



Social Services | Services Sociaux
Zhawenimi-Anokiitaagewin
Sault Ste. Marie District

Here to help.
Ici Pour Aider.

District of Sault Ste. Marie Social Services Administration Board

Request for Proposal
2018-01

Legal Services

Date Issued: January 29, 2018
Closing Time: February 28, 2018

TABLE OF CONTENTS

1 DEFINITIONS3
2 INSTRUCTIONS TO PROPONENTS4
3 BACKGROUND4
4 GOALS AND OBJECTIVES5
5 SCOPE OF SERVICES5
6 PROPOSAL CONTENT6
7 EVALUATION6
8 PROPOSAL GENERAL TERMS AND CONDITIONS6
9 GENERAL CONDITIONS OF THE CONTRACT9

PROPOSAL SUBMISSION FORM12

1 DEFINITIONS

Agreement: means the contract between DSSMSSAB and a Successful Proponent(s) with respect to the Services contemplated by the RFP, and shall be deemed to include the terms and conditions for the provision of the Services as set out in this RFP.

Board: means the nine locally elected political representatives on the DSSMSSAB. The Board consists of six representatives from Sault Ste. Marie, one representative from Prince Township and two representatives from the Sault North Planning Board Area.

DSSMSSAB: means District of Sault Ste. Marie Social Services Administration Board.

Closing Date: means the date and time as set out in section 2.1 Proposal Submission and Closing Date.

Consultant: means the Successful Proponent(s) with whom DSSMSSAB enters into an Agreement.

MFIPPA: means the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56.

Preferred Proponent: means the Proponent(s) whose Proposal, as determined through evaluation analysis described in the RFP, provides the best overall value in meeting DSSMSSAB's requirements, and may be recommended for award.

Proposal: means an offer submitted by a Proponent in response to this formal RFP which includes all documents necessary to satisfy to the submission requirements of the RFP.

Proponent: means a legal entity, being a person, partnership, firm or corporation that submits a proposal in response to a formal RFP.

RFP: means this Request for Proposal package in its entirety, which includes all sections, appendices, schedules, and attachments as listed in the Table of Contents and any addenda that may be issued by DSSMSSAB.

Selection Committee: means relevant representation of the DSSMSSAB and such other persons as may be selected by DSSMSSAB to evaluate the Proposals.

Services: means all services and deliverables to be provided by a Consultant as described in this RFP.

Site Authority: means the DSSMSSAB designate specified with authority pertaining to the provision of Services.

Successful Proponent(s): means the Proponent(s) whose Proposal is recommended for award to DSSMSSAB Board or Board designate.

2 INSTRUCTION TO PROPONENTS

2.1 Proposal Submission and Closing Date

Each Proponent is required to submit one (1) copy of their Proposal electronically to: l.bruni@socialservices-ssmd.ca. Alternatively, a Proponent may opt to submit two (2) hard copies of their Proposal in a sealed package to:

Louie Bruni
Contract Compliance Manager
The District of Sault Ste. Marie Social Services Administration Board
Elgin Tower, 390 Bay St. Suite 405
Sault Ste. Marie, ON P6A 5L8

The email or package should be clearly marked “RFP 2018-01 Legal Services”, and include the Proponent’s name and return address.

The Proposal submission must be delivered **no later than 1:00 p.m. local time on Wednesday, February 28, 2018.**

The Proponent must assume full responsibility for delivery and deposit of the completed Proposal. DSSMSSAB accepts no responsibility for any loss or delay with respect to Proposals that are delivered to any location other than that specified.

2.2 Enquiries/Addenda

Questions are to be submitted in writing no later than seven (7) calendar days prior to the Closing Date and sent to l.bruni@socialservices-ssmd.ca.

DSSMSSAB shall determine, at its sole discretion, whether the query requires a response, and such responses will be made available to all Proponents on the DSSMSSAB website.

No oral conversation will affect or modify the terms of this RFP or may be relied upon by the Proponent.

3 BACKGROUND

The District of Sault Ste. Marie Social Services Administration Board (DSSMSSAB) is inviting prospective Proponents to submit Proposals for the provision of Legal Services. The Services will be contracted to the Board on a non-exclusive and “as needed basis”, with no guarantee of any volume of work. The Agreement will be open-ended with no fixed term.

DSSMSSAB is mandated by provincial legislation to manage the delivery of Social Services - social assistance (Ontario Works), early years services, social housing services, and emergency medical services (land ambulance) on behalf of municipalities and residents of unincorporated territories in the District of Sault Ste. Marie. The District includes Sault Ste. Marie, Prince Township and 31 unincorporated townships from Sault Ste. Marie to Montreal River.

4 GOALS AND OBJECTIVES

By issuing this RFP, the Board intends to select a Legal Firm(s) that, through the evaluation process of this RFP, is found to be the best qualified and most suitable firm(s) to provide the Services required considering cost, experience and the best interest of the DSSMSSAB.

5 SCOPE OF SERVICES

The following is a list of the Services that Social Services identified as requirements for the duration of this contract; however, a professional solicitor may see instances where Social Services has not addressed a particular need for service. The Services include legal advice surrounding:

1. Labour and Employment

- a. Collective agreement grievances, pay equity, mediations and arbitrations;
- b. Collective bargaining (One agreement expiring January 31, 2019);
- c. Allegations of employee misconduct and disciplinary matters including terminations;
- d. Accommodations and accommodation review process;
- e. Violence and harassment in the workplace;
- f. Review and interpretation of collective agreements.

2. Human Rights and Tribunals

3. Contract Law

- a. Assistance in developing boilerplates for service agreements in accordance with federal and provincial funding requirements;
- b. Providing feedback on contract development with a focus on risk management;
- c. Providing advice regarding contract non-compliance and vendor relationships.

4. Property matters

- a. Acquisition of property;
- b. Divestiture of properties;
- c. Disposal of surplus properties;
- d. Land registry searches;
- e. Registration on titles;
- f. Mortgage renewals.

5. Governance

- a. By-laws;
- b. Conflicts of interest;
- c. Legal responsibilities and liabilities;
- d. Academic, legal, financial and operational accountability.

6. Corporate Law with a focus on Not-For-Profits

- a. Sole Shareholder relationships
- b. Development Corporations
- c. Contract liens, clearance certifications, certifications of completion

7. Civil Matters

8. Planning and Construction

9. Other

- a. Experience with the following: DSSAB Act, Ambulance Act, Child Care and Early Years Act, Ontario Works Act, Ontario Disability Support Program Act, Housing Services Act, Municipal Act;
- b. Personal Information Protection and Electronic Documents Act (PIPEDA);
- c. Municipal Freedom of Information and Protection of Privacy Act (MFIPPA);

- d. Lawsuits – liability, contractual, punitive damages;
- e. Review of selected Board policies and administrative guidelines;
- f. Procurement;
- g. General legal advice.

6 PROPOSAL CONTENT

1. Profile of the firm including breadth of other social services sector legal engagements, social services board clients and recent social services sector experience within Ontario;
2. Location and staffing, listing names, professional qualifications including areas of professional focus, specialist certifications, and years of experience;
3. Confidential schedule of hourly rates (and any required retainer amounts) for the various levels of staff assigned to the Board;
4. Resource and support services available including initial response time to inquiries and capacity to provide feedback within short timeframes;
5. Corporate philosophy and any program dealing with quality assurance;
6. Preliminary assessment of the firm’s understanding of the work to be performed;
7. Ability to provide services in both official languages;
8. Outline any other additional services that may be required and available.

7 EVALUATION

Proposals will be evaluated using a best value approach considering both merit and price. The Selection Committee will rank the Proposals for each of the Services outlined based on the responses to information requested. DSSMSSAB will evaluate the expertise, breadth and depth of Services available, resources available, response time, and rates.

It is understood that a Proponent may not necessarily be able to provide specialized expertise for all of the Services as outlined in this RFP. Proponents are invited to submit a Proposal in their area of expertise. DSSMSSAB recognizes that we may be required to contract and obtain the Services through more than one Consultant, although the evaluation will give consideration to the breadth of Services available through each firm.

It should be understood that the highest scored proposal may not necessarily be selected.

8 PROPOSAL GENERAL TERMS AND CONDITIONS

8.1 Proposal Withdrawal and Acceptance Period

A Proposal may be withdrawn at the office of the Contract Compliance Manager at any time by a request in writing signed by the Proponent. A Proponent who has withdrawn a Proposal may submit a new Proposal, but only in accordance with the terms of this RFP.

DSSMSSAB requests that the Proposal remain open for acceptance until sixty (60) days after the Proposal Closing Date, or until such time as mutually agreed upon in writing.

8.2 Alternate Proposals

Proponents may submit an alternate Proposal provided it complies with the essential requirements set forth in the RFP and contains adequate justification, including costs. Alternate Proposals should be marked as such, and included in a single package with any other Proposal being submitted. It will be at the sole discretion of the Selection Committee to determine if an alternate Proposal is acceptable and to be further considered for evaluation. Alternate Proposals will be individually evaluated. Proposals that do not comply with the essential requirements are not encouraged and will be rejected.

8.3 Solicitation of DSSMSSAB Staff and Board Members

With the exception of the Contract Compliance Manager, and except as otherwise specified by DSSMSSAB, Proponents shall not, directly or indirectly, contact or communicate with, any individuals working for or associated with DSSMSSAB in relation to this RFP. Any Proponent which DSSMSSAB determines to be circumventing or subverting this process may, in DSSMSSAB's absolute discretion, be disqualified.

8.4 Influence

No person, partnership, firm, company, corporation, or organization shall attempt in any way, directly or indirectly either in private or in public, to influence the outcome of any DSSMSSAB evaluation or Proposal acceptance.

The Proposal of any person, company, corporation or organization that does attempt to influence the outcome of any DSSMSSAB purchasing process will be disqualified.

8.5 No Collusion

No Proponent may discuss or communicate about, directly or indirectly, the preparation or content of its Proposal with any other Proponent or the agent or representative of any other Proponent of prospective Proponent. If DSSMSSAB discovers there has been a breach at any time, DSSMSSAB reserves the right to disqualify the Proposal or terminate any ensuing Agreement.

8.6 Conflict of Interest

In its Proposal, the Proponent must disclose to DSSMSSAB any potential or perceived conflict of interest that might compromise the performance of the Services. If such conflict of interest does exist, the DSSMSSAB may, at its discretion, refuse to consider the Proposal.

The Proponent must also disclose whether it is aware of any DSSMSSAB employee, Board member or member having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises, the DSSMSSAB may, at its discretion, refuse to consider the Proposal or withhold the awarding to the Successful Proponent until the matter is resolved to DSSMSSAB's sole satisfaction.

8.7 Ownership and Disclosure of Proposal Documentation

The documentation comprising any Proposal submitted in response to the RFP, along with all correspondence, documentation and information provided to DSSMSSAB by any Proponent in connection with or arising out of this RFP, once received by DSSMSSAB:

- a. shall become the property of the DSSMSSAB; and
- b. shall become subject to the Municipal Freedom of Information and Protection of Privacy Act ("MFIPPA"), and may be released, pursuant to that Act.

Because of *MFIPPA*, prospective Proponents are advised to identify in their Proposal any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury. At a minimum, each Proponent's name along with the Proposal total cost and total evaluated score may be made public. Proposals will be made available to members of the DSSMSSAB Board provided that their requests have been made in accordance with DSSMSSAB's procedure and may be released to members of the public pursuant to *MFIPPA*.

8.8 Omission

DSSMSSAB reserves the right in its sole discretion to accept or reject all or part of any Proposal which is non-compliant with the requirements of this request.

8.9 Funding

The award of any contract shall be conditional upon funding availability as dictated by DSSMSSAB budget and approval by DSSMSSAB Board or designate.

8.10 Cost of Proposal

Preparation and submission of a Proposal in response to this RFP is voluntary and any costs associated with Proposal preparation, submission, meetings, negotiations or discussions with DSSMSSAB are solely that of the Proponent submitting the Proposal.

8.11 No Claim

DSSMSSAB will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a contract, or other activity related to or arising out of this RFP. Except as expressly and specifically permitted in this RFP, 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.

8.12 No Binding Contract

The DSSMSSAB may, after reviewing the Proposal received, enter into discussions with one or more of the Proponents, without such discussion in any way creating a binding contract. This RFP, or submission of a Proposal, shall not create a legal binding contract.

8.13 Clarifications

As part of the evaluation process, DSSMSSAB may make requests for further information with respect to the content of any Proposal in order to clarify the understanding of the Proponent's response. DSSMSSAB may request this further information from one or more Proponents and not from others.

8.14 Selection Committee

All Proposals will be evaluated by the Selection Committee through a review and analysis process defined by the Selection Committee. The Selection Committee will select the Proposal which in its opinion meets DSSMSSAB's requirements under this RFP and provides the best overall value to DSSMSSAB, but the Proposal selected, if any, will not necessarily be the one offering the lowest cost. Pricing is one of the components in determining the total score and ranking.

By responding to this RFP, Proponents will be deemed to have agreed that the decision of the Selection Committee will be final and binding.

8.15 Interviews

Proponent(s) may be invited to an interview with the Selection Committee, the results of which will be used by the Selection Committee as a mechanism to revisit, revise, confirm, and finalize the scores and select the Successful Proponent.

A representative(s) of a Proponent who is invited to an interview is expected to be thoroughly versed and knowledgeable with respect to the requirements of the RFP and the contents of its Proposal, and must have the authority to make decisions and commitments with respect to matters discussed at the interview, which may be included in the Agreement.

The Selection Committee may interview any Proponent(s) without interviewing others, and DSSMSSAB will be under no obligation to advise those not receiving an invitation until completion of the evaluation and selection process.

8.16 Negotiations

DSSMSSAB shall have the right to negotiate on such matters as it chooses with any short-listed Proponent, as selected by the Selection Committee, without obligation to necessarily communicate, negotiate, or review similar modifications with other Proponents. DSSMSSAB shall incur no liability to any other Proponent as a result of such negotiation of alternative arrangements.

During negotiations, the results of which may be used by the Selection Committee as a mechanism to revisit, revise, and finalize the scores and select the Successful Proponent, the Services may be revised and any identified issues and concerns may be resolved.

8.17 Ownership and Confidentiality of DSSMSSAB Provided Data

All correspondence, documentation and information provided by DSSMSSAB staff to any Proponent or prospective Proponent in connection with, or arising out of this RFP, the Services or the acceptance of any Proposal:

- a. is and shall remain the property of DSSMSSAB;
- b. must be treated by Proponents and prospective Proponents as confidential; and
- c. must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent Agreement.

8.18 Publicity

The Proponent and its affiliates, associates, third-party service providers, and sub-contractors shall not release for publication any information in connection with this RFP or any Agreement without prior written permission of DSSMSSAB.

9 GENERAL CONDITIONS OF THE CONTRACT

9.1 Termination

DSSMSSAB may terminate any issuing Agreement at any time subject to thirty (30) days written notice to the Consultant. DSSMSSAB shall provide appropriate compensation to the Consultant proportionate to the Services satisfactorily performed by the Consultant prior to the termination date.

9.2 Compliance with Laws and Licensing

The Consultant will be responsible for a strict adherence to all Federal, Provincial, and Municipal statutes, regulations, by-laws, codes, and codes of professional conduct, and where applicable must obtain all permits and licenses.

9.3 Health and Safety

The Consultant shall perform all work in compliance with the Occupational Health and Safety Act of Ontario.

The Consultant acknowledges its duty as an employer and a supervisor under the Occupational Health and Safety Act and under the applicable regulations and in particular, that the Consultant shall take every precaution reasonable under the circumstances for the protection of a worker.

The Consultant acknowledges possession of a copy of the Occupational Health and Safety Act and applicable regulations for these Services.

The Consultant shall provide all required safety and personal protective equipment as required under the Occupational Health and Safety Act or the Safety Policies of the Proponent. DSSMSSAB has the right to stop the work if improper performance of any kind is being carried out.

The Consultant releases and discharges DSSMSSAB from any claim or demand for any action taken by DSSMSSAB to exercise its duties of due diligence under the Occupational Health and Safety Act.

9.4 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

The Consultant shall ensure that all its employees, agents, volunteers, or others for whom the Consultant is legally responsible have received training and comply with the requirements of the *Accessibility for Ontarians with Disabilities Act, 2005, as amended*. For further information visit:

<http://www.mcsc.gov.on.ca/en/mcsc/programs/accessibility/index.aspx>

DSSMSSAB reserves the right to require the Consultant to demonstrate that its training policies meet these requirements.

9.5 Intellectual Property

All intellectual property and rights developed and/or associated with this project will become property of DSSMSSAB including but not limited to content, modification to existing programs, data, code, and Web addresses/URLs.

All project related data and intellectual property will not be used for purposes other than this project without consent of DSSMSSAB. Data will not be shared with any 3rd party without the written consent of DSSMSSAB. Data must be made available to DSSMSSAB upon request.

9.6 Insurance

The Consultant shall be required to purchase and maintain in force, at its own expense (including the payment of all deductibles) and for the duration of Services, the following policies of insurance, which policies shall be in a form and with an insurer acceptable to DSSMSSAB. A certificate of these policies originally signed by the insurer or an authorized agent of the insurer must be provided to DSSMSSAB prior to the commencement of the Consultant's Services:

- a. Professional liability insurance (errors and omissions) in accordance with the Law Society of Upper Canada requirements subject to limits of not less than five million dollars (\$5,000,000.00) per claim and two million dollars (\$2,000,000) in the aggregate coverage for each member of the firm or partnership.
- b. Each bidder must disclose and provide proof with their submission the amount of insurance coverage held including excess insurance coverage. Proof is to be provided prior to commencement of the retainer and at the beginning of each calendar year during the retainer period.

The Board then reserves the right to determine the amount of coverage required in consultation with the Consultant on a case by case base.

9.7 Indemnification

The Consultant shall indemnify and hold harmless DSSMSSAB and their respective officers, directors, agents and employees, and each of them, from and against claims, demands, losses, costs, damages, actions, suits or proceedings by third parties that arise out of, or are attributable to, the Consultant's performance of the Services.

9.8 Confidentiality

The Consultant shall treat as confidential all information of any kind which comes to the attention of the Consultant in the course of carrying out the Services and shall not disseminate such information for any reason without the express written permission of DSSMSSAB.

9.9 Method of Payment

Payment shall be made within thirty (30) days of receipt of an invoice, provided the Services as identified on the invoice have been performed and accepted by the Site Authority.

PROPOSAL SUBMISSION FORM

We have carefully examined all documents issued as part of this RFP and have a clear and comprehensive knowledge of the requirements, terms and conditions of this RFP.

We acknowledge receipt of _____ addendums.

Proposal Submitted by:

Proponent: (Full Legal Name) _____

Address: _____

Address: _____

Contact Person: _____

Telephone: _____

Email: _____

Signature of Authorized Officer: _____

Name: _____
(I have authority to bind the Corporation, Company, or Partnership)

Signature of Witness: _____

Name of Witness: _____

A witness signature is required only when the Proponent is not a Corporation.