



STAFF REPORT

TO: Council

FROM: Erin Hartley, Deputy CAO

APPROVED BY: Warren MacLeod, Chief Administrative Officer

DATE: November 13, 2024

SUBJECT: **Municipal Management Consultant Services - RSO Award**

BACKGROUND

The Municipality of Shelburne issued a Request for Standing Offers (RSO) to invite qualified consultants to submit offers for Municipal Management Consulting Services for a three year term with possibility of extension. The successful Municipal Management Consultant would be available to work with the Municipality in various municipal sector-specific areas as projects arise. These projects may be related to strategic planning, economic growth and development, financial sustainability, organizational structure, marketing, etc.

The first project for the successful Municipal Management Consultant would be to conduct a comprehensive and thorough organizational structure review of the Municipality. The goal of this review is to evaluate the current organizational structure, operational efficiency, and service delivery effectiveness to ensure that the Municipality is well-positioned to meet the needs of its residents now and in the future.

DISCUSSION

The RSO was advertised beginning October 10, 2024 on our website, social media, and the NS Procurement website. The RSO deadline was November 1, 2024. Six (6) submissions were received and evaluated.

The evaluation committee consisted of the following members:

- Warren MacLeod, CAO
- Val Kean, Director of Economic and Community Development
- Erin Hartley, Deputy CAO

The evaluation committee evaluated the proposals based on relevant experience and qualifications, methodology and approach, work plan and schedule, references, and budget.

Company: Davis Pier **Score:** 72.3/100

Company: ABS Inc. **Score:** 64.9/100

Company: R.MacLellan Consulting Services **Score:** 60.7 /100

Company: MC Advisory **Score:** 59.9/100

Company: 21 FSP **Score:** 58.5 /100

Company: HR Advantage **Score:** 52.7/100

Davis Pier had the top score in our evaluation and is being recommended to Council. Davis Pier has led projects across Canada, but most of their work is in Nova Scotia. Their work focuses on supporting local governments and organizations. They have a multi-disciplinary team that set them apart from the other submissions and they will be able to start on the organizational structure review immediately.

RECOMMENDATION

Be it resolved that Council of the Municipality of the District of Shelburne award the Municipal Management Consultant Services Request for Standing Offer to Davis Pier based on the details outlined in their proposal at a cost of \$42,150 + HST.

BUDGET

This item was requested by Council and is an unbudgeted expense. Costs can be charged to Contracted Administration Services GL 0021210300 with an anticipated budget overage at year end of this amount.

ATTACHMENTS

- Request for Standing Offers Document

Municipality of the District of Shelburne

Request for Standing Offer

**Municipal Management
Consultant Services**

Release Date: Thursday, October 10, 2024

Proposals will be received no later than **4:00 pm on Friday, November 1, 2024**

PROJECT OVERVIEW

Project Intent

The Municipality of Shelburne is issuing this Request for Standing Offers to invite qualified consultants to submit offers for Municipal Management Consulting Services for a three year term with possibility of extension. The successful Municipal Management Consultant would be available to work with the Municipality in various municipal sector-specific areas as projects arise. These projects may be related to strategic planning, economic growth and development, financial sustainability, organizational structure, marketing, etc.

The first project for the successful Municipal Management Consultant would be to conduct a comprehensive and thorough organizational structure review of the Municipality. The goal of this review is to evaluate the current organizational structure, operational efficiency, and service delivery effectiveness to ensure that the Municipality is well-positioned to meet the needs of its residents now and in the future.

The primary objectives of the organizational structure review are to:

1. **Assess the Current Organizational Structure:** Analyze the existing organizational structure, roles, and responsibilities to determine their alignment with the Municipality's strategic goals and operational needs.
2. **Evaluate Operational Efficiency:** Review the efficiency of current resource allocation to identify areas where improvements can be made.
3. **Examine Service Delivery Effectiveness:** Assess the effectiveness of service delivery to residents, including the quality, accessibility, and responsiveness of services provided by the Municipality.
4. **Identify Gaps and Challenges:** Identify any gaps, redundancies, or challenges in the current organizational setup that may hinder the municipality's ability to meet its current objectives and allow room for growth.
5. **Provide Recommendations:** Develop actionable recommendations for organizational restructuring, staffing improvements, and resource optimization to enhance the municipality's overall performance at its current levels and allow for future growth.

Background

The Municipality of Shelburne is a rural municipality located in Nova Scotia, with a population of approximately 4400. The Municipality is responsible for providing a range of services including public works, recreation, planning and development, and general municipal governance with its mix of approximately 25 contract, casual, unionized and non-unionized staff members.

Municipalities are complex organizations that are facing unique challenges every day.

Municipalities must deliver a broad range of critical and meaningful services directly to residents, businesses, and visitors as effectively and efficiently as possible.

Scope of Work

The Municipality is seeking an organization or company with multi-disciplinary specialists with wide-ranging municipal experience providing management consulting in various areas as mentioned above.

As the first project, the consultant will be expected to undertake the following tasks as part of the organizational structure review:

1. Document Review:

- Review existing organizational charts, job descriptions, municipal policies, and strategic plans.
- Analyze previous reports, studies, and relevant documentation that may impact the organizational structure and operations.

2. Stakeholder Consultation:

- Conduct interviews and focus groups with key stakeholders, including elected officials, senior management and key staff members.

3. Organizational Analysis:

- Evaluate the current organizational structure, roles, and responsibilities.
- Assess the adequacy of current staffing levels, skills, and ability to expand for future growth.

4. Service Delivery Assessment:

- Review the Municipality's service delivery model, including the range and quality of services provided to residents (ex. Fire services).
- Benchmark service delivery against similar municipalities in Nova Scotia or other rural regions.

5. SWOT Analysis:

- Conduct a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis to identify internal and external factors that may impact the municipality's structure.

6. Recommendations:

- Provide detailed recommendations for organizational restructuring and human resource allocation.

- Develop an implementation plan with prioritized actions, timelines, and resource requirements for staffing levels to keep up with operational growth.

7. Reporting:

- Prepare a draft report outlining the findings, analysis, and recommendations.
- Present the draft report to the municipal council and senior management for feedback.
- Finalize the report based on feedback received and present the final report to the municipality.

Project Schedule

The consultant will be expected to provide the following deliverables for the first project:

1. **Inception Report:** A report outlining the consultant’s understanding of the project scope, methodology, and work plan, including a timeline for completion. Early December 2024
2. **Stakeholder Engagement Summary:** A summary of the stakeholder consultation process, including key themes and insights gathered. January 2024
3. **Draft Organizational Review Report to Management:** A draft report detailing the findings, analysis, and recommendations. Early February 2024
4. **Final Organizational Review Report:** A comprehensive final report incorporating feedback from the draft report presentation. By end of February 2024
5. **Presentation of Report :** A presentation of the final report to the municipal council and senior management team. March 2024

SUBMISSION INSTRUCTIONS

How to submit an offer

Offers can be submitted to Erin Hartley, Deputy CAO, Municipality of the District of Shelburne, in one of the following ways:

- a) Mail: P.O. Box 280, Shelburne NS, B0T 1W0
- b) In-person: Municipal Administration Building, 414 Woodlawn Drive, Shelburne
- c) Email: erin.hartley@municipalityofshelburne.ca

Offers shall be received no later than **4:00 pm on Friday, November 1, 2024.**

No offer or amendment of a offer shall be considered if received on a date or at a time later than specified in the Request for Standing Offer. Late offers will be returned unopened.

The Client reserves the right to issue addendum(s), amend the Request for Standing Offers document or reissue a revised Request for Standing Offer document.

Standing Offer Submission Requirements

Respondents are requested to clearly mark their submission “RSO - Municipal Management Consultant Services” to the contact noted above prior to 4:00 pm, Friday, November 1, 2024.

Proponents are solely responsible for the method of conveyance of their offer to the receiving point.

Responsibility for the submission of a offer at the proper location within the proper times is that of the proponent submitting the offer and the Municipality assumes no responsibility.

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

An amendment of offer shall not reissue the total offer but shall show the part(s) of the proposal to be amended; or the information missing from the original Standing Offer Submission.

If the offer and amendment are found to be a valid submission, then the original offer shall be updated to reflect the amendment.

Offers are to include the following:

A. General Standing Offer

1. **Consultant’s Qualifications:** A description of the consultant’s experience and qualifications, including examples of similar projects completed. Municipal and Local Government understanding is a major asset.
2. **Methodology and Approach:** A detailed description of the methodology, approach, plan for undertaking municipal management consulting services.
3. **Team Composition:** Information on the team members, including their roles, qualifications, and experience.
4. **Budget:** A detailed budget outlining all costs associated with consulting services, including consultant fees (broken down if different based on project types), travel expenses, and any other related costs.
5. **References:** Contact information for at least three references from previous clients who can speak to the consultant’s performance on similar projects.

B. First Project – Organizational Structure Review

1. **Work Plan and Schedule:** A detailed work plan with a timeline for completing each task and delivering the final report as noted in the scope of work and project schedule sections of this RSO.

2. **Budget:** Provide a detailed budget outlining all costs associated with this project as noted in this project's scope of work.

Fee Schedule

Provide a fee schedule along with a description that provides a breakdown of budget costs as noted in the submission requirements.

Provide an outline of invoicing, payment, billing cycle expectations.

Provide a list, if applicable, for excluded services and/or additional fees related to those services should the Municipality wish to engage those services at an additional cost.

Depending on available budget, the Municipality reserves the right to negotiate additional work related to this RSO with the successful proponent.

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.

OPENING, EVALUATION AND SELECTION PROCESS

Opening

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

Rejection of Offer Submissions

A offer submitted in response to this Request for Standing Offers may be rejected and the offer not considered if the offer:

- a) Does not contain any addendum(s) that have been issued by the Client;
- b) Is the second offer submitted by the same proponent, in which case all offers submitted by the submitter shall be rejected;
- c) Omits any information required by, or fails to comply with, any provisions of the Request for Standing Offers document.

Evaluation Criteria

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

1. **Relevant Experience and Qualifications:** The consultant’s experience management consultation services for rural municipalities or similar organizations.
2. **Proposed Methodology and Approach:** The appropriateness and thoroughness of the proposed methodology and approach.
3. **Work Plan and Schedule:** The feasibility and clarity of the proposed work plan and timeline for completion of the first project.
4. **References:** Feedback from references regarding the consultant’s performance on similar projects.
5. **Budget:** The cost-effectiveness of the offer in relation to the scope of work and other offers.

Evaluation Criteria	Score
Relevant Experience and Qualifications	20%
Methodology and Approach	20%
Work Plan and Schedule	20%
References	10%
Budget	30%
Total Score	100

The offer must show how the proponent is capable of delivering each of the items outlined in the scope of work.

The contract will be awarded to the proponent that scores the highest on the evaluation, and the general proposal satisfactorily meets the expectations of the evaluation committee.

In the event that no satisfactory offers are received, the Municipality reserves the right to re-issue the RSO.

Once a conditional award is made, any concerns with the offer which have been brought out through the evaluation process may be negotiated with the selected proponent. Final award will be subject to execution of a standing offer contract.

It is acknowledged that the contents of offers submitted in response to this RSO are confidential and shall not be released to other parties.

TERMS AND CONDITIONS

Agreement

By submitting an offer in response to this RSO, the Proponent agrees to abide by the terms and conditions outlined in this RSO. All offers shall remain irrevocable unless withdrawn in writing prior to the designated closing time.

Privilege

The Client reserves the right to:

- a) Modify the terms of this RSO at any time at its sole discretion.
- b) Suspend or cancel the RSO at any time for any reason without penalty.
- c) Reject any or all offers, 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 offer.
- 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 respondents to submit further offers 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 respondent(s) if there is an existing or recent business or personal relationship which can be perceived as causing a conflict of interest. Offers shall contain a declaration of conflict of interest.
- h) Reject any offer if after an investigation of the evidence submitted by the proponent 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 RSO 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 RSO process without written permission of the Municipality.

The successful proponents will be permitted access to files and reports that relate to this RSO. 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 offer 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 RSO is being conducted with public funds, and the fees and expenses proposed in the successful submission may be made public.

Law

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

In responding to this RSO, 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 RSO 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 Municipality shall have the right to withhold, from any sum otherwise payable to the Proponent, such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same. Invoices are to be forwarded to the Municipality's Chief Administrative Officer or other contact as specified in the final Contract.

Subcontractors

Proponents are responsible for obtaining the 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 RSO and by submitting an offer, 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 of Creditors or it a Receiver is appointed for its assets.

Notice to Perspective Proponents

- a) The information contained in this RSO 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 RSO, the Proponent represents and warrants that such proposal is genuine and not false and collusive or made in the interest or in behalf of any person therein named, and that the proponent has not, directly or indirectly, induced or solicited any other proponent to put in a false bid, or any other person, firm or corporation to refrain from submitting an offer, and that the proponent has not in any manner sought by collusion to secure to the proponent an advantage over any other proponent.
- 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 offer(s), 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 RSO may cause its rejection.
- d) The Proponent, by submitting an offer, 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 documents; that he/she has checked their offer for errors and omissions; that the amounts stated in his/her offer 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 RSO process and not enter into a contract with anyone regarding the RSO.

Procurement of Additional Services

The Client 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 offer.
- b) The Proponent shall confirm in their submission that the Proponent agrees to abide by the terms and conditions outlined in the RSO. 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 offer 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 offer.
- d) The Proponent is entitled to amend its offer at any time before the closing time. After the closing time, the consultant will not change the wording or content of its offer and no words will be added to or deleted from the offer, including changing the intent or content of the presentation of the offer, 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 offer, presentation of the offer, 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. Offers 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 RSO and by submitting an offer, 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 RSO is the property of the Municipality.

The successful Proponent is expected to maintain a log and have the ability to submit both paper and digital copies (.pdf, .doc, etc.) of all work completed to the Municipality, if requested.

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

Quotations & Payment

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

HST

The fees and charges 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 Client 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 RSO. The Proponent remains responsible for maintaining the required insurance even if the certificates are never exchanged and/or requested.

It is also expected that respondents 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 RSO must be directed to the Municipality at least five (5) business days prior to the submission date, (through e-mail) to:

Erin Hartley, Deputy Chief Administrative Officer: erin.hartley@municipalityofshelburne.ca

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 formal responses by the Municipality (addenda) will form part of the Request for Standing Offers process.

Proponents may be advised by addenda, via the provincial procurement website and/or municipal websites, of required additions, deletions or alterations in the requirements of the Request for Standing Offers documents. It is the responsibility of the proponent to check the websites to ensure all information has been obtained. All such changes shall become an integral part of the Request for Standing Offers documents and shall be allowed for in the evaluation process.

Notification

Submissions will be assessed and proponents may be contacted to answer questions or to present

their offer. The unsuccessful respondents will be informed in writing.

Contract Award

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