



# REQUEST FOR PROPOSALS #3863

## LEGAL SERVICES

Closing Date: **WEDNESDAY, OCTOBER 19th, 2016**  
Closing Time: **2:00:00 P.M.**  
Opening Time: **2:00:00 P.M.**

**Closing Location:**

Halifax Regional School Board  
33 Spectacle Lake Drive  
Dartmouth, N.S.  
B3B 1X7

**Department Contact:**

Kathryn Burlton, Manager of Accounting & Purchasing  
Tel: (902) 464-2000 Extension #2843  
Fax: (902) 464-0161  
Email: [kburlton@hrsb.ca](mailto:kburlton@hrsb.ca)

**Purchasing Contact:**

Jennifer King, Buyer  
Tel: (902) 464-2000 Extension #2223  
Fax: (902) 464-0161  
Email: [jlking@hrsb.ca](mailto:jlking@hrsb.ca)

The Halifax Regional School Board encourages equity and affirmative action programs

## TABLE OF CONTENTS

INTRODUCTION.....	3
GENERAL.....	4
SCOPE OF WORK.....	6
PRICING AND EXPENSES.....	8
TERMS AND CONDITIONS .....	9
PROPOSAL SUBMISSIONS (GENERAL).....	9
PROPOSAL REQUIREMENTS .....	13
RFP PRICING FORM.....	15
METHOD OF AWARD .....	17
EVALUATION FORM .....	19
PROPONENT CONTACT INFORMATION/SIGNATURE FORM .....	20

## **INTRODUCTION**

### **1. Background:**

**1.1.** The Halifax Regional School Board (HRSB) is the largest public school district in Atlantic Canada serving approximately 48,000 students from early childhood education through to Grade 12. The organization employs over 6,000 full time and temporary staff with programs operating from over 136 schools and buildings. The annual operating budget for HRSB is approximately \$445,000,000.

### **2. Intent:**

**2.1.** The purpose of this RFP is to retain a qualified legal services provider to deliver a broad array of legal services and advice to the governing Board and staff of the Halifax Regional School Board. To achieve this objective, the Halifax Regional School Board seeks the services of a knowledgeable, qualified and responsible law firm to provide timely professional advice and services concerning a broad array of legal matters in the education system.

### **3. Period of Contract:**

#### **3.1. Initial Contract Period:**

**3.1.1.** The term for the Legal Services Contract will be ***three (3) years***, covering the period ***February 1, 2017 to January 31, 2020.***

#### **3.2. Contract Extension:**

**3.2.1.** The Board may extend the term of the legal services contract beyond January 31, 2020 by up to ***two (2) additional one (1) year periods.*** The decision to extend the legal services contract will be at the sole discretion of the Halifax Regional School Board.

#### **3.3. Contract Termination:**

**3.3.1.** This contract may be terminated by either party without showing cause, upon sixty (60) days written notice.

**3.3.2.** In the event that the proponent has not performed or has not satisfactorily performed under the Agreement, the Board may terminate the Agreement for default without advance notice. The Board will pay all contract costs to the date of termination but may withhold payment pending completion of the work and deduct from the balance owing any excess cost incurred by the Board in re-procuring and completing the work.

## GENERAL

### 1. Tender Response Preparation:

1.1. Proponents are cautioned to carefully read and follow the procedures required by this Request for Proposal, as any deviation from these requirements may be cause for rejection. The Request for Proposal submission must be signed by the person(s) authorized to sign on behalf of the proponent and to bind the proponent to statements made in response to this Request for Proposal, subject to other processes noted in this RFP (Terms & Conditions Articles 5 and 6).

### 2. Bid Confirmation:

2.1. Proponents who receive the Request for Proposal and DO NOT wish to bid are asked to reply with an e-mail stating that you do not wish to submit a proposal to [jking@hrsb.ca](mailto:jking@hrsb.ca)

### 3. Enquiries:

3.1. All enquiries related to this Request for Proposal shall be directed to **Jennifer King, Buyer, by email to [jking@hrsb.ca](mailto:jking@hrsb.ca)** Please refer to the cover page for additional contact information. Information obtained from any other source is not official and may be inaccurate. Enquiries and responses may be recorded and may be distributed by email addendum to all proponents at the Board's option.

### 4. Request for Proposal Changes and Amendments:

4.1. All proponents will be notified in writing by the Board regarding any changes made to the Request for Proposal **no later than three (3) business days prior to the closing date** for this Request for Proposal. If applicable, the closing date may be extended to allow for a suitable number of proposal preparation days between the closing date and the issuance of an addendum.

### 5. Closing Date:

5.1. Proposals must be received by **WEDNESDAY, OCTOBER 19<sup>th</sup>, 2016 BY 2:00:00 p.m. local time** to the Closing address listed on the cover page of this document. Proposals will be binding for sixty (60) days, subject to other processes noted in this RFP (Terms & Conditions Articles 5 and 6).

### 6. Faxed Responses:

6.1. Proposals received by fax **WILL NOT** be accepted.

**7. Late Tender Responses:**

**7.1.** Late Proposal responses **WILL NOT** be accepted and will be returned, unopened, to the proponent.

**8. Changes to Proponent's Request for Proposal Response:**

**8.1.** The Proponent may change a previously submitted proposal response by withdrawal, amendment or submission of a replacement if done prior to the proposal closing date and time. This information or request shall be submitted by fax to (902) 464-0161 on company letterhead or equivalent and contain the signature of the individual submitting the original submission.

## **SCOPE OF WORK**

### **1. Scope of Work:**

**1.1.** In compliance with the intended Scope of Work detailed in the Request for Proposal and the general terms and conditions of this Request for Proposal, the successful proponent must demonstrate the capacity to respond to the ongoing and changing legal requirements of the Halifax Regional School Board which, by their nature, may be unpredictable.

### **2. Services Required:**

#### **2.1. General Legal Services**

**2.1.1.** General Legal Services required may include, but are not limited to, all legal aspects of property deeds, P3 contracts, contracts for goods, services (including information technology), and construction, interpretation of legislation, Board By-laws, policies and regulations, presentations at client seminars and attendance at various Board and/or committee meetings.

#### **2.2. Labour Relations Legal Services**

**2.2.1.** Labour Relations Legal Services required may include, but are not limited to, interpretation of collective agreements with local unions, representation at teacher disciplinary hearings and arbitrations for all union groups.

#### **2.3. Student Discipline Legal Services**

**2.3.1.** Student Discipline Legal Services required may include, but are not limited to, consultation with staff related to student discipline, attendance at Family Court and other services relating to student discipline.

**2.4.** In addition to pure education law advice and labour relations matters, the Halifax Regional School Board requires legal advice and service in areas that include, but are not limited to:

**2.4.1.** Administrative Law;

**2.4.2.** Alternative Dispute Resolution;

**2.4.3.** Constitutional and Charter of Rights Law;

**2.4.4.** Civil Litigation;

**2.4.5.** Commercial Litigation and Collections;

**2.4.6.** Employment Law;

**2.4.7.** Environmental Litigation;

**2.4.8.** Governance;

**2.4.9.** Human Rights Law;

**2.4.10.** Freedom of Information and Protection of Privacy (FOIPOP);

**2.4.11.** Personal Information International Disclosure Protection (PIDPA);

**2.4.12.** Immigration and Citizenship;

**2.4.13.** Intellectual Property;

**2.4.14.** Insurance;

**2.4.15.** Labour Relations;

**2.4.16.** Professional Development of Administrators and Staff; and

**2.4.17.** Real Estate.

- 2.5.** The Board may determine that some existing matters may be left with the current solicitor for convenience.
- 2.6.** The Board reserves the right to engage legal services from other law firms. The Board reserves the right to utilize any legal services available to the Board provided by the Province of Nova Scotia, particularly for those issues that are provincial in nature and scope.

## ***PRICING AND EXPENSES***

### **1. Pricing :**

- 1.1.** All pricing of legal services is to be quoted on an hourly basis (or portion thereof). Proponents shall specify what the hourly rate includes. As well, proponents shall advise of any other items not covered under the hourly rate. Examples might include faxes, long distance phone calls, travel costs, meals etc. **Proponents shall use the Request for Proposal Pricing Form contained in this document to record pricing information**, which shall be included with their submission.
- 1.2.** Hourly rates for individual service providers and service charges for carrying out service must be clearly identified. Where no service charge is quoted, it is deemed to be free of charge. Retainer fee proposals, if any, must clearly outline services which will be provided as part of the retainer arrangement. Any ancillary charges (such as travel, etc.) must be clearly identified.
- 1.3.** All costs will be considered as part of the evaluation process.
- 1.4.** Request for Proposal responses must be open for acceptance for at least sixty (60) days after the closing date. **Upon acceptance, pricing will be firm for the entire three (3) year contract period as well as for the optional contract extensions, if utilized.**



## **TERMS AND CONDITIONS**

### **1. Conflict of Interest:**

**1.1.** In the case of a perceived conflict of interest, the Board reserves the right to engage the legal services of another law firm. An example of a conflict of interest might be a dispute between the Board and one of the proponent's long standing clients.

### **2. Acceptance of Tender responses:**

**2.1.** The Board reserves the right to modify the terms of the Request for Proposal at any time at its sole discretion. As well, the Board is not bound to accept the lowest priced or any proposal response of those submitted.

### **3. Acceptance of Terms:**

**3.1.** All the terms and conditions of this proposal are assumed to be accepted by the proponent and incorporated in its Request for Proposal response.

### **4. Ownership of Request for Proposal Responses and Freedom of Information:**

**4.1.** All documents, including proposal responses, submitted to the Board become the property of the Board and are subject to disclosure under the Nova Scotia Freedom of Information and Protection of Privacy Act. By submitting a proposal response, the proponent thereby agrees to public disclosure of its contents. Any information the proponent considers as personal information because of its proprietary nature, should be marked as "**CONFIDENTIAL**", and will be subject to appropriate consideration as defined within the Nova Scotia Freedom of Information and Protection of Privacy Act.

### **5. Right to Negotiate:**

**5.1** HRSB reserves the right to negotiate with one or more proponents and to finalize such further documentation as HRSB determines to be necessary or advisable. The entering into of such negotiation by HRSB shall not fetter its discretion to award the Contract to other Bidders, or not award any Contract, if deemed in the Board's best interest.

## **PROPOSAL SUBMISSIONS (GENERAL)**

### **1. Proposal Submissions (General):**

**1.1.** *The Board requires One (1) original, three (3) paper copies, and one (1) electronic copy* to be submitted in a sealed envelope, clearly marked with "**RFP #3863 – Legal Services**".

**1.2.** Should respondent(s) find any discrepancy in or omission from this Request for Proposal, or if additional information or clarification on any of the instructions or information contained herein is required, contact Jennifer King, Buyer by e-mail ([jiking@hrsb.ca](mailto:jiking@hrsb.ca)) **five (5) days** prior to the

scheduled opening of proposals. Such notifications in no way obligate the Halifax Regional School Board to change the proposal. The Halifax Regional School Board will notify all respondents in writing by addendum within **three (3)** days prior to closing should clarifications/changes be deemed necessary by the Board.

**1.3.** The Halifax Regional School Board will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the proposal will be issued by email addendum by the Halifax Regional School Board.

**2. Eligibility:**

**2.1.** Prospective proponents are not eligible to submit a proposal if current or past corporate and/or other interests may, in the opinion of the Halifax Regional School Board, give rise to conflict of interest in connection with this proposal. Proponents are to submit with their proposal, any issue that may constitute a conflict of interest for review by the Halifax Regional School Board. The Halifax Regional School Board's decision on this matter will be final.

**2.2.** Proposals may also be deemed to be INELIGIBLE if ANY of the following occur:

- omissions of significant information;
- the proposal is not signed as required;
- the proposal has conditions attached which are not authorized by the RFP documents;
- the proposal fails to meet one or more standards specified in the RFP documents;
- all addenda have not been acknowledged by listing on the provided form
- any other defect which, in the opinion of the Halifax Regional School Board, brings the meaning of the proposal into question.

**3. Reservations:**

**3.1.** The Halifax Regional School Board reserves the right to reject any or all proposals or parts of proposals, when in this reasoned judgment, the public interest will be served thereby.

**3.2.** The Halifax Regional School Board may waive formalities or technicalities in proposals as the interest of the Halifax Regional School Board may require.

**3.3.** The Halifax Regional School Board may waive minor differences in the proposal provided these differences do not violate the proposal intent.

**4. Disputes:**

**4.1.** In cases of dispute as to whether or not an item or service quoted or delivered meets proposal requirements, the decision of the Halifax Regional School Board, or its authorized representatives, shall be final and binding on all parties.

**5. Proponents' Expenses:**

**5.1.** Proponents are solely responsible for their own expenses in preparing, delivering or presenting a proposal and for subsequent negotiations with the Halifax Regional School Board, if any.

**6. Exceptions:**

**6.1.** The submission of a proposal shall be considered an agreement to all the terms and conditions provided herein and in the various proposal documents, unless specifically noted otherwise in the proponent's proposal response.

**7. Currency and Taxes:**

**7.1.** Prices are to be quoted in Canadian dollars, exclusive of HST

**8. Compliance with Laws:**

**8.1.** The Proponent will give all the notices and obtain all the licenses and permits required to perform the work. The contractor will comply with all laws applicable to the work or performance of the contract.

**9. Pre-Proposal Conference/Meeting:**

**9.1.** There will be no pre-proposal conference or meeting, but each proponent must completely satisfy themselves as to the exact nature and existing conditions of the requirements and for the extent and quality of work to be performed. Failure to do so will not relieve the successful proponent of their obligation to carry out the provisions of the contract.

**10. Coordination:**

**10.1.** After contract award, all coordination of services will be with the one of the following personnel: Superintendent, Senior Staff Advisor, Director of Human Resources, Director of Program, Director of School Administration, Director of Financial Services, Director of Operations Services or an approved designate. The successful proponent shall designate in writing, the primary client lawyer and an alternate client lawyer. All coordination for services between the Halifax Regional School Board and the successful proponent shall be the responsibility of the named Primary and Alternate Client lawyers.

**11. Proponents Qualifications:**

**11.1.** To secure the appropriate professional services, the successful proponent shall have the knowledge, expertise and qualifications to demonstrate capability of providing the services required. Proponents must have experience and be primarily engaged in providing the services as outlined in this Request for Proposal.

**11.2.** Proponents should have relevant past experience in delivery of the types of Educational legal services detailed in this Request for Proposal. The Halifax Regional School Board reserves the right to check all references furnished and consider the responses received in determining the award of this proposal.

**11.3.** The proponent's lawyers and staff to be utilized in this evaluation requirement shall be knowledgeable in their areas of expertise. The Halifax Regional School Board reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the contract.

**12. Indemnity/Insurance:**

- 12.1** The proponent agrees to indemnify and hold harmless the Board, its board members, and employees from and against all loss and damages arising out of any negligent act or omission by the Firm, its partners or employees in the provision of legal services to the Board pursuant to this agreement.
  
- 12.2** The proponent will provide the Board annually with Certificates of Insurance giving evidence of a minimum of five million dollars (\$5,000,000) errors and omissions/professional liability insurance.

## ***PROPOSAL REQUIREMENTS***

### **1. Submission of Proposal Documents (Technical Submission) - PART A**

- 1.1.** The submission of a proposal for this service will be considered as a representation that the proponent has carefully investigated all conditions which may affect or may, at some future date, affect the performance of the services covered by the proposal, the entire area to be reviewed as described in the attached specifications and other contract documents and the proponent is fully informed concerning the conditions to be encountered, quality and quantity of work to be performed and materials to be furnished; also, that the proponent is familiar with all Federal and Provincial laws, all policies, codes and ordinances of the Halifax Regional Municipality and the Halifax Regional School Board which in any way affect the execution of the work or persons engaged or employed in the work.
  
- 1.2.** Evaluation of Request for Proposals is made easier when proponents respond in a similar manner. The following format and sequence shall be followed in order to provide consistency in proponent response and to ensure each Request for Proposal response receives full consideration.
  - 1.2.1.** The **Proposal** shall include as a minimum:
    - 1.2.1.1.** Table of Contents: including page numbers.
  
    - 1.2.1.2.** General: Proponent shall provide the name of the firm, office address, telephone number, contact person and facsimile number. Include a letter of Introduction.
  
    - 1.2.1.3.** Proponent's Credentials: Proponents shall provide, in detail, their credentials and any information which documents successful and reliable experience in past contracts, especially those contracts related to the requirements of this Request for Proposal. Failure to do so may be cause for rejection of the proposal. Include a company profile, list of services provided, evidence of client base and curriculum vitae of principal lawyers.
  
    - 1.2.1.4.** Credentials: Proponents shall provide the name, title, address and telephone number of persons who will provide the services under the proposal.
      - 1.2.1.4.1.** Resumes: Proponents shall provide a one (1) page resume, including references, detailing educational qualifications and previous work assignments related to this Request for Proposal for each person who will perform the services required. Failure to do so may be cause for rejection of proposal. These credentials may be subject to verification. In the event there would be a change in the persons named and assigned to perform the services under the contract, the Proponent shall be required to submit, for approval to the Halifax Regional School Board, the credentials and resumes of the persons the contractor proposes to perform the services under the contract. Failure to do so may be cause for termination of the contract.

**1.2.1.5.** References: Proponents shall provide a list of three (3) applicable references who have contracted for services offered by the proponent which is considered identical or similar to the requirements of this Request for Proposal. Failure to do so may be cause for rejection of proposal. The list should include the following information:

**1.2.1.5.1.1.** Company Name and Address,

**1.2.1.5.1.2.** Contracting Officer and Telephone Number,

**1.2.1.5.1.3.** Technical Representative and Telephone Number,

**1.2.1.5.1.4.** A brief, written description of the specific services provided, and

**1.2.1.5.1.5.** The proponent must demonstrate the ability to carry out the requirements specified.

**1.2.1.6.** Comparable Experience: Describe your firm's background and general experience in providing legal services to educational organizations.

**1.2.1.6.1.1.** Proponent shall include a profile and a listing of school board (Academic Institutions) experience, particularly relating to services required as detailed in the scope of work of the Request for Proposal document.

**1.2.1.7.** Any additional information, brochures, etc. may take the form of appendices.

**1.2.1.8.** Price details using the *Request for Proposal Pricing Form* contained in this Request for Proposal.

***RFP PRICING FORM***

**1. Submission of Proposal Documents (Price Submission) PART B**

**COMPANY NAME:** \_\_\_\_\_

***HOURLY RATES***  
Specify what the hourly rate includes.

Name	Position	Hourly Rate

**NOTE:** This page may be reproduced if additional space is required.

***RFP PRICING FORM (continued)***

COMPANY NAME: \_\_\_\_\_

**MISCELLANEOUS CHARGES**  
*Specify all additional charges not covered in the hourly rate.*


NOTE: This page may be reproduced if additional space is required.



## ***METHOD OF AWARD***

### **1. Method of Award:**

**1.1.** The Halifax Regional School Board intends to make an award to the proponent that delivers the highest value, competent proposal for services based on the following evaluation criteria, but are not limited to:

**1.1.1.** Proponent's overall experience/background, especially expertise and depth of experience in education law and all related legal services required by the Halifax Regional School Board;

**1.1.2.** Qualifications of the proponent's lawyers and staff providing the service, including extent of experience in the particular services required by the Halifax Regional School Board;

**1.1.3.** Proponent's demonstrated commitment to high level of service, client relations and accountability;

**1.1.4.** The overall cost of the service, expressed in terms of the variable rate charges and fixed charges that may be applicable, or any combination of fee structure that provides the highest value for service to the Halifax Regional School Board.

#### **1.1.5. Exceptions:**

**1.1.5.1.** The proponent shall furnish a statement on company letterhead giving complete description of all exceptions to the terms, conditions and specifications. Failure to furnish the statement will mean that the proponent agrees to meet all requirements of the Request for Proposal. Any and/or all exceptions will be considered within the evaluation process.

### **2. Award of Proposal:**

**2.1.** The Halifax Regional School Board reserves the right to modify the terms of the Request for Proposal at any time at its sole discretion.

**2.2.** This Request for Proposal should not be construed as a contract to purchase goods or services. The successful proponent shall be required to enter into a formal contract with the Halifax Regional School Board. The Halifax Regional School Board is not bound to accept the lowest priced or any proposal of those submitted.

**2.3.** Subsequent to the submission of proposals, interviews may be conducted with the proponents, but there will be no obligation to receive further information, whether written or oral from any proponent.

**2.4.** The Halifax Regional School Board will not be obligated in any manner to any proponent whatsoever until a written contract (Service Agreement) has been duly executed relating to an approved proposal.

**2.5.** Neither acceptance of a proposal nor execution of a contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional, district or municipal statute, regulation or by-law.

**3. Availability of Funds:**

**3.1.** Any contractual obligations of the Halifax Regional School Board under this contract may be contingent upon the availability of appropriate funds from which payment for this contract can be made.

**4. Interpretation:**

**4.1.** The contract resulting from this Request for Proposal shall be construed under the laws of the Province of Nova Scotia and by courts within the Province of Nova Scotia.

**5. Integration:**

**5.1.** This Request for Proposal document, the proponent's response to this Proposal, and the subsequent contract with the successful proponent contain the entire understanding between parties, and any additions or modifications hereto may only be made in writing executed by both parties.

**6. Non-Assignment of Contract:**

**6.1.** The proponent shall not assign the contract, or any portion thereof, except upon the prior written approval of the Halifax Regional School Board.

**7. Public Information/Proprietary Information:**

**7.1.** The Halifax Regional School Board operates under the Nova Scotia Freedom of Information and Protection of Privacy Act which permits access to most records and documents.

**8. Confidentiality:**

**8.1.** The selected proponent agrees not to release or in any way cause to release any confidential information of the Halifax Regional School Board unless they have been specifically approved to in writing.

**8.2.** The proponent acknowledges that all information provided herein or within the specifications or attachments is confidential, and the proponent agrees to maintain all such information in confidence and to use such information only for the purpose of responding to this Request for Proposal. The proponent further agrees to indemnify and hold the Halifax Regional School Board harmless against any claim, loss or damages, howsoever caused, and including legal costs, that may arise from any breach of such confidentiality by the proponent, its agents or employees.

**ASSESSMENT AND EVALUATION OF REQUEST FOR PROPOSAL RESPONSES**

**1. Evaluation Criteria:**

**1.1.** The following criteria will form the basis upon which evaluation of Request for Proposal responses will be made.

<b>FACTOR</b>	<b>PERCENT</b>
Proponent's overall experience/background, especially expertise and depth of experience in education law and all related legal services required by the Halifax Regional School Board;	30%
Qualifications of the proponent's lawyers and staff providing the service, including extent of experience in the particular services required by the Halifax Regional School Board;	30%
Proponent's demonstrated commitment to high level of service, client relations and accountability;	20%
The overall cost of the service, expressed in terms of the variable rate charges and fixed charges that may be applicable, or any combination of fee structure that provides the highest value for service to the Halifax Regional School Board.	20%
<b>Total Points</b>	<b>100%</b>

***PROPONENT CONTACT INFORMATION/SIGNATURE FORM***

**Company Name:** \_\_\_\_\_

**Full Mailing Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Facsimile:** \_\_\_\_\_

**Name of Respondent:** \_\_\_\_\_

**Signature of Respondent:** \_\_\_\_\_

**Date:** \_\_\_\_\_

The Halifax Regional School Board reserves the right to accept or reject any or all proposal responses, not necessarily accept the lowest priced proposal response, or to accept any proposal response which it may consider to be in its best interests. The Halifax Regional School Board also reserves the right to waive formality, informality, or technicality in any proposal response.