McMaster Association of Part-time Students (the “Association” or “MAPS”)

REQUEST FOR PROPOSALS #2014-03-01 LEGAL SERVICES
For Fiscal Years 2014 (pro-rated), 2015, and 2016

The deadline for RFP submissions is 4:30pm Wednesday April 16, 2014

Proposals may be delivered by sealed envelope (with the contents clearly indicated) or submitted by electronic mail (Subject Line should include RFP proposal number), to the Association as indicated below.

Proposals are subject to the terms and conditions contained in the requirements document and all other attachments provided in the request for proposal package, as posted on MERX.com. MAPS reserves the right to accept or reject all or part of any proposal and to accept the proposal that serves the best interests of the corporation. This may not necessarily be the proposal with the lowest bid.

Please submit your proposal / direct inquiries to:

Contact
Kyle Johansen
Consultant
(416) 888-0065

Proposals by courier
McMaster Association of Part-time Students
MUSC 234
McMaster University
1280 Main Street West
Hamilton ON L8S 4S4

Proposals by email
Kyle.Johansen.MAPS@gmail.com
1. INTRODUCTION

In existence since 1979, and incorporated since 1997, the McMaster Association of Part-time Students (MAPS) represents the interests of the 6,000 plus students studying at McMaster University on a part-time basis. MAPS is in the midst of a governance and operations management transformation in response to a university review of its operations. The new governance and operations framework will be largely in place in our last fiscal quarter of 2013.

As part of our ongoing drive to be leaders in accountability and transparency, MAPS is tendering all significant contracts to ensure the Association has the benefit of knowing the availability of service options. The tender for legal services is anticipated to occur every two years.

All references to years mean calendar years.

Information on the Association is available online at www.McMaster.ca/Maps

2. SCOPE OF LEGAL SERVICES

MAPS is requesting proposals for independent legal counsel to deliver legal services including but not necessarily limited to the following, provided:

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<th>Under a fixed annual retainer</th>
<th>On a guaranteed hourly rate basis</th>
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<td>a) General legal opinion and advice</td>
<td>d) Representing the Association in litigation, as required.</td>
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<td>b) Input and review of contracts, memoranda of understanding, corporate by-laws, and agreements</td>
<td>e) other services for which the Association may retain legal counsel; for services not otherwise provided for in this RFP.</td>
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<td>c) Lease, tenancy, or other occupancy agreements</td>
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Nothing in any resulting contract for services will limit or prevent the Association from seeking advice or retaining the services of another law firm/ legal counsel, as the Association deems appropriate.
In any matter where the Association or its officers or directors are named in a claim of action that falls within scope the Association’s General Liability or Officers and Directors Liability Insurance policies, as may be taken out from time to time, it is understood that the Insurer shall have discretion as to which legal counsel is appointed to represent the Association, pursuant to the terms of the insurance policy.

The Association seeks a guaranteed fixed retainer agreement for a period of two and a half years; which can be extended for an additional two years with the consent of both parties.

The Association’s activities are impacted by several provincial statutes including:

i) Not-For-Profit Corporations Act, 2010 (yet to be proclaimed)
ii) Corporations Act
iii) McMaster University Act
iv) Employment Standards Act
v) Government of Ontario Central Agency Directives

Additionally, the Association has agreed to be bound by the policies of McMaster University where the Association’s policies fall silent. The Association has also agreed to ensure that its policies reasonably align with those of McMaster University.

3. NATURE OF SERVICES REQUIRED

For greater clarity, the Association may, from time to time, require legal counsel to provide advice in its dealings with campus stakeholders, including McMaster University. The Proponent should indicate if it will place any limits (for example, a fix number of hours per month) on the provision of such advice under the retainer agreement.

Legal Counsel will work principally with the Association’s Senior Administrator, but my, from time to time, be required to advise the Association’s executive or the Board of Directors, upon request.

4. ADDITIONAL SERVICES

Legal Counsel may from time to time be engaged to conduct other services on an ad hoc basis. These services would fall under the guaranteed rate for time and charges, or at a different rate, should the scope of the engagement fall outside the scope of this RFP.

5. TERM OF CONTRACT

The term of the Contract shall be for the balance of 2014 and fiscal years 2015 and 2016; with the option to extend the contract for an additional two years.
6. TERMINATION OF CONTRACT

The contract can be terminated by either party with 60 day’s written notice.

7. AMENDMENTS BY PROPENENTS

No amendments will be accepted to proposals once submitted, unless specifically asked for by the Association.

8. AMENDMENTS TO THE RFP AND SUBSEQUENT SERVICES AGREEMENT

The official RFP, requirements documents and any amendments will be those that are posted by the Association on MERX.com. The Association reserves the right to amend the RFP at its discretion prior to the closing date. Changes will be communicated to proponents through MERX.

The terms of any engagement and any amendments made to it, shall be in writing and agreed to by both the Association and the successful proponent.

9. PROPONENT’S COST

Any costs or expenses incurred by any Proponent in relation to this request for proposal, or the negotiation of services as a result of this request for proposal are the responsibility of the Proponent, regardless of circumstance.

10. CAPACITY TO PERFORM

The Association expects that any Proponent that submits a proposal has the ability, experience and necessary resources to provide the services described successfully and on time. Satisfactory evidence, which may include furnishing references from the clients that are similar to the Association (in terms of size, non-profit status, member-driven, student government and others) may be requested.

11. REJECTION OF PROPOSAL

The Association reserves the right to reject any or all of the proposals at its sole discretion for any reason.
12. CONFIDENTIALITY OF INFORMATION SUBMITTED

Proposals and any other information submitted in relation to this request for proposal are the property of the Association. All proposals will be treated confidentially, subject to law.

13. SUBMISSION FORMAT

Proponent’s submitted proposals should address:

a) The Proponent’s understanding of the scope of the Association’s legal requirements;
b) The Proponent’s intended approach with respect to the provision of services and how that approach has worked with other organizations similar to ours;
c) Relevant experience and qualifications of the partner and staff who will be the primary legal services team for the Association;
d) Profile and operating philosophy of the Proponent;
e) Information on the intended primary legal services team;
f) Reporting mechanisms, and anticipated time frames for the completion of requests for legal services;
g) A firm quotation for legal services expressed in terms of the scope of services outlined in section (2) for 2014 (pro-rated), and fiscal years 2015 and 2016; noting any anticipated cost increases for services in the subsequent two years, if any. To the extent possible, the quotation should indicate the hourly or per diem rates for each team member, along with charges for expenses, disbursements, taxes that may be charged in excess of the retainer agreement and/or comprise the costs of services under an hourly rate basis; and,

   A summary of related experience in the provision of general and corporate legal counsel to organizations similar in size, scope and/or orientation to the Association, complete with a list of references including corporate name, contact name, phone number, services provided, years of service, and any other relevant information.

14. CONFLICTS OF INTEREST

Proposals should disclose any known, perceived or potential conflicts of interest that may impair the Proponent’s professional judgment or objectivity, or which, in the view of a reasonable third party may have that effect.

15. NON-ASSIGNMENT

Once appointed as legal counsel, the Proponent may not assign this contract or any part of the work to be done under this contract without written consent from the Association. If
the Association agrees to any assignment, the Proponent is not relieved of its liabilities and obligations as legal counsel.

16. NEGOTIATIONS

Once the Association has reviewed all submissions, it may undertake negotiations with selected proponent(s) to refine the details of the contract for the proposed legal services outlined in this RFP. This may include adding, deleting or modifying the requirements.

Upon agreement of mutually acceptable terms, the Proponent shall issue a contract and engagement letter for signature. Should there be no such agreement, or if the Proponent fails to provide a contract and engagement letter, MAPS may accept another proposal or seek new proposals.

17. PERFORMANCE EVALUATION

During the term of any contract agreed to as a result of this RFP, legal counsel will be evaluated based on the following criteria:

   a) Timely responses to Association requests
   b) Soundness of advice on legal matters referred to legal counsel.
   c) Performance in the manner outlined in the Proponent’s submission
   d) Adherence to mutually agreed deadlines.

18. EVALUATION CRITERIA

Each proposal will be evaluated as follows:

   a) Proponent has no conflicts of interests. (pass/fail)
   b) Proponent is licensed to practice in Ontario. (pass/fail)
   c) Experience and qualifications of the Proponent. 20%
   d) Experience of staff to be assigned. 20%
   e) Client services approach. 30%
   f) Fees. 30%

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