STAFF REPORT

TO: Warden and Members of Shelburne Municipal Council

FROM: Val Kean, Director of Economic & Community Development

APPROVED BY: Erin Hartley, Deputy Chief Administrative Officer

DATE: January 10, 2024

SUBJECT: **Professional Communication Services - Request for Proposals**

PURPOSE

To present Council with recommendation for awarding the standing offer for professional communication services.

RECOMMENDATION

It is recommended to Council that:

The Municipality of the District of Shelburne approves awarding a standing offer contract for professional communication services to Iris Communications Inc. in response to our Request for Proposal.

BACKGROUND

Municipalities play a crucial role in advocacy as they serve as local governing bodies responsible for the well-being and development of their communities. During emergencies, municipalities are required to coordinate the response efforts of various entities.

We act as the voice of our community, advocating for policies and initiatives that address the unique needs and concerns of residents. Effective communication and collaboration are essential for a timely and organized response to the many important issues that we face in rural Nova Scotia.

DISCUSSION

On December 5, 2023, a request for proposal was published to engage firms for the potential utilization of professional communication services to provide comprehensive special and emergency communications, as needed. It was not the intent of the Municipality to pay a retainer fee for the services of the successful proponent, but rather to secure an exclusive service of the proponent, when required, at a rate of pay provided by the proponent through this competitive procurement process.

The scope of work expectations from the successful proponent is defined below:

Government Communications:

- Create compelling content for press releases, official statements, and public announcements.
- In the role of advocacy, act as a liaison between our organization and relevant government agencies.
- Manage media relations and prepare designated staff to correspond with media outlets.

Emergency Communications:

- Develop and maintain an emergency communications plan.
- Implement communication strategies during emergency situations.
- Coordinate with relevant government agencies, and other stakeholders to ensure accurate and timely information dissemination.
- Oversee the organization's digital presence, including website content and social media platforms.
- Develop engaging content for online channels to convey important information to the public.
- Monitor online conversations and respond to inquiries or concerns.
- Provide communication guidance to councilors and staff to prepare for requested media coverage.

Special Projects:

- Engage with Councilors and staff to identify, plan and execute communication strategies with identified stakeholders for specific projects. Projects may require separate communications strategies for different stakeholders associated with a project.

The RFP closed at 4 pm on Wednesday, December 20, 2023. The RFP was advertised on the Nova Scotia Procurement website as well as our Municipal website and social media. Two submissions were received.

Below are the scoring percentages from the two accepted submissions:

Company	**Scoring**
Iris Communications Inc.	91%
Setsail Marketing Inc.	80%

After review and evaluation of the proposals, staff determined the successful proponent to be Iris Communications Inc.

BUDGET IMPLICATIONS

This contract will be a standing offer arrangement with Iris Communications Inc to provide professional communication services on an “as required” basis for special emergency and advocacy projects, at an average rate of $224/hr, depending on staff expertise required.

ATTACHMENT:

1. Request for Proposal – Professional Communication Services

Municipality of the District of Shelburne

Request for Proposal

Professional Communications Services

Release Date: **Tuesday, December 5, 2023**

Proposals will be received no later than **4:00 pm on Wednesday, December 20, 2023**

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PROJECT OVERVIEW

Project Intent

The Municipality of the District of Shelburne is currently seeking proposals, for the potential utilization of professional communication services to provide comprehensive special and emergency communications, as needed. It is not the intent of the Municipality to pay a retainer fee for the services of the successful proponent, but rather to secure an exclusive service of the proponent, when required, at a rate of pay provided by the proponent through this competitive procurement process.

Background

The Municipality of the District of Shelburne is one of five unique seaside communities that make up the beautiful landscape of Shelburne County. Conveniently located just two hours from Halifax, along Nova Scotia's beautiful South Shore, the Municipality is currently home to approximately 4,200 residents.

Municipalities play a crucial role in advocacy as they serve as local governing bodies responsible for the well-being and development of their communities. We act as the voice of our community, advocating for policies and initiatives that address the unique needs and concerns of local residents.

During emergencies, municipalities coordinate the response efforts of various entities. Effective communication and collaboration are essential for a timely and organized response.

Scope of Work

To be completed in close collaboration with the designated MDS staff, the scope of work to be secured by rate of pay will include, but is not limited to:

- Government Communications:
    - Create compelling content for press releases, official statements, and public announcements.
    - In the role of advocacy, act as a liaison between our organization and relevant government agencies.
    - Manage media relations and prepare designated staff to correspond with media outlets.

- Emergency Communications:
    - Develop and maintain an emergency communications plan.
    - Implement communication strategies during emergency situations.
    - Coordinate with relevant government agencies, and other stakeholders to ensure accurate and timely information dissemination.
    - Oversee the organization's digital presence, including website content and social media platforms.
    - Develop engaging content for online channels to convey important information to the public.
    - Monitor online conversations and respond to inquiries or concerns.

    - Provide communication guidance to councilors and staff to prepare for requested media coverage.

- Special Projects:
    - Engage with Councilors and staff to identify, plan and execute communication strategies with identified stakeholders for specific projects. Projects may require separate communications strategies for different stakeholders associated with a project.

Submissions

Interested communications firms are requested to submit a comprehensive proposal that includes the following:

- Overview of the firm, including experience with government and emergency communications.
- Approach and methodology for addressing the specified scope of work.
- Case studies or examples of previous successful government and emergency communications projects.
- Breakdown of the resources provided by the proponent and the corresponding rates for those resources that would be applied by Proponent. This breakdown should provide the Municipality with an idea of what resources might be utilized for each of the identified scopes.
- Provide rates for an initial term of one year. The contract could be extended beyond one year upon mutual agreement between the Municipality and the proponent.
- Resumes of key team members who will be involved in the project.
- Three professional references.

Budget:

The proposal must include competitive rates associated with the proponents' resources. The proposal must identify likely use of resources and associated rates for each of the above scope of work categories separately. HST must be included in bid.

The Municipality reserves the right **not** to select any proposals in the event the Municipality deems (in its sole discretion) that none of the proposals meets the minimum requirements to fulfill the project deliverables.

SUBMISSION INSTRUCTIONS

How to submit a proposal

Proposal can be submitted in one of the following ways:

a) Email: val.kean@municipalityofshelburne.ca

Proposals shall be received no later than **4:00 pm on Wednesday, December 20, 2023 (Atlantic Standard Time)**.

No proposal or amendment of a proposal shall be considered if received on a date or at a time later than specified in the Request for Proposals. Late proposals will NOT be considered.

The Municipality reserves the right to issue addendum(s), amend the Request for Proposals document or reissue a revised Request for Proposals document.

Proposal Submission Requirements

Respondents are requested to submit one (1) digital copy via the above email addresses, clearly marked "MDS Request for Proposal Professional Communication Services" to the contact noted above prior to 4:00 pm, Wednesday, December 20, 2024 (Atlantic Standard Time)

Bidders are solely responsible for the method of conveyance of their proposal to the receiving point.

Firm Identification and Contact

Each respondent should provide their full legal name, if incorporated, and the name, title, address, telephone number and e-mail address of the individual to be contacted with respect to the submission. Responsibility for the submission of a proposal at the proper location within the proper times is that of the proponent submitting the proposal and the Municipality assumes no responsibility.

The proponent submitting a proposal may amend or withdraw his/her proposal subsequent to its submission and prior to the opening of the proposals by submitting a letter of amendment or withdrawal prior to the close of the proposals.

An amendment of proposal shall not disclose the amended total but shall show:
The part(s) of the proposal to be amended; or the information missing from the Proposal Submission.

If the Proposal and amendment are found to be a valid submission, then the contract price shall be amended to reflect the original proposal document as amended by the proposal amendment.

OPENING, EVALUATION AND SELECTION PROCESS

Opening

Since price is not the only criterion on which proposals will be evaluated, there will not be a public opening of proposals.

Rejection of Proposal Submissions

A proposal submitted in response to this Request for Proposals may be rejected and the proposal not considered if the proposal:

a) Does not contain any addendum(s) that have been issued by the Municipality
b) Is the second proposal submitted by the same proponent, in which case all proposals submitted by the submitter shall be rejected;

c) Omits any information required by, or fails to comply with, any provisions of the Request for Proposals document.

Evaluation Criteria

Each response to this Request for Proposals shall be evaluated by the Municipality to determine the degree to which it responds to the requirements as set out. All proposals will be evaluated based on the following criteria:

Evaluation Criteria	**Score**
Understanding, methodology, approach, qualifications, experience, available resources & examples	70%
Budget	30%
Total Score	**100%**

In the event that no satisfactory quotations are received, MDS reserves the right to re-issue the project.

Once a conditional award is made, any concerns with the proposal which have been brought out through the evaluation process may be negotiated with the selected proponent.

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by MDS. The confidentiality of such information will be maintained by MDS, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by MDS to advise or assist with the RFP process, including the evaluation of proposals.

TERMS AND CONDITIONS

Agreement

By submitting a proposal in response to this RFP, the Proponent agrees to abide by the terms and conditions outlined in this RFP. All proposals shall remain irrevocable unless withdrawn in writing prior to the designated closing time.

Privilege

The Municipality reserves the right to:

a) Modify the terms of this RFP at any time at its sole discretion.
b) Suspend or cancel the RFP at any time for any reason without penalty.
c) Reject any or all proposals, not necessarily accept the lowest proposal, or to accept any which it may consider being in the best interest of the Municipality.
d) The Municipality also reserves the right to waive formality, informality or technicality in

any proposal.

e) In the event that a number of submissions are substantially the same amount or score, the Municipality may, at its discretion, call upon those Bidders to submit further bids or to make a presentation to the Municipality.
f) Award a contract on the basis of the initial offers received, without discussions or requests for best or final offers.
g) Disqualify bidder(s) if there is an existing or recent business or personal relationship which can be perceived as causing a conflict of interest. Proposals shall contain a declaration of conflict of interest.
h) Reject any bidder if after an investigation of the evidence submitted by the bidder fails to satisfy the Municipality that the Proponent is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
i) No term or condition shall be implied, based upon any industry or trade practice or custom, any practice or policy of the Municipality or otherwise, which are inconsistent with the provisions contained herein.

Confidentiality

This RFP document (including all attachments and appendices) may not be used for any purpose other than the submission of an offer. Proponents shall not use information obtained through the RFP process without written permission of the Municipality.

The successful proponents will be permitted access to files and reports that relate to this RFP. Information pertaining to the Municipality obtained by the successful proponents as a result of this project is confidential and must not be disclosed without written permission of Municipality.

By submitting an Offer, the Proponent agrees to public disclosure of its contents subject to the provisions of the Municipal Government Act relating to Freedom of Information and Protection of Privacy. Anything submitted in the proposal that the proponent considers to be personal information or confidential information of a proprietary nature should be marked confidential and will be subject to appropriate consideration of the Municipal Government Act as noted above.

The work described in this RFP is being conducted with public funds, and the fees and expenses proposed in the Bidder's submission will be made public.

Law

The law applicable to this RFP and any subsequent agreements shall be the law in force in the Province of Nova Scotia.

In responding to this RFP, Proponents warrant their compliance with all appropriate Municipal, Provincial and Federal regulations, laws and orders. Respondents must agree to indemnify the Municipality and its employees if they fail to comply, and the Municipality reserves the right to cancel any agreement arising from this RFP if the proponent fails to comply with the above.

The selected firm shall indemnify the Municipality, its officers and employees against any

damage caused to the Municipality as a result of any negligence or unlawful acts of the successful proponent or its employees. Similarly, the successful proponents shall agree to indemnify the Municipality, its officers and employees against any claims or costs initiated by third parties as a result of any negligence or wrongful acts of the successful proponent or its employees.

Payment of Fees

The fees of the consultant will be paid by invoicing when work is completed, or by intervals agreed to in the negotiating of this contract.

Invoices will be submitted to:

Val Kean, Director of Economic & Community Development
Municipality of the District of Shelburne
414 Woodlawn Drive
P.O. Box 280
Shelburne, NS
B0T 1W0
Email: val.kean@municipalityofshelburne.ca

Subcontractors

Proponents are responsible for obtaining Municipality's permission prior to hiring a subcontractor. The Municipality may, for reasonable cause object to the use of a proposed subcontractor and require the Proponent to employ another subcontractor.

All subcontractors employed by the proponent will be subject to the same terms and conditions of the Contract, and will be under the supervision and control of the Proponent. Nothing contained in the Contract shall create a contractual relationship between the Municipality and subcontractor.

Contract

The successful Proponent shall enter into a contract within 30 days of award. Except as expressly and specifically permitted in these instructions to proponents, no proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP and by submitting a proposal, each proponent shall be deemed to have agreed that it has no claim.

Unless otherwise noted in previous sections, the contract will be terminated for any of the following reasons:

a) Unsatisfactory performance of work,
b) Conduct detrimental to the Municipality,
c) Lack of response to work requests,
d) Evidence of Collusion,
e) An existing or recent business or personal relationship which could be perceived as

causing a conflict of interest.

f) Becoming insolvent or has filed against a Petition in Bankruptcy or makes an Assignment for the benefit or Creditors or it a Receiver is appointed for its assets.

Notice to Perspective Proponents

a) The information contained in this RFP is supplied solely as a guideline for proponents. While every reasonable attempt has been made to ensure its accuracy, the Municipality does not guarantee or warrant its accuracy, nor is it necessarily comprehensive.

b) By submitting a response to the RFP, the Proponent represents and warrants that such bid is genuine and not false and collusive or made in the interest or in behalf of any person therein named, and that the bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder.

c) If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has in presenting any bid or bids, colluded with any other party or parties, then the contract so awarded shall be liable to the Municipality for all loss or damage which the Municipality may suffer thereby; and the Municipality may advertise for a new contract and for said labour, supplies, materials, equipment or service. Unauthorized conditions, limitations or provisions attached to an RFP may cause its rejection.

d) The Proponent, by submitting a bid, shall represent and warrant that he / she has sufficiently informed themselves in all matters affecting the performance of the work or the furnishing of the labour, supplies, materials, equipment, or service called for in the quotation documents; that he/she has checked their bid for errors and omissions; that the amounts stated in his/her bid are correct.

e) If a written agreement cannot be negotiated within 30 days of notification to the proponent(s) initially selected, the Municipality may, at its discretion, terminate negotiations with the proponent(s) and either negotiate a contract with the next highest qualified proponent or cancel the RFP process and not enter into a contract with anyone regarding the RFP.

Procurement of Additional Services

The Municipality may procure services from additional Proponents under the following circumstances:

a) If the project scope is outside the scope of services, as deemed by the Municipality;

b) If the project is being performed on behalf of a Village or another municipal unit, that Village or municipal unit may invite one service provider of it's choosing to bid on that project;

Proponent Responsibilities

a) The offer must be signed by the person(s) authorized to sign on behalf of the company and binds the company to the statements made in the proposal.

b) The Proponent shall confirm in their submission that the Proponent agrees to abide by the terms and conditions outlined in the RFP. Submissions which do not have this confirmation will not be considered.
c) Proposed subcontractors and or consultants must be listed with attached resumes. A joint proposal submission must indicate which Proponent has overall responsibility for the offer. If a Proponent wishes to submit alternative options, each option is to be submitted as a separate proposal.
d) The Proponent is entitled to amend its proposal at any time before the closing time. After the closing time, the consultant will not change the wording or content of its proposal and no words will be added to or deleted from the proposal, including changing the intent or content of the presentation of the proposal, unless requested by the Municipality.
e) The Proponent shall not transfer responsibility to meet the obligations of the contract to a third party without the written consent of the Municipality.
f) Proponents are solely responsible for their own expenses in preparing the proposal, presentation of the proposal, and any travel costs incurred in presentation and/or interviews and negotiating a contract.
g) It is the Proponents responsibility to ensure that their submission is complete and is delivered to the Municipality by the date and time indicated. Proposals submitted after the above noted time shall be returned unopened.
h) Except as expressly and specifically permitted in these instructions to proponents, no proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP and by submitting a proposal, each proponent shall be deemed to have agreed that it has no claim.

Data

All data materials, and information collected and work products created either directly for, or in support of the work outlined in the RFP is the property of the Municipality.

The successful Proponent is expected to submit digital copies of all work completed to the Chief Administrative Officer or their designate.

The consultant shall not be permitted to publish or in any way use said information without the expression or final approval of the Municipality of the District of Shelburne.

Quotations & Payment

Prices must be in Canadian funds, and shall include all handling, freight, duty, and any other charges, which are applicable at time quotation is awarded. It is the responsibility of the Proponent to find out from the appropriate authorities what rates and charges are applicable to this quotation.

HST

The quoted prices must clearly show the Harmonized Sales Tax as a separate item from the total

price submission.

Insurance and WCB

The Proponent must provide the Municipality with a copy of a "Certificate of Professional Liability Insurance" prior to commencement of the work. The General Liability Insurance minimum will be one million dollars ($1,000,000.00) with The Municipality of Shelburne named as additional insured.

The Proponent acknowledges that he/she is an independent Contractor and shall, indemnify, protect and save harmless The Municipality of Shelburne, its agents and employees from all damages, liabilities and claims of whatsoever nature arising out of the furnishing by the Proponent, its agents or employees of the materials and/or performing of the services covered by this RFP. The Vendor remains responsible for maintaining the required insurance even if the certificates are never exchanged and/or requested.

It is also expected that bidders shall be in good standing with the Workers' Compensation Board of Nova Scotia at all times when providing the service outlined herein or, if exempt, provide written proof thereof.

Inquiries/Contact/Addenda

All inquiries about the RFP must be directed to MDS at least five (5) business days prior to the submission date, (through e-mail, which receipt shall be confirmed) to:

Val Kean, Director of Economic & Community Development: val.kean@municipalityofshelburne.ca

Copies of all questions and answers and any addenda will be uploaded to the Provincial Procurement Website no later than three (3) business days prior to the Final Submission date.

Only formal written responses to properly submitted questions will be binding on the Municipality.

All responses by the Municipality (addenda) will form part of the Request for Proposal process.

Vendors may be advised by addenda, via the website at https://novascotia.ca/tenders/tenders/ns-tenders.aspx , of required additions, deletions or alterations in the requirements of the Request for Proposal documents. It is the responsibility of the vendor to check the website to ensure all information has been obtained. All such changes shall become an integral part of the Request for Proposal documents and shall be allowed for in arriving at the total submission price.

Notification

Submissions will be assessed and proponents may be contacted to answer questions or to present their proposal. The unsuccessful respondents will be informed in writing.

Contract Award

The award of this RFP is conditional upon the successful respondent entering into an agreement to perform the services and other obligations as required by this RFP.