

Mohawk Council of Akwesasne
Department of Community and Social Services
REQUEST FOR PROPOSAL
LEGAL COUNSEL SERVICES

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1. Invitation and Submission Instructions

1.1. Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Mohawk Council of Akwesasne, Department of Community and Social Services to prospective Proponents to submit proposals for Legal Services, for our Children’s Aid Society (MCA-DCSS) – the described in Appendix D – RFP PARTICULARS. The Mohawk Council of Akwesasne, Department of Community and Social Services is requesting Proposals from Qualified Law Firms for Legal Services in accordance with the terms, conditions, and scope of work set out in this RFP document. The Mohawk Council of Akwesasne, Department of Community and Social Services is inviting Proposals for innovative and creative Proposals that will secure the best value for Legal Services described herein through a thoughtful balance of expertise, service delivery, and cost from a qualified Law Firm, all in accordance with the Terms, Conditions, and Scope of work set out in this RFP.

1.2. RFP Contract

For the purposes of this procurement process, the “RFP Contact” will be: joseph.morin-lauzon@akwesasne.ca. Proponents should only contact the RFP Contact where specifically instructed to in this RFP. Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Mohawk Council of Akwesasne, other than in accordance with this section. Failure to adhere to this rule may result in the disqualification of the Proponent and the rejection of the Proponent’s proposal.

1.3. Contract for Deliverables

1.3.1. Type of Contract

The selected Proponent will be required to enter into an Agreement with the MCA-DCSS’ for the provision of the Deliverables in the form attached as Appendix A to the RFP (the “Agreement”). It is MCA, DCSS’ intention to award to one Legal entity. The MCA, DCSS’ reserves the right to award this RFP to one or more legal entities with proven expertise in the areas provided below.

1.3.2. Term of Contract

Subject to the term of the Agreement, the initial term of the Agreement shall be for five (5) years (the “Initial Term”). Upon the expiry of the Initial Term, the MCA, DCSS’ may, at its sole option, elect to renew the Agreement for (approximately) two (2) to five (5) additional one (1) year terms (each a "Renewal Term). The Initial Term and the Renewal Term(s), if any, shall hereinafter together be referred to as the “Term”.

1.4. RFP Timetable

1.4.1. Key Dates

Issue Date of RFP	May 10, 2023
Deadline for Questions via email	May 26, 2023
Virtual Q&A with ACFS	May 24, 2023
Submission Deadline	June 5, 2023
Selection Process	June 12, 2023
Notification of Selection	June 19, 2023
Legal Services Agreement, internal vetting process and approval	June 26, 2023
Anticipated Execution of Agreement	July 10, 2023

The RFP timetable is tentative only and may be changed by the MCA, DCSS' at any time.

1.5. Submission of Proposals

1.5.1. Proposals to be Submitted to Prescribed Location

Proposals must be submitted to: joseph.morin-lauzon@akwesasne.ca

1.5.2. Proposals to be Submitted on Time

Proposals must be submitted on or before the Submission Deadline. Proposals submitted after the Submission Deadline will not be accepted. Proponents are advised to make submissions well before the deadline. Proponents making submissions near the deadline do so at their own risk.

1.5.3. Proposals to be Submitted in Prescribed Format.

Proponents are cautioned that the timing of their submission is based on when the proposal is received by the MCA-DCSS', not when a proposal is submitted by a Proponent, as transmission can be delayed due to file transfer size, transmission speed or other technical factors.

For the above reasons, the MCA, DCSS' recommends that Proponents allow sufficient time to upload their submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing date and time shall be determined by the MCA, DCSS'.

Proponents should contact the RFP Contact at least twenty-four hours prior to deadline if they encounter any problems. The bidding system will send a confirmation email to the Proponent advising when the proposal was submitted successfully. If Proponents do not receive a confirmation email, they should contact the RFP Contact immediately.

1.5.4. Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline. However, the Proponent is solely responsible for ensuring that the amended proposal is received by the bidding system by the Submission Deadline.

1.5.5. Withdrawal of Proposals

Proponents may withdraw their proposals prior to the Submission Deadline. To withdraw a proposal prior to the Submission Deadline, the Proponent is solely responsible for ensuring that the proposal is withdrawn through the bidding system. The MCA, DCSS' is under no obligation to return withdrawn proposals.

1.5.6. Proposals Irrevocable after Submission Deadline

Proposals shall be irrevocable for a period of 90 days running from the moment that the Submission Deadline passes.

2. EVALUATION AND AWARD

2.1. Stages of Evaluation

The MCA, DCSS' will conduct the evaluation of proposals in the following stages:

2.2. Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. Proposals that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the MCA, DCSS', be rejected. The mandatory submission requirements are listed in Section C of the RFP Particulars (Appendix D).

2.2.1. 2.2.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a Proponent may not make any changes to any of the forms. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, may be disqualified.

2.3. Stage II – Evaluation

Stage II will consist of the following two sub-stages:

2.3.1. Mandatory Technical Requirements

The MCA, DCSS' will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Proposals that do not comply with all of the mandatory technical requirements will, subject to the express and implied rights of the MCA, DCSS', be disqualified and not evaluated further.

2.3.2. Rated Criteria

The MCA, DCSS' will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix D). (Proponents must meet the criteria outlined in APPENDIX D – RFP PARTICULARS before pricing is reviewed)

2.4. Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Pricing (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

2.5. Selection of Top-Ranked Proponent

After the completion of Stage III, all scores from Stage II and Stage III will be added together and Proponents will be ranked based on their total scores. Subject to the reserved rights of the MCA, DCSS', the top-ranked Proponent will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the selected Proponent will be the Proponent selected by way of coin toss.

2.6. Notice to Proponent and Execution of Agreement

Notice of selection by the MCA, DCSS' to the selected Proponent shall be in writing. The selected Proponent shall execute the Agreement in the form attached as Appendix A to this RFP and satisfy any other applicable conditions of this RFP, including the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), within fifteen (15) days of notice of selection. This provision is solely for the benefit of the MCA, DCSS' and may be waived by the MCA, DCSS'.

2.7. Failure to Enter into Agreement

If a selected Proponent fails to execute the Agreement or satisfy any pre-conditions of award within fifteen (15) days of notice of selection, the MCA, DCSS' may, without incurring any liability, proceed with the selection of another Proponent and pursue all other remedies available to the MCA, DCSS'.

3. TERMS AND CONDITIONS OF THE RFP PROCESS

3.1. General Information and Instructions

3.1.1. RFP Incorporated into Proposal

All of the provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent's proposal. A Proponent who submits conditions, options, variations or contingent statements inconsistent with the terms set out in this RFP, including the terms of the Agreement in Appendix A, either as part of its proposal or after receiving notice of selection, may be disqualified. If a Proponent is not disqualified despite such changes or qualifications, the provisions of this RFP, including the Agreement set out in Appendix A, will prevail over any such changes or qualifications in the proposal.

3.1.2. Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.3. Proposals in English

All proposals are to be in English only.

3.1.4. No Incorporation by Reference

The entire content of the Proponent's proposal should be submitted in a fixed format, and the content of websites or other external documents referred to in the Proponent's proposal but not attached will not be considered to form part of its proposal.

3.1.5. Past Performance

In the evaluation process, the MCA, DCSS' may consider the Proponent's past performance or conduct on previous contracts with the MCA, DCSS' or other institutions.

3.1.6. Information in RFP Only an Estimate

The MCA, DCSS' and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general scale and scope of the Deliverables. It is the Proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.7. Proponents to Bear Their Own Costs

The Proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.8. Proposal to be Retained by the MCA, DCSS'

The MCA, DCSS' will not return the proposal, or any accompanying documentation submitted by a Proponent.

3.1.9. No Guarantee of Volume of Work or Exclusivity of Contract

The MCA, DCSS' makes no guarantee of the value or volume of work to be assigned to the successful Proponent. The Agreement will not be an exclusive contract for the provision of the described Deliverables. The MCA, DCSS' may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2. Communication after Issuance of RFP

3.2.1. Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising this RFP, and (a) shall report any errors, omissions, or ambiguities; and (b) may direct questions or seek additional information in writing to the bidding system question and answer function on or before the Deadline for Questions. All questions or comments submitted by Proponents to the bidding system question and answer function shall be deemed to be received once the email has entered into the bidding system. An on-screen confirmation message will appear in the bidding system once the question has been received. No such communications are to be directed to anyone or by any other means than submission through the bidding system and the MCA, DCSS' shall not be responsible for any information provided by or obtained from any source other than the RFP Contact or the bidding system. The MCA, DCSS' is under no obligation to provide additional information. It is the responsibility of the Proponent to seek clarification through the bidding system on any matter it considers to be unclear. The MCA, DCSS' shall not be responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

3.2.2. All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the MCA, DCSS', for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the MCA, DCSS' through the bidding system. Proponents will be required to check a box for acceptance of addenda before submitting their proposal through the bidding system.

3.2.3. Post-Deadline Addenda and Extension of Submission

Deadline If the MCA, DCSS' determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the MCA, DCSS' may extend the Submission Deadline for a reasonable period of time.

3.2.4. Verify, Clarify, and Supplement

When evaluating proposals, the MCA, DCSS' may request further information from the Proponent or third parties in order to verify, clarify, or supplement the information provided in the Proponent's proposal. The response received by the MCA, DCSS' shall, if accepted by the MCA, DCSS', form an integral part of the Proponent's proposal.

3.3. Notification and Debriefing

3.3.1. Notification to Other Proponents

Once the Agreement is executed between the MCA, DCSS' and a Proponent, the other Proponents may be notified directly in writing and shall be notified by public posting of the outcome of the procurement process.

3.3.2. Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification.

3.3.3. Procurement Protest Procedure

If a Proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with applicable procurement protest procedures.

3.4. Conflict of Interest and Prohibited Conduct

3.4.1. Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

(a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:

- i. having, or having access to, confidential information of the MCA, DCSS' in the preparation of its proposal that is not available to other Proponents;
- ii. having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP;
- iii. receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP;

- iv. communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or
- v. engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or

(b) in relation to the performance of its contractual obligations contemplated under a contract for the Deliverables, the Proponent's other commitments, relationships, or financial interests:

- i. could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement, or
- ii. could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

3.4.2. Disqualification for Conflict of Interest

The MCA, DCSS' may disqualify a Proponent for any conduct, situation, or circumstances, determined by the MCA, DCSS', in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3. Disqualification for Prohibited Conduct

The MCA, DCSS' may disqualify a Proponent, rescind a notice of selection, or terminate a contract subsequently entered into if the MCA, DCSS' determines that the Proponent has engaged in any conduct prohibited by this RFP.

3.4.4. Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict-of-Interest declaration set out in the Submission Form (Appendix B).

3.4.5. Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.6. No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Proponent(s).

3.4.7. Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the MCA, DCSS' ; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.8. Past Performance or Past Conduct

The MCA, DCSS' may prohibit a Proponent from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the Proponent to honor its submitted pricing or other commitments; or
- (c) any conduct, situation, or circumstance determined by the MCA, DCSS', in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5. Confidential Information

3.5.1. Confidential Information of the MCA, DCSS'

All information provided by or obtained from the MCA, DCSS' in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the MCA, DCSS' and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the MCA, DCSS'; and
- (d) must be returned by the Proponent to the MCA, DCSS' immediately upon the request of the MCA, DCSS'.

3.5.2. Confidential Information of Proponent

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

proposals. If a Proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

3.6. Reserved Rights and Limitation of Liability

3.6.1. Reserved Rights of the MCA, DCSS'

The MCA, DCSS' reserves the right to

- (a) make public the names of any or all Proponents;
- (b) make changes, including substantial changes, to this RFP provided that those changes are issued by way of addendum in the manner set out in this RFP;
- (c) request written clarification or the submission of supplementary written information in relation to the clarification request from any Proponent and incorporate a Proponent's response to that request for clarification into the Proponent's proposal;
- (d) assess a Proponent's proposal on the basis of:
 - i. a financial analysis determining the actual cost of the proposal when considering factors including quality, service, price, and transition costs arising from the replacement of existing goods, services, practices, methodologies, and infrastructure (howsoever originally established); and
 - ii. in addition to any other evaluation criteria or considerations set out in this RFP, consider any other relevant information that arises during this RFP process;
- (e) waive formalities and accept proposals that substantially comply with the requirements of this RFP;
- (f) check references other than those provided by any Proponent;
- (g) disqualify a Proponent, rescind a notice of selection, or terminate a contract subsequently entered into if the Proponent has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (h) select a Proponent other than the Proponent whose proposal reflects the lowest cost to the MCA, DCSS' ;
- (i) cancel this RFP process at any stage;
- (j) cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- (k) accept any proposal in whole or in part; or
- (l) reject any or all proposals; and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.6.2. Limitation of Liability

By submitting a proposal, each Proponent agrees that

- (a) neither the MCA, DCSS' nor any of its employees, officers, agents, elected or appointed officials, advisors, or representatives will be liable, under any circumstances, for any claim arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity, or for any other claim; and
- (b) the Proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the MCA, DCSS' 's decision to not accept the proposal submitted by the Proponent, to enter into an agreement with any other Proponent, or to cancel this proposal process, and the Proponent shall be deemed to have agreed to waive such right or claim.

3.6.3. Health and Safety

The Proponent covenants that all its employees are knowledgeable in, and follow the regulations which pertain to their duties which are included in the Occupational Health and Safety Act (R.S.O.) 1990, as amended and associated regulations as appropriate. It should be understood that any contravention of the Act could be considered cause for the MCA, DCSS' of Dufferin to terminate the Contract.

The Proponent agrees to indemnify and save the Local Municipality and the MCA, DCSS', its servants or agents, harmless for damages or fines arising from any breach or breaches of Occupational Health and Safety Act (R.S.O.), 1990, as amended.

The Proponent agrees that any damages or fines that may be assessed against the MCA, DCSS' of Dufferin by reason of a breach or breaches of the Occupational Health and Safety Act (R.S.O.), 1990, as amended, by the Proponent or any of its subcontractors will entitle the MCA, DCSS' of Dufferin to offset the damages so assessed against any monies that the MCA, DCSS' of Dufferin may, from time to time, owe the Proponent under this Contract or under any other contract whatsoever.

The MCA, DCSS' recognizes that this Contract is being executed during uncertain times with respect to the COVID-19 pandemic.

The successful Proponent will be required to submit a work plan, where and when applicable, that outlines how the company will address the COVID-19 pandemic physical distancing and personal hygiene requirements for their employees, MCA, DCSS' staff, their vendors and subcontractors, and the public must adhere to all applicable conditions, including but not limited to, directives of the Chief Public Health Officer and local public health units, Occupational Health and Safety Act requirements and recently published Ministry Labour, Training and Skills Development guidelines for work sites during the COVID-19 pandemic.

3.6.4. Insurance

The Proponent hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Proponent would maintain including, but not limited to, the following:

- a. Commercial General Liability Insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$5,000,000.00 per occurrence and including products and completed operations liability. The policy is to include the following:
 - the MCA, DCSS' as an additional named insured with respect to liability arising in the course of performance of the Proponent's obligations under, or otherwise in connection with the Contract;
 - contractual liability coverage;
 - cross-liability and severability of interests' clause;
 - employer's liability coverage; • 30 day written notice of cancellation, termination or material change;
 - tenant's legal liability coverage (if applicable and with suitable sub-limits); and
 - non-owned automobile coverage with blanket contractual coverage for hired automobiles.
- b. Error and Omissions Liability Insurance (Professional Liability) coverage with a limit of not less than five million dollars \$5,000,000.00 per occurrence, subject to an annual aggregate of five million dollars \$5,000,000.00 for each member of the Proponent's firm or partnership who will perform work on behalf of the MCA, DCSS' prior to commencement of work and at the beginning of each calendar year during the appointment period.
- c. The Vendor agrees to insure all vehicles used by him for public liability and property damage in the amount of \$2,000,000 inclusive, and the said Vendor will further undertake to indemnify the MCA, DCSS' of Dufferin against any liability of any kind or nature whatsoever occasioned by reason of the operation of the Vendor's equipment.

The Proponent shall submit proof of such insurance in the form of a Certificate of Insurance, which includes the MCA, DCSS' of Dufferin as a named insured. The contractor shall give the MCA, DCSS' of Dufferin thirty (30) days' notice prior to any cancellation or modification of such insurance. If the Proponent fails to meet the requirements of this section within five (5) Business Days of receipt by the successful Proponent of the award letter, the MCA, DCSS' of Dufferin, at its sole option, shall have the right to terminate the Contract.

3.7. Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3)

- a. are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- b. are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the MCA, DCSS'; and
- c. are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

APPENDIX A – FORM OF AGREEMENT

THIS AGREEMENT made in triplicate this day of 2023

BETWEEN

of the

in the Municipality of and Province of Ontario

hereinafter called the "Vendor"

THE PARTY OF THE FIRST PART

and

THE MCA, DCSS' OF DUFFERIN

hereinafter called the "MCA, DCSS' "

THE PARTY OF THE SECOND PART

WITNESSETH, that the party of the first part, for and in consideration of the payment or payments specified in the bid for this work, hereby agrees to furnish all Legal Services and any other means of Professional Services, to the satisfaction of the Contract Administrator, and or designate, to do all the work as described hereafter, furnish all the materials except as herein otherwise specified, and to complete such works in strict accordance with the requirements of the bid therefore, which are identified and acknowledged in the Deliverables, specifications and conditions attached to the bid and all of which are to be read herewith and form part of this present Agreement as fully and completely to all intents and purposes as though all the stipulations hereof have been embodied herein.

DESCRIPTION OF THE WORKS Contract No. RFP2023 AD-23-01 Legal Services in accordance with all items listed in the Proposal submitted by [ENTER NAME OF COMPANY] on [ENTER DATE OF SUBMISSION]

FOR THE CONTRACT PRICE OF: [ENTER THE APPROVED CONTRACT PRICE] excluding HST

IN CONSIDERATION WHEREOF, said party of the second part agrees to pay to the Vendor for all work done, based on the unit prices provided within the Proposal.

The agreement will endure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the parties hereto.

IN WITNESS WHEREOF, the Vendor and the MCA, DCSS' have hereunto signed their names and set their seals on the day first above written.

FOR THE VENDOR _____

_____ Signing Officer Name and Position Held

_____ Date _____

_____ Witness Name and Position Held

_____ Date Witness(es) and Position(s) Held Signature of
Vendor, Position Held (Not Required if a Corporation and Seal is used) and Seal of the
Corporation I/we have the authority to bind the corporation

FOR THE MCA, DCSS' _____

_____ Witness MCA, DCSS' Warden

_____ Date _____

_____ Witness MCA, DCSS' Clerk

_____ Date Witness(es) and Position(s) Held Signature of
designated MCA, DCSS' (Not Required if a Corporation and Seal is used) Officers, Position Held
and Seal the MCA, DCSS' of Dufferin I/we have the authority to bind the corporation

APPENDIX B – PRICING

1. Instructions on How to Provide Pricing

- a) Proponents should submit their pricing information electronically
- b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- c) Rates quoted by the Proponent must be all-inclusive and must include all travel and carriage costs, all insurance costs, and all other overhead, including any fees or other charges required by law. (if hourly rate does not include the above, please itemize the disbursements and their associated cost)

2. Required Pricing Information

- a) Schedule of Prices

Fee Proposal – Price Breakdown

Proponent shall enter in the schedule of prices table on Bids and Tenders, the hourly rate of their Senior Staff members, ie: Senior Partners, Partners and Associates.

The price breakdown shall include, but not limited to, names, titles and hourly pricing of Senior Partners, Partners, and senior staff, with any percentage discount that may be offered, and the titles of remaining staff, including, but not limited to Legal Associates and Junior Attorneys of the assigned staff that may work with the MCA, DCSS', their, hourly rates, including breakdown of disbursements.

Provide information within your submission on the below, and if, your firm offers such items and how they would best suit the MCA, DCSS'.

- If a Yearly Retainer can be provided'
- If Discounted Blended rates are available
- Discount or bulk services rate that your firm is providing in your hourly rates, and
- If Alternative Fee Arrangements can be provided and explain

- b) Provisional-Disbursements and Value Add

Proponent shall provide any, and all provisional charges, disbursements, as well as any services, being it, value added or general services. If there is no cost to this service, please enter Zero (\$0.00)

Rates submitted shall be guaranteed for a minimum of three (3) years of the contract. Any request for an increase for the remaining years shall not exceed the Consumer Price Index (CPI) – Ontario All Goods Index for the preceding twelve (12) month period. Price increase request must be submitted sixty (60) days before the anniversary date for the next term. Failure to do so, may result in the request being denied.

3. Evaluation of Pricing

Pricing is worth 15 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each Proponent will receive a percentage of the total possible points allocated to price for the particular category it has submitted a proposal for, which will be calculated in accordance with the following formula:

$$\text{Lowest price} / \text{proponents price} \times \text{weighting} = \text{proponents pricing points}$$

Note: Evaluations for price will be based a blended rate on the hourly rate and the percentage discount for Senior Partner/Council (10+ years), Partner/Council and Associates provided in the pricing page. If pricing is different for each practice area, please use separate lines and label them as such

APPENDIX C – RFP PARTICULARS

A. Deliverables/ Scope of Work/ Deliverables – See Item G (pages 32-37)

B. MATERIAL DISCLOSURES

N/A

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

Each proposal must include a Submission Form completed and submitted by an authorized representative of the Proponent.

2. Pricing (Appendix C)

Each proposal must include pricing information that complies with the instructions contained in APPENDIX C – Pricing.

3. Other Mandatory Submission Requirements

4. The bid submission will not be complete unless all required documents are completed and submitted. (See chart below)

MANDATORY SUBMISSION FORMS AND DOCUMENTS LOCATION IN THE BIDDING SYSTEM

APPENDIX B – SUBMISSION FORM
APPENDIX B – COMPLETE SUBMISSION FORM
PRICING FORM – APPENDIX C
SCHEDULE OF PRICES TABLES (INCLUDING OTHER SERVICES AVAILABLE)
PRICING FORM – APPENDIX C
PROVISIONAL-DISBURSEMENTS AND VALUE ADD
PRICING
PROONENT EXPERIENCE, AND GENERAL MUNICIPAL KNOWLEDGE
REQUIRED DOCUMENT UPLOAD FROM PROONENT
EXPERTISE AND KNOWLEDGE OF ONTARIO MUNICIPAL LAW
REQUIRED DOCUMENT UPLOAD FROM PROONENT

D. MANDATORY TECHNICAL REQUIREMENTS

NA

E. PRE-CONDITIONS OF AWARD

- a) The Proponent agrees that in the event its bid is selected by the MCA, DCSS' of Dufferin, in whole or in part, it will finalize and execute the Form of Agreement in the form set out in accordance with the terms of this bid.
- b) Within seven (7) days of being requested to do so, the proponent will furnish all of the following to the satisfaction of the MCA, DCSS' of Dufferin:
 - i. Executed copies of the Form of Agreement duly executed by an authorized signatory of the proponent.
 - ii. The proponent's Workplace Safety and Insurance Board (WSIB) Clearance Certificate (if applicable).
 - iii. Proof of the proponent's compliance with sales tax requirements.
 - iv. the required insurance documents listing the MCA, DCSS' of Dufferin as an additional insured.
 - v. Any other documents required herein.

- c) If a selected proponent fails to execute the Form of Agreement or satisfy the pre-conditions of award of bid within seven (7) days after being so requested, the MCA, DCSS' of Dufferin may pursue all available remedies, including, but not limited to, claiming the proponent's bid deposit, and may, without incurring any liability, proceed with the selection of another proponent or cancel the bid process.

Within seven (7) business days of being requested to do so, the successful Proponent will furnish all of the following to the satisfaction of the MCA, DCSS' of Dufferin:

1. Agreement (Contract) – The successful Proponent will be required to complete and provide to the MCA, DCSS' one (1) digitally signed Agreement as per Appendix A for execution.
2. Certificate(s) of Insurance – confirming all required insurance policies are in place in accordance with the RFP document naming the MCA, DCSS' of Dufferin as additional insured. All insurance certificates must be issued by an insurer licensed to underwrite insurance in the Province of Ontario.
 - I. Commercial General Liability Insurance, having an inclusive limit of not less than \$5,000,000 per occurrence.
 - II. Error and Omissions Liability (Professional Liability) Insurance coverage with a limit of not less than \$5,000,000.00 per occurrence.
 - III. Standard Form Automobile Liability Insurance having an inclusive limit of not less than \$2,000,000 per occurrence.
 - IV. Non-Owned Automobile Liability Insurance having an inclusive limit of not less than \$2,000,000 per occurrence
3. WSIB Certificate – Upon selection and prior to award, the successful Proponent must provide a current Certificate of Clearance from the Workplace Safety and Insurance Board. If a selected Proponent fails to execute the Form of Agreement or satisfy the pre-conditions of award of bid within seven (7) days after being so requested, the MCA, DCSS' of Dufferin may pursue all available remedies, including, but not limited to, claiming the Proponent's bid deposit, and may, without incurring any liability, proceed with the selection of another Proponent or cancel the bid process.

EVALUATION CRITERIA

Proposals will be assessed against the following criteria. The Corporation reserves the right to shortlist firms for further evaluation and interviews which may alter the final scoring results. Proposals will be scored based on meeting or exceeding the expectations of the established evaluation criteria.

The Corporation reserves the right to reject any or all proposals. The Corporation also reserves the right not to proceed with the project without stating reason thereof.

Selection of a proposal(s) will be based on all the criteria outlined below and any other relevant information provided by the Respondent(s).

All proposals are to be submitted with the understanding that the selection of a proposal for discussion by the Evaluation Committee shall not thereby result in the formation of a contract. Nor shall it create any obligation on the MCA, DCSS' to enter into further discussions.

Evaluation of the project lead and project support staff will include an assessment of the firm's overall ability to provide multi-disciplinary capabilities and resources to this project and the Project Managers past experience on similar projects.

The assessment of past project experience will include evaluation of the Consultant's success with previous experience of this nature, the previous experience of proposed staff for this project, the stability and reputation of the firm, particularly in the areas of Legal Services and the ability to complete projects on time successfully.

The project will be awarded to the respondent who, in the sole judgment of the MCA, DCSS', provides the best overall value. The MCA, DCSS' will not be obligated to select the lowest cost or any proposal.

Evaluation Process (for all criteria except pricing)

The Bid may be analyzed by an Evaluation Committee which will consist of staff from Dufferin MCA, DCSS' 's Purchasing Services, the issuing departments, and other Board staff or consultants as may be required.

Each evaluation criterion will be rated on a scale of 0-10 by the Evaluation Committee, based on the response of the Proponent in its Submission. The rating for all criteria (with exception of price) will be based on the following:

SCALE	EXPLANATION	TYPE of ANSWER
0	The Proponent did not respond to this requirement	No response
1-2	The Proponent responded but has met none or very few of the requirements	Poor
3-4	The Proponent has met some of the requirements	Unsatisfactory
5-6	Proponent has met most of the requirements Satisfactory 7	Satisfactory
7-8	The Proponent has met all of the requirements	Good
9-10	The Proponent has met all of the requirements, plus has shown the ability to	Excellent

	exceed the scope of the requirements	
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In the case of an “Excellent and the “ability to exceed” rating, there may be instances where an “excellent” score is unattainable.*

After the rating (1-10) has been arrived through evaluation, the figure is multiplied by the weighting percentage.

The weighting for each evaluation criterion is pre-determined and the applied percentage represents the significance of that criterion in relation to all other criteria in the overall evaluation.

Criterion Scoring Formula: Rating (1-10) x Weighting = Score

Example: A particular evaluation criterion is given a weighting of 20%. Through the evaluation process, it was determined that the Proponent met all basic provisions and was therefore rated a 5 out of 10. A 5 out of 10 rating would be represented by 5/10 = .5 rating. This would result in the following equation:

.5 (evaluation rating) x 20 (20% weighting) = 10-line score.

The total number of line score points for all evaluation criteria areas of consideration will be used to determine the successful Proponent(s). The award will be made to the Proponent(s) with the highest point total(s).

F. RATED CRITERIA

The following sets out the categories, weightings, and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Submissions will be evaluated by an evaluation committee through a consensus method based on the following categories. The disclosure of the allocated weightings for each category is provided to assist Proponents in preparing a submission that best meets the requirements of the MCA, DCSS’.

Proponents must score 70% or above in order to proceed to stage III and pricing to be evaluated.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
Stage I – Mandatory Submission Requirements		
Mandatory Requirements (see chart above)	PASS/FAIL	Pass

Stage II – Evaluation		
Section 1 - Proponents Experience, Expertise and General Municipal Knowledge & Law	30	
Section 2 – Corporate Profile and Expertise in Municipal Law	30	
Section 3 – References	5	
Section 4 – Approach & Value Add	20	
Sub Total for Stage II	85	56 Point (7-%)
Stage III – Pricing Fee Proposal – Price Breakdown	15	
Total Points	100	

The Evaluation process may include a formal interview with one or more of the Proponents to allow MCA, DCSS’ staff to verify the capability and resources of the Proponent. Invitations to present shall be limited to only those Proponents under consideration.

It should be emphasized that the fees and associated expenses are only one of the factors being considered in determining the most suitable Firm.

Selection will be on the basis of those Proposals which provide the best overall value to the MCA, DCSS’, and highest scoring Proponent.

In submitting a Proposal, the Proponent acknowledges the MCA, DCSS’ right to accept other than the lowest priced Proposal and expressly waives all rights for damages or redress as may exist in common law stemming from the MCA, DCSS’ ’s decision to accept a Proposal which is not the lowest price Proposal, if it is deemed to be in the MCA, DCSS’ ’s best interest to do so.

Stage II - Evaluation:

Proposal Content for Non-Price Criteria

Section 1 - Proponents Experience, Expertise and General Municipal Knowledge & Law (30 points) (maximum 4 pages)

Proponent shall label this requirement ‘Section 1 – Proponent Overview’

Each Proponent should provide the following in its proposal:

Each Proponent should demonstrate their capability, capacity, and experience of their corporation/firm to provide the legal services described in part - G. The Deliverables.

Proponents should provide information on the following:

- a) At least three (3) examples that demonstrate the proposed integrity and broad knowledge and experience within a municipal government including practices, procedures, methods, and mandates found within a municipal environment
- b) impartiality and neutrality in managing sensitive inquiries and conducting investigations and making appropriate recommendations
- c) expertise with investigative techniques and procedures and in gathering of evidence and its legal interpretation
- d) Mediation, adjudicative experience/skills or experience with alternative dispute resolution methods.
- e) Disclose any potential conflict(s) of interest.

Section 2 - Corporate Profile and Expertise in Municipal Law (30%)

Proponent shall label this section: ‘Section 3 - Team and Suite of Offerings’. Include an Organizational Chart and Resumes of Key Personnel, along with the offerings provided by your firm.

Proponent shall demonstrate that the firm and its team members have the necessary expertise and experience to manage the requirements of the legal services as laid out in the deliverables. The proponents shall identify who will be the principle or key legal contact during the term and shall identify key personnel who will be used for various legal disciplines within their firm should it not be the principle or key contact.

Organizational Chart

Include an Organization Chart showing all key personnel to be assigned to represent the MCA, DCSS’ identifying:

- i. Key Personnel and their proposed role on this contract. Specify the type of work to be performed by senior and junior staff members.

Resumes of Key Personnel (maximum 2 pages per person)

Provide resumes for each of the Key Personnel from the team to be assigned to represent the MCA, DCSS’ on general legal matters. Resumes should include:

- i. Full Name
- ii. Current and past roles and responsibilities
- iii. Education iv. Years of experience (with firm/total) v. Relevant (managerial and/or technical) experience
- iv. vi. Professional designations as applicable
- v. vii Area of Practice (if applicable) The Proponent’s team must consist of qualified and experienced staff with knowledge and skills of various disciplines required to provide legal services to the MCA, DCSS’ .

Section 3– References (5%)

Proponent shall label this section as: ‘Section 2 – References and Comparable Services’.

Proponent shall demonstrate the firms’ qualifications and experience with Municipalities of similar size and complexity of the MCA, DCSS’ of Dufferin

- a) Submit three or more relevant business references for whom you are performing similar services within this RFP
- b) Preference will be given to similar municipalities of similar size and complexity

Section 4– Approach & Value Add (20%)

Proponent shall label this section as: ‘Section 4 -Approach & Value Add.

- Detail how you will ensure that the work will be assigned and performed by the appropriate level of Barrister or staff (including any work that may be assigned to students and law clerks), such that quality of advice, cost efficiency, and avoidance of duplication of work will be achieved.
- Detail how your legal team will provide ongoing communications with the corporation including but not limited to the response time for returning:
 - Telephone Calls and Email:
 - ♣ Urgent (deemed urgent by the client) – the MCA, DCSS’ requires a maximum response time of two (2) hours
 - ♣ General - the MCA, DCSS’ requires a maximum response time of twenty-four (24) hours
- Detail how your legal team will conduct regular meetings with the MCA, DCSS’.

Disclosure:

Proponents shall provide a disclosure and description of:

- any outstanding claims with the Lawyers Professional Indemnity Company (“Law Pro”) for any legal counsel proposed to provide legal services, and provide written confirmation that none of the legal counsel proposed has had any Law Pro claim within the last five (5) years that resulted in a judgment or settlement against such legal counsel; and
- any sanctions imposed or investigations by the Bar Association and the Law Society of Upper Canada.

The proponent will define how it will manage situations on a file should a matter arise where the proponent has a conflict in representation between the MCA, DCSS’ and another party who may be involved in the same file.

G. The Deliverables

1. INTRODUCTION

The Mohawk Council of Akwesasne is a progressive First Nation community with multi-jurisdictions within Canada. The Mohawk Council of Akwesasne is a recognized Band Council under the Indian Act. According to the *Indian Act* (RS., 1985, c. 1-5) Section 2 (a) band is defined as “a body of Indians” “for whose use and benefit in common, lands, the legal title to which is vested in Her Majesty, have been set apart before, on or after September 4, 1951”.

The Mohawk Council of Akwesasne is the elected government of the three Akwesasne districts in Canada. The three districts are Kawehnoke (Cornwall Island, Ontario); Kanatakon (St. Regis, Quebec); and Tsi Snaihne (Tsi Snaihne, Quebec). The current Mohawk Council of Akwesasne is comprised of one Grand Chief and twelve district Chiefs. The twelve chiefs represent three districts on the northern portion of Akwesasne, four chiefs from each district.

2. BACKGROUND

The Akwesasne Child and Family Services Bilingual Legal Counsel is an independent consultant under the direction of the MCA Akwesasne Child and Family Services Associate Director and/or the MCA Department of Community and Social Services Director. The Legal Counsel protects the interests of the children and families within the jurisdiction of the Mohawk Council of Akwesasne; within the province of Ontario. The Legal Counsel will provide legal advice and representation to Akwesasne Child and Family Services (a designated Children’s Aid Society) and its staff on matters pertaining to its’ Ontario child welfare mandate and activities and related matters according to jurisdiction and legal authority. It is important to note that the physical address of Akwesasne Child and Family Services and its’ Ontario files are located in St. Regis (Kanatakon), Quebec.

The Legal Counsel will keep Akwesasne Child and Family Services staff current and abreast of changes on outside legislation, that may have an impact on the delivery of program services.

3. SCOPE OF WORK

The MCA, DCSS’ of Dufferin is requesting Proposals from qualified law firms to provide quality, timely and cost-effective legal services (as hereinafter described as, the “services”) on an as needed basis for a term specified herein in the following, but not limited to, areas:

Representation of Akwesasne Child and Family Services (ACFS) (also referred to a “the agency” or “Society”)

- Prepare cases for presentation in court by coordinating and the gathering of all information and evidence, drafting pleadings, preparing affidavits, briefs and other documents for filing with the court, and preparing ACFS staff and witnesses;

- Ensure copies of all documents are provided to ACFS in a timely manner;
- Negotiate settlements;
- Provide consultation to ACFS staff in regard to cases that may be brought to the court;
- Present cases in the court on behalf of ACFS, from first appearance through contested motions, conferences, to trial, and/or the negotiation of settlements;
- Represent ACFS in appeals brought by others and by the agency from orders under the Ontario Child and Youth Family Services Act, at all levels of court, as required;
- Represent the agency on applications for disclosure of Society records in hearings before the Child and Family Services Review Board;
- Document all legal issues, processes, and case activities in accordance with established procedures, including reporting to client in a timely fashion.

Program Assistance

- Provide legal advice to ACFS staff on the interpretation and application of legislation pertaining to child welfare, family law, and related or ancillary matters;
- Keep ACFS staff current and abreast of changes on outside legislation, that may have an impact on the delivery of program services;
- Provide information, advice, counsel and follow-up to ACFS workers on case preparation, required evidence and court procedures;
- Recommend and assist with the development of operational procedural improvements, in regard to child welfare processes, as needed;
- Attend and participate in internal and external committee meetings, conferences and training sessions, as required;
- Work closely with the ACFS Legal Secretary to ensure documentation and court files are complete, up to date and processed accordingly.

Review of Contracts, Legal Agreements and Protocols

- Ensure contracts, legal agreements and protocol agreements represent the ACFS fairly and are favourable to the MCA and the community in regard to Indigenous inherent rights; as they relate to the subject of Child and Family Services in the jurisdiction of the MCA.
- Review and prepare legal brief to Council of legal agreements/arrangements that relate to the subject of Child and Family Services in the jurisdiction of the MCA and advise Council thereof, when required.

Availability to Program

- Must be available to assist ACFS staff with child protection as needed and coordinate coverage for ACFS, when not available due to sickness or vacation.

ACTIVITIES NOT INCLUDED

The ACFS also holds child protection mandate for the Quebec portions of Akwesasne (which include Kanatakon and Tsi Snaihne). Legal advice, consultation and court representation related to family files that fall under the jurisdiction of the child protection mandate in Quebec and the Quebec Youth Protection Act are not included in this request for proposals.

STANDARDS AND WORK SUMMARY

The Lawyer, in performing his/her duties, pursuant to this Agreement, is acting as an independent contractor and not as an employee of Mohawk Council of Akwesasne. As such, the Lawyer is personally responsible for his/her own liability, errors and omissions, insurance coverage, and for maintaining his/her professional status as a member of the Law Society of Upper Canada, and is in good standing.

Without limiting the generality of the Lawyer's duties and responsibilities as Legal Counsel to the Akwesasne Child and Family Services, his/her duties shall include:

- (a) provision of legal advice and assistance to the Akwesasne Child and Family Services;
- (b) development of strategies to support the recognition of Akwesasne jurisdiction and the aboriginal and other rights of Akwesasne and its members, throughout any negotiation process or litigation as it relates to Child and Family Services in the jurisdiction of the MCA;
- (c) provision of legal services and participation in negotiations, as required in relation to Mohawk Council's dealings with governments, agencies, organizations, other First Nations, businesses and individuals as it relates to Child and Family Services in the jurisdiction of the MCA;
- (d) acting in conjunction with other lawyers retained by Mohawk Council of Akwesasne, in relation to litigation initiated or defended by Mohawk Council of Akwesasne as it relates to Child and Family Services in the jurisdiction of the MCA;
- (e) working generally in the areas of child protection;
- (f) working with Mohawk Council of Akwesasne and other Akwesasne community institutions in the negotiation, development, drafting and implementation of laws, regulations, codes, resolutions, policies and position papers relating to Child and Family Services, when required;

- (g) analysis of federal and provincial legislation policies or agreements affecting Akwesasne Child and Family Services specifically;
- (h) preparation and/or review of legal opinions, contracts, agreements and other documents for Akwesasne Child and Family Services and Mohawk Council of Akwesasne, when required;
- (i) Other related duties and functions as may be assigned from time to time by Akwesasne Child and Family Services.

The Lawyer shall receive instructions with respect to her/his duties from the Associate Director, Akwesasne Child and Family Services and/or the Director, Department of Community and Social Services, or other individual as she/he may direct to do so.

The MCA, DCSS' is requesting Proposals from qualified law firms to provide quality, timely and cost-effective legal services (as hereinafter described as, the "services") on an as needed basis for a term specified herein in the following, but not limited to, areas:

The successful firm:

- (a) Must have a minimal potential for conflicts of interest with clients involved with the MCA, DCSS'
- (b) Must be available to attend before MCA, DCSS' or its Committees as required from time to time;
- (c) Should practice a "problem solving approach";
- (d) Must provide prompt turn-around time on requests for advice/information; and
- (e) Must provide a detailed time docket submission with all invoices, indicating the lawyer providing the service, subject matter, the date of the service, time spent (minutes) and the value of the time spent, and a description of the service provided.

The successful Proponent shall designate a primary contact person who will delegate work to its team as requested by the MCA, DCSS', and is the key contact person for managing the working relationship with the MCA, DCSS'. The Proponent will also designate a billing contact administrator to submit, monitor, and update the billing information and statements submitted to the MCA, DCSS' and resolve any discrepancies that may arise.

Note: Any time spent by the successful Proponent in familiarizing themselves with the business of the MCA, DCSS' will not be billable.

Award of Contract:

The award of this contract is subject to approval by Dufferin MCA, DCSS'. Date of Council is April 13, 2023 after which the award letter will be send to the successful Proponent.

Value Added Services:

Please provide information within your response, any Value-Added Services your firm would provide to the MCA, DCSS', these would include the below, but not limited to, and, if in the best interest of the MCA, DCSS', may be evaluated. Examples:

- Quality services, demonstrating value for money, please include information if your firm offers:
 - If Discounted Blended rates are available
 - If Alternative Fee Arrangements can be provided and explain
- Excellent and timely customer and account management support; and
- Reduced costs of a competitive procurement processes associated with the Provision of Service Submission deadline: EOB: 4 p.m. June 5, 2023

Bidders Meeting: May 24, 2023 (Online)

Deadline for final submission of questions: EOB 4 p.m. May 26, 2023

Questions: Questions can be submitted prior to the interview on May 24, 2023. However, no answers will be provided and/or circulated prior to that date.

ALL QUESTIONS PERTAINING TO THIS RFP MUST BE SUBMITTED VIA EMAIL BY MAY 26, 2023

TO:

Joseph Morin-Lauzon, Director
Department of Community and Social Services
Email: joseph.morin-lauzon@akwesasne.ca

Questions will be answered by the appropriate individuals and answered within 2 business days via email with a reply acknowledging receipt of the email request. Questions and answers will be shared with all bidders.

INTRODUCTION

The Mohawk Council of Akwesasne/Department of Community and Social Services invites proposals for a Children's Aid Society Legal Counsel. Interested candidates must be a member

of the Law Society of Ontario. Akwesasne Child and Family Services is mandated to provide Child protective services to Akwesasne.

The Department of Community & Social Services (DCSS) provides services in a family-focused, integrated and coordinated manner that is consistent with, works with and reinforces the traditional, informal patterns of sharing, caring and healing in the extended family and community; that is least-intrusive, non-judgmental and respectful of the individual and family in need; that supports the healing and strengthening of individuals and families and avoids the creation of dependencies on the Department and its programs.

The successful Candidate should be committed, energetic, and a team player, providing legal services to Akwesasne Child and Family Services.

The successful proponent must have extensive knowledge of the legislative development, the community of Akwesasne, First Nations issues, and the Mohawk Council of Akwesasne.

FACT SHEET

SCOPE OF WORK

GENERAL PURPOSE

The Akwesasne Child and Family Services Legal Counsel is an independent consultant under the direction of the MCA Akwesasne Child and Family Services Associate Director and/or the MCA Department of Community and Social Services Director. The Legal Counsel protects the interests of the children and families within the jurisdiction of the Mohawk Council of Akwesasne; within the province of Ontario. The Legal Counsel will provide legal advice and representation to Akwesasne Child and Family Services (a designated Children's Aid Society) and its staff on matters pertaining to its' Ontario child welfare mandate and activities and related matters according to jurisdiction and legal authority. It is important to note that the physical address of Akwesasne Child and Family Services and its' Ontario files are located in St. Regis (Kanatakon), Quebec.

The Legal Counsel will keep Akwesasne Child and Family Services staff current and abreast of changes on outside legislation, that may have an impact on the delivery of program services.

PRIMARY RESPONSIBILITIES

Representation of Akwesasne Child and Family Services (ACFS) (also referred to a "the agency" or "Society")

- Prepare cases for presentation in court by coordinating and the gathering of all information and evidence, drafting pleadings, preparing affidavits, briefs and other documents for filing with the court, and preparing ACFS staff and witnesses;
- Ensure copies of all documents are provided to ACFS in a timely manner;
- Negotiate settlements;
- Provide consultation to ACFS staff in regard to cases that may be brought to the court;
- Present cases in the court on behalf of ACFS, from first appearance through contested motions, conferences, to trial, and/or the negotiation of settlements;
- Represent ACFS in appeals brought by others and by the agency from orders under the Ontario Child and Youth Family Services Act, at all levels of court, as required;
- Represent the agency on applications for disclosure of Society records in hearings before the Child and Family Services Review Board;
- Document all legal issues, processes, and case activities in accordance with established procedures, including reporting to client in a timely fashion.

Program Assistance

- Provide legal advice to ACFS staff on the interpretation and application of legislation pertaining to child welfare, family law, and related or ancillary matters;
- Keep ACFS staff current and abreast of changes on outside legislation, that may have an impact on the delivery of program services;
- Provide information, advice, counsel and follow-up to ACFS workers on case preparation, required evidence and court procedures;
- Recommend and assist with the development of operational procedural improvements, in regard to child welfare processes, as needed;
- Attend and participate in internal and external committee meetings, conferences and training sessions, as required;
- Work closely with the ACFS Legal Secretary to ensure documentation and court files are complete, up to date and processed accordingly.

Review of Contracts, Legal Agreements and Protocols

- Ensure contracts, legal agreements and protocol agreements represent the ACFS fairly and are favourable to the MCA and the community in regard to Aboriginal inherent rights; as they relate to the subject of Child and Family Services in the jurisdiction of the MCA.
- Review and prepare legal brief to Council of legal agreements/arrangements that relate to the subject of Child and Family Services in the jurisdiction of the MCA and advise Council thereof, when required.

Availability to Program

- Must be available to assist ACFS staff with child protection as needed and coordinate coverage for ACFS, when not available due to sickness or vacation.

ACTIVITIES NOT INCLUDED

The ACFS also holds child protection mandate for the Quebec portions of Akwesasne (which include Kanatakon and Tsi Snaihne). Legal advice, consultation and court representation related to family files that fall under the jurisdiction of the child protection mandate in Quebec and the Quebec Youth Protection Act are not included in this request for proposals.

STANDARDS AND WORK SUMMARY

The Lawyer, in performing his/her duties, pursuant to this Agreement, is acting as an independent contractor and not as an employee of Mohawk Council of Akwesasne. As such, the Lawyer is personally responsible for his/her own liability, errors and omissions, insurance coverage, and for maintaining his/her professional status as a member of the Law Society of Upper Canada, and is in good standing.

Without limiting the generality of the Lawyer's duties and responsibilities as Legal Counsel to the Akwesasne Child and Family Services, his/her duties shall include:

- (a) provision of legal advice and assistance to the Akwesasne Child and Family Services;
- (b) development of strategies to support the recognition of Akwesasne jurisdiction and the aboriginal and other rights of Akwesasne and its members, throughout any negotiation process or litigation as it relates to Child and Family Services in the jurisdiction of the MCA;
- (c) provision of legal services and participation in negotiations, as required in relation to Mohawk Council's dealings with governments, agencies, organizations, other First Nations, businesses and individuals as it relates to Child and Family Services in the jurisdiction of the MCA;
- (d) acting in conjunction with other lawyers retained by Mohawk Council of Akwesasne, in relation to litigation initiated or defended by Mohawk Council of Akwesasne as it relates to Child and Family Services in the jurisdiction of the MCA;
- (e) working generally in the areas of child protection;
- (f) working with Mohawk Council of Akwesasne and other Akwesasne community institutions in the negotiation, development, drafting and implementation of laws, regulations, codes, resolutions, policies and position papers relating to Child and Family Services, when required;
- (g) analysis of federal and provincial legislation policies or agreements affecting Akwesasne Child and Family Services specifically;
- (h) preparation and/or review of legal opinions, contracts, agreements and other documents for Akwesasne Child and Family Services and Mohawk Council of Akwesasne, when required;
- (i) Other related duties and functions as may be assigned from time to time by Akwesasne Child and Family Services.

The Lawyer shall receive instructions with respect to her/his duties from the Associate Director, Akwesasne Child and Family Services and/or the Director, Department of Community and Social Services, or other individual as she/he may direct to do so.

LETTER OF INTEREST:

A Letter of Interest must be provided to the Department of Community and Social Services, Attention: Joseph Morin-Lauzon, Director, accompanied by a C.V., Certificate of Insurance, and with at least two reference letters. (It is preferred that at least one be from a First Nations community.)

The prospective lawyer must declare any conflict of interest in relation to any litigation or legal subject matters or issues, whether it is in the past, present or future; or, with any potential legal challenge or litigation that would involve the Mohawk Council of Akwesasne.

The prospective lawyer must also provide proof of status of Good Standing as a member of the Law Society of Upper Canada.

MEETING FOR PROSPECTIVE LAWYERS

There will be an opportunity for prospective lawyers to meet with the Department of Community and Social Services Portfolio Chiefs; the Director, Department of Community and Social Services and the Associate Director, Akwesasne Child and Family Services for an online Question-and-Answer session on May 24, 2023.

Any prospective lawyers wishing to submit a proposal are not required to attend the meeting in order for his/her proposal to be considered. The purpose of this meeting is to give applicants the opportunity to ask the Mohawk Council of Akwesasne questions about the request for proposals and to receive clarification. If you intend to participate, please send an RSVP by May 17, 2023, to alicia.thompson@akwesasne.ca.

Each participant is responsible to take their own notes during the meeting.