Counterfeit Paper Currency coverage	100,000
Depositors Forgery coverage	100,000
Computer Fraud	10,000
Credit Card Forgery coverage	10,000
Audit Expenses	25,000
<u>Deductibles</u>	
Earthquake -5% of Total Insurable Values at the time of the loss at each Premises	
involved in	0
Flood	25,000
Ice and/or Muskeg	5,000
Service Interruption	24 hour Waiting Period
Contractors Equipment	10,000
Contractors Equipment	24 hour Waiting
Losses under Section I, Part C, Part D and Part E following an Accident to an Object	Period
All Other Losses	10,000
Spoilage	1,000
All Other Losses	10,000
Each Loss - Crime	2,500
<u>Umbrella Liability Policy</u>	
Umbrella Liability	
Each Occurrence	10,000,000
Aggregate for Each Annual Period	10,000,000
Self Insured Retention	10,000
Limit of Liability	5,000,000
Annual Aggregate, Products and Completed Operations	5,000,000
Employee Benefits Programs Liability	5,000,000
Administrative Errors & Omissions Aggregate	5,000,000
	3,000,000



Phone: (905) 768-1133 Fax: (905) 768-1225

C

Legal Policy

Employment Disputes	200,000
Employees' Extra Protection	200,000
Legal Defence	200,000
Auto Legal	200,000
Contract Disputes and Debt Recovery	200,000
Statutory	200,000
Bodily Injury	200,000
Tax	200,000
Legal Helpline	Unlimited
Legal Document Review	12 per year
Simple	12 per year
Legal Document Centre	Unlimited
HR Assistance	Unlimited
<u>Deductibles</u>	
Employment Disputes	2,500

Employment Disputes	2,500
Employees' Extra Protection	NIL
Legal Defence	NIL
Auto Legal	NIL
Contract Disputes and Debt Recovery	2,500
Statutory	NIL
Bodily Injury	NIL
Tax	NIL
Legal Helpline	NIL
Legal Document Review	NIL
Simple	NIL
Legal Document Centre	NIL
HR Assistance	NIL

3.0 PROPOSAL

One (1) original and four (4) copies of proposals shall be prepared by the Broker and hand delivered in a sealed envelope **by Feb 28th**, **2025**, **by 3:00 p.m. clearly marked "RFP – Comprehensive Property & Liability Insurance Coverage"** and hand delivered to:

Amanda Braun, Director of Sustainable Economic Development 2789 Mississauga Rd Hagersville ONT N0H 1A0





5.0 GENERAL CONDITIONS

Mississaugas of the Credit First Nation Elected Council will not be responsible or accept liability for submission not being received by specified time or contents.

Award of this assignment will be determined not only on the cost contained in the proposal, but also by the clarity of the detailed work offered (in accordance with the Request for Proposal) and in particular that which may not have been addressed herein, including the schedules.

If a contract is to be awarded it shall also be awarded on the proposal that provides the best potential added value to MCFN.

Bidders maybe request to submit to an oral interview/presentation.

6.0 SCOPE OF SERVICES:

The scope of services to be included in the proposals must include the following:

- Review policies and endorsements for accuracy and conformance with negotiated coverages. Ensure the timely issuance of policies and endorsements to the MISSISSAUGAS OF THE CREDIT ELECTED COUNCIL.
- 2. Analyze and review all carrier proposed settlements, claims history, group utilization, reserves, claims processing, and other plan costs and expenses to provide information and recommendations to the MISSISSAUGAS OF THE CREDIT ELECTED COUNCIL.
- 3. On request, attend council, committee or staff meetings.
- 4. The Broker ultimately selected through this RFP will be responsible for assisting MISSISSAUGAS OF THE CREDIT ELECTED COUNCIL with all aspects of insurance consulting/brokerage services.





7.0 BROKER RESPONSE FORMAT

The following items are to be clearly addressed in the proposal responses for broker services for comprehensive insurance. If an item is not applicable to your proposals, clearly indicate "not applicable" for the item and the reason it is not applicable.

- 1. Name of firm and brief history
- 2. Location of the office that would service our account.
- 3. A narrative statement (no more than 1 page) of the Broker's understanding of MCFN needs and goals.
- 4. How many years has the firm been dealing with any First Nations.
- 5. Are you located within a First Nation community.
- 6. Describe the proposed management of the account.
- 7. How do you give back to First Nations Communities that you provide insurance for and how would you plan on giving back to MCFN?
- 8. If you have provided insurance to MCFN in the past, please describe how you have given back to the MCFN community.
- 9. Outline the programs account team that will work with MCFN administration and staff to ensure policy changes are communicated to ensure efficiency of support service.
- 10. The broker shall also identify and show support for capacity building and economic development within MCFN Territory.
- 11. Please indicate other insurance brokers or affiliates that may have added value in servicing MCFN insurance needs.
- 12. Indicate broker fee and premium cost in Canadian dollars.
- 13. Provide a sample of agreement that clarify terms and agreement.
- 14. The broker's Risk Management approach to First Nations verification of assets
- 15. Break out premium allocation based on departmental assets
- 16. Please note: all costs are HST Exempt

8.0 MINIMUM QUALIFICATIONS

- Must be licensed in the Province of Ontario
- Must have at least five (5) years proven experience in providing brokerage service
- Must have experience dealing with similar sized (municipalities/First Nations), types of exposures, coverage and liability
- Ability to place coverage equal or better than existing coverage.
- Client will take into consideration any other recommendations
- Must be willing to submit to an oral presentation, if requested.
- Address any concern or question prior to deadlines whereby an addendum will be submitted to all firms.
- Must include all schedules for coverage.
- Annual fee for each schedule.
- Verification from carrier/underwriter of coverage.
- Must specify if any annual increases (%) over the 5 year term.





9.0 <u>TERM</u>

The term for Comprehensive Insurance Coverage will be for five (5) years from March 25, 2025 - March 25, 2030.

10.0 INQUIRIES

Only email inquiries will be accepted. Forward all inquiries to Amanda Braun, Director of Sustainable Economic Development at Amanda.Braun@MNCFN.ca

11.0 SELECTION PROCESS

1: Proposals will be evaluated according to the following criteria:

a.	Understanding of scope and ability to provide services as requested.	(25%)
b.	Firm/personnel qualifications.	(10%)
C.	References.	(5%)
d.	Cost of services.	(35%)
e.	Experience with similar size First Nations government insurance experience.	(15%)
f.	Added value service from broker.	(10%)

2: All respondents may be asked to further explain or clarify, in writing, areas of their proposal before or during the evaluation process. MCFN Elected Council will enter into negotiations with the broker receiving the highest rating as determined by the members of the evaluation committee. If such negotiations are not successful, the MCFN Elected Council will then enter into negotiations with the broker receiving the next highest overall rating.

12.0 NOTICE OF CONTRACT

The **selected broker** for MCFN **will be notified** of the contract award on or before **March 15th, 2025**, once The MCFN Elected Council has granted approval.

13.0 REJECTION OF PROPOSAL

MCFN Elected Council reserves the right to reject any proposal and may not necessarily accept the lowest bidder.





Addendum

Subject: 100107630 Ontario Inc Date of Incorporation: November 28, 2024 Shareholders: MCFN

MCFN created a corporation for the purchase of a 300-acre farm located at 4136 Hwy 6 Hagersville. The land is currently rented out for cash crops. There is a swine barn that hold 2000 head. 100107630 Ont. Inc has a contract to produce and sell the swine. There is a shop that is 75 by 150 feet. This shop is currently rented out. There are two houses on the property. The one is currently under renovations and will be rented out. There is also an indoor pool on the premises.

Due to the fact that the property is not on First Nation's lands the corporation was created to hold the assets and run the contract for the production of pork and any other operations that may occur in the future on the premises.



