



REQUEST FOR PROPOSAL

No. 2024-01

Amalgamation Brand Identity, Naming and Guidelines

Haliburton, Kawartha, Pine Ridge District Health Unit (HKPR)

and

Peterborough Public Health (PPH)

PROPOSAL CLOSING DATE AND TIME:

Monday, July 22, 2024

at 9 a.m. local time

Email address: abeaulac@hkpr.on.ca

PROPOSAL SUBMISSION FORM

REQUEST FOR PROPOSAL No. 2024-01 Amalgamation Brand Identity and Guidelines

CLOSING

Monday, July 22, 2024, at 9:00 a.m. local time

I/WE Hereby, Submit My/our Proposal for the Provision of the Goods and/or Services as Described Within the Request for Proposal Document for the Above, Named Project.

I/WE, Have Carefully Examined the Documents and Have a Clear and Comprehensive Knowledge of the Requirements and Have Submitted All Relevant Data.

I/WE, Agree, If Selected, to Provide Those Goods and/or Services to PPH and HKPR in Accordance with the Terms, Conditions and Specifications/Terms of Reference Contained in the Proposal Document and in Our Submission.

I/We, Agree, That We Are in Receipt of Addendum _____ to _____ Inclusive, and the Proposal Price Includes Provisions Set out in Such Addendum.

I/We, Agree That the Undersigned is/are Authorized and Empowered to Sign and Submit this Proposal.

PROPONENTS LEGAL NAME

STREET ADDRESS

CITY

POSTAL CODE

PRINT NAME AND TITLE OF PERSON SIGNING FOR COMPANY

EMAIL ADDRESS

PHONE NUMBER

SIGNED AT _____ THIS _____ DAY OF _____, 2024.

SIGNATURE OF PERSON SIGNING FOR COMPANY

THIS FORM SHALL BEAR AN ORIGINAL SIGNATURE (electronic), BY AN OFFICER WITH AUTHORITY TO BIND THE COMPANY AND BE SUBMITTED TO BE A VALID OFFER

DECLARATION OF DISCLOSURE

To: **PPH/HKPR**

Name of Proponent: _____

I/WE DECLARE that no person, Company, or corporation, other than the one whose proper officers is or are attached below, has any interest in this Proposal or in the Contract.

I/WE FURTHER DECLARE that this Proposal is in all respects fair and without collusion or fraud.

I/WE FURTHER DECLARE that no PPH and HKPR Employee, or PPH and HKPR Board of Directors (or their families) is, or will become interested directly or indirectly as a contracting party or otherwise in the performance of the Contract or in the supplies, work or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or any of the monies to be derived therefrom.

I/WE FURTHER DECLARE that the statements contained in the Proposal are in all respect true.

I/WE hereby propose and offer to enter the Contract on the terms and conditions and under the provisions set forth in the Proposal, and to accept in full payment therefore, the sums calculated in accordance with the actual measured quantities and unit prices attached to this Proposal.

I/WE AGREE that this Proposal is an offer which is to continue open for acceptance until the formal Contract is executed by the Proponent or for thirty (30) days following the Proposal closing date, whichever occurs first.

SIGNATURE OF AUTHORIZED SIGNING OFFICER: _____

PRINT NAME OF SIGNING OFFICER: _____

POSITION: _____

NAME OF COMPANY: _____

DATE: _____

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SECTION ONE: SUMMARY OF THE OPPORTUNITY

I. CONTEXT

Peterborough Public Health (PPH) and Haliburton, Kawartha, Pine Ridge District Health Unit (HKPR) intend to amalgamate the two organizations, subject to certain additional board, Ministry funding and regulatory approvals.

The two organizations seek to achieve improved public health services across our region. In addition to enhanced program delivery, our priority will be to strengthen central supports and resources, offering innovative technology that results in better client and population outcomes.

To prepare and complete this pending merger of PPH and HKPR, the services of a consultancy is required to establish a brand identify and guidelines to announce the new merged health unit as well as using the merger as an opportunity to increase overall health unit awareness and to support its programming. The purpose of this RFP is to identify those service providers that have the interest, capability, and experience to supply the PPH/HKPR with the requirements identified in this RFP.

Further details as to the scope of this opportunity and the requirements can be found in Section 4 of this RFP.

Through this Request for Proposal, PPH and HKPR seek to:

- Specify the terms and conditions that would govern the requested services and the resulting service agreements (if any)
- Specify the expectations in the form of requirements
- Select a successful Proponent

This Request for Proposal states the instructions for submitting proposals, and the procedures and criteria by which the successful Proponent will be selected.

II. PROFILE OF PETERBOROUGH PUBLIC HEALTH

The mission of Peterborough Public Health is to work with partners to promote and protect the health of communities in Curve Lake and Hiawatha First Nations and the County and City of Peterborough. Our work is guided by the understanding that "health" includes physical, mental, social, emotional, and spiritual aspects of well-being, follows the values of: Respect, Teamwork, Excellence, Advocacy.

Quick Facts:

- PPH currently employes 130 staff.
- PPH has one office located in Peterborough Ontario and serves the residents of Curve Lake First Nation, Hiawatha First Nation, Peterborough County, and City of Peterborough.
- PPH is funded by the Ministry of Health, City of Peterborough, Peterborough County, Hiawatha First Nations, and Curve Lake First Nations
- PPH programs and operations are guided by the Ontario Public Health Standards.

PPH’s current Mission, Vision and Value Statements:

Mission: Peterborough Public Health works with partners to promote and protect the health of communities in Curve Lake and Hiawatha First Nations and the County and City of Peterborough.

Vision: Healthy communities.

Values: Our work is guided by the understanding that “health” includes physical, mental, social, emotional, and spiritual aspects of well-being.

Our values are grounded in two beliefs. We believe in:

- our responsibility to address the upstream causes of health and to strive for equity; and
- respect for individual choice within the greater context of health protection and promotion for all.

Our work is guided by the following values:

- RESPECT: We make all people feel welcome and treat them with dignity.
- TEAMWORK: Our goals are best achieved through collaboration, cooperation and partnerships that are inclusive.
- EXCELLENCE: We are responsive to community needs and are resourceful and innovative in our efforts. We are committed to life-long learning, ethical practice, evidence-informed decision-making, and professionalism.
- ADVOCACY: We are invested in the health of our communities and through allyship seek fundamental and transformative change.

III. PROFILE OF HALIBURTON, KAWARTHA, PINE RIDGE DISTRICT HEALTH UNIT

The mission of the HKPR District Health Unit is to work with our partners to improve the health of people in our communities. Our work is guided by the following values: Trust, Engagement, Accountability, Leadership.

Quick Facts:

- The HKPR District Health Unit currently employes 199 staff.
- The HKPR District Health Unit has three office locations, including Port Hope, Lindsay and Haliburton, and additional clinics locations throughout the community.
- HKPR is funded by the Ministry of Health, City of Kawartha Lakes, County of Haliburton and Northumberland County.
HKPR programs and operations are guided by the Ontario Public Health Standards.

HKPR District Health Unit’s current Mission, Vision and Value Statements:

Mission: We work with our partners to improve the health of people in our communities.

Vision: Healthy People, Healthy Communities

Values: Trust, Engagement, Accountability, and Leadership

SECTION TWO: STANDARD TERMS AND DEFINITIONS

I. CONTEXT

Throughout this Request for Proposal, the following definitions shall apply:

“Addenda” means all additional information regarding this RFP, including amendments to the RFP;

“Brand Essence” is the soul of a brand and acts as a foundation, so the brand appears consistent and authentic. It defines what a brand stands for, shapes the overall identity, and aims to invoke a particular thought, feeling, or emotion in consumers.

“Brand Character or Identity” is a set of human characteristics and attributes that define a brand and helps it to be unique. It's also a structural framework that defines the company's vision, mission, product and service offerings, and brand architecture.

“Brand Competitive Position” is the ability to make one's company stand out from its competitors. The company's competitive position depends on how the value of products and services you provide compares to the value of comparable products and services in the market.

“Brand Promise” A brand promise is a commitment made by a company to its customers that outlines the value and brand experience they can expect when using its products or services. It serves as the foundation for a company's brand identity and helps shape the overall brand strategy.

“Brand Values” Brand values are the key principles guiding how a company operates—from how it sources its products to how items are delivered to customers to how employees are treated. These core values define precisely how a company achieves its mission, operates its business, and earns money.

“Closing Location” includes the location or email address for submissions indicated on the cover page of this RFP and/or provided in the Submission deadline on Pg. 22;

“Closing Time” means the closing time and date for this RFP as set out on the cover page of this RFP;

“Contract” means the written agreement resulting from the RFP executed by PPH and HKPR and the successful Proponent;

“Consultant” means the successful Proponent (person or entity) to the RFP who enters into a Contract with PPH and HKPR.

“HKPR” means the Haliburton, Kawartha, Pine Ridge District Health Unit.

“Key Brand Messages” are the core points or ideas that the brand wants to convey to its audience, encompassing its values, unique selling points, and brand promise.

“Must”, or “mandatory” means a requirement that must be met in order for a proposal to receive consideration;

“PPH” means Peterborough Public Health (legal name Peterborough County-City Health Unit)

“Proponent” means a person or entity (excluding its parent, subsidiaries or other affiliates) 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.

II. ACCEPTANCE OF TERMS AND CONDITIONS

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

A proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent's proposal. A scanned copy of the Proposal Submission Form included in this RFP, including a signature of an authorized representative of the Proponent that confirms the Proponent's intent to be bound, is acceptable.

III. SUBMISSION OF PROPOSALS

- a) Proposals must be submitted before Closing Time to the Closing Location using one of the submission methods set out in this RFP. The Proponent is solely responsible for ensuring that, regardless of the submission method selected, PPH receive a complete Proposal, including all attachments or enclosures, before the Closing Time.
- b) For electronic submissions (if applicable and identified as a requirement in this RFP):
 - i. The maximum size of each attachment must be 15 MB or less (Proponents are solely responsible for ensuring that email proposal submissions comply with any size restrictions imposed by the Proponent's internet service provider);
 - ii. Proponents should submit email proposal submissions in a single email and avoid sending multiple email submissions for the same opportunity. If the file size of an electronic submission exceeds the applicable maximum size, the Proponent may make multiple submissions to reduce attachment file size to be within the maximum applicable size. Proponents should identify the order and number of emails making up the email proposal submission (e.g. "email 1 of 3, email 2 of 3...");
 - iii. For email proposal submissions sent through multiple emails the committee reserves the right to seek clarification or reject the proposal if the committee is unable to determine what documents constitute the complete proposal;
 - iv. Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proponents submitting by electronic submission are solely responsible for

ensuring that any emails or attachments are not corrupted. PPH and HKPR may reject proposals that are compressed, cannot be opened or that contain viruses or malware or corrupted attachments.

- v. For email proposal submissions, including any notices of amendment or withdrawal, the subject line of the email and any attachment should be clearly marked with the name of the Proponent and the RFP number.
- vi. PPH and HKPR strongly encourage Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing Time.
- vii. The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and PPH/HKPR's email system.

IV. COMPLETENESS OF PROPOSAL

By submitting a proposal, the Proponent warrants that if the RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Consultant at no additional charge.

V. 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 PPH and HKPR, if any. PPH and HKPR 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.

VI. ACCESSIBILITY GUIDELINES AND ACCESSIBLE CUSTOMER SERVICE TRAINING REQUIREMENTS – CONTRACTORS, CONSULTANTS AND SERVICE PROVIDERS

The Proponent shall ensure that any information, products, deliverables and/or communication (as defined in the Integrated Standards Regulation O.Reg, 191/11) produced pursuant to the agreement be in conformity with World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and be provided in accessible Word, Excel, PowerPoint, PDF, or other applicable format

Third party contractors who deal with the public or other third parties on behalf of PPH and HKPR, as well as contractors who participate in developing PPH and HKPR policies, practices, or procedures governing the provision of goods and services to members of the public or other third parties, must comply with the Accessibility for Ontarians With Disabilities Act, 2005 (AODA), in particular the Accessibility Standards for Customer Service, O. Reg. 429/07, as well as the Integrated Accessibility Standards, O. Reg. 191/11.

In accordance with the requirements of section 6 of the Accessibility Standards for Customer Service and section 7 of the Integrated Accessibility Standard, contractors shall ensure that all of their employees, agents, volunteers or others for whom they are responsible receive training about the provision of goods and services provided to peoples with disabilities. The training should include a review of the purposes of the AODA and the requirements of the Customer Service Regulation, as well as instruction regarding all matters set out in section 6 of the Customer Service Regulation, the requirements of the accessibility standards referred to in the Integrated Regulation and on the Human Rights Code as it pertains to persons with disabilities.

VII. CONFIDENTIALITY

Confidentiality of records and information relating to this work must be maintained at all times. The Proponent acknowledges that prior to the Closing Time it may be required to enter into a Confidentiality Agreement with PPH and HKPR in order to obtain access to confidential materials, if permitted by PPH and HKPR, relevant to preparing a proposal.

All correspondence, documentation and information provided by PPH and HKPR staff to any Proponent in connection with or arising out of this Request for Proposal (RFP) or the acceptance of any Proposal:

- remains the property of PPH and HKPR;

- must be treated as confidential;
- must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent contract.

VIII. CONFLICT OF INTEREST STATEMENT

In its Proposal, the Proponent must disclose to PPH and HKPR any potential conflict of interest that might compromise the performance of the work by completing Appendix A. If such a conflict of interest does exist, PPH and HKPR may, at its discretion, refuse to consider the Proposal. The Proponent must also disclose whether it is aware of any PPH and HKPR employee, Board of Health member or member of a PPH and HKPR agency, board or commission or employee thereof having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Agreement, PPH and HKPR may, at its discretion, refuse to consider the Proposal or withhold the awarding of any Contract to the Proponent until the matter is resolved to PPH/HKPR's sole satisfaction.

If, during the Proposal evaluation process or the negotiation of the Agreement, the Proponent is retained by another client giving rise to a potential conflict of interest, then the Proponent will so inform PPH and HKPR. If PPH and HKPR request, then the Proponent will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest concerned.

IX. NO LOBBYING

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 PPH and HKPR, including members of the evaluation committee and any elected officials of PPH and HKPR, or with the media, may result in disqualification of the Proponent.

X. NO COLLUSION

Each Proponent shall attest that its participation in the RFP process is conducted without any collusion or fraud. If PPH and HKPR discover there has been a breach of this requirement at any time, PPH and HKPR reserve the right to disqualify the Proposal or terminate any ensuing Contract.

XI. PPH AND HKPR's RIGHT TO ACCEPT OR REFUSE

PPH and HKPR reserve the right to reject any or all Proposals, including without limitation the lowest Proposal, and to award the Contract to whomever PPH and HKPR in their sole and absolute discretion deems appropriate.

Should PPH and HKPR not receive any proposal satisfactory to PPH and HKPR in their sole and absolute discretion, PPH and HKPR reserve the right to re-advertise the Request for Proposal or negotiate a contract for the whole or any part of the project/program with any one or more persons whatsoever, including one or more of the Proponents.

XII. INDEMINIFICATION

The Proponent shall defend, indemnify and save harmless PPH, HKPR, their board members, officers, employees and agents 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, 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 Proponent, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this

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

XIII. LIABILITY FOR ERRORS

While PPH and HKPR have used considerable efforts to ensure the 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 PPH and HKPR, 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.

XIV. INTELLECTUAL PROPERTY INFRINGEMENT AND ROYALTIES

The Proponent represents and warrants that, to the best of its knowledge, neither it nor PPH and HKPR will infringe any third party's intellectual property rights (including patent, copyright or industrial design) as a result of the performance of the Contract or through the use of any work delivered by the Proponent in connection with the Contract (the "Work"), and the Proponent shall, at its own expense, defend any suit that may arise in respect thereto and hold harmless and indemnify PPH and HKPR against all claims, demands, costs, charges and expenses arising from or incurred by any such infringement.

If anyone makes a claim against PPH and HKPR or the Proponent concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against PPH and HKPR, the Proponent agrees to participate fully in the defense and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable because of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.

The Proponent has no obligation regarding claims that were only made because:

- PPH and HKPR modified the Work or part of the Work without the Proponent's consent or used the Work or part of the Work without following a requirement of the Contract; or
- PPH and HKPR used the Work or part of the Work with a product that the Proponent did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
- the Proponent used equipment, drawings, specifications or other information supplied to the Proponent by PPH and HKPR (or by someone authorized by PPH and HKPR); or
- The Proponent used a specific item of equipment or software that it obtained because of specific instructions from PPH and HKPR; however, this exception only applies if the Proponent has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by PPH and HKPR. If a third party claims that equipment or software supplied under this contract infringes any intellectual

property right, [Supplier name], if requested to do so by either [Proponent name] or PPH and HKPR, will defend both [Proponent name] and PPH and HKPR against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Proponent's responsibility and, if the Proponent does not do so, the Proponent will be responsible to PPH and HKPR for the claim.

If anyone claims that, because of the Work, the Proponent or PPH and HKPR is infringing its intellectual property rights, the Proponent must immediately do one of the following:

- take whatever steps are necessary to allow PPH and HKPR to continue to use the allegedly infringing part of the Work; or
- modify or replace the Work to avoid intellectual property infringement while ensuring that the Work continues to meet all the requirements of the Contract; or
- take back the Work and refund any part of the Contract Price that PPH and HKPR have already paid for the Work.

XV. NO ADJUSTMENTS TO PROPOSALS

No unilateral adjustments by Proponents to submitted Proposals will be permitted. Proponents may withdraw their Proposal prior to the closing date and time by notifying PPH and HKPR in writing. Proponents who have withdrawn a Proposal may submit a new Proposal which must be received by PPH and HKPR under the same terms as outlined in this document. After the closing date and time, the Proposal is binding on the Proponent. If PPH and HKPR require clarification of a Proponent's Proposal, that Proponent will provide a written response to a request for clarification, which shall then form part of the Proponent's Proposal.

XVI. PROPOSAL DOCUMENTS AND SITE EXAMINATION

All Proponents, before submission of their Proposal, shall have thoroughly examined all Proposal Documents, as well as the site(s) of the proposed Work (if applicable), in order to inform themselves of the conditions attending to the execution of the Work. Where applicable, the site information will be made available to all Proponents during the bidding period for review. If a Proponent finds discrepancies in, or omissions from, the Proposal Documents, or if in doubt as to the meaning, the Proponent shall notify PPH/HKPR. If required, an addendum will be issued for clarification.

XVII. ADDENDUM

An addendum, should one be necessary, will be issued to all Proponents that expressed intent to respond, or in the case of a mandatory site meeting those Proponents that registered at the mandatory meeting. The PPH and HKPR reserve the right to revise this RFP up to the Proposal Closing Date and Closing Time. Any revisions shall be included in Addenda to the RFP distributed to all Proponents. When an Addendum is issued the date for submitting Proposals may be changed by PPH and HKPR if, in its opinion, more time is necessary to enable Proponents to revise their Proposals. The Addendum shall state any changes to the Proposal Closing Date and Closing Time, all terms and conditions, which are not modified shall remain unchanged. All Proponents must acknowledge receipt of RFP documents and all Addenda in their Proposal.

XVIII. PERIOD OF VALIDITY OF PROPOSALS AND AGREEMENT

Unless otherwise specified, all Proposals submitted shall be irrevocable for thirty (30) calendar days following the closing date.

XIX. CONTRACTOR/CONSULTANT/SERVICE PROVIDER PERFORMANCE EVALUATION

The PPH and HKPR, at any time during and/or after the completion of the Contract, may conduct a formal evaluation of the Proponent's performance using a performance evaluation form as established by PPH and HKPR. The results of the formal evaluation process shall be provided to the Proponent.

XX. RESOURCE COMMITMENTS

The successful Proponent must make available the appropriately skilled workers, consultants or subcontractors, as appropriate, and must be able to provide the necessary materials, tools, machinery, supplies, etc., to carry out the Project. These resources must be available on a dedicated basis, as required, to carry out the Project with due care, skill and efficiency. The selected Proponent will ensure that staff assigned to work on this Project have the necessary education, licenses and certifications where necessary. The selected Proponent will also ensure that the items addressed in these Terms of Reference are completed or addressed to the satisfaction of PPH/HKPR.

XXI. NO ASSIGNMENT

The successful Proponent shall not assign any part of the project which may be awarded to it under the Contract without the prior written consent of PPH and HKPR, which consent shall not be unreasonably withheld. However, such written consent shall not under any circumstances relieve the successful Proponent of its liability and obligations under this RFP and the Contract.

XXII. SUBCONTRACTORS

Unless the RFP states otherwise, PPH and HKPR will accept Proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the Proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. PPH and HKPR will enter into a Contract with the Proponent only. The evaluation of the Proponent will include an evaluation of the resources and experience of proposed sub- contractors, if applicable.

All subcontractors, including affiliates of the Proponent, should be clearly identified in the proposal.

A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests, may, in PPH/HKPR'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 the firm or individual in the preparation of the RFP or a relationship with any employee, contractor or representative of PPH and HKPR involved in the preparation of the RFP, participating in the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Proponent should consult with the RFP Contact prior to submitting a proposal. 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.

XXIII. NEGOTIATIONS

The PPH and HKPR may award a contract on the basis of initial Proposals received, without further discussions. Therefore, each Proposal should contain the Proponent's

best terms and information, including all required documentation, as listed in the RFP. The PPH and HKPR reserve the right to enter into discussion/negotiations with the selected Proponent. If PPH and HKPR and the selected Proponent cannot negotiate a satisfactory Contract, PPH and HKPR may, at its sole discretion, terminate negotiations and begin negotiations with the next selected Proponent and continue with the process until a satisfactory Contract is negotiated. No Proponent shall have any rights against PPH and HKPR arising from such negotiations.

XXIV. LEGISLATIVE AND LEGAL REQUIREMENTS

All Proponents shall comply with all legislation and regulations, which are or may become, applicable to the services provided.

XXV. PRICES

Prices quoted are to be in Canadian funds and are to remain firm and irrevocable, and open for acceptance by PPH and HKPR for a period of thirty (30) calendar days after the official Closing Time indicated in this RFP.

XXVI. HARMONIZED SALES TAX (HST)

The Proponent shall show separately, in the total Proposal pricing, all applicable HST.

XXVII. CONTRACT

By submitting a proposal, the Proponent agrees that should its proposal be successful, the Proponent will enter into a Contract with PPH and HKPR on substantially the same terms and conditions set out in this RFP and such other terms and conditions to be finalized to the satisfaction of PPH/HKPR, if applicable.

Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

XXVIII. CONTRACT FINALIZATION DELAY

If a written Contract cannot be finalized with provisions satisfactory to PPH and HKPR within thirty (30) days of notification of the successful Proponent, PPH and HKPR may, at its sole discretion at any time thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

XXIX. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB) CERTIFICATE

Prior to the commencement of the Work, a Certificate of Clearance from the Workplace Safety and Insurance Board (WSIB), shall be provided indicating that all payments by the Proponent to the Board have been made. All of the Proponent's personnel must be covered by WSIB, at the Proponent's expense.

XXX. INSURANCE

Without restricting the generality of Indemnification, the successful Proponent is required to maintain the following insurance coverage for the entire term of the Contract and any subsequent maintenance period. The Proponent may be required to provide PPH and HKPR with proof of insurance in a form of a Certificate of Insurance, or, if required by PPH/HKPR, a copy of the policy.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way, nor cancelled by the Proponent until sixty 60 days after written notice by registered mail of such change or cancellations has been delivered to PPH and HKPR.

There are to be no lapses in insurance at any time during the Contract. Failure of the Proponent to keep/maintain its Certificate of Insurance current will result in the Contract being terminated.

a) General Liability Insurance

The Service Provider shall, at their expense, obtain and keep in force during the term of the Agreement, Commercial General Liability Insurance satisfactory to PPH and HKPR and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- A limit of liability of not less than \$2,000,000
- Add PPH and HKPR, as additional insured with respect to the operations of the Named Insured
- The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
- Products and completed operations coverage
- Broad Form Property Damage
- Contractual Liability
- Owners and Contractors Protective

The policy shall provide 30 days prior notice of cancellation

b) Technology Errors and Omissions Insurance and Network Security

Coverage shall be purchased in an amount not less than \$5,000,000, and coverage shall be underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall include coverage for claims resulting from network risks such as data breaches, unauthorized access and theft of confidential information, invasion of privacy, destruction, alteration or damage to electronic information, intellectual property infringement such as copyright, trademarks, service marks and trade dress.

c) Automobile Liability Insurance

The Proponent shall maintain automobile liability insurance on their owned and leased automobiles to a limit of \$2,000,000 throughout the term of this Contract.

d) Professional Liability Insurance

The Proponent shall maintain professional liability insurance in an amount of not less than \$2,000,000, for acts, errors, and omissions arising from their professional services performed under this contract.

e) Primary Coverage

The Proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to them.

f) Certificate of Insurance

The proponent shall provide a Certificate of Insurance evidencing coverage if requested by PPH and HKPR.

SECTION THREE: INSTRUCTIONS TO PROPONENTS

I. GENERAL REQUIREMENTS

The Proposal shall consist of the following:

- A signed copy of the Proposal Submission Form, Declaration of Disclosure Form, Conflict of Interest and Statement of Full Disclosure.
- Proposals are limited to 10 pages, excluding forms, schedules, Proposal Submission Form, Declaration of Disclosure Form, addendums, and appendices.
- A clear and concise understanding of the requirements.
- An outline of the services to be provided.
- Scope of work and a detailed timeline to meet the requirements.
- (If applicable) A list of proposed team members, their respective roles, and a detailed breakdown of time allocated to each member.
- Identify the Account Manager you propose to oversee the services/products provided to PPH and HKPR, including the qualifications of the assigned Account Manager in leading successful service delivery and client experience.
- Provide a list of relevant experience, particularly in the provision of similar services or products. Please include a list of three (3) references, including contact names, email addresses and phone numbers.
- Background and competencies in the services/products required.
- Experience in similar services/products/projects.
- Fee schedule.
- Any value-added services or other benefits or advantages that will be afforded.
- No company brochures are to be submitted.
- Resumes may be referred to in an appendix.

II. SUBMISSION DEADLINE

Submit an electronic copy of the Proposal and any other documentation, as specified, to abeaulac@hkpr.on.ca

Proposals will not be considered unless:

- received by the submission date and time specified;
- received at the email addresses specified; and
- Contains the signed **Proposal Submission Form and Declaration of Disclosure Form** signed by an officer with authority to bind the Company.

Each Proponent, by submitting a signed Proposal, acknowledges that the Proponent has read, completely understands and accepts the terms and conditions of this RFP in full.

III. SCHEDULE OF EVENTS

The following is a schedule that will apply to this RFP but may change in accordance with PPH and HKPR’s needs or unforeseen circumstances.

RFP Release date	July 9, 2024
Intent to Submit Form due	July 10, 2024, 4 p.m. EST
Written questions due	July 16, 2024, 9 a.m. EST
Addendum issued to address questions received	July 19, 2024, 4 p.m. EST
Proposal submission date	July 22, 2024, 9 a.m. EST
Possible interview date	July 30, 2024 – August 2, 2024. EST
Project awarded	Week of August 5, 2024. EST

IV. COMMUNICATION

The Proponent is requested to identify one senior individual by name, address, and telephone number who will act as the Proponent’s primary contact with PPH and HKPR with regard to this project. It is the Proponent’s responsibility to understand all aspects of the RFP and to obtain clarification if necessary before submitting their Proposal.

V. INQUIRIES

All inquiries, questions and requests for clarification related to this RFP are to be directed in writing by July 16, 2024, by 9 a.m. EST to abeaulac@hkpr.on.ca with the Procurement number clearly marked in the subject line.

SECTION FOUR: SCOPE OF WORK AND REQUIREMENTS

This RFP document is not intended to limit Proponents' submissions, but rather to provide a framework for PPH and HKPR to evaluate each and determine which submission most closely addresses our needs. Proponents are encouraged to provide any additional information or innovative approaches not specifically outlined in this Proposal. Proponents will provide any reasonable, additional information upon request by PPH and HKPR.

Proposals are requested for the design and development of brand identity and guidelines for the health unit because of the merger PPH and HKPR.

I. SCOPE OF WORK

Scope of services that are subject to this merger would broadly include:

a) Brand Development Research

- Engage with Board of Health, employees, partners and external organizations, including Indigenous-led organizations and Indigenous leadership, in the branding process.
- Employ creative means of public involvement to ensure multiple segments of the community are aware of and involved in the project. Public participation in both the research and development phases of this project are considered of high importance.
- Understand the current core values of the two health units and facilitate a process of staff, management and Board of Health input to determine the brand Identity of the merged health unit. This includes designing a brand identity based on the following:
 - Organizational mission, vision and values
 - Board of Health and leadership vision
 - Market research
 - Programs and services of the merged health unit
 - Sentiments of staff and management
- The resulting brand identity should include a brand identity statement (which will guide the health unit's marketing and communications strategy), and visual identity (logo, visual themes, and tagline, if needed).

b) Creative Development of Brand and Organizational Name

- Define the brand essence, character, brand promise, key brand messages, core values, audience perceptions, and competitive position as determined through the research process.
- The consultant will develop a minimum of three distinct creative options for the naming of the merged health unit based on the results of the brand research. The selected name, which will be vetted by the management, will be delivered along with the creative elements and included in the style manual and guidelines.
- Develop a visual brand identity that includes design concepts, logos, typography, colour palettes to support the overall brand identity. The visual brand identity will be delivered with a style manual and guidelines for use which will include core brand applications such as signage, stationery, and additional templates.
- Visual design recommendations for the recently launched website and other existing assets including social media channels to ensure it is in line with the overall brand.
- The consultant will develop creative elements that may include design concepts, messages, taglines, slogans, mottos so support the overall brand initiative. **A minimum of three distinct creative options must be presented based on the results of the research.** The selected design, which will be vetted by the management, will be delivered with a style manual and guidelines for use and the capability of use in the following:
 - Print and electronic advertising
 - Website design
 - Media placement
 - Public relations
 - Outdoor signage and brand recognition

All outputs will be in accordance with the Information and communication Standard of the Accessibility for Ontarians with Disabilities Act (AODA).

c) Creative Development of Mission, Vision and Values Statements

As part of the merger process for the health unit, a new Strategic Plan will be developed for the organization to identify strategic issues facing the Health Unit for the next 3-5 years in order to help set priorities for programs and services.

As part of the *Brand Development Research* the consultant will develop a minimum of three distinct creative options for the Mission, Vision and Values Statements of the merged health unit, including:

- Reviewing of the current Mission, Vision, and Organizational Values of both organizations with a Think Tank consisting of key stakeholders, writing draft new statements, if required, and obtaining feedback from employees on revisions.
- The Mission, Vision and Value statements must be memorable, easily articulated and marketable.
- The Value statements must clearly support the mission and vision statements.
- Each statement and value must have an explanation of how the statement was developed, the strength and weaknesses of each statement, and recommendations for how these can be positioned in the public health sphere.

Proponents' responses to this section should detail your approach to mission, vision, and values development processes. They should include descriptions of how:

- Stakeholders will be engaged
- Stakeholder support will be gained

The selected Mission, Vision and Values statements, will be vetted by the newly formed Board of Health and Senior Leadership Team, along with identified key employee stakeholder groups. They will also be delivered along with the creative brand elements and included in the style manual and guidelines.

d) Implementation of Brand

- Incorporate brand identity into different stationary including, but not limited to, business cards, signage, letterhead, MS Word document and MS PowerPoint template.
- Develop a corporate brand identity standards document.

SECTION FIVE: EVALUATION CRITERIA

I. EVALUATION/SELECTION PROCESS

Received Proposals will be opened shortly after the official Closing Time. An Evaluation Committee comprised of PPH and HKPR representatives will review and evaluate all submissions.

Proponents may be requested to provide additional information and/or clarify their submission.

The committee may create a short list of the highest-scoring Proponents and invite those Proponents to an interview.

II. MANDATORY CRITERIA

The following are mandatory criteria for services required under this RFP. Proposals that do not meet the mandatory requirements will be rejected without further consideration.

- The Proposal must be received at the email address by the specified closing date and time
- The Proposal must be in English

III. EVALUATION/SELECTION CRITERIA

Proposals meeting all the mandatory criteria will be further assessed against the evaluation criteria. Each response to this Request for Proposal will be evaluated by a committee to determine the degree to which it responds to the requirements as set out and based on its demonstrated competence, compliance, format and organization.

Because this is a Request for Proposal, other factors in addition to price will be considered when submissions are evaluated. The evaluation criteria are as follows:

	CRITERIA	SUMMARY (considerations may include and are not limited to the following)	MAX SCORE
1	Proposals fit to requirements	<ul style="list-style-type: none"> • Clarity and readability of written proposal • Addressing the specified requirements • Exclusions 	15%
2	Qualifications & Experience	<ul style="list-style-type: none"> • Team composition and estimate time allotted on the project for each team member. • Experience in marketing and communications in the relevant areas (e.g., non-profit, government, health, or health promotion) • Experience in designing branding strategies • Experience in designing AODA compliant branding materials • Experience in public health related content marketing is an asset • Demonstrated to consult with and synthesize inputs from key partners such as management team, board members, communication services team, and staff to produce project deliverables that reflect their inputs • Excellence in project management and managing client relationships 	30%
3	Schedule to complete the project - Project management plan and methodology	<ul style="list-style-type: none"> • Management structure within Proponents organization/project team • Proposed communication methods between Proponent team and the Committee. • Quality Assurance standards and practices 	25%
4	Fee Proposal	<ul style="list-style-type: none"> • Cost breakdown of specified requirements • Stated price • Cost and time effectiveness 	30%
	Evaluation Subtotal		100

Criteria which may be used by PPH and HKPR in evaluating proposals and awarding the Contract are in the sole and absolute discretion and, without limiting the generality of the foregoing, may include one or more of price; total cost; reputation; claims history of the Proponent; qualifications and experience of the Proponent and its personnel; quality of services and personnel proposed by the Proponent; the ability of the Proponent to ensure continuous availability of qualified and experienced personnel; the project schedule and plan; the proposed labour and equipment; and the proposed supervisory staff.

PPH and HKPR reserve the right to shortlist Proponents to a number of the top-scoring Proponents. These short-listed Proponents must be prepared to: answer questions on their Proposal submission; clarify their Proposal, including a written response to a request for clarification, which shall then form part of the Proponent's Proposal; cooperate with PPH and HKPR with respect to the interview scheduling if required; and any other requirements as requested by PPH/HKPR. The lowest cost Proposal will not necessarily be accepted.

IV. GUIDELINES

Criteria #1 – Proposal fit to requirements

The proposal should be clear and readable. Information should be easy to find and should be in the order presented hereunder. The Proposal should address the specified requirements and should state when certain requirements are not met by the response.

Criteria #2 –Qualification and Experience (Team composition)

- **Sector Specific Experience:** The proposal should clearly state the Proponent firm's overall experience in the field of expertise required by the scope of work. The Proposal shall include at least three (3) examples of recent projects. Proponents must be able to demonstrate that the firm has an in-depth knowledge of the scope of this assignment. The purpose of this information is to demonstrate the Proponent's experience and ability to complete similar projects, develop creative solutions, resolve complex issues and communicate effectively with various parties and audiences.
- **Experience of Project Lead with projects of similar scope and size:** The Proposal shall include a summary of the relevant experience as it relates to their role in this assignment. A brief description (years in business, services provided, number of employees, etc.). Additionally, the Proposal shall include a brief description of

each of the member firms (if any), their role in this undertaking and the office from which their work will be conducted. A summary table format is acceptable.

- Key Team Members appropriate skills and education: The Proposal shall include an appendix detailing their experience, skills and education in relation to this assignment.

Criteria #3 – Schedule to complete the project (Project Management Methodology)

- Acceptable Proposed Schedule and Work-plan: Proponents shall provide a work plan with which clearly outlines milestones and timelines to demonstrate how the work will progress to the desired completion date. Proponents must present a realistic timeline of the proposed Project schedule. The schedule shall reflect the tasks in the work plan and will be updated on a monthly basis to reflect project progress and shall be submitted to the PPH/HKPR Project Management Team with the contractor's status report.
- Value added propositions and recommendations: Proponents shall demonstrate an innovative approach to the completion of the assignment, utilizing all potential resources available to them.
- Attention to Relevant Challenges: Proponents shall describe and attempt to address any challenges to the assignment which they have identified but may not be spoken to in the Request.
- Management Structure: the Proposal shall include an organizational chart indicating a clear reporting structure and escalation methodology.
- Quality Assurance Standards: If available, a description of Proponents Quality Assurance methods and practices should be included.
- Approach: Proponents shall provide the high-level approach that will be taken to accomplish the Services related to this RFP document, as well as an indication of possible risks, challenges, and solutions not directly referenced in the Request for Proposals while keeping the below in focus:
 - The contractor shall designate in their proposal, a project manager. All coordination for services with the Health Unit project leads and the Proponent shall be the responsibility of the project manager. The project manager shall ensure that any substitutions in proponent team personnel are approved by PPH/HKPR project management team.
 - Report to PPH/HKPR through a review process and meetings at various stages of the work program. The work progress shall be measured against a defined budget and work schedule.
 - PPH and HKPR recognize that project management is an essential part of this project, therefore a written weekly progress report is required to be

submitted and consist of the actual schedule achieved overlaid on the original base schedule submitted by the Proponent at the start up meeting. For instances where the schedule has not been achieved a brief written explanation as to why shall be included. The progress report can be submitted as an attachment to an electronic e-mail.

- Meet; liaise with regulatory bodies, utilities, stakeholder groups, other levels of government, as required.
- Provide copies to PPH/HKPR of all correspondence related to the project including agreements reached.

Criteria #4 – Fee Proposal (Cost and Time Effectiveness)

The proposal shall indicate what and how much internal resources the Proponent will require from PPH and HKPR.

Respondents shall also include a description of how they intend to address the functional areas listed in their proposal along with the proposed total cost for the services and solutions outlined. Please provide a detailed breakdown listing the costs. Any additional costs, not considered as a requirement shall also be listed separately in the Proposal.

Criteria #5 – Presentation

Based upon completion of the evaluations, the Evaluation Committee may require a presentation from any Proponents prior to award, in which case, the presentation would form part of the final evaluation. All such presentations will be at the Proponent's expense. Any additional information may in no way materially alter or add to the submission originally proposed.

APPENDIX A

CONFLICT OF INTEREST AND STATEMENT OF FULL DISCLOSURE

Conflict of Interest

We ask that all Proponents disclose any financial transactions, activities or relationships that may be viewed as a potential conflict of interest. If the information has been previously disclosed, an update should be provided if changes or new activities are initiated and should be disclosed throughout the project.

NOTED RELATIONSHIP TO PPH/HKPR:

Non-compliance or failure to review all transactions may lead to the suspension of future business relations.

PRINTED NAME OF PROPONENT

PRINTED NAME OF AUTHORIZED REPRESENTATIVE POSITION

SIGNATURE

DATE

Please mark "N/A", if this form is not applicable to you. Please include this page in your RFP response.

APPENDIX B

INTENT TO SUBMIT FORM

RFP Name: Amalgamation Brand Identity, Naming and Guidelines

Please review the Request for Proposal (RFP). Complete the information requested below and email this page to the procurement representative identified on Section Three - V INQUIRIES by the deadline to submit the Intent to Submit Form.

Primary Proponent Contact:

Proponent RFP Contact Name:	
Title:	
Email Address:	
Phone Number:	

Legal Name of Proponent

Authorized Signature

Date

Name (Print)

Title