

REQUEST FOR PROPOSAL

RFP No. AM-06-2022

ANIMAL CONTROL SERVICES

ADDENDA #2

Posted July 5, 2022

ADDITIONAL INDEMNIFICATION AND INSURANCE REQUIREMENTS OF THIS REQUEST FOR PROPOSAL

The following clauses will be incorporated into any potential contract with any Successful Proponent to this RFP:

Independent Contractor Status of Proponent

Any Successful Proponent remains an independent contractor and not an employee of the Township/Municipality.

Indemnity and Insurance Acknowledgement

A contract with any Successful Proponent will require an indemnity and insurance clauses to the satisfaction of the Township/Municipality, as its discretion. Sample indemnification and insurance clauses are provided below as examples. Please note that the clauses are produced here are subject to review and revisions by the Township/Municipality's legal counsel at the time of contract negotiation.

Sample Clauses

Sample Responsibility and Indemnification and Hold Harmless Clause

The Successful Proponent expressly acknowledges and agrees that the Services identified in the RFP are provided entirely and solely at its own risk and expense without liability or responsibility of the Township/Municipality.

Without limiting the foregoing, the Successful Proponent, releases, indemnifies, completely holds harmless and agrees to defend the Township/Municipality, its Councillors, elected officials, officers, employees, legal counsel, agents and contractors, from and against any and all suits,

judgments, claims, demands, expenses, actions, causes of action, losses, duties, assessments, fees, penalties, fines, liabilities and costs (including without limitation legal expenses on a solicitor-client basis and for any claim for lien made pursuant to the Construction Act (Ontario) and for any and all liability for:

- (a) interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Successful Proponent, its directors, officers, employees, agents, contractors and subcontractors, or any of them;
- (b) any direct, indirect, special or consequential damages; and
- (c) any injury to any person (including death) however caused

which in any manner arise out of or are in any manner related to this Contract and the Services identified in the RFP.

This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Successful Proponent in accordance with this Contract and shall survive this Contract.

The Successful Proponent agrees to defend, indemnify and save harmless the Township/Municipality from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Successful Proponent's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Successful Proponent in accordance with this Contract, and shall survive this Contract.

Sample Commercial General Liability Insurance

Commercial General Liability insurance, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of not less than five million dollars (\$5,000,000.00*) per occurrence, an aggregate limit of not less than five million dollars (\$5,000,000.00), within any policy year with respect to completed operations and a deductible of not more than \$ _____ (To be decided based on industry standard and Township/Municipality risk level). The policy shall include an extension for a standard provincial and territorial form of non-owned automobile liability policy. This policy shall include but not be limited to:

- a. Name the Township/Municipality as an additional insured
- b. Cross-liability and severability of interest
- c. Blanket Contractual
- d. Products and Completed Operations

- e. Premises and Operations Liability
- f. Personal Injury Liability including bodily harm and death
- g. Property damage
- h. Contingent Employers Liability
- i. Owners and Contractors Protective
- j. The policy shall include 30 days' notice of cancellation.

*In the event, if a limit of five million dollars is not available, please provide the amount of insurance available during the question period.

Sample Contractor/Agent Insurance Clause

The Successful Proponent shall require any contractor and/or agent providing services or work in relation to this Contract to provide insurance, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of not less than five million dollars (\$5,000,000.00*) per occurrence, an aggregate limit of not less than five million dollars (\$5,000,000.00), within any policy year with respect to completed operations and a deductible of not more than \$_____ (To be decided based on industry standard and Township/Municipality risk level). The policy shall include an extension for a standard provincial and territorial form of non-owned automobile liability policy. This policy shall include but not be limited to:

- a. Name the Township/Municipality as an additional insured
- b. Cross-liability and severability of interest
- c. Blanket Contractual
- d. Products and Completed Operations
- e. Premises and Operations Liability
- f. Personal Injury Liability including bodily harm and death
- g. Property damage
- h. Contingent Employers Liability
- i. Owners and Contractors Protective
- j. The policy shall include 30 days' notice of cancellation.

*In the event, if a limit of five million dollars is not available, please provide the amount of insurance available during the question period.

Sample Automobile Insurance

Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than five million dollars (\$5,000,000.00*) per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Successful Proponent.

*In the event, if a limit of five million dollars \$5,000,000.00 or Errors and Omissions insurance is not available, please provide the amount of insurance available during the question period

Errors & Omissions Insurance

In addition, the Successful Proponent shall be required to provide industry standard Errors & Omissions insurance, if applicable.

Sample Primary Coverage

The Successful Proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Township/Municipality.

Sample Certificate of Insurance

The Successful Proponent shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement.