

**Mohawk Council of Akwesasne**  
**Department of Community and Social Services**  
**REQUEST FOR PROPOSAL**  
**Consultant for Child and Family 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 Child Welfare consulting related to Mentorship and Quality 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 Consultant for Child and Family 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 mentorship and quality services by a Consultant for Child and Family Services described herein through a thoughtful balance of expertise, service delivery, and cost from a qualified Consultant, 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: [valerie.cree-cook@akwesasne.ca](mailto:valerie.cree-cook@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 consultant. The MCA, DCSS’ reserves the right to award this RFP to one or more consultant(s) 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 until March 31, 2024 (the “Initial Term”). Upon the expiry of the Initial Term, the MCA, DCSS’ may, at its sole option, elect to renew the Agreement for a one six (6) month to a 1 (one) year term (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	December 20, 2024
Deadline for Questions via email	December 31, 2024
Submission Deadline	January 3, 2025
Selection Process	January 13, 2025
Notification of Selection	January 17, 2025
Consultant for Child and Family Services Agreement, Internal Vetting Process and Approval	January 24, 2025
Anticipated Execution of Agreement	April 1, 2025

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: [valerie.cree-cook@akwesasne.ca](mailto:valerie.cree-cook@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 the mandatory submission requirements. Proposals that do not comply with all 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. 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 (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 based on 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 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 (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 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 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 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 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 not be disclosed without prior written authorization from the MCA, DCSS'; and

#### **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;

- (a) waive formalities and accept proposals that substantially comply with the requirements of this RFP;
- (b) check references other than those provided by any Proponent;
- (c) 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;
- (d) select a Proponent other than the Proponent whose proposal reflects the lowest cost to the MCA, DCSS' ;
- (e) cancel this RFP process at any stage;
- (f) cancel this RFP process at any stage and issue a new RFP for the same or similar deliverables;
- (g) accept any proposal in whole or in part; or
- (h) 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 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 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 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 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**

- a. 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:

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. 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.

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 intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- c. are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);

APPENDIX A – FORM OF AGREEMENT

THIS AGREEMENT made in triplicate this \_\_\_\_\_ day of \_\_\_\_\_ 202

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 31-10-23 Consultant for Child and Family Services 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: [72,000.00] 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

### Instructions on How to Provide Pricing

Proponents should submit their pricing information electronically

- (a) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (b) 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)

### 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 the consultant/ consulting firm.**

The price breakdown shall include, but not limited to, names, titles and hourly pricing of the assigned staff that may work with the MCA, DCSS', their, hourly rates, including breakdown of disbursements.

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.

## 2. 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:

Lowest price/proponents price x weighting = proponents pricing points

## APPENDIX C – RFP PARTICULARS

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

Circle if:     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 bud submission will not be complete unless all required documents are completed and submitted. (See chart below)

MANDATORY SUBMISSION FORMS AND DOCUMENT'S 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 PROPONENT EXPERIENCE, AND GENERAL MUNICIPAL KNOWLEDGE REQUIRED DOCUMENT UPLOAD FROM PROPONENT EXPERTISE AND KNOWLEDGE OF ONTARIO MUNICIPAL LAW REQUIRED DOCUMENT UPLOAD FROM PROPONENT

### D. MANDATORY TECHNICAL REQUIREMENTS

Direct Front line experience, supervision experience, senior level management experience, policy creation, evaluation, and implementation Experience working with First Nations Child and Family Services.

### 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 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 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 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 consultant, particularly in the areas of Child Welfare 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:

<b>SCALE</b>	<b>EXPLANATION</b>	<b>TYPE of ANSWER</b>
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
7-8	The Proponent has met all of the requirements	Good
9-10	The Proponent has met all the requirements, plus has shown the ability to exceed the scope of the requirements	Excellent

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 to proceed to stage III and pricing to be evaluated.

(see next page for evaluation)

<b>Rated Criteria Category</b>	<b>Weighting (points)</b>	<b>Minimum Threshold</b>
Stage I – Mandatory Submission Requirement		
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 based on 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 Resume, Experience, Expertise and General Knowledge & Expertise in First Nations Child Welfare (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 Consultant for Child and Family Services 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 First Nations Communities including practices, procedures, methods, and mandates found within a First Nation Child Welfare.
- (b) expertise with First Nations Child Welfare at all levels.
- (c) Proven ability to Mentor Supervisors, Managers, and Front-line Staff Program and Policy assessment, evaluation, and development
- (d) Disclose any potential conflict(s) of interest.
- (e) Proponent shall include a resume along with the offerings provided by you or your consultation firm.
  - I. Full Name
  - II. Current and past roles and responsibilities
  - III. Education
  - IV. Years of experience
  - V. Relevant (managerial and/or technical) experience Professional designations as applicable
  - VI. 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 Consultant for Child and Family Services services to the MCA, DCSS’

Section 2 – Expertise in Mentorship and Quality Services (30%)

Proponent shall exemplify impartiality and neutrality in managing sensitive inquiries and conducting assessments of others and making appropriate recommendations

Proponent shall demonstrate that they have the necessary expertise and experience to manage the requirements of Mentorship and Quality Services in Child Welfare as laid out in the deliverables. The proponents shall identify who will be the principle or key contact during the term and shall identify key personnel who will be used for various deliverables should it not be the principle or key contact.

See Chart Below:

Description	Deliverable	Date
Coach/Mentor Service Managers and Supervisors in managing performance within their units	Ensure workflows and agency protocols are being met within standards framework of services delivery to clients. Provide a written report.	Continuous to Term of Contract
Train mentor Service Managers and Supervisors in understanding their roles and responsibilities respectively within the new organizational structure.	Provide in-person training/mentoring while ensure that ACFS management team’s capacity is aligned with their roles and responsibilities through evaluation and strengths-based approach. Identify training needs as appropriate. Provide a written report.	