



Request for Proposals

RFP 2023-32-A

Legal Services (Vendor of Record)

Date issued: 01/05/2024

Question Deadline: 03/01/2024

Closing Date and Time: 04/05/2024 at 1:00 pm



TABLE OF CONTENTS

1. INVITATION	2
2. SCOPE OF WORK	6
3. PROCESS FOR THE DETERMINATION OF THE PREFERRED RESPONDANT	8
4. PROCESS FOR THE SELECTION OF THE SUCCESSFUL RESPONDANT	11
5. AFTER SELECTION	13
6. CONTRACT AWARD	14
7. DEBRIEF	14
8. GENERAL TERMS AND CONDITIONS	15
APPENDIX A: NIPISSING DISTRICT'S MUNICIPALITIES AND AREAS	23
APPENDIX B: STAGE I (SUBMISSION FORM)	24
APPENDIX C: STAGE I (REVIEW FORM)	29
APPENDIX D: STAGE II (SUBMISSION FORM)	30
APPENDIX E: STAGE II (REVIEW FORM)	32
APPENDIX F: STAGE III (SUBMISSION FORM)	33
APPENDIX G: STAGE III (REVIEW FORM)	34
APPENDIX H: STAGE IV (EVALUATION FORM)	35
APPENDIX I: STAGE IV (REVIEW FORM)	36
APPENDIX J: STAGE V (SUBMISSION FORM)	37
APPENDIX K: STAGE V (EVALUATION FORM)	38



THESE INSTRUCTIONS DEFINE YOUR OBLIGATIONS AND LIMIT YOUR RIGHTS. READ CAREFULLY.

1. INVITATION

1.1. Organizational Background

- 1.1.1. The District of Nipissing Social Services Administrative Board (the "DNSSAB") is incorporated under Ontario's District Social Services Administration Boards Act. The DNSSAB has the mandate under this Act to manage the delivery of Social Services - social assistance (Ontario Works), early years programming and childcare, social housing and homelessness services, and emergency medical services (land ambulance) on behalf of municipalities and residents of unincorporated territories in the District of Nipissing. The District of Nipissing covers 17,000 square kilometers and is comprised of approximately 86,000 residents. A Map and District breakdown can be found in [Appendix A](#).
- 1.1.2. Nipissing District Housing Corporation (the "NDHC") is a non-profit, local housing corporation operating pursuant to the *Housing Services Act*, 2011, S.O. 2011, c.6, schedule 1 and incorporated under the Ontario *Business Corporations Act*, R.S.O. 1990, c. 8.16. NDHC is a not-for-profit Corporation where DNSSAB is the sole legal and beneficial shareholder. NDHC provides housing facilities for individuals and families of low and moderate income.

1.2. Request

- 1.2.1. This Request for Proposals (the "RFP") is an invitation by the District of Nipissing Social Services Administrative Board and the Nipissing District Housing Corporation to boutique, medium and/or large legal firms to submit a Proposal to qualify, in accordance with the Process For The Determination Of The Preferred Respondent ([see s. 3](#)), and the Process for the Selection of the Successful Respondent ([see s. 4](#)), for inclusion on a Vendor of Record on a non-exclusive, as needed basis, for one or all of the areas of expertise requested in [s. 2](#).

1.3. Information in the RFP is only an Estimate

- 1.3.1. DNSSAB/NDHC make no representation, warranty, or guarantee regarding the accuracy of the information contained in this RFP.
- 1.3.2. Any quantities shown or data contained in this RFP are estimates and guidelines only to indicate to the Respondent the general scale and expectations of the Scope of Work.
- 1.3.3. The Respondent is responsible for obtaining all the information necessary to prepare a Proposal.
- 1.3.4. Nothing in the RFP is intended to relieve the Respondent from forming their own opinions and conclusions concerning the matters addressed in the RFP.

1.4. Procurement Representative

- 1.4.1. The Procurement Representative is a member of the Evaluation Committee who is a non-voting member.
- 1.4.2. The Procurement Representative ensures the Evaluation Committee and Respondents comply with *DNSSAB/NDHC's Purchasing Policy #CORP-01*.
- 1.4.3. The Procurement Representative is the sole representative to whom each Evaluation Committee member and/or Respondent (s) can contact for questions, concerns, or clarifications concerning the solicitation documents and/or procurement processes.
- 1.4.4. For this RFP, the Procurement Representative is:

Name: Chris Cairns
Position: Contract & Purchasing Specialist
Email: dnssab.contracts@dnssab.ca



1.4.5. Respondent(s) must only contact the Procurement Representative by email for all communication concerning this RFP.

1.5. Follow Instructions

- 1.5.1. Respondents should structure their Proposal in accordance with the instructions in this RFP.
- 1.5.2. Where information is requested in this RFP, any response made in a Proposal should reference the appropriate section numbers of this RFP.

1.6. Language

- 1.6.1. This RFP and any Proposals will be drawn up in English.
- 1.6.2. If the RFP and/or Proposals are provided and/or translated into another language, then the English-language version shall take precedence over any other version.

1.7. No Incorporation by Reference

- 1.7.1. The entire content of the Respondent's Proposal must be submitted in a fixed form and in the order and manner requested.
- 1.7.2. The content of websites or references to external documents and links will not be considered part of a Proposal.

1.8. Timetable

ITEM	DATE (m/d/y)	TIME
Issue Date	05-January-2024	4:00 pm.
Deadline for Questions	01-March-2024	4:00 pm.
Deadline for Issuing Addenda	15-March-2024	4:00 pm.
Closing Date	05-April-2024	1:00 pm.

- 1.8.1. All Proposals received at or after 05-April-2024 at **1:01 pm** will not be accepted.
- 1.8.2. Respondents are cautioned that the timing of their submission is based on when the Proposal is received rather than when a Respondent submits a Proposal, as transmission can be delayed due to file transfer size, transmission speed or other technical factors.
 - 1.8.2.1. For the reasons above, DNSSAB/NDHC recommends that Respondents allow sufficient time to email their submission and resolve any issues that may arise.
- 1.8.3. DNSSAB or NDHC's web clock shall determine the Closing Date.
- 1.8.4. Respondents should contact the Procurement Representative at least twenty-four (24) hours before the deadline if they encounter any problems.
- 1.8.5. The Procurement Representative will send a confirmation email to the Respondent advising that a Proposal was submitted successfully.
 - 1.8.5.1. Respondents who do not receive a confirmation email should contact the Procurement Representative immediately.
- 1.8.6. The Respondent assumes full responsibility for receipt of the Proposal by the deadline.

1.9. Submission Requirements

- 1.9.1. The Proposal must be submitted via email as four (4) separate PDF file attachments as follows:



Request for Proposals
RFP 2023-32-A: Legal Services (Vendor of Record)



- 1.9.1.1. As one (1) pdf file: A response to Stage I (see [ss. 3.2](#) and [APPENDIX B: STAGE I \(SUBMISSION FORM\)](#))
- 1.9.1.2. As one (1) pdf file: A response to Stage II (see [ss. 3.3](#)) using [APPENDIX D: STAGE II \(SUBMISSION FORM\)](#)
- 1.9.1.3. As one (1) pdf file: A response to Stage III (see [ss. 3.4](#)) using [APPENDIX F: STAGE III \(SUBMISSION FORM\)](#)
- 1.9.1.4. As one (1) pdf file: A response to Stage V (see [ss. 3.6](#)) using [APPENDIX J: STAGE V \(SUBMISSION FORM\)](#)
- 1.9.2. Proposals must be submitted electronically to dnssab.contracts@dnssab.ca.
- 1.9.3. The submission email should note "RFP 2023-32-A: Legal Services" as the subject line and include the following in the body of the email:
 - 1.9.3.1. Respondent's Name
 - 1.9.3.2. Respondent's Firm
 - 1.9.3.3. Respondent's Address

1.10. No Amendment to Forms

- 1.10.1. Other than inserting the information as requested on each submission form as set out in this RFP's Appendices, Respondents may not make any other changes to the submission form(s).
- 1.10.2. Any Proposal containing any such changes or altered submission form(s), whether on the face of the form or elsewhere, the Proposal may be disqualified at the discretion of the Evaluation Committee.

1.11. Submission Withdrawal

- 1.11.1. A Proposal may be withdrawn at any time by emailing dnssab.contracts@dnssab.ca.
- 1.11.2. A Respondent who has withdrawn its Proposal may only resubmit a new Proposal on or before the Closing Date.

1.12. Joint Submission

- 1.12.1. Joint submissions from two (2) or more Firms are to be submitted as a single Proposal coordinated and submitted by a lead Firm.
- 1.12.2. The lead Firm shall act as the Vendor in all contractual obligations of any resulting award.
- 1.12.3. In [APPENDIX B: STAGE I \(SUBMISSION FORM\)](#), Respondents must confirm if and how their Proposal is a joint submission.

1.13. Participating Entities

- 1.13.1. Unless otherwise stipulated in this RFP, the Respondent is expected to be the sole source of responsibility for all Goods and/or Services.
- 1.13.2. If a Respondent's Proposal includes Goods and/or Services from a Participating Entity, the Respondent must identify and explain how the Participating Entity will contribute by describing the breakdown of responsibility, the amount of compensation, and identify the company name, address, and contact person of the Participating Entity using [APPENDIX B: STAGE I \(SUBMISSION FORM\)](#).
- 1.13.3. DNSSAB/NDHC reserves the right to reject any Participating Entity nominated without penalty or liability.
- 1.13.4. No change shall be made to the list and/or responsibilities of the nominated Participating Entities after the Closing Date without the prior written approval of DNSSAB/NDHC and only on such terms and conditions as DNSSAB or NDHC, in the exercise of an absolute discretion, may require.



1.14. Questions/Enquiries

- 1.14.1. Respondent should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information by emailing the Procurement Representative on or before the Deadline for Questions.
 - 1.14.1.1. It is the responsibility of the Respondent to seek clarification from the Procurement Representative on any matter it considers unclear.
 - 1.14.1.2. Under no circumstance is a Respondent to direct questions or request additional information from anyone other than the Procurement Representative.
 - 1.14.1.3. DNSSAB/NDHC is not responsible for any information provided or obtained from any source other than the Procurement Representative.
- 1.14.2. The Procurement Representative is not obligated to respond to questions and/or provide additional information.
 - 1.14.2.1. All responses made by the Procurement Representative to a question or request shall be made public and available to all Respondents as an Addendum.
 - 1.14.2.1.1. The Procurement Representative will not respond directly and/or solely to a Respondent on any question or request.
- 1.14.3. DNSSAB/NDHC is not responsible for any misunderstanding on the part of the Respondent concerning this RFP or the procurement process.
- 1.14.4. No oral conversations will affect or modify the terms of this RFP or may be relied upon by the Respondent, howsoever obtained.

1.15. Addenda

- 1.15.1. DNSSAB/NDHC may issue an Addenda during the procurement process until the Deadline for Issuing Addenda.
- 1.15.2. Each Addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP.
- 1.15.3. Respondents are responsible for obtaining all Addenda issued by DNSSAB or NDHC.
 - 1.15.3.1. All Addenda will be posted on DNSSAB or NDHC's website at www.dnssab.ca.
 - 1.15.3.2. Addenda will not be delivered directly to any Respondent.
 - 1.15.3.3. Respondents should check the DNSSAB or NDHC's website before submitting their Proposal until the Deadline for Issuing Addenda in case additional Addendums are issued.
- 1.15.4. It is incumbent on the Respondent to confirm their receipt of all Addenda by setting out the number of Addendum they have received and reviewed using [APPENDIX B: STAGE I \(SUBMISSION FORM\)](#).
 - 1.15.4.1. If a Respondent does not confirm receipt of all Addenda, their Proposal may be deemed incomplete and may not be accepted at the Evaluation Committee's sole discretion.
- 1.15.5. If DNSSAB/NDHC determines that it is necessary to issue an Addendum after the Deadline for Issuing Addenda, DNSSAB/NDHC will extend the Closing Date for a reasonable period.

1.16. Deemed Acceptance

- 1.16.1. By responding to this RFP, Respondents agree to accept all terms and conditions incorporated into this RFP into their Proposal and agree to abide by any decision of DNSSAB or NDHC, including the evaluation of Respondent's qualifications, as final.
- 1.16.2. By submitting a Proposal, the Respondent also confirms that it has received, or has had the opportunity to obtain, independent legal advice in connection with its RFP review and Proposal preparation, and has read this RFP in its entirety, understands its content, and is submitting its Proposal freely and voluntarily (without duress or undue influence from any party) with full capacity and authority to do so.



2. SCOPE OF WORK

2.1. Purpose

- 2.1.1. This RFP aims to establish a roster of qualified legal counsel who can provide timely advice and/or representation, on an as needed basis (the “VOR List”).

2.2. Need

- 2.2.1. DNSSAB and NDHC seeks legal firms with expertise and experience within the following areas of expertise:

- 2.2.1.1. Expertise in Labour and Employment Law (Collective Bargaining and Grievances)
- 2.2.1.2. Expertise in Labour and Employment Law (Employment Standards, Contracts, and Terminations)
- 2.2.1.3. Expertise in Labour and Employment Law (Human Rights)
- 2.2.1.4. Expertise in Labour and Employment Law (Independent Contractor Agreements)
- 2.2.1.5. Expertise in Labour and Employment Law (Workplace Safety and Insurance and Occupational Health and Safety)
- 2.2.1.6. Expertise in Contract Law (Agreement of Purchase and Sale)
- 2.2.1.7. Expertise in Contract Law (Service Agreements)
- 2.2.1.8. Expertise in Contract Law (Data Sharing Agreements)
- 2.2.1.9. Expertise in Contract Law (Construction)
- 2.2.1.10. Expertise in Contract Law (Tech or Software Agreements)
- 2.2.1.11. Expertise in Contract Law (Dispute Resolution)
- 2.2.1.12. Expertise in Property Law (Commercial Leases)
- 2.2.1.13. Expertise in Property Law (Operator's Licenses)
- 2.2.1.14. Expertise in Property Law (Landlord and Tenant)
- 2.2.1.15. Expertise in Property Law (Real Property Agreements)
- 2.2.1.16. Expertise in Governance (DSSAB Act)
- 2.2.1.17. Expertise in Governance (Boards, Codes of Conduct, and Conflict of Interest)
- 2.2.1.18. Expertise in Governance (By-Laws)
- 2.2.1.19. Expertise in Governance (Jurisdictional)
- 2.2.1.20. Expertise in Governance (Fiduciary Duties)
- 2.2.1.21. Expertise in Governance (Codes of Conduct)
- 2.2.1.22. Expertise in Corporate Law (Non-Profits)
- 2.2.1.23. Expertise in Insurance Law
- 2.2.1.24. Expertise in Tax Law
- 2.2.1.25. Expertise in Municipal Law
- 2.2.1.26. Expertise in Environmental Protection and Assessment Law
- 2.2.1.27. Expertise in Intellectual Property Law
- 2.2.1.28. Expertise in Procurement/Tendering Law
- 2.2.1.29. Expertise in IT/Cyber Law
- 2.2.1.30. Expertise in Privacy Law (MFIPPA)
- 2.2.1.31. Expertise in Privacy Law (PIPEDA)
- 2.2.1.32. Expertise in Privacy Law (PHIPA)
- 2.2.1.33. Expertise in Social Services Legislation (Ambulance Act)
- 2.2.1.34. Expertise in Social Services Legislation (Child Care and Early Years Act)
- 2.2.1.35. Expertise in Social Services Legislation (Emergency Management and Civil Protection Act)
- 2.2.1.36. Expertise in Social Services Legislation (Housing Services Act)
- 2.2.1.37. Expertise in Social Services Legislation (Ministry of Health and Long-Term Care Act)
- 2.2.1.38. Expertise in Social Services Legislation (Ontario Works Act)



- 2.2.1.39. Expertise in Social Services Legislation (Ontario Disability Support Program Act)
- 2.2.1.40. Experience at the Human Rights Tribunal
- 2.2.1.41. Experience at the Landlord and Tenant Board
- 2.2.1.42. Experience at the Social Benefits Tribunal
- 2.2.1.43. Experience at the Assessment Review Board
- 2.2.1.44. Experience at the Ontario Land Tribunal.

2.3. Legal Services

- 2.3.1. DNSSAB and NDHC anticipates that the Vendor will:
 - 2.3.1.1. Provide legal advice and/or representation upon receiving a written request (the "Assignment") from DNSSAB's or NDHC's designated contact.
 - 2.3.1.2. Acknowledge receipt of an Assignment within 48 hours.
 - 2.3.1.3. Establish reasonable timelines to complete the Assignment.
 - 2.3.1.4. Provide 24 hours notice if timeliness cannot be met and supply a best estimate for when the Assignment will be completed.
 - 2.3.1.5. For all property-related VOR Engagement Agreements, the expectation is that the Vendor will provide the following services:
 - 2.3.1.5.1. search title to property and related encumbrances (i.e., construction liens),
 - 2.3.1.5.2. register documents and survey plans for a property, and
 - 2.3.1.5.3. register loans on title (i.e., for the Ontario Renovates program).

2.4. Use of the VOR List

- 2.4.1. DNSSAB or NDHC may, from time to time, select a Vendor from the VOR List for specific Assignments when the particular matter is not expected to exceed a prescribed threshold of \$99,999.99.
- 2.4.2. There is no guarantee that, as a result of being selected as a Vendor, work will be assigned to any Vendor.
- 2.4.3. DNSSAB/NDHC intend to select Vendors through the VOR List. However, DNSSAB or NDHC are not prohibited from retaining a firm or individual that is not on the VOR List to give any one or more of the services from time to time.
- 2.4.4. Respondents selected to be on the VOR List for one or more area of expertise must sign a Contract with DNSSAB/NDHC. The Contract will govern the overarching terms and conditions to which the parties shall adhere to for an Assignment.
- 2.4.5. Upon issuance of an Assignment, either party may request new or unique terms and conditions for that Assignment, which must have mutual agreement to be enforceable, and which shall be added as an amendment to the Contract.

2.5. Accessibility Standards

- 2.5.1. Pursuant to Ontario Regulation 191/11 passed under the AODA, DNSSAB/NDHC is required to incorporate accessibility designs, criteria and features when procuring or acquiring Goods and/or Services, except where it is not practicable to do so.
- 2.5.2. When determining which Proposal will result in an award, DNSSAB/NDHC may, in its sole discretion and without limiting any of its other expressed or implied rights regarding the discretion to make an award, consider whether the Goods and/or Services to be provided incorporate accessibility designs, criteria and features.

2.6. Environmentally Responsible

- 2.6.1. Goods and/or Services considered environmentally responsible are preferred.



- 2.6.2. Respondents should propose environmentally responsible Goods and/or Services regardless of whether DNSSAB/NDHC has directly called for green Goods and/or Services.

3. PROCESS FOR THE DETERMINATION OF THE PREFERRED RESPONDANT

3.1. Multi-Stage Evaluation Process

- 3.1.1. Each Respondent and/or Proposal, which the Evaluation Committee has not disqualified under ss. 4.10 will be individually evaluated by each member of the Evaluation Committee across a five (5) stage evaluation process as outlined in ss. 3.2, ss. 3.3, ss. 3.4, ss. 3.5, and ss. 3.6 to determine the Preferred Respondent.
- 3.1.1.1. To ensure accurate/optimal scores, the Respondent should include sufficient detailed information that addresses each evaluation criteria, as evaluations are solely based on the information provided by a Respondent.
- 3.1.1.2. Respondents must assume that DNSSAB/NDHC has no prior knowledge of their area of operation, experience and/or an understanding of their Goods and/or Services and will base the evaluation on the information presented in the Proposal.

3.2. Stage I: Procurement Requirements Review (the “Stage I”)

- 3.2.1. Only those Respondents who have submitted a complete [APPENDIX B: STAGE I \(SUBMISSION FORM\)](#), upon the sole opinion of the Evaluation Committee, will be considered for Stage I review.
- 3.2.2. Respondent’s [APPENDIX B: STAGE I \(SUBMISSION FORM\)](#) will be independently scored on a pass/fail basis by each member of the Evaluation Committee using [APPENDIX C: STAGE I \(REVIEW FORM\)](#).
- 3.2.3. The Procurement Representative will combine each Evaluation Committee member's scores to determine the Respondent’s Stage I results.
- 3.2.4. Only those Respondents with a pass on all review items will be eligible to participate in Stage II.
- 3.2.5. Respondents who have not achieved a pass on all review items will be given no further consideration.

3.3. Stage II: Expertise Review (the “Stage II”)

- 3.3.1. Only those Respondents who have satisfied Stage I requirements and who have submitted a complete [APPENDIX D: STAGE II \(SUBMISSION FORM\)](#), upon the sole opinion of the Evaluation Committee, will be considered for Stage II review.
- 3.3.2. Respondent’s [APPENDIX D: STAGE II \(SUBMISSION FORM\)](#) will be independently scored on a pass/fail basis by each member of the Evaluation Committee using [APPENDIX E: STAGE II \(REVIEW FORM\)](#).
- 3.3.3. The Procurement Representative will combine each Evaluation Committee member's scores to determine the Respondent’s Stage II results.
- 3.3.4. Only those Respondents with a pass on all review items will be eligible to participate in Stage III.
- 3.3.5. Respondents who have not achieved a pass on all review items will be given no further consideration.

3.4. Stage III: Pricing Review (the “Stage III”)

- 3.4.1. Only those Respondents who have satisfied Stage II requirements and who have submitted a complete [APPENDIX F: STAGE III \(SUBMISSION FORM\)](#), upon the sole opinion of the Evaluation Committee, will be considered for Stage II review.



- 3.4.2. Respondent's [APPENDIX F: STAGE III \(SUBMISSION FORM\)](#) will be independently scored on a pass/fail basis by each member of the Evaluation Committee using [APPENDIX G: STAGE IV \(REVIEW FORM\)](#).
- 3.4.3. The Procurement Representative will combine each Evaluation Committee member's scores to determine the Respondent's Stage III results.
- 3.4.4. Only those Respondents with a pass on all review items will be eligible to participate in Stage IV.
- 3.4.5. Respondents who have not achieved a pass on all review items will be given no further consideration.

3.5. Stage IV: Presentation (the "Stage IV")

- 3.5.1. Only those Respondents who have satisfied Stage III requirements will be considered for Stage IV.
- 3.5.2. At Stage IV, each eligible Respondent is to provide a presentation that exhibits, demonstrates and/or answers questions about their Proposal.
 - 3.5.2.1. DNSSAB / NDHC declares that there will be a preference within the RFP evaluation process for firms currently or historically engaged, within the past 2 years, with DNSSAB and/or NDHC. This preference will impact other Respondents in that the requirement under ss. 3.5.2 may be waived for these firms.
- 3.5.3. The Respondent's representative invited to present 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 presentation, which may be included in the Contract.
- 3.5.4. The Evaluation Committee reserves the right to invite in-house or third-party subject matter experts (the "Consultants") to attend the presentation at its discretion.
 - 3.5.4.1. Consultants are non-voting members and will not score the presentation but will advise and clarify any matters brought forward during the presentation for the Evaluation Committee.
 - 3.5.4.2. Consultants may ask questions directly to the Respondent's representative during the presentation.
- 3.5.5. The presentation may be conducted via video conferencing.
 - 3.5.5.1. All costs associated with a presentation, including transportation to and from the Respondent's representative, shall be the Respondent's responsibility.
- 3.5.6. Stage IV will be evaluated independently by each member of the Evaluation Committee using the scoring sheet outlined in [APPENDIX H: STAGE IV \(EVALUATION FORM\)](#).
- 3.5.7. The Evaluation Committee's completed [APPENDIX H: STAGE IV \(EVALUATION FORM\)](#) will be combined into a single score on a pass/fail basis using [APPENDIX I: STAGE IV \(REVIEW FORM\)](#).
- 3.5.8. The Procurement Representative will combine each Evaluation Committee member's scores to determine the Respondent's Stage IV results.
- 3.5.9. Only those Respondents with a pass on all review items will be eligible to participate in Stage V.
- 3.5.10. Respondents who have not achieved a pass on all review items will be given no further consideration.

3.6. Stage V: Reference Review (the "Stage V")

- 3.6.1. Only those Respondents who have satisfied Stage IV requirements and submitted a complete [APPENDIX J: STAGE V \(SUBMISSION FORM\)](#), upon the sole opinion of the Evaluation Committee, to be considered for Stage V evaluation.
- 3.6.2. Stage V will be scored by referees using the scoring outlined in [APPENDIX K: STAGE V \(EVALUATION FORM\)](#).
- 3.6.3. The Procurement Representative will contact all referees to gather referees' scores.



- 3.6.3.1. Please note that the Procurement Representative will only make three (3) attempts to contact your referees – twice by email and the third by phone, if necessary (if there has been no response to the initial or second email inquiry within five (5), Business Days).
 - 3.6.3.1.1. If there is no reply or response from a referee after seven (7) Business Days from the initial email, this particular reference may be allocated a score of fail.
- 3.6.4. The Procurement Representative will combine each referee’s scores to determine the Respondent’s Stage V result.
- 3.6.5. Only those Respondents with a pass on all review items from completed references will be eligible to participate in Stage VI.
- 3.6.6. A minimum of 2 (out of 3) references must be completed to proceed.

3.7. Cumulative Ranking

- 3.7.1. Only those Respondents who have satisfied Stage I, Stage II, Stage III, Stage IV, and Stage V requirements will be recommended as a Preferred Respondent.

3.8. Clarifications

- 3.8.1. During the evaluation process, and at its sole discretion, the Evaluation Committee may request clarification from a Respondent of any aspect of a Proposal to assist the Evaluation Committee's interpretation and evaluation of a Proposal, including requesting additional information on Pricing (the “Clarification”).
- 3.8.2. The Evaluation Committee reserves the right to consider and rely on such Clarifications in evaluating a Proposal and selecting a Preferred Respondent.
- 3.8.3. The right to clarify does not impose upon the Evaluation Committee a requirement to clarify any part of a Proposal where DNSSAB/NDHC has concluded, upon its sole opinion, that the Proposal is deficient (i.e., where the Respondent did not respond), inconsistent, or otherwise not acceptable in any aspect.
- 3.8.4. All requests for clarification and responses will be conducted through the Procurement Representative and shall be in writing.
- 3.8.5. Any such requests for Clarification shall not be considered an alteration of a Proposal nor be constituted as negotiation, re-negotiation or acceptance of a Proposal.

3.9. Disqualification

- 3.9.1. Respondents may be excluded from eligibility to submit, or a submitted Proposal may be summarily rejected, where the Evaluation Committee, in their sole, final, binding opinion, has determined that either the Respondent and/or Proposal, as per the context, fits the circumstances of one or more of the following disqualification items:
 - 3.9.1.1. Proposal is one of two or more Proposals submitted by the same Respondent, whether under the same or different name.
 - 3.9.1.1.1. Proposal will be disqualified unless the additional Respondent has made it clear that the work in the extra Proposal is a 'joint' submission with another Firm.
 - 3.9.1.2. Respondent did not attend the mandatory site meeting (if applicable).
 - 3.9.1.3. The Proposal was submitted and received after the Closing Date.
 - 3.9.1.4. Proposal is submitted in any way other than electronically through an email to dnssab.contracts@dnssab.ca.
 - 3.9.1.5. Proposal was submitted by a Respondent that colluded with one or more other Firms and/or Respondents.
 - 3.9.1.6. Proposal was submitted by a Respondent who has a Conflict of Interest.
 - 3.9.1.7. Proposal was submitted by a Respondent that is an Opposing Party.



- 3.9.1.8. A Respondent submitted a proposal that proposes an Opposing Party as a Participating Entity.
- 3.9.1.9. Proposal is incomplete, conditional, illegible, obscure or limited in any way.
- 3.9.1.10. Proposal's Prices appear to be as unreasonable and/or unbalanced as to likely affect the interest of DNSSAB/NDHC adversely.
- 3.9.1.11. Proposal is executed by a person who does not have the authority to bind the Respondent's Firm.
- 3.9.1.12. Proposal was submitted by a Respondent, or any person on behalf of a Respondent, who has initiated communication about this RFP after it was issued and before it is terminated or before one or more Contracts are entered in respect to this RFP, which is its subject, with Personnel of DNSSAB/NDHC, other than the Procurement Representative, and/or the media.
- 3.9.1.13. The Proposal contains a limitation or qualification on the DNSSAB or NDHC's right to disclose the Respondent's name publicly and, if applicable, any Proposal's Price and/or Cumulative Ranking.
- 3.9.1.14. Respondent's past performance or conduct during a previous procurement process and/or Contract resulted in higher ultimate costs, unsatisfactory results/performance, difficulties, and/or did not provide the best value to DNSSAB or NDHC.
- 3.9.2. By responding to this RFP, Respondents will be deemed to have agreed that any decision by the Evaluation Committee to disqualify a Proposal or Respondent will be final and binding.

3.10. Rectification

- 3.10.1. If a Proposal has a clerical and/or non-substantive error the Evaluation Committee may issue a rectification notice identifying the deficiencies and providing the Respondent with an opportunity to rectify the deficiencies within three (3) Business Days.
 - 3.10.1.1. The three (3) Business Day period commences from when the Procurement Representative has issued the rectification notice to the Respondent.
 - 3.10.1.2. If the Respondent fails to rectify within three (3) Business Days, the Respondent and the Proposal shall be disqualified.

4. PROCESS FOR THE SELECTION OF THE SUCCESSFUL RESPONDANT

4.1. Right to Accept

- 4.1.1. Once DNSSAB/NDHC receives from the Evaluation Committee its recommendation for Preferred Respondent(s), DNSSAB/NDHC reserves the right to select a Successful Respondent who, in its sole and absolute opinion, has submitted a Proposal that:
 - 4.1.1.1. Meets the requirements under this RFP.
 - 4.1.1.2. It is in DNSSAB or NDHC's best interest.
 - 4.1.1.3. Provides the best overall value to DNSSAB or NDHC.

4.2. Any Successful Respondent will not necessarily be the Respondent who:

- 4.2.1. Had been recommended as a Preferred Respondent and/or
- 4.2.2. Had the required Cumulative Score and/or
- 4.2.3. Had complied with the requirements of this RFP.

4.3. For greater clarity, the recommendation of a Preferred Respondent by the Evaluation Committee will not oblige DNSSAB/NDHC to negotiate or execute a Contract with the Preferred Respondent.



4.4. Selection of Multiple Successful Respondents

- 4.4.1. DNSSAB/NDHC also reserves the right to select either one (1) Respondent or multiple Respondents for the entire Scope of Work and/or any division of the Scope of Work, based on DNSSAB or NDHC's sole discretion, all without liability.

4.5. Past Performance of Past Conduct

- 4.5.1. Prior to the selection of a Successful Respondent, DNSSAB/NDHC reserves the right to thoroughly review all Respondents and/or Proposals, which review may include and be influenced by documentary evidence of, without limitation, any of the following:
 - 4.5.1.1. The Respondent's illegal or unethical conduct during a prior procurement process or Contract.
 - 4.5.1.2. The refusal of the Respondent to honor its submitted Pricing or other commitments during a prior procurement process or Contract.
 - 4.5.1.3. The Respondent has not complied with and/or satisfactorily performed the requirements of a previous Contract.
 - 4.5.1.4. A negative review from references provided by Respondent and/or those obtained by DNSSAB/NDHC independently.
 - 4.5.1.5. Unsatisfactory past completion history (including completion of the full contract term, late or extended completion of the Contract and late delivery of goods and services) of contracts between DNSSAB/NDHC and Respondent, and/or Respondent and third parties.
 - 4.5.1.6. Litigation and claims history of the Respondent (including previous, existing or potential litigation with DNSSAB/NDHC or others and construction liens filed against the Respondent and/or any of its Participating Entities).
 - 4.5.1.7. Delivery of incorrect Goods and/or Services on contracts between DNSSAB/NDHC and Respondent, and/or Respondent and third parties.
 - 4.5.1.8. Problematic and/or difficult customer service and responsiveness on contracts between DNSSAB/NDHC and Respondent, and/or Respondent and third parties.
 - 4.5.1.9. History of bidding unrealistic Pricing during a prior procurement process between DNSSAB/NDHC and Respondent, and/or Respondent and third parties.
- 4.5.2. DNSSAB/NDHC reserves the right to disqualify a Respondent and/or reject a Proposal after it reviews any of the above if, in DNSSAB or NDHC's sole and absolute opinion, without penalty and/or liability, the Respondent and/or Proposal may result in higher ultimate costs, other difficulties or unsatisfactory results and/or would not provide the best value to DNSSAB or NDHC.

4.6. Negotiations

- 4.6.1. DNSSAB/NDHC retains its absolute discretion to negotiate with any Respondent, and such process can continue with any other Respondent(s) until an executed Contract or DNSSAB/NDHC cancels this RFP.
- 4.6.2. DNSSAB/NDHC shall incur no liability if it exercises its right to negotiate, and Respondents agree that DNSSAB/NDHC has full authority to choose whom it can negotiate with.
- 4.6.3. DNSSAB/NDHC shall have the right, but not the obligation, to negotiate on such matter(s) as it chooses with a Respondent(s).
 - 4.6.3.1. For clarity, DNSSAB/NDHC may, during negotiations, adjust, refine, reprioritize or rewrite the Scope of the Work, funding amounts, pricing, fees, and any other terms and conditions it deems necessary.
- 4.6.4. If DNSSAB or NDHC, in its sole and absolute discretion, is of the view that there is no reasonable prospect of concluding a Contract with a Respondent, DNSSAB/NDHC may terminate the negotiations with the Respondent and negotiate a Contract with another Respondent or cancel the RFP process and not enter into a Contract with any of the Respondents.



4.7. Right to Reject and Cancel

- 4.7.1. DNSSAB/NDHC retains the right to reject any or all Proposals, even if only one is received, and cancel this RFP at any time, either before or after the receipt and review of Proposals.
- 4.7.2. Following the cancellation of the RFP, DNSSAB/NDHC reserves the right to proceed, without limitation and as it determines in its sole discretion, all without liability, as follows:
 - 4.7.2.1. negotiate with one or more Respondents for the same or similar Scope of Work; and/or
 - 4.7.2.2. negotiate with any other person, Firm, and/or entity for the same or similar Scope of Work; and/or
 - 4.7.2.3. issue a new RFP for the same or similar Scope of Work on the same or modified terms.

5. AFTER SELECTION

5.1. Selection Notifications

- 5.1.1. Once DNSSAB/NDHC has selected a Successful Respondent, it will send an electronic notification asking the Successful Respondent to commence contract negotiations.
- 5.1.2. DNSSAB/NDHC makes no commitment to the Successful Respondent until a Contract has been mutually agreed to and executed by both DNSSAB/NDHC and the Successful Respondent.
- 5.1.3. The Successful Respondent acknowledges that the commencement of any discussion or negotiations for a Contract does not create any contractual obligations between DNSSAB/NDHC and the Successful Respondent.

5.2. Failure or Default of Successful Respondent

- 5.2.1. If the Successful Respondent, for any reason, fails or defaults in respect of any matter or thing that is an obligation of a Respondent under the terms of the RFP, DNSSAB/NDHC may disqualify the Successful Respondent from the RFP and may, at its option:
 - 5.2.1.1. Consider that the Successful Respondent has withdrawn any offer made or abandoned the Contract if the offer has been accepted, after which the acceptance, if any, of DNSSAB/NDHC shall be null and void.
 - 5.2.1.2. Consider that the Successful Respondent has abandoned any Contract and requires the Successful Respondent to pay DNSSAB/NDHC the difference between its Proposal and any other Proposals which DNSSAB/NDHC accepts if the latter is for a greater amount.
 - 5.2.1.3. Consider that the Successful Respondent has abandoned any Contract and requires the Successful Respondent to pay DNSSAB/NDHC any costs which DNSSAB/NDHC may incur because of the Respondent's failure or default.
 - 5.2.1.4. Consider that the Successful Respondent has abandoned any Contract wherein the Successful Respondent shall indemnify and save harmless DNSSAB or NDHC, its officers, employees and agents from all loss, damages, liability, costs, charges, and expenses howsoever suffered, incurred or sustained as a result of such default or failure of the Respondent.
- 5.2.2. The Successful Respondent shall be ineligible to submit a new Proposal for any Request for Proposals that DNSSAB/NDHC must reissue due to the Successful Respondent's failure or default or where DNSSAB/NDHC deems that the Successful Respondent has abandoned the Contract.

5.3. Non-Award Notifications

- 5.3.1. Non-award letters will be issued electronically to all unsuccessful Respondents upon the conclusion of the evaluation process.



6. CONTRACT AWARD

6.1. Initial Term

6.1.1. Unless otherwise expressly provided in this RFP and any ensuing Contract:

- 6.1.1.1. shall be deemed to be for a five (5) year term (the "Term") starting 1-July-2024 and ending 30-June-2029.
- 6.1.1.2. DNSSAB / NDHC reserves the right to alter the start dates of the Term at any time during this process.

6.2. Limitations for Contract Award

6.2.1. The Contract's award and/or extension thereof is subject to DNSSAB/NDHC receiving sufficient funding, securing budgetary, and CAO/Board approval.

- 6.2.1.1. If the DNSSAB/NDHC cannot secure sufficient funding and/or CAO/Board approval, this RFP and any ensuing Contract shall be cancelled, become null and void, all without penalty or liability.

7. DEBRIEF

7.1. Right to a Debrief

- 7.1.1. Respondents are entitled to request a debriefing within sixty (60) days following the issuance of the non-award letters.
- 7.1.2. Upon receiving a request, the Procurement Representative will schedule a meeting with the Respondent at a mutually convenient date and time.
- 7.1.3. Debriefings requested beyond sixty (60) days shall be at the discretion of the Procurement Representative but are not required.

7.2. The Debrief Meeting

7.2.1. At the debrief, a Respondent is entitled only to the following information:

- 7.2.1.1. Their final evaluation score per Pass/Fail methodology.
- 7.2.1.2. Which evaluation stage(s), under s. 3, were they considered for.
- 7.2.1.3. The final evaluation score of the Successful Respondent/s
- 7.2.1.4. The name of the Successful Respondent/s (organization/company name)
- 7.2.1.5. The strengths of their Proposal (non-evaluative items only)
- 7.2.1.6. The areas of weakness within their Proposal (non-evaluative items only)

7.3. Rules for Debriefings

- 7.3.1. A debriefing must be attended by the Procurement Representative and at least one other Evaluation Committee member.
- 7.3.2. The Respondent has the right to invite any Personnel and/or third-party representation, including legal, if it deems necessary, at its sole discretion.
- 7.3.3. Respondents are not entitled to see individual scores for each evaluation section; they are only permitted to know their final evaluation score.
- 7.3.4. Questions unrelated to the evaluation or selection process will not be responded to during the debriefing and will be noted as out of scope.
- 7.3.5. Questions or comments concerning other Respondents will not be discussed during the debriefing.
- 7.3.6. Any information requests related to confidential third-party organization proprietary information subject to the mandatory third-party exemption under the MFIPPA must be submitted as a formal Freedom of Information (FOI) request through DNSSAB or NDHC's Freedom of Information and Privacy representative.



7.4. Procurement Protest

- 7.4.1. A Respondent with a concern relating to the procurement process must follow the below-mentioned process.
 - 7.4.1.1. It is not appropriate for the Respondent to contact members of the DNSSAB/NDHC Board before or following the process for addressing a concern.
 - 7.4.1.2. If any Respondent voices a concern regarding a procurement process they are involved in, they will document their concern in writing and submit it to the Procurement Representative.
 - 7.4.1.3. The Procurement Representative shall respond to the Respondent in writing within fourteen (14) Business Days.
- 7.4.2. If the concern cannot be resolved to the Respondent's satisfaction, it shall be escalated to the Director of Corporate Services or designate.
 - 7.4.2.1. The Director of Corporate Services or designate will review the concern and respond in writing to the Respondent as required/appropriate within thirty (30) Business Days.
 - 7.4.2.2. The response may be provided during a debriefing process.
 - 7.4.2.3. Verbal follow-up and communication may be required to complete the response.
 - 7.4.2.4. If a face-to-face meeting is requested/required, the Director of Corporate Services or designate will arrange the meeting at a mutually convenient time, including the Procurement Representative.
- 7.4.3. If the Respondent is unsatisfied with the Director of Corporate Services response, the issue will be referred to the CAO.
 - 7.4.3.1. The CAO may meet with the Respondent or review the Respondent's concerns presented in writing at the CAO's sole discretion.
 - 7.4.3.2. The decision of the CAO is final.

8. GENERAL TERMS AND CONDITIONS

8.1. Definitions

- 8.1.1. In this RFP and any other documents, as determined by DNSSAB or NDHC, forming part thereof, words and expressions parenthetically defined shall have the meaning therein provided; however, all capitalized terms noted below shall have the following meanings regardless; with such definitions applying to both the singular and plural forms:
 - 8.1.1.1. "Addenda" means a document made available by the Procurement Representative which amends or clarifies the RFP.
 - 8.1.1.2. "AODA" means the Accessibility for Ontarians with Disability Act, 2005, S.O. 2005, Chapter 11, as may be amended from time to time and all regulations thereunder.
 - 8.1.1.3. "Appendix" means supplementary informative documentation prepared and/or the submission forms necessary for a Respondent to submit as part of their Proposal submission.
 - 8.1.1.4. "Board" means the governing board of directors for the District of Nipissing Social Services Administration Board and/or the Nipissing District Housing Corporation, as the context requires.
 - 8.1.1.5. "Business Day" means Monday to Friday inclusive, except statutory or civic holidays observed in the Province of Ontario and by DNSSAB or NDHC.
 - 8.1.1.6. "Business Hours" means 8:30 am to 4:30 pm on a Business Day.
 - 8.1.1.7. "CAO" means the Chief Administrative Officer of the District of Nipissing Social Services Administration Board or designate.
 - 8.1.1.8. "CEO" means the Chief Executive Officer of the Nipissing District Housing Corporation or designate.



Request for Proposals
RFP 2023-32-A: Legal Services (Vendor of Record)



- 8.1.1.9. "Closing Date" means the date and time noted in ss. 1.8 wherein the submission of a Proposal is due.
- 8.1.1.10. "Confidential Information" means information that may have economic value from not being generally known and/or is subject to efforts that are reasonable under the circumstances to maintain its secrecy; may include information contained in formulas, patterns, compilations, programs, methods, techniques, processes, products, services, devices, mechanism and any type of Personal Information.
- 8.1.1.11. "Conflict of Interest" includes situations wherein a Respondent (including members of their family) and/or any person associated with a Proposal:
 - 8.1.1.11.1. Can personally benefit financially from their involvement;
 - 8.1.1.11.2. can gain an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage in relation to the selection of a Preferred/Successful Respondent;
 - 8.1.1.11.3. where its other commitments, relationships, or financial interests could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; and/or
 - 8.1.1.11.4. where it could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations; and/or
 - 8.1.1.11.5. where Personnel of the District of Nipissing Social Service Administration Board and/or Nipissing District Housing Corporation (including board members and employees at or above the level of supervisor) can receive a personal and/or financial benefit and:
 - 8.1.1.11.6. where the personal or business interests of a board member, officer or agent of the Board conflict with the interests of DNSSAB/NDHC or
 - 8.1.1.11.7. where a personal gain, benefit, advantage or privilege is directly or indirectly given to or received by a board member, officer, agent or a person related to any one of them as a result of a decision by the Board;
 - 8.1.1.11.8. where the Board giving a direct or indirect gain, benefit, advantage or privilege to a board member, officer or agent or a person related to any one of them;
 - 8.1.1.11.9. where a board member, officer or agent or a person related to any one of them receiving a direct gain, benefit, advantage or privilege from DNSSAB/NDHC as a result of the person's position with the Board;
- 8.1.1.12. "Contract" means an written agreement, intended to be enforceable by law, negotiated between DNSSAB/NDHC and a Successful Respondent, which shall further refine the requirements, covenants, representations, expectations and obligations contemplated by this RFP and any other term or condition which has been mutually agreed to; "Engagement Agreement" has the same meaning.
- 8.1.1.13. "DNSSAB" means District of Nipissing Social Services Administration Board; for this RFP, DNSSAB shall mean the entity negotiating and awarding the Contract.
- 8.1.1.14. "Evaluation Committee" means the relevant representation from DNSSAB and NDHC, as selected by DNSSAB, which reviews and evaluates Proposals and makes the recommendations for Preferred Respondents.
 - 8.1.1.14.1. The Evaluation Committee does not have the authority to bind DNSSAB or NDHC.
- 8.1.1.15. "FIPPA" means the Freedom of Information and Protection of Privacy Act, R.S.O. 1990 C. F.11, as may be amended from time to time and all regulations thereunder.
- 8.1.1.16. "Firm" means any person, entity, corporation, or business that has acquired copies of the RFP and, therefore, is interested and/or intends to submit a Proposal in response.



Request for Proposals
RFP 2023-32-A: Legal Services (Vendor of Record)



- 8.1.1.17. "Good" means any tangible and intangible products, documents, materials, hardware, equipment, software, tickets, transportation, vehicles, fixtures and/or chattel, to be provided by the Vendor to meet the expectations, requirements, milestones, targets and/or deliverables of DNSSAB/NDHC as requested in Scope of Work; includes, as the context requires, every kind and description whether in solid, liquid, gaseous or electronic form that can be installed, transported, used, consulted, operated, maintained and/or manufactured for use by DNSSAB/NDHC.
- 8.1.1.18. "Include," "includes," and "including" denotes that the subsequent list is not exhaustive.
- 8.1.1.19. "May/should" denotes permissive (not mandatory).
- 8.1.1.20. "MFIPPA" means the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as may be amended from time to time and all regulations thereunder.
- 8.1.1.21. "Must/shall/will" denotes imperative (mandatory).
 - 8.1.1.21.1. Proposals that do not satisfy mandatory requirements will be non-compliant and may not be considered further at DNSSAB or NDHC's sole discretion.
- 8.1.1.22. "Opposing Party" means a Respondent with an outstanding, unresolved claim or legal proceeding against DNSSAB/NDHC or a Respondent against whom the DNSSAB/NDHC has an outstanding, unresolved claim or legal proceeding.
- 8.1.1.23. "Participating Entity" includes any other entities other than the Respondent who is included in the Proposal as either an affiliate, associate, partner, consultant, sub-consultant, contractor, sub-contractor, sub-processor, subsidiary, third-party service provider, distributor, dealer, and/or reseller necessary for the provision of the Respondent's Proposal for the requested Scope of Work.
- 8.1.1.24. "Party" means DNSSAB/NDHC and/or the Respondent, as the context may require.
- 8.1.1.25. "Personal Information" means any identifiable information about an individual that is therefore required to be protected pursuant to MFIPPA or any other laws (including regulations and common law) pertaining to the protection of personal, health, or insurance information.
- 8.1.1.26. "Personnel" means board members, employees, partners, shareholders, directors, officers, agents, assigns, representatives, contractors, subcontractors, sub-service providers, consultants, sub-consultants, temporary agencies, volunteers or anyone for whom at law a Party is responsible for in connection with or in any way related to the delivery and/or performance of obligations under this RFP and/or Contract.
- 8.1.1.27. "PHIPA" means the Personal Health Information Protection Act, 2004, SO 2004, c. 3, as may be amended from time to time and all regulations thereunder.
- 8.1.1.28. "PIPEDA" means the Personal Information Protection and Electronic Documents Act (S.C. 2000, c. 5), as may be amended from time to time and all regulations thereunder.
- 8.1.1.29. "Preferred Respondent" means the Respondent (s) short-listed by the Evaluation Committee, who is then recommended to DNSSAB.
- 8.1.1.30. "Price" means the charges, fees, and/or quotes provided by the Respondent in its Proposal as the total acquisition costs for its Proposal.
- 8.1.1.31. "Procurement Representative" means the representative of DNSSAB or NDHC, designated by DNSSAB or NDHC, who is the primary contact person regarding this RFP, particularly its procurement processes.
- 8.1.1.32. "Respondent" means a legal entity, a person, partnership, Firm or corporation that has submitted a Proposal in response to this RFP.
 - 8.1.1.32.1. Respondent includes any entity affiliated or related to the Respondent (including any entity with the same directing mind as the Respondent) as solely determined by DNSSAB or NDHC.



- 8.1.1.33. "Proposal" means the Respondent's response to this RFP and solutions for the Scope of Work, which shall be in the manner outlined under s. 3.
- 8.1.1.34. "Qualified Proposal" means that the Respondent and/or their Proposal has not been disqualified under ss. 3.12.
- 8.1.1.35. "RFP" means this solicitation document and includes any incorporated Appendices and Addenda issued by DNSSAB/NDHC that describe the Goods and/or Services to be purchased by DNSSAB/NDHC and the terms upon which the Goods and/or Services are to be purchased.
- 8.1.1.36. "Scope of Work" means the areas of expertise to which DNSSAB/NDHC seeks legal services and support, through this RFP, as detailed in s. 2.
- 8.1.1.37. "Service" means the direct action, support, advice, representation, activity, labour, program, and/or task of the Vendor to meet the expectations, requirements, milestones, targets and/or deliverables outlined in Scope of Work; inclusive, if applicable, of any description whether commercial, industrial, trade, or otherwise, of all professional, technical and artistic productions, and the transporting, acquiring, maintenance, supplying, storing and otherwise dealing with any action, arrangement, construction project (including reconstruction, demolition, repair or renovation of a building structure or other civil engineering or architectural work and includes site preparation, excavation, drilling, seismic investigation, soil investigation, supply of products and materials and the supply of equipment and machinery if they are included in and incidental to the cleaning, construction, installation, and/or repair of fixtures of a building, structure or other civil engineering design or architectural work), procurement, support activity and/or consultation required for the satisfactory completion of the Scope of Work; except those services to be delivered by an employee of DNSSAB/NDHC in accordance with the terms of their employment.
- 8.1.1.38. "Successful Respondent" means the Respondent selected by DNSSAB/NDHC for contract negotiations.
- 8.1.1.39. "Vendor" means the Successful Respondent who has been added to the VOR.
- 8.1.1.40. "Vendor of Record" means the listing of all Successful Respondents, itemized by areas of expertise, wherein DNSSAB or NDHC can select a Vendor on an as-needed basis for specific Assignments.
- 8.1.1.41. "WSIA" means the Workplace Safety and Insurance Act, 1997, S.O. 1997, c.16, Sch. A, as may be amended from time to time and all regulations thereunder.
- 8.1.1.42. "WSIB" means Workplace Safety and Insurance Board.

8.2. Incorporated Documents

8.2.1. The following Appendices shall be deemed to be incorporated herein by reference:

- 8.2.1.1. [APPENDIX A: NIPISSING DISTRICT'S MUNICIPALITIES AND AREAS](#)
- 8.2.1.2. [APPENDIX B: STAGE I \(SUBMISSION FORM\)](#)
- 8.2.1.3. [APPENDIX C: STAGE I \(REVIEW FORM\)](#)
- 8.2.1.4. [APPENDIX D: STAGE II \(SUBMISSION FORM\)](#)
- 8.2.1.5. [APPENDIX E: STAGE II \(REVIEW FORM\)](#)
- 8.2.1.6. [APPENDIX F: STAGE III \(SUBMISSION FORM\)](#)
- 8.2.1.7. [APPENDIX G: STAGE III \(REVIEW FORM\)](#)
- 8.2.1.8. [APPENDIX H: STAGE IV \(EVALUATION FORM\)](#)
- 8.2.1.9. [APPENDIX I: STAGE IV \(REVIEW FORM\)](#)
- 8.2.1.10. [APPENDIX J: STAGE V \(SUBMISSION FORM\)](#)
- 8.2.1.11. [APPENDIX K: STAGE V \(REVIEW FORM\)](#)



- 8.2.2. To the extent that any provision of an Appendix conflicts with the terms and conditions of this solicitation document, the terms and conditions of the solicitation document shall control unless the solicitation document or Appendix expressly states requirements of a different manner.

8.3. Solicitation of Personnel

- 8.3.1. Except for the Procurement Representative, Respondents shall not contact or communicate with any individual working for or associated with DNSSAB/NDHC concerning this RFP.
- 8.3.2. Any Respondent that DNSSAB/NDHC determines to circumvent or subvert this process may be disqualified at DNSSAB or NDHC's absolute discretion.

8.4. Political Letters of Reference and Other Representations

- 8.4.1. Letters of reference from elected individuals at any level of government and other such representations will not be accepted as part of a Proposal submission, nor will they be given any weight in the deliberations about the relative merits of Proposals and the ultimate determination of the Preferred and/or Successful Respondent.

8.5. Influence

- 8.5.1. No Respondent and/or any person, partnership, Firm, corporation, or company associated with it shall attempt in any way, directly or indirectly, either in private or in public, to influence the outcome of any DNSSAB/NDHC evaluation or Proposal acceptance.
- 8.5.2. If any Respondent, or anyone associated with a Respondent in any capacity, attempts to influence the outcome of any DNSSAB/NDHC procurement process, the Respondent and their Proposal will be disqualified.

8.6. No Collusion

- 8.6.1. Under Canadian law, a Respondent's Proposal must be prepared separately and independently, without conspiracy, collusion or fraud.
- 8.6.1.1. Therefore, no Respondent may discuss or communicate directly or indirectly the preparation or contents of its Proposal with any other Firm or the agent or representative of any other Firm unless it is regarding a joint submission.
- 8.6.2. If DNSSAB/NDHC discovers there has been a breach under ss. 8.6, DNSSAB/NDHC reserves the right to disqualify the Respondent and Proposal and/or terminate any ensuing Contract.

8.7. Conflict of Interest

- 8.7.1. Respondent must disclose to DNSSAB/NDHC any actual or potential Conflict of Interest that might compromise its position and/or performance using [APPENDIX B: STAGE I \(SUBMISSION FORM\)](#).
- 8.7.2. If such a Conflict of Interest does exist, the Evaluation Committee and/or DNSSAB/NDHC may, at its discretion, refuse to consider the Respondent's Proposal.
- 8.7.3. The Respondent must also disclose whether it is aware of any DNSSAB/NDHC Personnel, especially board members, having a financial interest in the Firm and its nature.
- 8.7.3.1. If such an interest exists or arises, the Evaluation Committee and/or DNSSAB/NDHC may, at its discretion, refuse to consider the Respondent's Proposal or withhold the Contract award until the matter is resolved to DNSSAB or NDHC's sole satisfaction.
- 8.7.3.2. Under no circumstances will DNSSAB/NDHC acquire Goods and/or Services from any of DNSSAB or NDHC's Personnel.

8.8. Process Non-binding

- 8.8.1. This procurement process is not intended to create and will not create a formal, legally binding bidding process; instead, it will be governed by the law applicable to direct commercial negotiations.



8.8.2. For greater certainty and without limitation:

- 8.8.2.1. This RFP will not give rise to any Contract based tendering law duties or other legal obligations arising from any process contract or collateral contract.
- 8.8.2.2. Neither Party will have the right to make any claims (in Contract, tort, or otherwise) against the other with respect to the award of a contract or failure to award a contract.
- 8.8.2.3. This RFP makes no guarantee of the value or volume of work to be assigned.
- 8.8.2.4. This RFP does not create a legal relationship or obligation until the execution of a written Contract which DNSSAB/NDHC and the Successful Respondent have mutually endorsed.

8.9. Pricing Information

- 8.9.1. While the Pricing information provided in a Proposal will be non-binding prior to the execution of a written Contract, such information will be assessed during the evaluation and ranking of Proposals; therefore, the Respondent should be prepared to honor their Pricing for a ninety (90) day period after the Closing Date.
- 8.9.2. Any inaccurate, misleading or incomplete information, including withdrawn or altered Pricing, could adversely impact the evaluation and ranking of the Proposal; therefore, DNSSAB/NDHC reserves the right to reject said Proposal as incomplete or obscure.
- 8.9.3. The legislation and regulations governing the workplace in Ontario, including, without limitation, the Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)), Immigration and Refugee Protection Act (SC 2001, c. 27), Employment Standards Act, 2000, S.O. 2000, c. 41, Employer Health Tax Act, R.S.O. 1990, c. E.11, Labour Relations Act, 1995, S.O. 1995, c. 1, Sched. A, Occupational Health and Safety Act, R.S.O. 1990, c. O.1, and the Workplace Safety and Insurance Act, 1997, S.O. 1997, c. 16, Sched. A may change at any time and may impact Respondent's Pricing.
 - 8.9.3.1. In submitting its Proposal, each Respondent hereby acknowledges that it has considered any proposed changes to legislation and regulations and any impact such changes, if any, may have on its Pricing.
 - 8.9.3.2. Respondents are advised that DNSSAB/NDHC will not entertain requests to change Pricing in any subsequent contract based on changes to the minimum wage or other legislative or regulatory amendments made under any statute.
 - 8.9.3.3. It is each Respondent's obligation to operate according to all applicable laws at all times.
 - 8.9.3.4. Each Respondent assumes all risk and responsibility for cost increases due to legislative and regulatory changes.

8.10. Non-Exclusive

- 8.10.1. This RFP does not constitute a request, nor will it proceed to an exclusive Contract for the Scope of Work, as DNSSAB/NDHC reserves the right to contract with others for Goods and/or Services associated with the Scope of Work, which are of the same or similar nature, and DNSSAB/NDHC may obtain such Goods and/or Services externally and/or internally.

8.11. Errors and Omissions

- 8.11.1. No term or conditions within this RFP will be construed against or interpreted to the disadvantage of DNSSAB/NDHC as DNSSAB/NDHC has drafted the RFP.
- 8.11.2. If there is any inconsistency or conflict in the RFP, the Respondent must notify DNSSAB/NDHC prior to the Closing Date.
 - 8.11.2.1. If notification is provided after the Closing Date, DNSSAB/NDHC reserves the right to include or reject the notification.
 - 8.11.2.2. The Respondent shall not take advantage of any apparent error or omission in the RFP.



8.11.3. Any Good and/or Service not specified which is necessary for the proper performance and completion of any part of the Scope of Work contemplated herein, which may be implied as included in the Scope of Work, shall be part of this RFP as if it had been specified and shall not be construed as a variation in the Scope of Work to be quoted, and shall be deemed as include Respondent's Pricing.

8.12. Costs

8.12.1. Preparation and submission of a response to this RFP is voluntary; costs associated with a Proposal's preparation and submission and any associated meetings, negotiations, presentations, and/or discussions with DNSSAB/NDHC are solely that of the Respondent submitting the Proposal.

8.13. No Claim

- 8.13.1. DNSSAB/NDHC will not be liable for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Respondent in preparing and submitting a Proposal or participating in negotiations for a Contract, or other activity related to or arising out of this RFP.
- 8.13.2. Except as expressly and specifically permitted in this RFP, no Respondent shall have any claim for any compensation whatsoever due to participating in this RFP.
- 8.13.3. By submitting a Proposal, each Respondent shall be deemed to have agreed that it has no claim.

8.14. Ownership and Disclosure of Documentation

- 8.14.1. The documentation comprising any Proposal submitted in response to the RFP, along with all correspondence, documentation and information provided to DNSSAB/NDHC by any Respondent in connection with or arising out of this RFP, once received by DNSSAB or NDHC:
 - 8.14.1.1. Shall become the property of DNSSAB or NDHC.
 - 8.14.1.2. Will not be returned to the Respondent.
 - 8.14.1.3. Shall become subject to MFIPPA and may be released under that Act.
 - 8.14.1.3.1. Because of MFIPPA, Respondents are advised to identify any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury.
 - 8.14.1.3.2. At a minimum, each Respondent's name, along with their Pricing and Cumulative Score, may be made public.

8.15. Ownership of Provided Data

8.15.1. All correspondence, documentation and information provided by DNSSAB/NDHC and/or the Procurement Representative to any Respondent in connection with or arising out of this RFP is and shall remain the property of DNSSAB/NDHC and must not be used for any purpose other than replying to this RFP and fulfilling any subsequent Contract.

8.16. Confidentiality of Provided Data

8.16.1. Respondents shall not disclose any RFP documents to any third party without the prior express written consent of DNSSAB/NDHC but may disclose RFP documents to its Personnel and potential Participant Entities on a need-to-know basis for the limited purpose of helping the Respondent consider or prepare a Proposal.

8.17. Publicity



8.17.1. The Respondent and any of its Participating Entities shall not make any public comment, respond to questions in a public forum, release for publication any information, or carry out any activities to either criticize DNSSAB or NDHC, another Respondent, another Proposal or to promote publicly or advertise their qualifications, interest in or participation in the RFP, without prior written permission from DNSSAB or NDHC.

8.18. Applicable Law

8.18.1. This RFP shall be governed and construed in accordance with the laws of the Province of Ontario, the federal laws of Canada applicable therein, and applicable DNSSAB/NDHC by-laws and policies.

8.19. Trade Agreements

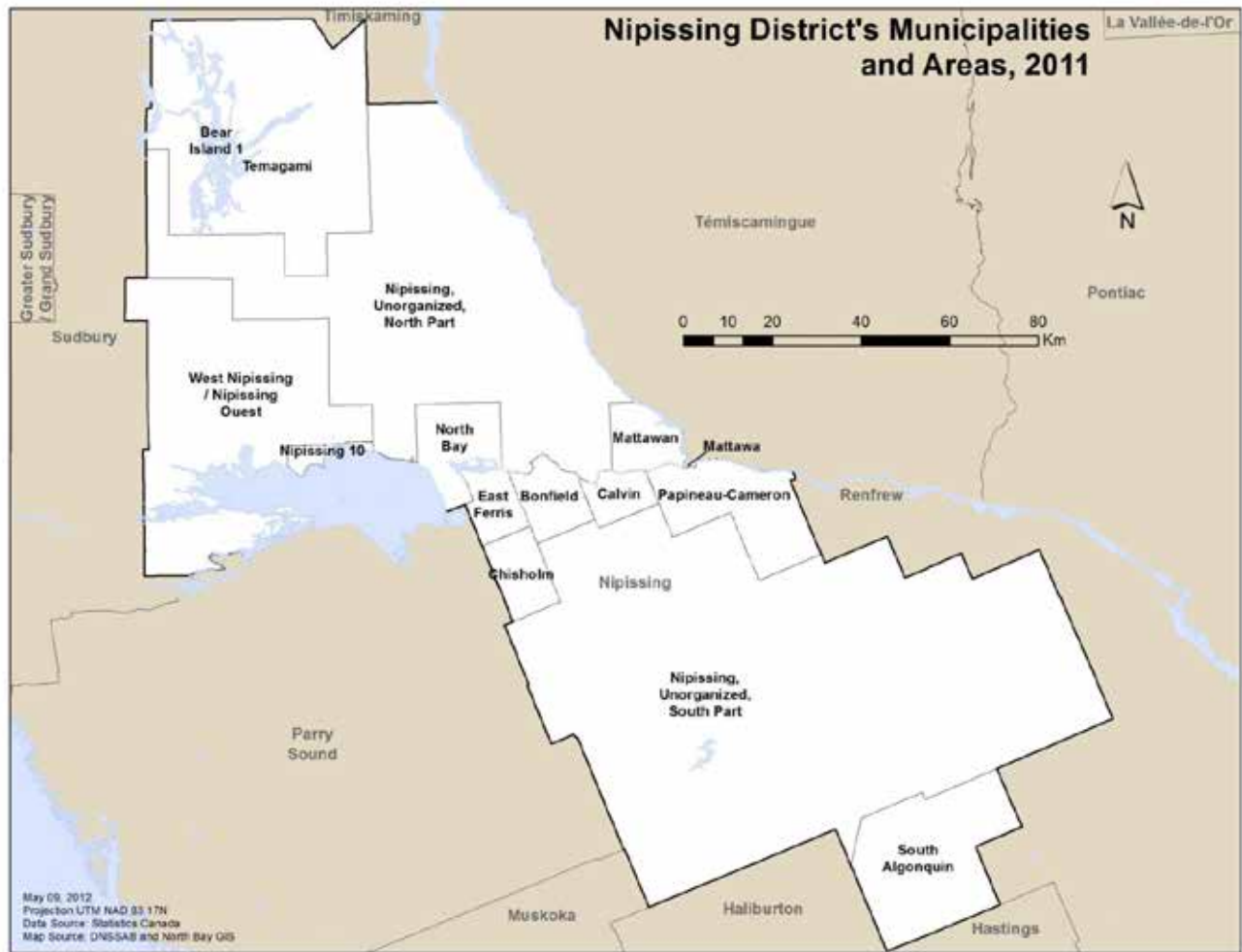
8.19.1. Respondents should note that procurements falling within the scope of Chapter five (5) of the Canadian Free Trade Agreement (CFTA), Chapter 19 of the Canada-European Union: Comprehensive Economic and Trade Agreement (CETA), or Chapter 13 of the Canada-United States-Mexico Agreement (CUSMA) are subject to that trade agreement but that the rights and obligations of the parties will be governed by the specific terms and conditions contained within this RFP.

8.20. Appeal of Decision

8.20.1. There shall be no appeal of DNSSAB/NDHC decisions concerning the RFP.

8.20.2. DNSSAB/NDHC decisions are final and binding.

APPENDIX A: NIPISSING DISTRICT'S MUNICIPALITIES AND AREAS





APPENDIX B: STAGE I (SUBMISSION FORM)

Respondent's Information

Respondent must provide all requested information below.

Firm Name: _____

Firm Address: _____

Firm's Contact Person: _____

Contact Email: _____

Contact Phone: _____

Acknowledgment of Addendums

We acknowledge receipt of _____ addendums and agree that the addendum/addenda forms part of the RFP. I am aware that failure to acknowledge the correct amount of Addendum(s) may result in the disqualification of my Proposal at DNSSAB or NDHC's sole discretion.

Respondent's Declaration

Please initial beside each statement with which you agree. For DNSSAB or NDHC's purpose, only those Respondents who have accepted (initialed) each statement of the Respondent's Declaration will be considered; failure to agree to any statement may disqualify your Proposal at DNSSAB or NDHC's sole discretion.

_____ I/WE have reviewed all documents associated with this RFP and agree to all its terms and conditions.

_____ I/WE declare that the Proposal submitted has been made entirely in accordance with the terms and conditions outlined in the RFP.

_____ I/WE declare that this Proposal is the only Proposal submitted by us and that no other Proposal was submitted by us using a different name, subsidiary, or by any other means.

_____ I/WE declare that this Proposal does not contain multiple Pricing strategies based on distinct acceptance periods or conditions.

_____ I/WE declare that this Proposal was submitted by a Respondent (and all Participating Entities) who is not an Opposing Party in a legal action against DNSSAB or NDHC.

_____ I/WE declare that this Proposal is made without connection, knowledge, comparison of figures or arrangements with any other Respondent, firm or person making a submission and is in all respects fair and without collusion for fraud.

_____ I/WE declare that the Respondent's Firm empowers the undersigned to negotiate all matters with DNSSAB or NDHC's representatives relative to this RFP and any future Contract, and the person named below has the authority to submit this Proposal on behalf of the Respondent's Firm.

_____ I/WE declare that no persons associated with the Proposal have initiated communication about this RFP after it was issued and before the Closing Date or before one or more contracts are entered in respect of the Scope of Work, which is its subject, with any member of DNSSAB or NDHC's Personnel and/or the media.

_____ I/WE declare that no person associated with the Proposal has been convicted of a criminal offence, including but not limited to fraud or theft.



Request for Proposals
RFP 2023-32-A: Legal Services (Vendor of Record)



I/WE declare that no person associated with the Proposal has been convicted of any quasi-criminal offence pursuant to applicable legislation or regulations, including but not limited to the Occupational Health and Safety Act, as amended, where the circumstances of that conviction demonstrate a disregard on the part of the Respondent for the health and safety of its workers, DNSSAB or NDHC's employees, and/or the general public.

I/WE declare that no person associated with the Proposal has committed professional misconduct, acts, or omissions that adversely reflect on the commercial integrity of the Respondent.

I/WE declare that if any future Contract is to be negotiated with DNSSAB/NDHC regarding the subject matter herein, the negotiations and the Contract shall be governed, construed and enforced under the laws of the Province of Ontario and the federal laws of Canada.

I/WE, including Non-Resident Respondent, shall comply with all Federal, Provincial (Ontario) and Municipal Laws, Acts, Ordinances, regulations, and By-Laws which in any way pertain to the Scope of Work outlined in this RFP.

I/We, including the Non-Resident Respondent, shall charge applicable HST for Ontario.

I/WE agree that any and all Personnel involved in the provision of the Goods and/or Services completed in the Proposal will be appropriately trained under the Occupational Health and Safety Act, that every supervisor appointed is a 'competent person' as defined in the Act, and all work shall be in compliance with the Act's regulations.

I/WE agree to hold DNSSAB/NDHC safe and harmless from any property damage or claims by individuals or third parties, including any legal costs incurred by DNSSAB/NDHC in connection therewith, on a solicitor/client basis, due to defective, damaged or unsuitable Goods and/or Services.

DECLARATION OF A CONFLICT OF INTEREST *(if applicable, provide details below)*

DECLARATION OF A JOINT SUBMISSION *(if applicable, provide details below)*

Project Identification

Please select your area of expertise for the VOR listing.

I/WE can confirm that we can advise, represent and support DNSSAB and NDHC under the following areas of expertise:

- Expertise in Labour and Employment Law (Collective Bargaining and Grievances)
- Expertise in Labour and Employment Law (Employment Standards, Contracts, and Terminations)
- Expertise in Labour and Employment Law (Human Rights)
- Expertise in Labour and Employment Law (Independent Contractor Agreements)
- Expertise in Labor and Employment Law (Workplace Safety and Insurance and Occupational Health and Safety)



Request for Proposals
RFP 2023-32-A: Legal Services (Vendor of Record)



<input type="checkbox"/>	Expertise in Contract Law (Agreement of Purchase and Sale)
<input type="checkbox"/>	Expertise in Contract Law (Service Agreements)
<input type="checkbox"/>	Expertise in Contract Law (Data Sharing Agreements)
<input type="checkbox"/>	Expertise in Contract Law (Construction)
<input type="checkbox"/>	Expertise in Contract Law (Tech or Software Agreements)
<input type="checkbox"/>	Expertise in Contract Law (Dispute Resolution)
<input type="checkbox"/>	Expertise in Property Law (Commercial Leases)
<input type="checkbox"/>	Expertise in Property Law (Operator's Licenses)
<input type="checkbox"/>	Expertise in Property Law (Landlord and Tenant)
<input type="checkbox"/>	Expertise in Property Law (Real Property Agreements)
<input type="checkbox"/>	Expertise in Governance (DSSAB Act)
<input type="checkbox"/>	Expertise in Governance (Boards, Codes of Conduct, and Conflict of Interest)
<input type="checkbox"/>	Expertise in Governance (By-Laws)
<input type="checkbox"/>	Expertise in Governance (Jurisdictional)
<input type="checkbox"/>	Expertise in Governance (Fiduciary Duties)
<input type="checkbox"/>	Expertise in Governance (Codes of Conduct)
<input type="checkbox"/>	Expertise in Corporate Law (Non-Profits)
<input type="checkbox"/>	Expertise in Insurance Law
<input type="checkbox"/>	Expertise in Tax Law
<input type="checkbox"/>	Expertise in Municipal Law
<input type="checkbox"/>	Expertise in Environmental Protection and Assessment Law
<input type="checkbox"/>	Expertise in Intellectual Property Law
<input type="checkbox"/>	Expertise in Procurement/Tendering Law
<input type="checkbox"/>	Expertise in IT/Cyber Law
<input type="checkbox"/>	Expertise in Privacy Law (MFIPPA)
<input type="checkbox"/>	Expertise in Privacy Law (PIPEDA)
<input type="checkbox"/>	Expertise in Privacy Law (PHIPA)
<input type="checkbox"/>	Expertise in Social Services Legislation (Ambulance Act)
<input type="checkbox"/>	Expertise in Social Services Legislation (Child Care and Early Years Act)
<input type="checkbox"/>	Expertise in Social Services Legislation (Emergency Management and Civil Protection Act)
<input type="checkbox"/>	Expertise in Social Services Legislation (Housing Services Act)
<input type="checkbox"/>	Expertise in Social Services Legislation (Ministry of Health and Long-Term Care Act)
<input type="checkbox"/>	Expertise in Social Services Legislation (Ontario Works Act)



Request for Proposals
RFP 2023-32-A: Legal Services (Vendor of Record)



- | | |
|--------------------------|---|
| <input type="checkbox"/> | Expertise in Social Services Legislation (Ontario Disability Support Program Act) |
| <input type="checkbox"/> | Experience at the Human Rights Tribunal |
| <input type="checkbox"/> | Experience at the Landlord and Tenant Board |
| <input type="checkbox"/> | Experience at the Social Benefits Tribunal |
| <input type="checkbox"/> | Experience at the Assessment Review Board |
| <input type="checkbox"/> | Experience at the Ontario Land Tribunal |

Required Documents

Respondents must submit the following document(s) with this form.

- | YES | NO | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | I/WE have submitted a copy of a current Business License or Letters of Incorporation. |
| <input type="checkbox"/> | <input type="checkbox"/> | I/WE have submitted verification of good standing with the Law Society of Ontario for each proposed member of the legal team. |
| <input type="checkbox"/> | <input type="checkbox"/> | Brief Biographies of each proposed legal team member (2–3 paragraphs or 1-page max) that include an overview of their experience, case histories, academic qualifications and certifications. |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of your standard retainer form or engagement letter. |



Request for Proposals
RFP 2023-32-A: Legal Services (Vendor of Record)



Declaration of Participating Entities

Participating Entity agreements made by the Respondent will not release the Respondent from any obligation to DNSSAB/NDHC concerning the performance of its obligations under the Contract. DNSSAB/NDHC will not be responsible for payment to the Respondent's Participating Entities if the Respondent defaults on its responsibilities. The Respondent is responsible for communicating this information to its Participating Entities.

Respondent's Declaration

Please initial beside the statement which best describes how Participating Entities are associated with your Proposal:

Yes If Participating Entities are associated with this Proposal, provide details using the table below.

No If by own forces, state so here (initial)

If Yes above, provide a list of all Participating Entities you will be using to undertake the work (add as many rows as necessary) and include their role and the amount, in dollars, allocated from your Proposal that will be expensed to the Participating Entity.

Listing of Participating Entities				
Type	Responsibility	Amount (\$)	Firm Name and Address	Contact Person
<input type="checkbox"/> Affiliate <input type="checkbox"/> Associate <input type="checkbox"/> Dealer <input type="checkbox"/> Distributor <input type="checkbox"/> Partner <input type="checkbox"/> Consultant <input type="checkbox"/> Sub-consultant <input type="checkbox"/> Contractor <input type="checkbox"/> Reseller <input type="checkbox"/> Sub-contractor <input type="checkbox"/> Sub-processor <input type="checkbox"/> Subsidiary <input type="checkbox"/> Third-party service provider <input type="checkbox"/> Other _____				
<input type="checkbox"/> Affiliate <input type="checkbox"/> Associate <input type="checkbox"/> Dealer <input type="checkbox"/> Distributor <input type="checkbox"/> Partner <input type="checkbox"/> Consultant <input type="checkbox"/> Sub-consultant <input type="checkbox"/> Contractor <input type="checkbox"/> Reseller <input type="checkbox"/> Sub-contractor <input type="checkbox"/> Sub-processor <input type="checkbox"/> Subsidiary <input type="checkbox"/> Third-party service provider <input type="checkbox"/> Other _____				

Completed by:

_____ Firm

_____ Authorized Signature

_____ Name

_____ Title

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APPENDIX C: STAGE I (REVIEW FORM)

REVIEW ITEMS	PASS	FAIL	NA
Respondent's Information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Acknowledgment of Addendums	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Respondent's Declaration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Declaration of a Conflict Of Interest	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Declaration of a Joint Submission	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Selected an area of expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Requested Document One	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Requested Document Two	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Requested Document Three	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Requested Document Four	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Respondent's Declaration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Listing of Participating Entities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

STAGE I RESULTS	Respondent's Points	NEED
		12 Passes*

**All items marked as NA will be counted as a Pass.*

Reviewed By:

Name

Date



APPENDIX D: STAGE II (SUBMISSION FORM)

All Respondents must provide details about their Firm and its experience delivering the same or similar services. If you deem a question does not apply to you, you must explain or outline why it is so. Please see *APPENDIX E: STAGE II (EVALUATION FORM)* for the evaluation form being used to assess your responses.

1. Please provide a brief history of your Firm.

2. Please provide details of your Firm's overall and known areas of expertise; include any relevant documentation supporting your response.

3. Identify the proposed legal team, with specific attention to who will be the primary contact for instructions, advice, representation and billing.

4. Provide citations to cases or secondary materials demonstrating your experience and expertise in your selected areas of expertise.

5. Please outline your Firm's risk management architecture, strategy and protocols; include any relevant documentation supporting your response.

6. Please outline your Firm's health and safety policy and procedures; include any relevant documentation supporting your response.

7. Please confirm your Firm's policies and procedures regarding protecting confidential information; ensure to include any relevant documentation supporting your response.

8. Please outline your Firm's policy on access for all persons in accordance with the AODA; ensure to include any relevant documentation that will support your response.



Request for Proposals
RFP 2023-32-A: Legal Services (Vendor of Record)



9. At a high level, please describe how your Firm will allow DNSSAB or NDHC to meet its current and future needs; ensure to include any relevant documentation that will support your response.

10. With specific details, please confirm each of the associated legal services your Firms provides in your selected area of expertise; ensure to include any relevant documentation that will support your response.

11. Please confirm your Firm's preference for client instruction and your response time guarantee.

12. Please confirm your Firm's communication approach with clients, with specific attention to task completion and deadline notifications; ensure to include any relevant documentation that will support your response.

13. Please confirm, with specific details, any value-added components, creative opportunities for cost savings, or innovative goods and/or services within your Firm that would benefit DNSSAB/NDHC; ensure to include any relevant documentation that will support your response.

Completed by:

_____ Firm

_____ Authorized Signature

_____ Name

_____ Title

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APPENDIX E: STAGE II (REVIEW FORM)

REVIEW ITEMS	PASS	FAIL	NA
Question 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question 4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question 5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question 6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question 7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question 8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question 9	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question 10	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question 11	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question 12	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question 13	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

STAGE II RESULTS	Respondent's Points	NEED

**All items marked as NA will be counted as a Pass.*

Reviewed By:

Name

Date



APPENDIX F: STAGE III (SUBMISSION FORM)

Provide a staff breakdown of all costs associated with your Proposal. All costs must be fully itemized and complete (no estimates). All costs must be in Canadian dollars with H.S.T. excluded. All costs submitted shall be considered firm for the length of any Contract, including for any extension term(s).

Staff	Hourly Rate	Daily Rate
Partner		
Senior Associate		
Associate		
Trainee		
Paralegal		
Other:		

Please confirm below if your Firm is proposing a yearly price increase to the above rates.

TERM YEAR	% INCREASE Hourly Rate	% INCREASE Daily Rate
Year 2		
Year 3		
Year 4		
Year 5		

Completed by:

Firm

Authorized Signature

Name

Title

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Request for Proposals
RFP 2023-32-A: Legal Services (Vendor of Record)



APPENDIX G: STAGE III (REVIEW FORM)

REVIEW ITEMS	PASS	FAIL	NA
Partner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Senior Associate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Associate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trainee	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paralegal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Year 2 – Price Increase	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Year 3 – Price Increase	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Year 4 – Price Increase	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Year 5 – Price Increase	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

STAGE III RESULTS	Respondent's Points	NEED
		10 Passes*

**All items marked as NA will be counted as a Pass.*

Reviewed By:

Name

Date



APPENDIX H: STAGE IV (EVALUATION FORM)

The Evaluation Committee will use the form when assessing the Presentation from a Respondent.

	Pass	Fail	NA
Overall impression of the Firm's presentation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The presenter clearly described the Firm's experience in the proposed area of expertise.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The presenter provided a walkthrough of the legal services associated with the proposed area of expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The presenter conveyed that the company has the capacity (financial) and professionalism (experience and expertise) necessary to deliver legal services and support.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The presenter confirmed that the team responsible for the services is credible and capable of meeting all expectations and challenges.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The presenter gave a detailed outline of the communication plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The presenter fully outlined how and why the Pricing was determined and that DNSSAB or NDHC will receive a competitive pricing model compared to other institutions of the same or similar nature.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Assessed By:

Name

Date



APPENDIX I: STAGE IV (REVIEW FORM)

REVIEW ITEMS	PASS	FAIL	NA
Question 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question 4	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question 5	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question 6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question 7	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

STAGE IV RESULTS	Respondent's Points	NEED
		7 Passes*

**All items marked as NA will be counted as a Pass.*

Reviewed By:

Name

Date



APPENDIX J: STAGE V (SUBMISSION FORM)

Please provide a minimum of three (3) unique references from companies or individuals (DNSSAB/NDHC excluded) for whom you have supported with the same or similar scope and magnitude of work requested in this RFP within the past five (5) years.

Description	Referee No. 1	Referee No. 2	Referee No. 3
Has the Referee been Informed?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Referee's Company			
Referee's Full Name			
Referee's Job Title			
Referee's Email Address			
Referee's Phone Number and Extension			
Area of expertise provided			
Date work commenced (year)			
Date work ended (year)			

Completed by:

Firm

Authorized Signature

Name

Title

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APPENDIX K: STAGE V (EVALUATION FORM)

Referees will be asked to assess their experience based on the following criteria.

REFERENCE EVALUATION CRITERIA	PASS	FAIL	NA
Question about the overall experience	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question about the area of expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question about capacity and professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question about the quality of the team	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question about quality of advice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question about the quality of representation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question about meeting deadlines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question about pricing & billing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question about customer service/communication	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Question about their recommendation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

STAGE V RESULTS	Respondent's Points	NEED

**All items marked as NA will be counted as a Pass.*

Reviewed By:

Name

Date

End of Document