



County of Haliburton

P.O. Box 399 – 11 Newcastle Street, Minden,

Ontario K0M 2K0

STAFF REPORT

To: Warden and Members of Haliburton County Council
Prepared By: Michael Rutter, CAO
Re: Community Safety and Well Being Plan - Request for Proposal Approval
Date: September 23, 2020

Recommendation:

Be it resolved that Haliburton County Council receive the September 23, 2020 staff report - Community Safety and Well Being Plan - Request for Proposal Approval; and That the draft RFP be approved; and Finally, that staff be directed to release the Request for Proposal.

Background:

As directed by County Council, the Community Safety and Well Being Plan Steering Committee met on August 18, 2020 to review a draft request for proposal document. The Committee made some amendments to the proposed document, and asked that it be forwarded to County Council for approval.

Analysis:

N/A

Climate Change Considerations:

N/A

Financial Impact:

As outlined in previous reports.

Reviewed/Approved By:

Mike Rutter, CAO

Attachments:

[DRAFT - CSWB - RFP](#)



Request for Proposal
#2020
Community Safety and Well-Being Plan

County of Haliburton

Closing date and time:
TBD

Proposals Received by:

The County of Haliburton
Attn: Tanya Rosenberg, Payroll/Financial Analyst
11 Newcastle Street, P.O. Box 399
Minden, ON K0M 2K0
705-286-1333 ext. 250

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Statement of Requirement

The County of Haliburton on behalf of the Municipalities of Highlands East, Dysart et al; the Townships of Algonquin Highlands and Minden Hills, are working collaboratively to develop a Community Safety and Well-Being (CSWB) Plan for our communities.

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified proponents to develop a CSWB Plan for The County of Haliburton in accordance with the Police Services Act.

Once the CSWB Plan has been developed and presented for approval it will then be adopted by County Council and provided to the local Municipalities.

The Province of Ontario is taking a new integrated approach to community safety and well-being in order to proactively address crime and complex social issues. On 1 January 2019, new legislative amendments to the Police Services Act, 1990 came into force which mandates every municipality to prepare and adopt a CSWB Plan by 1 January 2021 by working in partnership with police services and other sectors, including health, mental health, education, community and social services, and children/youth services as they undertake the planning process.

Through the CSWB Plan, municipalities are required to identify their priority risks and implement evidence-based programs and strategies to address these risks before they become a crisis. CSWB Plans are to be drafted to address local priorities such as risk factors, vulnerable groups, and protective factors related to crime and complex social issues, and to identify existing service gaps and opportunities for leveraging/ strengthening existing programs. A joint CSWB Plan for all of the County of Haliburton will create a holistic approach to reducing harm and victimization for all members of the community and will decrease the upward trends in the demand for and cost of incident responses.

The goal of a CSWB Plan is to achieve a sustainable community where everyone is safe, has a sense of belonging, has access to services, and where individuals and families are able to meet their needs for education, health care, food, housing, income, and social and cultural expression. More information is available on the Government of Ontario's website: <https://www.mcscs.jus.gov.on.ca/english/Publications/MCSCSSSOPlanningFramework.html>

Schedule of Events

The events and dates listed below are usual events of the Proposal process. The schedule provided is for guidance only and The County of Haliburton reserve the unqualified right to issue an addendum to modify or eliminate any aspect of the schedule.

Event	Date
Final questions from Proponents	October 8, 2020
Closing Date and Time	October 15, 2020
Presentation to Steering Committee	To be determined
Evaluation Period	To be determined
RFP Award	
	November 25, 2020

Proposal Package Checklist

The following is a checklist of information to submit in the proposal package. Please read the document carefully to ensure a complete submission.

Items Required in Proposal Package	Checklist
Section 3 – Proposal Content and Organization – Review and submit all information required in Section 3.	
Section 5 – Scope of Work and Requirements	
Section 6 – Form of Proposal– complete section 6 and submit the original signed acknowledgement in the proposal package	

Definitions

1. **“Authorized Agent”** is a representative of the Proponent’s firm who has the authority, or appears to have the authority, to enter into a Contract on behalf of the Proponent.
2. **“Award”** is the acceptance of a proposal in accordance with this Request for proposal, as evidenced by The County of Haliburton written notification to the selected Proponent.
3. **“The Steering Committee”** means the representatives from The Corporation of the County of Haliburton, The Corporation of the Township of Minden Hills, The Corporation of The Municipality of Highlands East, The Township of Minden Hills and the Township of Algonquin Highlands and a representative from the local OPP Detachment.
4. **“Consultant”** means person who, by virtue of professional expertise of service is contracted by The County of Haliburton to undertake a specific task or assignment.
5. **“Contract”** means legal agreement to be entered into by the selected Proponent and The County of Haliburton.
6. **“Council”** means the elected representative of the people of the County of Haliburton, the Township of Minden Hills, and the Municipality of Highlands East, the Township of Algonquin Highlands and the Municipality of Dysart et al with respect to municipal administration.
7. **“May or Should”** used in this RFP document shall be permissive and discretionary but recommended.
8. **“Proponent”** Person who submits a proposal.
9. **“Proposal”** is a written offer, in a specified form, received from a Proponent in response to a Request for Proposal to provide goods and services based on the approved format of The County of Haliburton containing terms and conditions.
10. **“Proposal Package”** is the submitted package that includes the proposal and any documents requested for evaluation.
11. **“Request for Proposal (RFP)”** is a solicitation from The County of Haliburton to potential Firms to submit a proposal.
12. **“Shall or Will”** used in this RFP document is a mandatory requirement that if not met, will result in a Proponent’s disqualification.

Section 1 –Proposal Information and Instructions

This section of the Request for Proposal describes the process to submit a proposal. Please read all proposal sections carefully

1.1 Communications

All communication concerning this Request for Proposal shall be in writing and directed to:

County of Haliburton
Administration Office
Attn: Tanya Rosenberg, Payroll/Financial Analyst
P.O. Box 399
11 Newcastle Street
Minden, Ontario K0M 2K0

No person other than the above named person or his or her authorized representative is authorized to speak for The County of Haliburton with respect to this Request for Proposal. A Proponent who seeks to obtain information, clarification or interpretation from another Municipal official or employee is advised that such material is used at the Proponents own risk, and The County of Haliburton shall not be bound by any such representations. Answers to questions and clarifications may be released in the form of an addendum should The County of Haliburton determine the information is relevant to all Proponents. Any questions shall be sent to the above noted representative in writing on or before September 18, 2020. Questions will not be answered after this date. No verbal arrangement or agreement, relating to the goods, materials, supplies, equipment, services and construction specified or called for under this document will be considered binding and every notice, advice or other communications pertaining to it, shall be in writing.

1.2 Addenda to the RFP

Changes to the RFP shall only be done by formal written addendum issued by above noted representative. The County of Haliburton hereby reserves the right in their sole discretion to amend this RFP any time prior to the closing date and time.

It is each Proponent's ultimate responsibility to ensure all addenda have been received prior to submission of their proposal or, in any event, prior to the close of the proposal, as a proposal cannot be amended or withdrawn following close of the RFP, for any reason. Refer to the Form of Proposal for requirements.

1.3 Submission of Proposal

A sealed proposal package shall be submitted at or before the closing date and time:

Thursday, September 24, 2020
2:00:00 pm

Clearly address the proposal package to the County of Haliburton Administration office as follows:

The County of Haliburton
11 Newcastle St, Minden, Ontario, K0M 2K0

Attention: Tanya Rosenberg

Re: RFP 2020 – Community Safety and Well-Being Plan

Provide the proposal number, company name and the return address information on the outside of the proposal package and courier package.

Facsimile and electronically mailed proposals will be disqualified.

Note: Courier service to this area is not “Same Day” or “Guaranteed” for a specific time of day.

The Proponent is solely responsible for ensuring their submission is received on time and at the County of Haliburton Administration office. A proposal delivered after the closing date and time will not be opened and will be returned to the Proponent.

1.4 Proposal Package

The sealed proposal package shall contain **1 original Form of proposal signed by the Authorized Agent, clearly marked as “original”, four copies of the complete proposal (marked as “Copy”) and one USB of the complete proposal for evaluation purposes.** Please read all sections carefully to ensure a complete package is submitted.

1.5 Suspension of Service

In the event that an emergency, labour disruption or inclement weather forces the closure of the County of Haliburton Administration office, the RFP shall become due on the next business day at 12:00:00 p.m.

1.6 Treatment of Information

The County of Haliburton is required by law to adhere to the requirements of the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*, as amended.

The information collected will be used solely for the purposes stated in this request. If the Proponent believes that any part of its submission reveals any trade secret, intellectual property, scientific, technical, commercial, financial or labour relations information or any other similar secret right of information belonging to the Proponent, the information must be clearly marked as being confidential.

Any request for access to submissions will be formally reviewed subject to MFIPPA prior to the release of any third party information. The County of Haliburton may be required to submit information of the Proponent or proposal packages received to granting agencies for outside funding. The Proponent will not be notified of such a requirement.

1.7 Proposal Package Submissions Information Release to Other Proponents

The number of proposals received and the names of the Proponents are confidential and shall not be divulged prior to the public proposal opening.

1.8 Request to Withdraw a Proposal Package Submission

Requests for withdrawal of a proposal shall be allowed if the request is made before the closing date and time for the proposal to which it applies. Requests shall be directed to Tanya Rosenberg by letter or in person, by an Authorized Agent of the company, with a signed withdrawal request confirming the details. Telephone requests will not be considered. The withdrawal of a proposal does not disqualify a Proponent from submitting another proposal on the same Contract.

1.9 Proposal Returned Unopened

A proposal package received after the closing time shall be noted and returned unopened to the Proponent, as soon as possible. If a late proposal is received without a return address on the envelope it shall be opened, the address obtained, and then returned. The covering letter will advise why the envelope could not be returned unopened.

1.10 Submission of More Than One Proposal Package

- a) If two proposals for the same Request for Proposal are received in the same envelope, the proposals shall be contained in separate envelopes within the exterior envelope and shall be marked as proposal A and proposal B.
- b) If two proposals for the same Request for Proposal are received in different envelopes the envelope with the latest date and time received shall be considered the intended proposal.

1.11 Cancellation of Request for Proposal

The County of Haliburton reserves the right to cancel the Request for Proposal at any point in the process without liability.

1.12 Joint Venture Proposal Package

If a joint venture is responding to the Request for Proposal the proposal package shall be submitted by a lead Proponent and the others named as subcontractors.

1.13 Release of Information

The County of Haliburton is required by law to adhere to the requirements of the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*, as amended.

The information collected will be used solely for the purposes stated in this request. If the Proponent believes that any part of its bid reveals any trade secret, intellectual property, scientific, technical, commercial, financial or labour relations information or any other similar secret right of information belonging to the Proponent, the information must be clearly marked as being confidential.

Any request for access to submissions will be formally reviewed subject to MFIPPA prior to the release of any third party information. The County of Haliburton may be

required to submit information of the RFP received to granting agencies for outside funding. The Proponent will not be notified of such a requirement.

The number of RFP's received and the names of the Proponents are confidential and shall not be divulged.

1.14 Adjustment to a Proposal Package

Adjustments by telephone, and facsimile (Fax), e-mail or letter to a proposal package already submitted will not be considered. A Proponent desiring to make adjustments to a proposal shall withdraw the proposal and/or supersede it with a later proposal submission prior to the specified proposal closing date and time (see section 1.1).

1.15 Erasures, Overwriting or Strike-outs

The Authorized Agent signing on behalf of the organization, shall initial erasures, overwriting or strike-outs on all parts of the original submission.

1.16 Environmental Considerations

Proponents are encouraged that wherever possible to supply goods which provide for expanded use of durable, reusable commodities, and commodities which contain the maximum post-consumer waste and/or recyclable content, without affecting the intended use of the good.

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Section 2 -Proposal Terms & Conditions

Each Proponent, by submitting a proposal, represents that the Proponent has carefully read, understands and accepts the terms and conditions and specifications of the Request for Proposal in full.

2.1 Form of Proposal Requirements

Proponents are required to conform to the conditions listed below and those failing to do so will be disqualified for a non-compliant proposal Form:

- a) The “Form of Proposal”, Section 6 and “Proposal Acknowledgement” as supplied by The County of Haliburton shall be completed with the contact information and signed with the authorized signature of the Proponent or of a designated official of the organization and submitted in the proposal package. An original signed document is required in the proposal package. A colour or black and white photocopy of a signature shall be rejected.
- b) All proposal information and pricing shall be legibly written in ink or by computer or typewriter.
- c) The proposal shall not be restricted by a statement added to the Form of Proposal or a covering letter or alterations to the Form of Proposal provided by The County of Haliburton.

2.2 Specifications and Requirements

It is understood and agreed that each Proponent, by careful examination, is satisfied as to the specifications of goods, nature of the service and the work, the character, quality and quantity of the task, the general and local conditions, warranty and all other matters, which can in any way affect the goods or service.

Each Proponent is directed to carefully examine the proposal documents and to make special inquiry of any details the Proponent is uncertain of and to make further personal inspection and investigation, as the Proponent may deem proper, to determine the correctness of the information so obtained.

2.3 Omissions, Discrepancies, Clarifications and Addenda

While The County of Haliburton has made every effort to ensure the accuracy of the information provided in this RFP, the Proponent shall not make any claim against The County of Haliburton for damages or extra work caused or occasioned by the Proponent relying upon such records, reports, or information whether as a whole or in part, furnished by The County of Haliburton, private company or individual.

Should a Proponent find omissions from, or discrepancies in, any of the proposal documents, or should he/she be in doubt as to the meaning of any part of those documents, it will be the Proponent’s responsibility to immediately notify The County of Haliburton in writing. (Reference Section 1.1 for contact information)

If the County of Haliburton considers that a correction, explanation or interpretation is necessary or desirable, The County of Haliburton may issue a written addendum to all who have registered as a document via email.

2.4 Allocation of Risk

The County of Haliburton shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Proponent by reason of non-acceptance by The County of Haliburton of any proposal submission or by reason of any delay in its acceptance.

2.5 Mathematical Errors

In the event of mathematical errors in extension of prices or other ambiguities, unit prices shall govern over total proposal prices and words shall govern over numbers.

2.6 Conflict of Interest

The Proponent is required to submit a conflict of interest declaration of any potential conflict of interest or perceived conflict of interest with their proposal package. This may be submitted in the form of a letter. Failure by a Proponent to declare any potential conflict of interest or to obtain a waiver of any such conflict may be grounds for The County of Haliburton to disqualify a proposal or terminate any contract formed without liability and for cause.

2.7 Lobbying

In order to ensure fairness to all persons, The County of Haliburton must endeavor to prevent unfair advantage created by lobbying. The County of Haliburton reserve the right to disqualify, at any time (including after the selection process has been completed) and at its sole discretion, any person engaging in lobbying with any elected official or employee of The County of Haliburton in an attempt to seek information or to influence the award of the contract. Any activity designed to influence the decision process, including, but not limited to, contacting any elected official or The County of Haliburton staff for such purposes as meeting of introduction, social events, meals or meetings related to the selection process.

2.8 Litigation

No submissions will be accepted from any persons which has a claim or has instituted a legal proceeding against The County of Haliburton or against whom The County of Haliburton have a claim or instituted a legal proceeding without prior approval by County Council. The County of Haliburton may choose to disqualify a Proponent that has litigation against them that would affect their performance or reputation in performing the service or providing the goods and services requested by The County of Haliburton.

2.9 Gratuities

The Proponent acknowledges that no officer, member of Council, or employee of The County of Haliburton has benefited or will benefit financially or materially from an award. A selected Proponent will be disqualified or a contract or purchase order will be terminated by The County of Haliburton if it is determined that gratuities of any kind were either offered to, or received by, any Municipal officer, member of Council or employee.

Section 3 –Proposal Evaluation and Proposal Selection

3.1 Evaluation of the Proposal Package

All proposals will be requested, received, evaluated, accepted and processed in accordance with The County of Haliburton’s Purchasing Policy including amendments.

The Proposal package will be subject to a comprehensive analysis and evaluation, based upon the best overall value to The County of Haliburton by a Steering Committee consisting of members of each of the County of Haliburton, the Township of Algonquin Highlands, the Municipality of Dysart et al, the Township of Minden Hills, and the Municipality of Highlands East. The Proposal will be checked for compliance to the Proposal request and should be organized in sequence by the sections listed below. A description of what is expected in each of these sections is presented below. A compliant Proposal will be evaluated using the rating criteria as indicated.

The Steering Committee reserves the right in its sole discretion to:

- a) Waive minor irregularities and/or minor non-compliance by any Proponent with the requirements of this Request for Proposal and
- b) Request clarification and/or further information from one or more Proponent after closing without becoming obligated to offer the same opportunity to all Proponents.

Rated Criteria Category	Weighting (Points)
Experience and Qualifications	
(a) Company Profile	10
(b) Project Personnel	15
(c) Previous Experience with Similar Projects	15
Response to Scope of Work	
(a) Statement of Understanding	5
(b) Work Plan	15
(c) Project Schedule	10
(d) Implementation Plan	15
Subtotal Technical Score	85
Pricing	15
Total Points	100

3.2 Proposal Content and Organization

The proposal must be organized according to the sections in this RFP in order to facilitate evaluation and comparison of proposals.

Proposal submissions must provide a detailed Table of Contents. All sections must be tabbed and labelled to facilitate ease of reference. All Appendices are to be noted in Table of Contents and tabbed/labeled separately.

The Proposal is recommended to be no more than twenty (20) pages in length including all the information required in Section 3. Supporting information and tables in Section 5, are to be provided in appendices and are not considered to be applicable to the twenty page recommended length.

- a) **Company Profile**
Provide a description of your firm, number of employees, capability and means to complete the requirements. Include your firm's years of experience relevant to the proposed project.
- b) **Project Team, Qualifications and Relevant Experience**
List proposed team members and identify the level of involvement in each proposed task.
- c) **References**
Firms shall provide at least three references for similar projects that can be contacted where recent projects of relevancy are in progress or have been completed within the past five years, including names, dates worked and contact numbers and email addresses.
- d) **Implementation Plan**
Provide an implementation plan that including preferred methodology, milestone timelines, status updates, and risk management.
- e) **Financial Offer**
Proponents price will include all the items in Section 5. Prices shall not include disbursements and HST.

Disbursements are to be broken out and shown on a separate line. Disbursements will include printing, travel, courier service, meals and any telephone/facsimile charges. Proponents are also requested to provide, where applicable, rates for additional work of similar nature believed not to be covered in this RFP, but considered necessary for completion of the assignment and shall specifically identify them in the proposal.

The County of Haliburton will not request additional information around the financial consideration and incomplete proposals will affect the evaluation and may disqualify a Proponent. All costs to The County of Haliburton shall be described as indicated above and calculated into the financial offer to ensure completion of the Project.

The County of Haliburton reserve the right to adjust costs of proposals to reflect imbalances or discrepancies.

The Steering Committee may choose to interview certain Proponents to clarify issues. Proponents are advised that only complete submissions will be reviewed and evaluated. The successful Proponent will be one with the highest score.

g) Value Added Features

Proponents are encouraged to address issues not discussed in this RFP and may offer added value features that may increase the success of the project or support The Steering Committee' learning and development about doing projects of this type.

3.3 Invitation Issued for Interview

Three of the highest overall ranking Proponents may be invited to an interview with the Steering Committee on October 7, 2020. No other Proponent is entitled to be present or to receive any information regarding the interview of any Proponent.

3.4 Terms of Award

- a) The lowest or any Proposal will not necessarily be accepted and The County of Haliburton reserves the right to award any portion of the Proposal;
- b) Proposals are irrevocable for one hundred and twenty (120) calendar days from the date the Proposal is opened;
- c) The County of Haliburton may at any time by notice in writing to the Consultant, suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Consultant shall perform no further Services other than those reasonably necessary to close out his Services.

3.6 Selection for an Award

Upon receiving approval to award the proposal, The County of Haliburton shall contact the selected Proponent by mail, courier, fax or by e-mail to the contact person named at the address given in his/her proposal package.

3.7 Complete Proposal Package

The Proponent is advised to ensure that their offer is a complete Proposal. All information submitted and made available will support the Request for Proposal specifications and requirements. Any waiver or clarification will not be considered as an opportunity for a Proponent to correct errors or change the offer in their Proposal.

Section 4 – Terms and Conditions of Contract

4.1 Accessibility for Ontarians with Disabilities Act

The County of Haliburton has committed to incorporating accessibility criteria and features when procuring or acquiring services, except where it is not practicable to do so, in accordance with their Accessibility policies.

All vendors who provide services shall comply with the Accessibility for Ontarians with Disabilities Act, 2005, and any and all Accessibility policies implemented at The County of Haliburton.

All suppliers who provide services shall ensure that all of its employees, volunteers and others, for which the supplier is responsible for, are compliant with the training requirements as legislated under the Ontario Regulation 429/07 (section 6), Accessibility Standards for Customer Service.

4.2 Contract Documents

The Proponent's proposal documents, the RFP and such other documents, including all amendments or addenda agreed between the parties comprise the "Contract Documents" and shall form the Contract entered into between the Proponent and The County of Haliburton.

Should any work or materials be required which are not detailed in this RFP, either directly or indirectly, but which are nevertheless necessary for the proper carrying out of the intent hereof, the Proponent is to understand the same to be implied and required, and shall perform all such work and furnish any such material as fully as if they were particularly delineated or described. No after claim will be allowed or entertained for obstructions or work necessary to fully complete the work whereon said Proponent made tender.

4.3 Due Diligence

It is understood and agreed that the Proponent has by careful examination, satisfied itself as to the nature and location of the work, the quality and quantity of services/materials to be encountered, the character of materials, labour and facilities needed in the completion of the work.

4.4 Insurance

Prior to commencing any work or services with The County of Haliburton, the Proponent will be required, upon request, to provide evidence of insurance coverage according to the insurance conditions set out in the Comprehensive General Liability Insurance section. The certificate of insurance shall identify the Contract title, policy holder, and scope of work. Insurance obtained and continuously carried during the term of the Contract is at the Proponent's and/or subcontractors own expense and cost.

All insurance policies shall be in a form and in amounts satisfactory and with insurers acceptable to The County of Haliburton and shall provide The County of Haliburton with thirty (30) days prior written notice of material change, lapse or cancellation. Notice must identify the Contract title, policy holder, and scope of work.

The Proponent and each of its subcontractors shall provide, at its own cost, any additional insurance that it is required by law to provide or which it considers necessary. The insurance coverage shall be primary insurance as respects The County of Haliburton.

Similar evidence of renewals, extensions or replacement of said policies, upon request, shall be forwarded to The County of Haliburton, at least fifteen (15) days prior to their renewal extension or replacement. A certificate of insurance provided by the Proponent shall not contain any disclaimer whatsoever.

The Proponent shall provide in its agreements with its subcontractors clauses in the same form as those found herein. Upon request, the Proponent shall deposit with The County of Haliburton detailed certificates of insurance for the policies it has obtained from its subcontractors and a copy of the insurance clauses so provided in the said agreements.

4.5 Comprehensive General Liability Insurance

Comprehensive general liability insurance with limits of not less than two million dollars (\$2,000,000) per occurrence inclusive for personal injury or property damage and in the aggregate with respect to products and completed operations. The insurance shall protect the Proponent, its subcontractors and their respective employees, servants and agents against personal injury, including death, sustained by any person and damage to or destruction of property including loss of use thereof, arising directly out of the operations or requirements performed in connection with the Contract.

The policy of insurance shall:

- a) Contain a cross-liability or severability of interest clause;
- b) Extend to cover non-owned automobile, contingent employer's liability, blanket contractual liability, Proponent's protective liability, broad form property damage, broad form completed operations, and operation of attached machinery;
- c) Add The County Haliburton, The Township of Minden Hills, The Municipality of Dysart et al and the Township of Algonquin Highlands, its officers, officials, employees, servants, and agents as additional insured; and
- d) Have a policy deductible not exceeding five thousand dollars (\$5,000) for any one accident of occurrence.

The Proponent shall ensure that vehicles owned and/or operated by the Proponent in connection with the Contract maintain Third Party Legal Liability Insurance in an amount not less than three million dollars (\$2,000,000) per occurrence.

4.6 Indemnification

The successful Proponent shall indemnify and hold harmless The five (5) noted municipalities, its officers, council members, partners, agents and employees from and against all claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon The County of Haliburton and against all loss, liability, judgments, claims, suits, demands or expenses which The five (5) noted municipalities may sustain, suffer or be put to resulting from or arising out of the successful Proponents' failure to exercise reasonable care, skill or diligence or omissions in the performance of any work or service required hereunder to be performed or rendered by the successful Proponent, its agents, officials or employees.

4.7 WSIB

The Proponent agrees that it shall, at its own expense, procure and carry or cause to be procured and carried and paid for, full WSIB coverage for itself and all workers, employees, servants and others engaged in or upon any work or service which is the subject of this Contract. The Proponent agrees that The County of Haliburton have the unfettered right to set off the amount of the unpaid premiums and assessments for such coverage against any monies owing by The County of Haliburton to the Proponent. The County of Haliburton shall have the right to withhold payment under this contract until the WSIB premiums, assessments or penalties in respect of work done or service performed in fulfilling this Contract have been paid in full.

The Proponent shall, upon request, provide The County of Haliburton with the Proponent's WSIB registration number and letter from WSIB confirming that the Proponent is registered in good standing with WSIB and that all assessments have been paid to the date thereof prior to The County of Haliburton having any obligation to pay monies under this Contract.

If exempt from coverage, the Successful Bidder shall obtain optional coverage in the form of a letter from WSIB and must be provided to The County of Haliburton within ten (10) business days of being awarded the contract, or commencement of the contract, whichever is shortest.

4.8 Subcontractors

All subcontractors are the responsibility of the Proponent. The Proponent agrees that the subcontractors shown in its proposal are the subcontractors that it proposes to use to carry out the requirements. Subject to The County of Haliburton's approval of the listed subcontractors, the Proponent agrees, if awarded this contract, to engage the listed subcontractors and no others in their stead without prior written authorization of The County of Haliburton.

Nothing contained in any Contract documents shall create any contractual relationship between the subcontractors and The County of Haliburton.

4.9 Taxes

Unless otherwise provided herein, the Proponent shall pay all government sales or excise taxes in force at the date of the agreement, provided that any increase or decrease in such taxes shall increase or decrease the amount due under the Contract accordingly. Invoices shall show the appropriate amounts for Goods and Services taxes and Provincial Sales taxes separately.

4.10 Laws

The laws of Ontario shall govern the Contract.

In carrying out its obligations hereunder, the Proponent shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law.

4.11 Notices

Any notice required to be given or made in this Contract shall be given or made in writing and shall be served personally or mailed by registered mail addressed to The County of Haliburton and to the Proponent at the address set forth in its proposal.

4.12 Errors and Omissions

The County of Haliburton shall not be held liable for any errors or omissions in any part of this RFP. While the County of Haliburton has used considerable effort to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted accurate by The County of Haliburton, nor is it necessarily comprehensive or exhaustive.

4.13 Occupational Health and Safety

The Proponent shall comply fully with the Occupational Health and Safety Act.

4.14 Termination for Vendor Default

Upon the termination of this Contract for cause, the Proponent shall have no claim for any further payment, but shall remain liable to The County of Haliburton for all loss and damage which may be suffered by The County of Haliburton by reason of the default or occurrence upon which such notice was based.

Section 5 – Scope of Work and Requirements

5.1 Introduction

The County of Haliburton has a full time population of over 18,000, covers 4,000 square kilometres and is comprised of 4 Municipalities (Township of Algonquin Highlands, Municipality of Dysart et al, Municipality of Highlands East, and the Township of Minden Hills).

Known as the “Haliburton Highlands” we are renowned for breathtaking scenery, wildlife and hundreds of lakes, rivers and streams. Artists, studios and galleries are spread all across the Haliburton Highlands, offering an eclectic mix of colourful, fulfilling and thought-provoking experiences.

The Township of Algonquin Highlands is a lower tier municipality located on the western side of Haliburton County. The municipality is characterized by several very small settlements and a significant amount of both waterfront and rural areas predominantly known as “cottage country”.

The Township of Algonquin Highlands includes half of the village of Dorset, part of Carnarvon and the hamlets of Boshkung, Halls Lake, Little Hawk Lake, Maple Lake, Ox Narrows, and Oxtongue Lake, the latter having the pleasure of being adjacent to Algonquin Provincial Park. The permanent population of Algonquin Highlands is just under 2,000 with a seasonal population of approximately 8,000.

The Municipality of Dysart et al boasts of a pristine natural environment grounded firmly on the Canadian Shield. Including the southern portion of Algonquin Provincial Park, the area is characterized by mixed forest highlands interspersed at every turn with freshwater wetlands, rivers and lakes, creating a landscape much sought after for all of its artistic, cultural and recreational opportunities. The Municipality has 7,083 households and a permanent population of 6,280.

The Municipality of Highlands East is situated on the Eastern side of Haliburton County and covers 758 square kilometers. There are roughly 4,485 households and a seasonal population of approximately 13,000. Highlands East has become a very popular cottage and retirement destination. The natural beauty of our lakes and environment are an attraction to the young and the young at heart.

The Township of Minden Hills is located two and half hours northeast of Toronto, and covers 878 square kms. The Township has a full time population of 6,000 people which expands to over 12,000 people during the seasonal months of May to October.

The County of Haliburton services include roads, bridges, fleet, rail trail, land use planning including land division, geographic information systems, climate change adaptation and mitigation, tourism marketing, information technology (IT) support for the County and all local municipalities, paramedic and emergency management,

County library system, and “back office” functions to support those activities such as Clerk, Finance (payroll, accounts payable and receivable), and Human Resources.

By virtue of an agreement with the City of Kawartha Lakes the City is the CMSM for all POA, Social Services and Social Housing provided to residents of the County.

Services provided by the local municipalities include recreation facilities and programming, fire departments, road, bridges, fleet, property taxation, land use planning, building code and property standards enforcement, economic development, cemetery administration, museums and trails.

5.2 Scope of Work

Goals

The goals of the Community Safety Well-Being Plan are to:

- To provide for a safer and healthier community for citizens, businesses, agencies, and organizations in The County of Haliburton
- Increase the understanding of local risk factors and identify evidence-informed strategies to prevent or mitigate these risk factors
- Provide an established mechanism through which known and emerging safety and well-being issues can be identified, prioritized, and addressed in collaboration with the community
- Reduce demand for emergency response and acute care resources
- Ensure individuals are receiving the right response at the right time by the right service provider
- Advance the County of Haliburton’s strategic priorities, with specific focus on a safe and healthy community in which to live, work, and play.

Community partners are essential to the CSWB Plan process to provide insight and expertise into the identification of issues and solutions. The voices of those with lived experience are also an important aspect of the engagement process ensuring that it is carried out in a manner that is transparent, respectful, and purposeful. It is also required that consultation includes outreach to members of the public including youth and members of marginalized groups.

The County of Haliburton must implement the Plan and take any actions the plan requires it to take and shall encourage and assist other entities to take any actions the plan requires those entities to take. The County of Haliburton must ensure that the Plan is monitored, evaluated, and report on the effectiveness of the Plan on reducing prioritized risk factors. Once adopted, County Council must monitor, update, evaluate, and report on the effect the CSWB Plan is having.

Requirements

The successful proponent will possess the requisite technical skills to deal with the matters addressed in this RFP, and will be required to work directly with municipal staff, the public, and other agencies in a professional manner. The successful proponent, in addition to technical qualifications, must exhibit skills such as timeliness, diplomacy, tact, strong communication ability, and an understanding of the five (5) municipalities. The successful proponent will be required to demonstrate that they have the necessary foresight and ingenuity to approach this task with innovative ideas and is prepared to view the project from its broadest perspective to ensure that the end product is of the best long-term value to the community. The following skill set is required:

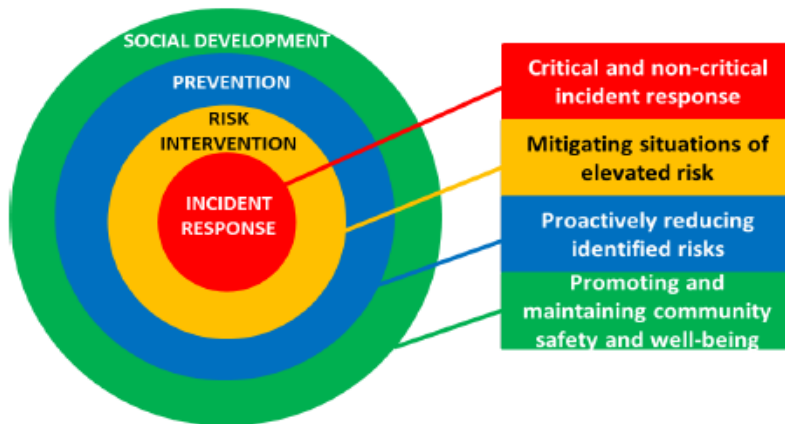
- Experience with Municipal service delivery as well as experience working with vulnerable sectors;
- Experience with strategy development and program implementation processes, including logic models, process mapping, and evaluation;
- Strong communication, facilitation, and writing skills;
- Able to demonstrate a clear methodology;
- An ability to adapt and adjust facilitation techniques to ensure the success of the process;
- Willingness to address process issues with sensitivity towards all participants;
- Be results-oriented.

The successful proponent will work with the Steering Committee which is comprised of one representative from each municipality and a representative from the local OPP Detachment to lead the Community Safety and Wellbeing Plan process. The proponent will be required to:

- Develop recommendations on an Advisory Committee that will be a multi-sectoral body appointed by County Council that will examine the risk factors, vulnerable groups, and protective factors needed to reduce harms and enhance safety and well-being for the entire community. They must include (at a minimum):
 - LHINs or health/mental health services
 - Educational services;
 - Community/social services;
 - Community/social services to children or youth;
 - Custodial services to children or youth;
 - Municipal council member or municipal employee;
 - The OPP detachment commander (or delegate).

- The consultant will identify options, and recommend a governance model for implementation and maintenance of the CSWB plan. In consideration of Ministry direction with respect to OPP Detachment Boards the consultant will also be asked to outline how the plan will be integrated with, and guide the work, of the newly created Detachment Board. In addition, the consultant will provide an estimate of the resources required to support the governance authority for the sustainability of the plan;
- Research and analyze community risks based on local data and anticipate issues and service gaps through enhanced data and knowledge sharing;
- It is the expectation that in the development of the plan there will be limited public engagement that will be focused on formal groups including:
 - Point in Time Centre for Children, Youth and Parents;
 - Haliburton Highlands Health Services;
 - City of Kawartha Lakes Human Services (Consolidated Service Manager for Social Services and Housing);
 - County of Haliburton Community Safety and Well-Being Plan Advisory Committee members;
 - Trillium Lakelands District School Board;
 - Others as directed by the Steering Committee.
- The Plan will reflect the rural nature of our community, and will present a streamlined and efficient process for its creation and maintenance, minimizing resource utilization as much as possible.
- Support the Steering Committee in identifying priorities, determining outcomes, selecting strategies, implementing the CSWB Plan and evaluating performance. This will include:
 - Attending Steering Committee and County Council meetings as required
 - Provide regular written updates to the Steering Committee
- Identify opportunities to align resources and efforts to collectively achieve impact on identified CSWB priorities;
- Develop a county wide CSWB Plan that complies with the legislated requirements of the Police Services Act.
- Prepare and submit the CSWB Plan for County Council's consideration prior no later than six (6) months from the award of the RFP;
- Present the draft CSWB Plan at **County Council**;
- Ensure the CSWB Plan delivers on the following objectives:
 - Identify priority risk factors;
 - Identify strategies to reduce the potential risk factors;
 - Set measureable outcomes.
- Identify a critical path and methodology to ensure the successful implementation of the CSWB Plan;
- Identify estimated resources required to support the Advisory Committee

- Use the CSWB Planning Framework (below) to establish a program logic model and develop evaluation tools:



5.3 Critical Success Factors

It is crucial that all members involved in the planning process understand the following four areas to ensure local plans are as efficient and effective as possible in making communities healthier and safer:

1. Social Development
2. Prevention
3. Risk Intervention
4. Incident Response

The following are the key steps required by the Province for the development of the CSWB Plan:

- Obtaining collaborative commitment;
- Creating buy-in – from the community, local governments and across multiple sectors;
- Focusing on risk – conducting local research to support the identification of risks;
- Prioritizing risks including service gaps. Risks are prioritized; gaps in services are identified as priority risks;
- Assessing and leveraging community strengths – community assets are mapped;
- Strategies are identified assessed, evaluated and enhanced/implemented;

- Evidence and evaluation; and
- Putting the plan into action.

The Province has identified the following as critical success factors for a CSWB Plan:

- Strength-based leveraging of existing resources, programs, and services in the community;
- Risk-focused planning rather than incident-driven action;
- Awareness and understanding to ensure all community members understand the benefit of, and the role in, this planning process;
- High level commitment is required from individuals of influence to champion this cause;
- Effective partnerships to create meaningful integrated relationships across multiple sectors;
- Evidence and evaluation to use research and data to inform the planning process;
- Cultural responsiveness to effectively interact with, and respond to the needs of diverse groups of people within the community.

DRAFT

Section 6 – Form of Proposal

(Return all of Section 6 with the Proposal Package submission)

6.1 Company Information

The Proponent shall complete the following information clearly.

Legal Business Name of Company

Business Registration Number

Courier Delivery Address

City

Postal Code

Telephone

Fax Number

HST Number

Contact Name

Title

Contact's Email Address

Cell Number

6.2 Acknowledgement of Documents Received and Agreement to Terms and Conditions

I/We hereby acknowledge receipt of the entire Request for Proposal document including any addendums issued, and have been provided with all the details required to permit me/us to submit a proposal.

I/We declare that the Proposal is not made in connection with any other Proponent submitting a Proposal for the same goods and/or services or work and is in all respects fair and without collusion or fraud and that full disclosure has been made of any conflict of interest or potential conflict of interest.

I/We hereby agree, having carefully reviewed the Request for Proposal documents, to provide and pay for all material, labour, tools, delivery, any equipment and incidentals necessary for the work or supply of services to complete Request for Proposal 2020 Community Safety and Well-Being Plan, as specified in accordance with all of the sections, appendices, schedules, drawings and addendum.

I/We, hereby confirm that the company named in Section 6.1 is licensed to do business in the Province of Ontario.

It is certified that the undersigned is authorized, appointed and empowered to sign and submit this tender and bind them to its offer, terms and conditions.

Executed by me and dated this _____ day of _____, 2020.

I have the authority to bind the Company/Corporation

Corporate Seal

Print Name and Position Held