



County Council

Meeting Date: November 9, 2021

Submitted by: Marci Ivanic, Manager of Legislative Services/Clerk and Chris Bailey, ITS Manager

SUBJECT: REQUEST FOR PROPOSALS FOR COMMUNICATIONS STRATEGY

BACKGROUND:

The COVID-19 pandemic has required municipalities across Ontario to rely predominantly on virtual methods of communicating with internal and external stakeholders. It has also highlighted the importance of having a coordinated and consistent approach to communications in order to safeguard service delivery and ensure timely and effective communication with the public.

As more residents and businesses rely on digital media for news and information, it is essential that municipalities utilize social media and other digital platforms as part of their communications toolkit. It is also essential that these platforms be used strategically and in coordination with other communications channels in order to maximize communications reach and engagement.

Staff has identified the need to modernize the County's communications policies and procedures in response to COVID-19. The modernization process will allow the County to evaluate its current communications practices to ensure that its communications efforts support the County's strategic plan and reflect the needs and priorities of individual service areas.

To facilitate the modernization process, staff issued a Request for Proposals ADM-01-21 for a qualified and experienced third party consultant to develop a comprehensive communications strategy designed to support the County's communications goals and objectives and to ensure a coordinated and consistent approach to communications across channels and departments.

ANALYSIS:

The mandatory requirements of Request for Proposals ADM-01-21 were broken down into three phases. Phase I contemplates a review of existing communications policies

and procedures, an evaluation of institutional knowledge and competencies and the development of clear communications goals and objectives. Phase II requires the successful proponent to build a comprehensive communications strategy based on the results of Phase I. The communications strategy built in Phase II will provide guidance to staff in a number of areas including the appropriate platforms to utilize (e.g., social media, website, media release, print), the scope and nature of content to be shared and the audiences to be targeted. Phase III requires the development of policies and procedures for staff to implement the strategy developed in Phase II. The policies in Phase III will also provide guidance to members of County Council to help broaden the County's communications reach. The RFP sets a project completion date of March 16, 2022.

The RFP was uploaded to Middlesex County's Bids and Tenders system on September 22, 2021 with a closing date for submissions of October 22, 2021. Submission reviews occurred the week of October 25, 2021 with the Evaluation Committee. Five proposals were received and evaluated by the Evaluation Committee pursuant to a Rated Requirements Evaluation Criteria and Methodology as set out in the RFP to establish the proposal that represents the best overall value. Evaluation criteria included strength of mandatory requirements, experience and qualifications, professionalism of proposal and the proposed pricing model.

FINANCIAL IMPLICATIONS:

The successful respondent was Boulevard Strategy Group (BLVD). BLVD provided a total project price of \$39,800.00 (plus HST). This pricing includes all requirements outlined in the RFP. The development of the communications strategy will require County staff input and time to ensure project success.

As this initiative is required to adapt and respond directly to COVID-19, staff recommends that the project be funded from the provincial funding received by the County to address COVID-19 related operating pressures.

ALIGNMENT WITH STRATEGIC FOCUS:

This report aligns with the following Strategic Focus, Goals, or Objectives:

Strategic Focus	Goals	Objectives
Cultivating Community Vitality	Advance a diverse, healthy, and engaged community across Middlesex County	<ul style="list-style-type: none"> • Promote and support community wellness • Innovate social and community services • Attract, retain, and engage youth in our community • Champion and encourage active transportation and public transit opportunities
Strengthening Our Economy	Encourage a diverse and robust economic base throughout the county	<ul style="list-style-type: none"> • Support opportunities to create a stronger and sustainable agricultural sector • Create an environment that enables the attraction and retention of businesses, talent, and investments • Attract visitors to Middlesex County • Support the development and prosperity of downtown core areas in Middlesex County
Promoting Service Excellence	Innovate and transform municipal service delivery	<ul style="list-style-type: none"> • Anticipate and align municipal service delivery to emerging needs and expectations • Engage, educate and inform residents, businesses, and visitors of county services and community activities • Strengthen our advocacy and lobbying efforts with other government bodies • Collaborate with strategic partners to leverage available resources and opportunities • Build organizational capacity and capabilities

RECOMMENDATION:

THAT County Council accept the Evaluation Committee's recommendation to award the RFP to Boulevard Strategy Group and approve the attached Professional Consulting Services Agreement; and

THAT the necessary By-law be presented to County Council to authorize the Warden and the County Clerk to execute the Agreement.

Attachment: Professional Consulting Services Agreement

PROFESSIONAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT effective the 9th day of November, 2021.

B E T W E E N:

THE CORPORATION OF THE COUNTY OF MIDDLESEX
(hereinafter referred to as the “**Client**” or the “**County**”)

OF THE FIRST PART

- and -

BOULEVARD STRATEGY GROUP
(hereinafter referred to as the “**Consultant**”)

OF THE SECOND PART

hereinafter collectively referred to as the “**Parties**”

WHEREAS:

- A. The Client is a duly incorporated upper-tier municipality in the province of Ontario, which received funding from the Province of Ontario (hereinafter referred to as the “**County Funding**”) to provide for the development of a comprehensive communications strategy to ensure a coordinated and consistent approach to communications across the County departments and communications platforms (hereinafter referred to as the “**Project**”);
- B. The County issued and administered County RFP no. ADM-01-21, which is attached hereto as **Schedule “A”** and forms a part of this Agreement (hereinafter referred to as the “**RFP**”);
- C. The RFP evaluation committee recommended that the Consultant be awarded a contract and County Council provided delegated authority for this Agreement to be entered into between the Parties; and
- D. The County Funding will cover the cost to pay the Consultant for the Project other than the cost of applicable H.S.T.

NOW THEREFORE this Agreement witnesseth that for the monetary and other consideration hereinafter agreed to, the sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. ARTICLE 1 – GENERAL CONDITIONS

1.1. Recitals

The above recitals are true and are hereby incorporated into this Agreement by reference.

1.2. Covenants

All representations and obligations contained in this Agreement, even if not expressed to be covenants, shall be deemed to be covenants.

1.3. Retainer

The Client hereby retains the services of the Consultant in connection with the Project.

1.4. Consulting

The Consultant hereby agrees to provide the services defined in Article 2 under the general direction and control of the Client.

1.5. Compensation

The Client shall pay the Consultant on an entire Project-Basis for the Services in accordance with Articles 3.2.1 and subject to Article 3.2.2.

1.6. Staff and Methods

The Consultant shall perform the services under this Agreement with that degree of care, skill and diligence normally provided in the performance of such services at the time such services are rendered and as required by the Client. The Consultant confirms that it employs and retains competent staff and sub-consultants who will be under the supervision of Erin O'Hoski, the Consultant's Project Lead.

1.7. Documents

Subject to Article 3.2, documents or copies thereof required for the Project shall be exchanged between the Parties on a reciprocal basis. The final deliverable report prepared by the Consultant for the Client are "work for hire" and shall become the shared property of the County identified in the final deliverable report.

1.8. Intellectual Property

The Consultant shall transfer, assign and convey to the County all of the Consultant's right, title, interest and ownership in and to the deliverables and final report produced for the Client in connection with the Project (hereinafter referred to as the "**Intellectual Property**").

1.9. Records and Audit

- a) In order to account for the Project-Basis lump sum fee on a time basis, the Consultant shall keep a detailed record of total hours worked by its staff and sub-consultants on the Project and a detailed record of total hours worked by its staff and sub-consultants on each portion of the comprehensive communication strategy.
- b) The Client may inspect timesheets of the Consultant during regular office hours with respect to any item which the Client has a question or query.

1.10. Additional Services and Follow-on Contracts

There are no optional deliverables or additional services beyond that which are defined as the Services herein, being 1) identify/develop communication goals and objectives for the County and individual service areas; 2) skillfully build a communications strategy to meet the County's communications goals and objectives; and 3) develop policies and procedures to implement the communications strategy built in a one report in return for the compensation set out in Articles 3.2.1 subject to Article 3.2.2. There shall be no increase in fees or compensation for the Project that exceeds the Upset Limit, as defined herein. Where a maximum number of hours are identified in the Proposal for a particular task or component of the Project, the Consultant shall complete the task in the allotted time and no additional time will be used or charged by the Consultant. This Article 1.10 prevails over Sections 5(c) page 12 of the Proposal. Following the completion of the Project, the County may for themselves and at their discretion, agree in writing with the Consultant to receive such follow-on services related to the review that the County may be interested in.

1.11. Suspension or Termination

Either party may at any time by notice in writing to the other party, suspend or terminate the Services or any portion thereof at any stage of the Project. Upon receipt of such written notice from the Client, the Consultant shall perform no further Services other than those reasonably necessary to close out its Services. In such an event, the Consultant shall be entitled to payment from the Client for the Consultant's Services, up to the date of suspension or termination.

If the Consultant ceases its Services, or ceases operation prior to completion of the Services, this Agreement shall terminate as of the earliest date upon which the Consultant either ceases providing its Services to the Client, dissolves, or ceases operations as a limited liability partnership.

1.12. Independent Contractor:

The Consultant acknowledges that in providing the Services, it does so as an independent contractor and for the sole purpose of performing the Services. Neither the

Consultant nor any of its personnel or any retained sub-consultants are engaged as an employee, servant or agent of the County.

1.13. Employees/Occupational Health and Safety/Workplace Injuries:

The Consultant shall ensure that its employees and any retained sub-consultants adhere to all applicable laws, health and safety standards and industry standards and that the Consultant shall be fully responsible and for any and all work related injuries of its employees or sub-consultants. The Consultant hereby acknowledges and agrees that where the provisions of the *Occupational Health and Safety Act* of Ontario and Regulations apply to the Services provided, all of the responsibilities and obligations imposed upon the Consultant under such Act must be assumed by the Consultant.

1.14. Confidentiality:

The Consultant acknowledges that any and all information relating to the business and affairs of the County that is not a matter of public record is confidential. Unnecessary access, unreasonable access, copying, duplication, publication or any other means of communication of County information is strictly prohibited. The Consultant shall ensure that all information of the County.

1.15. Indemnification:

The Consultant shall be fully responsible for the Services provided by the Consultant and any retained sub-consultants.

The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client and each of their respective employees, officers, agents, Councillors and/or legal counsel may suffer as a result of the negligent acts, errors or omissions of the Consultant, its employees, officers, agents or retained sub-consultants in the performance of this Agreement.

1.16. Insurance:

a) Comprehensive General Liability and Automobile Insurance:

The Insurance Coverage shall be \$5,000,000 per occurrence and in the aggregate for general liability and \$5,000,000 for automobile insurance. When requested, the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Change in Coverage:

It is understood and agreed that the coverage provided by policy identified in Article 1.11(a) above will not be changed or amended in any way nor cancelled by the Consultant until thirty (30) days after written notice of such change or cancellations has been personally delivered to the Client.

In the event the Client makes a request to have the amount of coverage increased or for the Client to obtain other special insurance for the Project, then the Consultant shall endeavour forthwith to obtain such commercially reasonable increased or special insurance at the Client's expense.

c) Use of Vehicles:

The Consultant warrants that it shall not conduct any operations or services associated with the Project which involves its staff's use of any owned or unowned vehicles.

1.17. Assignment

Neither party may assign this Agreement without the prior consent in writing of the other.

1.18. Previous Agreements

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.19. Consultant Personnel & Sub-consultants

The use of the Consultant's personnel and sub-consultants on a time basis shall be in accordance with the personnel and sub-consultant list provided in accordance with section 1.24.1. The Consultant may retain sub-consultants for the Project at its discretion, subject to: section 1.24 personnel and sub-consultant list; the Consultant being fully responsible for any sub-consultants as set out in section 1.15; and adherence to the Basis of Payment, Upset Limit and Accounting as set out in section 3.2.

1.20. Publication

The Consultant agrees to obtain the consent in writing of the Client before finalizing the final deliverable report to be provided to the Client Project Administrator.

1.21. Confidential Data

The Consultant shall not divulge any specific information identified as confidential, communicated to or acquired by it, or disclosed by the Client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Consultant by a third party without obligation of confidentiality, which is independently developed by the Consultant without access to the Client's information, or which is required to be disclosed by law or by court order. No such information shall be used by the Consultant on any other project without the approval in writing of the Client.

1.22. Dispute Resolution

Upon written request to resolve disputes sent by one party to the other, the parties shall to resolve all disputes arising out of or in connection with this Agreement pursuant to this section. Disputes include but are not limited to the interpretation of this Agreement and disagreements with regards to the legal relationship associated with this Agreement. Upon receipt by the receiving party of a written request to resolve disputes, the parties shall first attempt to resolve all disputes by way of formal negotiation between the parties and their appointed representatives. If the disputes cannot be settled within 30 days from the receipt of the written request to resolve disputes by the receiving party, then the parties shall enter into a structured negotiation on a without prejudice basis with the assistance of a mediator appointed by them. If the disputes cannot be settled within 90 days from the receipt of written request to resolve disputes by the receiving party, or such longer period as may be agreed to by the parties, the parties shall, refer the matter forthwith to arbitration under the rules of the province of Ontario or to an arbitrator appointed by the agreement of the Parties. The arbitration shall finally resolve the disputes.

1.23. Time

The Consultant shall perform the Services expeditiously to meet the requirements of the Client and shall complete any portion or portions of the Services as set out in the Implementation Plan and Timeframe in Article 1.24.2.

The Client shall respond within a reasonable amount of time when instructions are required from the Client, so as not to delay the work of the Consultant.

Neither party shall be liable or penalized for delays or failure to perform its services if same is caused directly or indirectly by circumstances beyond a party's reasonable control, including, but not limited to, acts of God, fire, flood, war (declared and undeclared), acts of terrorism, sabotage, accident, labour dispute, shortage, government action including regulatory requirements, changed conditions, or site inaccessibility. Should any of the above occur, then the schedule shall be adjusted for such delay.

1.24. Estimates, Schedules and Personnel and Sub-consultant List

1.24.1. Personnel and Sub-Consultant List

The Consultant shall provide to the Client a personnel and sub-consultant list showing the individuals, classifications and hourly rate amounts that will be applied to the cost of the Project.

1.24.2. Implementation Plan and Timeframe

The Consultant shall provide the Services in accordance with the following Implementation Plan and Timeframe, which updates the Implementation Plan and Timeframe initially provided on page 10 chart of the Proposal:

Task	Date
Phase 1 – Research & Findings	November 10, 2021 – December 27, 2021
Phase 2 – Communications Strategy	January 3, 2022 – February 7, 2022
Phase 3 – Policies & Procedures	February 7, 2022 – March 7, 2022
Final report & toolkit submitted	March 26, 2022

1.24.3. Timeframe Commitments of Client

The Consultant's obligation to provide the Services in accordance with the Implementation Plan and Timeframe in Article 1.24.2 is contingent on the Client meeting applicable deadlines and being available for specified dates for interviews and meetings.

1.25. Reporting of Progress

The Consultant shall provide a monthly reporting on progress of the Project or as otherwise requested by the Client.

1.26. Additional Conditions

This Agreement includes the provisions of this Agreement, the Client's Proposal (*Schedule "B"*) and the RFP (*Schedule "A"*), which shall be read together in forming this Agreement. In the event there is a conflict between the provisions of this Agreement and its Schedules, the provisions of this Agreement shall prevail.

2. ARTICLE 2 – SERVICES

2.1. The Services

The Consultant shall carry out: 1) identify/develop communication goals and objectives for the County and individual service areas; 2) skillfully build a communications strategy to meet the County's communications goals and objectives; and 3) develop policies and procedures to implement the communications strategy built in one report and toolkit in return for the compensation set out in Articles 1.23.1 and 3.2.1 and subject to Article 3.2.2 (hereinafter referred to as the "**Services**"), which it will provide to the Client's designated Project Administrator to be shared with the County.

The Services shall be provided as outlined in the Client's Proposal to RFP no. ADM-01-21, subject to any clarifications in this Agreement which prevail in the event of conflict with the content of the Proposal. The Client's Proposal is attached hereto as **Schedule "B"** and forms a part of this Agreement.

The Services do not include any implementation of any recommendations, staff training, or drafting of procedures, policies, by-laws or templates.

The Client's designated Project Administrator is Ms. Marcia Ivanic:
mivanic@middlesex.ca.

3. ARTICLE 3 – COMPENSATION

3.1. Definitions

For the purpose of this Agreement, the following definitions shall apply:

(a) Cost of the Work:

- (i) The "**Cost of the Work**" shall mean the total cost of the Project including all necessary means, including all labour, services, materials, equipment, overhead, profit and disbursements, excluding H.S.T. to complete the Services. The compensation owing to the Consultant will be adjusted upwards by a factor equivalent to H.S.T.

(b) Site:

The site of work shall be at workplace(s) of the Consultant. The Consultant has confirmed that there shall be no travel to Middlesex County and no travel at all involved in performing the Services for the Project.

3.2. Basis of Payment

3.2.1. Total Lump Sum Fee on a Project-Basis

The Client shall pay the Consultant in accordance with the Payment Schedule set out in section 5(c) page 12 of the Proposal, marked Total. That Consultant shall adhere to the total lump sum fee of thirty-nine thousand, eight hundred dollars (\$39,800.00), plus H.S.T. for the Project, subject to the Upset Limit identified in Article 3.2.2. There are no optional deliverables or additional services with respect to the Services to be provided, as set out in Article 1.10.

3.2.2. Upset Limit

Notwithstanding any other provision of this Agreement, the Consultant hereby acknowledges and agrees that the compensation for the Services shall at no time exceed the agreed upon lump sum fee of thirty-nine thousand, eight hundred dollars (\$39,800.00), plus H.S.T. and thirty-nine thousand, eight hundred dollars (\$39,800.00), plus H.S.T., which constitutes an absolute Upset Limit for the Project.

3.2.3. Accounting of Cost on a Time Basis

While the consulting costs of the Project are being compensated on a Project-Basis in accordance with Article 3.2.1 subject to the Upset Limit in Article 3.2.2, the Consultant shall provide the Client with accounting on the use of hours by the Consultant and retained sub-consultants at the end of each Phase of the Project, including at the time of the final report.

4. ARTICLE 4 - GENERAL PROVISIONS

4.1. Notices:

Any notice or any other communication required or permitted to be given under this Agreement shall be in writing. E-mail correspondence shall be considered to be 'in writing' and shall be deemed effective if and at the time delivery is confirmed to the e-mail addresses of the representative officer of a party listed below or to such other e-mail address as provided by a party in writing during the course of this Agreement to serve as an e-mail address to which notice may be provided. Notice may also be effected if delivered by registered mail or personal delivery and/or by courier with receipt verified by signature, to the officer position noted below for a party or to such other address as may be provided by a party in writing during the course of this Agreement to serve as an address and officer to which notice may be provided. Notice shall be deemed effective at the time of delivery.

Any notice in writing may be delivered to each of the parties by delivering to the acting officers and addresses set out below:

To Boulevard Strategy Group:

15 Nursery Lane,
Fonthill, Ontario L0S1E1
Attn: Erin O'Hoski, Project Lead
E-mail: erin@boulevardstrategy.com

To the Corporation of the County of Middlesex:

County Building
399 Ridout Street North
London, Ontario N6A 2P1
Attn: Marcia Ivanic, Project Administrator
E-mail: mivanic@middlesex.ca

or to any other address as any party may at any time advise the other of, in writing.

4.2. Waiver of Rights:

Any waiver of, or consent to depart from the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the party giving the waiver, and only in the specific instance and for the specific purpose for which it has been

given. No failure on the part of any party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.

4.3. Governing Law:

This Agreement is governed by and is to be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province.

4.4. Entire Agreement, Modifications, and Severability:

The Parties acknowledge that this Agreement constitutes the entire Agreement between them and supersedes all prior representations, warranties, agreements, and understandings, oral or written, between the Parties with respect to its subject matter. Unless stated otherwise in this Agreement, this Agreement may not be modified except in writing signed by both parties. If any element of this Agreement is later held to violate the law or a regulation, it shall be deemed void, and all remaining provisions shall continue in force.

4.5. Counterparts and Electronic Endorsement:

This Agreement may be executed and initialed by the Parties by original or electronic signature and be delivered by the parties in separate counterparts by e-mail or other functionally equivalent electronic means of transmission. Execution and delivery copy of this Agreement as set out above shall be deemed to effectively bind the parties and meets the requirements of the *Electronic Commerce Act 2000*, S.O. 2000, c. 17, as amended or replaced. Each counterpart will be considered an original and each, when held together, shall constitute one and the same instrument.

[ONE (1) ENDORSEMENT PAGE FOLLOWS]

IN WITNESS WHEREOF this Agreement has been executed by the Parties hereto on the date(s) set out below and the Parties agree that this Agreement shall be effective on the date as set out at the top of page one (1) of this Agreement.

SIGNED, SEALED AND
DELIVERED in the
presence of:

**THE CORPORATION OF THE COUNTY OF
MIDDLESEX**

Date: _____

Per: Marcia Ivanic
Title: Clerk

Per: Cathy Burghardt-Jesson
Title: Warden

*We have authority to bind the Municipal
Corporation*

SIGNED, SEALED AND
DELIVERED in the
presence of:

Boulevard Strategy Group

Date: _____

Per: Erin O'Hoski
Title: Principal

*I have the authority to bind the Sole
Proprietorship.*

SCHEDULE A

To be inserted in final document

SCHEDULE B

To be inserted in final document