



**May 25, 2022**

**REQUEST FOR PROPOSAL**

**Ontario Association of Public Health Nursing Leaders  
Strategic Direction**

Ontario Association of Public Health Nursing Leaders  
Request for Proposal: Strategic Direction

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## Ontario Association of Public Health Nursing Leaders Request for Proposal: Strategic Direction

### PURPOSE

The Ontario Association of Public Health Nursing Leaders (hereinafter referred to as OPHNL) is seeking competitive proposals (RFP)

### BACKGROUND

OPHNL members are public health nurses employed at the management level across Ontario. Formed in 2015, the association is the combined voice for two original groups: (a) the Association of Nursing Directors, Supervisors of Official Health Agencies, and (2) the Chief Nursing Officers Group.

The work of OPHNL has been on hold for the past two years while public health nursing leaders have focused on the public health response to the COVID-19 pandemic. As we enter a transition phase of the pandemic, there is a desire by OPHNL Executive to refocus and recommit to the work of OPHNL.

This project will be to reaffirm the vision and mission; and refresh and renew the association's priorities and strategic plan. The world has been changed by the pandemic and we are moving forward into an uncertain future. The priorities and strategic plan of OPHNL will need to be relevant to this new context and position the association as providing a unique voice into what public health nursing leaders see as the future of public health and public health nursing.

NOTE: Two separate projects are currently planned/underway and are linked to but out of scope for this project. These projects include: (a) OPHNL Website Redevelopment, and (b) Recovery and Reimagining Public Health with Nursing Leaders.

### RFP SCHEDULE

The following is a tentative schedule to assist Proponents:

Evaluation of Proposals	Date: July 5, 2022
Award of Proposal by OPHNL	Date: July 6, 2022

### SUBMISSION INSTRUCTIONS

#### *Closing Date and Time*

- a) Proposals are required to submit one (1) signed RFP by email to [marie.wright@york.ca](mailto:marie.wright@york.ca) (Treasurer of OPHNL) **before 12:00 noon, local time, June 28, 2022**. Failure to submit a completed Form of Proposal (page 12 and 13) will result in your proposal being rejected.

#### *Late Submissions*

Proposals received by OPHNL later than the specified closing time will be returned, unopened,

to the Proponent.

### **Questions/Inquiries**

- a) Inquiries regarding this RFP are to be directed to David Groulx, President OPHNL at 705-522-9200 ext. 345 or email to [groulxd@phsd.ca](mailto:groulxd@phsd.ca)
- b) OPHNL has made every effort to include enough information within this proposal request for a vendor to prepare a responsive proposal. OPHNL encourages vendors to submit the most comprehensive and competitive proposal possible. All clarification requests are to be sent in writing or via e-mail to the individual mentioned above. No clarification requests will be accepted by telephone. Responses to clarification requests will be provided to all Proponents in writing.
- c) All changes to or clarifications of the terms, conditions or specifications required before proposal closing will be issued by the Executive Committee of OPHNL in the form of a written Addendum. If Addenda are issued, their receipt must be acknowledged by the Proponent in the appropriate section of the Form of Proposal. OPHNL will assume no responsibility for oral instruction or suggestions. **FAILURE TO ACKNOWLEDGE RECEIPT OF ALL ADDENDA ON THE FORM OF PROPOSAL WILL RESULT IN YOUR BID BEING REJECTED.**
- d) Each Proponent must review all proposal documents and promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency, or omission contained therein. Any such request must be submitted to OPHNL in writing, prior to June 23, 2022 at 12:00 noon.
- e) Where a request results in a change or a clarification to the proposal, OPHNL will prepare and issue an Addendum to this proposal as stated in 4.4c.

### **Rights Reserved by OPHNL**

- a) OPHNL is not liable for any costs incurred by the Proponent in the preparation of their response to the RFP or selection interviews, if required. Furthermore, OPHNL shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of the acceptance, or non-acceptance by OPHNL of any proposal, or by reason of any delay in the award of the proposal.

OPHNL has used all reasonable efforts in compiling the RFP. However, it will not be liable to respondents or any third party for any inaccuracy or omission in the RFP or any additional information OPHNL may provide as part of the tender process.

- b) The lowest proposal will not necessarily be accepted. OPHNL reserves the right to accept/reject any or all proposals and/or reissue the RFP in its original or revised form.
- c) OPHNL reserves the right to request specific requirements not adequately covered in their initial submission and clarify information contained in the RFP.
- d) OPHNL reserves the right to modify any and all requirements stated in the RFP at any time prior to the possible awarding of a contract.
- e) OPHNL reserves the right to cancel this RFP at any time, without penalty or cost to OPHNL. This RFP should not be considered a commitment by the OPHNL to enter into any contract.

- f) In the event of any disagreement between OPHNL and respondent regarding the interpretation of the provisions of the RFP, the Executive Committee of OPHNL shall make the final determination as to interpretation.
- g) Any reports, maps and records generated by the contractor under this program become the property of OPHNL.

### ***Treatment of Information***

- a) The information submitted in response to this RFP will be used solely for the purposes stated in this request.
- b) The Proponent does, by the submission of a proposal, accept that the information contained in it will be treated in accordance with the process set out in this section of the RFP.
- c) The proponent acknowledges that they may have access to and be entrusted with confidential or sensitive information in the course of providing services under the RFP and when responding to this RFP. The proponents covenant and agree with OPHNL that during the currency of the services or any time thereafter, they shall not disclose any confidential information of OPHNL to any other person, firm, body corporate or other entity, nor will they use same for any purpose other than the purpose of rendering the services under this RFP.

### **REQUIREMENTS AT TIME OF EXECUTION**

Subject to an award of the proposal, the selected Proponent is required to submit the following documentation in a form satisfactory to OPHNL for execution within ten (10) working days after being notified to do so in writing:

- 1. Insurance Documents
- 2. Clearance Certificate from the Workplace Safety and Insurance Board

In the event of default, OPHNL reserves the right to accept any other bid, advertise for new proposals or carry out the work in any way as OPHNL may, at its sole discretion, deem best.

### ***Insurance***

#### **Insurance and Indemnification:**

The selected Proponent shall at its own expense obtain and maintain until the termination of the contract, and provide the OPHNL with evidence of:

- a) Comprehensive general liability insurance on an occurrence basis for an amount not less than two million (\$2,000,000) dollars and shall include OPHNL as an additional insured with respect to the selected bidders operations, acts and omissions relating to its obligations under this Agreement, such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, owners' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses.
- b) The selected Proponent shall not commence work until such time as satisfactory evidence of insurance has been filed with and approved by the Executive Committee of OPHNL. The selected Proponent shall further provide that evidence of the continuance of said insurance is filed at each policy renewal date of the duration of the contract.

- c) The selected Proponent shall indemnify and hold OPHNL harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any acts or omissions either in negligence or nuisance whether willful or otherwise by the Proponent, its agents, officers, employees or other persons for whom the Proponent is legally responsible.
- d) The selected proponent shall not commence work until satisfactory evidence of insurance has been filed with and approved by OPHNL. Prior to the effective date of this Agreement and thereafter on renewal date of the insurance, the Consultant shall further provide that evidence of the continuation of said insurance is filed at each policy renewal date for the duration of the contract. OPHNL reserves the right to request such higher limits of insurance or other types of insurance as it may reasonable require from time to time; failure to procure and maintain said insurance shall constitute a default under this agreement.
- e) The selected Proponent shall carry environmental impairment liability insurance covering the work and services described in this Agreement including coverage for loss or claims arising from contamination to third party property or bodily injury during transit. Such policy shall provide coverage for an amount not less than two million (\$2,000,000.) dollars with a deductible no greater than ten thousand (\$10,000.00) dollars per occurrence. This shall remain in force for twelve (12) months following completion of work.

#### **Workplace Safety & Insurance Board**

- a) The selected Proponent shall furnish a WSIB Clearance Certificate indicating their WSIB firm number, account number and that their account is in good standing. This form must be furnished prior to commencement of work and agrees to maintain their WSIB account in good standing throughout the contract period. A Clearance Certificate must be submitted with final invoice before payment is made.
- b) If the selected Proponent is a self – employed individual, partner or executive officer who does not pay WSIB premium and is recognized by WSIB as an ‘independent operator’ a letter from WSIB acknowledging independent contractor status and confirming that WSIB cover is not required must be provided to the OPHNL prior to commencement of work.

## **TERMS AND CONDITIONS**

### ***Contract Period***

A contract period will cover up until deliverables are met.

### ***Renewal***

- a) OPHNL at its absolute sole discretion has the option to renew the contract for an additional (1) year period.
- b) In determining whether to renew the contract, OPHNL will consider the following, but not limited to **price, service, products, funding**.

### ***Assignment***

Following award of the contract, the selected Proponent shall not, without written consent of the Executive Committee of OPHNL make any assignment or any subcontract for the execution of any service or product hereby proposed.

### ***Exclusion of Proponent in Litigation***

- a) OPHNL may, in its absolute discretion, reject a proposal submitted by a Proponent if the Proponent, or any officer or director of the Proponent is or has been engaged, either directly or indirectly through another corporation, in a legal action against OPHNL or its members in relation to any other contract or services.

***Exclusion of Proponent Due to Poor Performance***

- a) The Executive Committee of OPHNL shall document evidence and advise the OPHNL Executive Committee in writing where the performance of a supplier has been unsatisfactory in terms of failure to meet contract specifications, terms and conditions or for Health and Safety violations.
- b) The OPHNL Executive Committee may prohibit an unsatisfactory supplier from bidding on future contracts for a period of up to three (3) years.

**SCOPE OF WORK*****General requirements of the service provider***

This project will be to reaffirm the vision and mission; and refresh and renew the association's priorities and strategic plan. The world has been changed by the pandemic and we are moving forward into an uncertain future. The priorities and strategic plan of OPHNL will need to be relevant to this new context and position the association as providing a unique voice into what public health nursing leaders see as the future of public health and public health nursing.

NOTE: Two separate projects are currently planned/underway and are linked to but out of scope for this project. These projects include: (a) OPHNL Website Redevelopment, and (b) Recovery and Reimagining Public Health with Nursing Leaders.

***Specific requirements of the service provider***

Goal: To develop a 3-year strategic plan for OPHNL.

Objectives:

1. Work with OPHNL Executive Committee to reaffirm the mission and vision of OPHNL.
2. To develop a 3-year Strategic Plan including prioritized activities.

Expected Deliverables and Timelines:

1. Host discussions with OPHNL Executive Committee to discuss and confirm current vision and mission, and how the Association strategically moves forward in the new context.
2. Discussion guide to be developed based Recovery and Reimagining work (to be provided by OPHNL) and to include, but not limited to:
  - (a) what has public health leadership learned from the pandemic, and
  - (b) what do we recommend coming out of this significant public health emergency.
3. Updated 3-year strategic plan for OPHNL is developed with strategic priorities.

## WARRANTIES

The service provider hereby represents and warrants to and covenants with OPHNL as follows:

- a) The service provider has full power and authority to enter into this Agreement and to observe, perform and comply with the terms and conditions of this Agreement, and all necessary acts and procedures have been taken in order to authorise this Agreement;
- b) The service provider holds, or will hold, all permits, licenses, consents, intellectual property rights, registrations and authorities necessary to perform its obligations under this Agreement and the service provider shall comply with the terms and conditions of all such permits, licences, consents, intellectual property rights, registrations and authorities;
- c) The service provider shall comply with all applicable federal, provincial and municipal laws, rules, orders, regulations, and by-laws in respect of the performance of this Agreement;
- d) The service provider shall not, in the performance of this Agreement, infringe or violate any patent, copyright, trade secret, trade mark, industrial design, intellectual property right, or any other right of any person or entity; and
- e) The service provider is a corporation and is duly organised, registered, and validly existing under the laws of Ontario or Canada, and is qualified to do business wherever necessary to carry out the terms of this Agreement, and has not been dissolved or wound up.
- f) The successful Bidder has provided reasonable disclosure to OPHNL of all information required to evaluate its bid. There is no material information that has not been disclosed to OPHNL that would cause OPHNL to reject the bid.
- g) There are no claims, lawsuits or other actions against the successful Bidder that would materially impact its ability to perform the services under the RFP.
- h) The successful Bidder is a registrant for the purposes of the Excise Tax Act and will be registered with an HST number during the time it performs the services under this RFP.
- i) Equipment that will be used to provide the services under this RFP is fully equipped with all emergency and safety features as is required by law and such features are in good working order.
- j) All information provided by the Bidder in response to this RFP shall be true and correct in all material respects.

## SUBMISSIONS REQUIREMENTS

### *General*

- a) OPHNL is requesting proposals from firms who are both interested and capable of undertaking the project.
- b) The onus is on the Proponent to show their knowledge, understanding and capacity to conduct the work outlined in the RFP.



- c) The responses will be assessed according to how well they assure OPHNL's success in relation to the submission requirements. The detail and clarity of the written submission will be considered indicative of the Proponents expertise and competence.
- d) All information provided in response to this RFP must contain sufficient detail to support the services being proposed. **Incomplete submissions will not be considered.**
- e) All prices must be stated in **Canadian** funds. Prices must also be inclusive of customs, duty and freight.

### ***Specific Requirements***

Your proposal submission **MUST** follow the following format:

- a) Title page which will include the Proponent's legal name, address, telephone and fax numbers, e-mail address and name of primary contact and date.
- b) A least one (1) original signed "**Form of Proposal**" MUST be submitted with the proposal submission.
- c) Identification of the firm's experience in undertaking similar contracts or related functions, along with three references which are to include the name of the organization, the contact person, telephone number and address and value of the contract.
- d) Provide profiles of the key individuals who will be servicing OPHNL's account including background, education and experience.
- e) Provide confirmation of delivery time lines as established in the proposal. Any changes or revisions to the specification must be identified.
- f) Identify number of staff and estimated hours to complete the various aspects of the proposal.

## **EVALUATION CRITERIA**

### ***Evaluation Team***

Proposals will be evaluated by the OPHNL Executive Committee.

By responding to this RFP, Proponents acknowledge that the OPHNL Executive Committee is solely responsible for making the final decision.

### ***Evaluation Criteria***

All bids will be evaluated in their entirety. A comprehensive evaluation of each bid based on the requirements of this RFP will be completed to determine the successful Bidder. The order of the items listed in this Section should not be taken as an indication of the relative importance of any particular criteria in the evaluation process.

The evaluation criteria will be based on, but not limited to, the following:

Criteria	Description
Experience	Verifiable references for work done on similar projects, and in similar environments, will be evaluated.

Personnel and Qualifications	Proponents must identify the personnel that will work on the project. The qualifications and experience of these personnel are paramount, as is the commitment of the proponent to utilize the named personnel in the project. Substitutions may result in the revocation of any contract awarded.
Methodologies and Approaches	OPHNL will evaluate established methodologies, approaches and techniques. However, innovation is also encouraged. Proponents should demonstrate these established methodologies, approaches, techniques and innovative ideas.
Reasonableness of Costs	Costs will be evaluated not just on the lowest costs, but on the value of the proposed work to be done and the costs for this work. Proponents are therefore encouraged to submit detailed information on what work will be done and at what costs.
Delivery	It is imperative that the proposed work be done within reasonable timelines.
Reports	Proponents should demonstrate their abilities to complete formal reports, contract documents etc. OPHNL will evaluate content, form and ease of usefulness for OPHNL.
Products	Proponent's choice of materials to meet the requirements of the proposal.
Resources	Proponents staff resources (time and number of employees) as well as capital assets to complete the work. Identify resources required.
Value Added Benefits	Proponents should describe what sets them above other proponents; what value added services they provide that could distinguish them from other proponents.

### ***Selection Process***

- a) Receive written responses from Proponents
- b) Evaluate Proposals
- c) Agreement, Purchase Order or Contract Record in a form satisfactory to OPHNL

**FORM OF PROPOSAL****AN ORIGINAL SIGNED FORM OF PROPOSAL MUST BE INCLUDED IN YOUR SUBMISSION**

- 1-1 Please state terms of payment (Note: Early payment discounts will be considered in the award of the contract, and will apply **after** taxes):

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- 1-2 I/WE, the undersigned authorized signing officer of the Proponent, HEREBY DECLARE that no person, firm or corporation other than the one represented by the signature (or signatures) of proper officers as provided below, has any interest in this proposal.
- 1-3 I/WE further declare that all statements, schedules and other information provided in this proposal are true, complete and accurate in all respects to the best knowledge and belief of the Proponent.
- 1-4 I/WE further declare that this proposal is made without connection, knowledge, comparison of figures or arrangement with any other company, firm or persons making a proposal and is in all respects fair and without collusion for fraud.
- 1-5 I/WE further declare that the undersigned is empowered by the Proponent to negotiate all matters with the Executive Committee of OPHNL, relative to this proposal.
- 1-6 WE further declare that the agent listed below is hereby authorized by the Proponent to submit this proposal and is authorized to negotiate on behalf of the Proponent.
- 1-7 I/WE have received and allowed for Addenda numbered as follows: #\_\_\_\_\_ through to #\_\_\_\_\_. Failure to acknowledge all addenda will result in your proposal being rejected.

COMPANY NAME:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

CITY/PROVINCE:

\_\_\_\_\_

POSTAL CODE/ZIP CODE:

\_\_\_\_\_

AUTHORIZED  
SIGNATURE:

TITLE:

\_\_\_\_\_

NAME *(Please print or type)*:

\_\_\_\_\_

TELEPHONE NUMBER:

FAX NUMBER:

\_\_\_\_\_

HST REGISTRATION #:

\_\_\_\_\_

EMAIL ADDRESS:

\_\_\_\_\_

DATE OF TENDER:

\_\_\_\_\_