



COUNTY *of* ANNAPOLIS
NATURALLY ROOTED

REQUEST FOR PROPOSALS
Municipality of the County of Annapolis
LEGAL SERVICES
2018-2021

Release Date: June 13, 2018

Proposals will be received no later than
4:00 pm ADT June 28, 2018

Contact: Municipality of the County of Annapolis
Janice Young,
Executive Assistant/Project Coordinator to CAO

Email: jyoung@annapoliscounty.ca

Table of Contents

| | |
|--|---|
| 1.0 INTRODUCTION..... | 3 |
| 2.0 INSTRUCTIONS TO PROPONENTS..... | 3 |
| 2.1 Proposal Submissions..... | 3 |
| 2.2 Acceptance of Proposals | 4 |
| 2.3 Proprietary Rights | 5 |
| 2.4 Confidentiality..... | 5 |
| 2.5 Ownership of Proposals and Freedom of Information..... | 5 |
| 2.6 Proponent's Expenses | 5 |
| 2.7 Changes and Amendments | 5 |
| 2.8 Inquiries..... | 5 |
| 3.0 PROPOSALS REQUIREMENTS | 5 |
| 3.1 Content | 5 |
| 3.2 Award of Contract..... | 6 |
| 3.3 Scope of Work..... | 6 |
| 3.4 Other Requirements/Terms | 6 |
| 3.5 Validity of Proposals..... | 6 |
| 3.6 Formal Contract..... | 6 |
| 4.0 EVALUATION OF PROPOSALS | 7 |
| 4.1 Mandatory Criteria | 7 |
| 4.2 Other Criteria..... | 7 |

1.0 INTRODUCTION

Located in the beautiful Annapolis Valley of Nova Scotia, about two hours from Halifax, the Municipality of the County of Annapolis ("the County") offers an exceptional quality of life, a wholesome natural environment, and a diverse economy. The County of Annapolis provides services to a population of approximately 17,500 people and 11,000 dwellings. Primarily rural in nature, the County encompasses approximately 3,184 square kilometers.

Direct services provided by the County directly include land use planning, building inspection, fire inspection, bylaw enforcement, animal control, water and sewer system (specific areas), road maintenance (specific areas), recreational programs and economic development. Corporate services of the municipality include property tax billing and collection, water and sewer billing, tax sales, payroll (approx. 45 employees), accounts receivable / payable, procurement, human resources and general accounting.

Municipal Council establishes strategic direction for the municipality based upon identified needs of its citizens and communities and is responsible for all policy-related decisions respecting provision of municipal services. Council is made up of one representative from each of the eleven electoral districts. The council elects a Warden and Deputy Warden from their 11 representatives. Municipal Staff, under the direction of the Chief Administrative Officer, are responsible for the proper administration of the affairs of the municipality in accordance with the bylaws and policies adopted by the council.

The primary responsibilities of the Municipal Solicitor will be to represent the municipality in court / legal proceedings and provide advice to the council and staff on:

- development and implementation of bylaws and policies;
- interpretation of provincial legislation;
- acquisition, management, development and disposition of municipal property;
- contracts, tenders, collective agreements and other procurement practices;
- formal and comprehensive review of all current legal agreements;
- delivery of corporate services; and
- human resource matters.

2.0 INSTRUCTIONS TO PROPONENTS

2.1 Proposal Submissions

Proposals must be received on or before June 28, 2018, 4:00p.m. ADT, at the Municipal Administration Office, 752 St. George Street, Annapolis Royal. Late submissions will not be accepted and will be returned unopened. Faxed or e-mailed submissions will not be accepted. No proposals may be withdrawn after closing. Prior to closing, a proposal may be withdrawn upon written request signed by an officer of the proponent's company or firm.

The individual or company who submits a Proposal is hereafter referred to as "Proponent".

Proposals shall be addressed to the following contact person:

Janice Young, Exec. Assistant/Proj. Coordinator to CAO
Municipality of the County of Annapolis
752 St. George Street,
PO Box 100
Annapolis Royal, NS B0S 1A0

Proponents shall submit Proposals in original form, plus two copies. The originals shall be

marked "Original" and the duplicate copies shall be marked "Copy" and shall include duplicate copies of every Appendix to the Proposal.

Proposals shall be enclosed in a Plain, sealed Envelope, without any identifying marks and shall be labeled:

"RFP 2018 - Legal Services, Attention: Janice Young"

2.2 Acceptance of Proposals

This Request for Proposals should not be construed as a contract for the purchase of goods or services. The County of Annapolis reserves the right to accept any Proposal that it considers to be in its best interest or to reject any or all Proposals. Costs will only be one factor which will be considered in selecting the successful proponent.

The County also reserves the right to waive any minor irregularity or deficiency in any proposals submitted. Notwithstanding this fact, any Proposal not supported by the essential information required to be provided in response to this Request for Proposals shall be rejected. The County reserves the right to negotiate with any proponent who has submitted a Proposal. The successful proponent is hereafter referred to as the "Municipal Solicitor".

The information contained in this Request for Proposals, is supplied, solely as a guideline for proponents. Nothing in this Request for Proposals is intended to relieve proponents from forming their own opinions and conclusions with respect to matters addressed in this Request for Proposals.

This document and RFP process does not constitute a call for tenders. Proponents undertake any expenditures related to the submission of a proposal at their own risk.

This RFP neither expresses nor implies any obligation on the part of the respective municipal unit to enter into a contract with any party submitting a response or responses.

The County reserves the right to deviate from the evaluation criteria where it is in the best interests of the County. Without limiting the generality of the foregoing, decisions to deviate from the evaluation criteria may be made based on budgetary and/or service delivery considerations.

The County may accept any proposal or any portion of any proposal that may be considered to be in the best interests of the County. The right is also reserved to waive formality, informality or technicality in any proposal. This includes the right to accept a proposal that is not strictly compliant with the instructions in the RFP document.

The County reserves the right to amend this RFP document at any time before the RFP Closing Date and will issue an addendum in the event of a change.

The County reserves the right to negotiate, after the RFP Closing Date, with any Proponent for services as they relate legal services.

The County reserves the right to interpret any and all aspects of this RFP as may be most favourable to the County.

Proponents who incur any expenditure related to the submission of a proposal and any subsequent negotiations with the Respondents do so at their own risk.

The Proponent agrees that the County has the right to negotiate any changes to any Proposal with any Proponent either before any Proposal is accepted or afterwards.

2.3 Proprietary Rights

The Municipal Solicitor is hereby specifically advised that all information collected and material developed in regard to all work carried out on behalf of the County shall become and remain the sole property of the Municipality of the County of Annapolis.

2.4 Confidentiality

All documents, information and material developed by the Consultant shall be treated as confidential unless the Consultant is advised otherwise, in writing, by the Municipality of the County of Annapolis.

The Consultant is hereby further advised that any information provided by the County is to be treated as confidential and shall not be provided to a third party without prior written approval of the Acting Chief Administrative Officer.

2.5 Ownership of Proposals and Freedom of Information

All documents, including Proposals, become the property of the Municipality of the County of Annapolis and are subject to disclosure in accordance with Section XX of the Municipal Government Act (FOIPOP). By submitting a Proposal, the proponent thereby agrees to public disclosure of its contents subject to FOIPOP procedures and requirements. Any information the proponent considers "personal information" because of its proprietary nature should be marked as "confidential" and will be subject to appropriate consideration as defined within the Act.

2.6 Proponent's Expenses

The Municipality of the County of Annapolis is not liable for costs incurred by the proponent in responding to this Request for Proposals. Proponents are solely responsible for their own expenses in preparation, delivery and/or presentation of their Proposals and for any subsequent negotiations with the County.

2.7 Changes and Amendments

All proponents will be notified in writing regarding any changes made to the Request for Proposals, or any change in the closing date or time. Should changes occur within five business days of the current closing date, the closing date may then be extended by the County to allow for a suitable number of preparation days between the revised closing date and the effective date of the change.

2.8 Inquiries

All inquiries related to this Request for Proposals shall be directed via email to the following:

Janice Young, Exec. Assistant/Proj. Coordinator to CAO
Municipality of the County of Annapolis
E-mail: jyoung@annapoliscounty.ca

Information obtained from any other source is not binding on the County.

3.0 PROPOSALS REQUIREMENTS

3.1 Content

In order to receive full consideration during the evaluation process, responses to this Request for Proposals shall include the following:

- a) A clear indication of the hourly rate to be charged for the provision of the legal services to be provided. It should be noted that no increase in this hourly rate is permitted without prior consultation with and the approval of Municipal Council.

- b) Proof of both general and professional liability insurance including amounts.
- c) Proof that each and all of the solicitors, who may be assigned to this Account are members in good standing with the Nova Scotia Barristers Society. This standing must be maintained throughout the term of any contract.

3.2 Award of Contract

The contract to be awarded shall be for an initial period of three (3) years following the successful completion of a six (6) month probationary period. The County shall have the option to extend the contract up to March 31, 2018 at the discretion of Municipal Council with the terms of any such extension to be mutually agreed upon.

3.3 Scope of Work

The legal services to be provided by the Municipal Solicitor shall include:

- a) Providing legal advice in relation to the development of municipal policies and bylaws and their administration and implementation;
- b) Preparation and prosecution of court actions in relation to municipal bylaws including prosecution of Summary Offence Tickets. This includes attendance at Provincial Court and attendance at any trials arising from such prosecutions. Continuation of this service is subject to continuation of the current Summary Offence Ticket arrangement between the Municipality of the County of Annapolis and the Province of Nova Scotia;
- c) Representing the County in any court action brought by or against them;
- d) Attendance at Municipal Council Meetings (held monthly).
- e) The Municipal Solicitor may, on occasion, be additionally required to attend special meetings of council or committees to provide opinions or advice on matters of a legal nature;
- f) Other Legal Services as may from time to time be requested by the Municipal Council or Chief Administrative Officer or his/her designate.

3.4 Other Requirements/Terms

Proponents shall be responsible to familiarize themselves with existing requirements, procedures, workplace protocols and specific conditions which may affect the performance requirements of this proposal for the County of Annapolis. No plea of ignorance of such conditions as a result of failure to make the necessary proposal examination or further inquiries will be accepted as a basis for any claims for extra compensation.

3.5 Validity of Proposals

Proposals shall be open for acceptance for a six month period from the closing date for submission of proposals.

3.6 Formal Contract

Once the successful proponent has received notice in writing from the Municipality of the County of Annapolis of the acceptance of his / her / the firm's proposal, a formal contract containing all of the terms set forth herein and such further terms as may be mutually agreed upon between the parties shall be duly executed. No legal services are to be provided to the County by the successful proponent until this contract has been executed.

4.0 EVALUATION OF PROPOSALS

4.1 Mandatory Criteria

Proposals will be initially reviewed to establish compliance with the mandatory requirements of this Request for Proposals. Submissions not meeting those mandatory requirements will receive no further consideration. The following are the mandatory requirements:

- a) Proposals must be submitted by the deadline;
- b) Proposals must be submitted in accordance with the requirements of Subsection 2.1 of this Request for Proposals; and ,
- c) Proposal Content shall be in accordance with the requirements of Section 3 of this Request for Proposals.

4.2 Other Criteria

Evaluation of the proposals received will also include consideration of the following:

- a) The range and extent of the proponent's expertise in areas of law directly related to the broad range of issues encountered by a municipal government unit in Nova Scotia;
- b) Familiarity of the proponent, with the *Municipal Government Act (MGA)*, including any prior experience as a municipal advisor or a municipal solicitor;
- c) The hourly rate to be charged for the legal services being provided.