



## Request for Proposals

# RFP 24-004 for Local Agent Services: Penticton

<b>Opportunity ID:</b>	RFP 24-004
<b>Issue Date:</b>	April 4, 2024
<b>Closing Date and Time (Pacific Time):</b>	April 27, 2024 @ 4:00pm Pacific Time

### Delivery of Submissions

**Submissions must be submitted using one of the following delivery methods:**

**BC Bid Electronic Submission:** Submit an electronic Submission using BC Bid. Submissions must be in accordance with the requirements set out in the process rules of the subject RFX. Only pre-authorized electronic bidders registered on the BC Bid system can make an electronic submission using the BC Bid system.

**Or**

**Email Submission:** Submit a Submission by email. Submissions by email must be submitted to the email address specified below in accordance with the email submission instructions set out in the process rules for the subject RFX. Include the opportunity description and ID in the subject line of the email.

bids@legalaid.bc.ca

### Official Contact

Chandrang Makwana  
Chandrang.makwana@legalaid.bc.ca

Enquiries related to this RFP may only be directed in writing to the Official Contact using the "enquiries" interface, if available, or the email address identified on the "opportunity details" tab. Information obtained from any other source is not official and should not be relied upon. Other information and rules regarding enquiries are set out in the "process rules" tab or within the attached RFP documents.

**Enquiries Deadline:** Refer to the "overview" tab within BC Bid. Suppliers should send questions to the Official Contact before this time. Questions received after the deadline may not be answered.

## Table of Contents

1. SUMMARY OF THE OPPORTUNITY.....	6
2. RFP PROCESS RULES .....	7
2.1 Definitions .....	7
2.2 Acceptance of Terms and Conditions.....	8
2.3 Submission of Proposals.....	9
2.4 Amendments and Addenda.....	11
2.5 Additional Information .....	11
2.6 Late Proposals.....	11
2.7 Proposal Irrevocability .....	11
2.8 Pricing.....	11
2.9 Completeness of Proposal .....	12
2.10 Changes to Proposals .....	12
2.11 Conflict of Interest, Unfair Advantage, Bias and No Lobbying .....	12
2.12 Subcontractors .....	13
2.13 Evaluation.....	14
2.14 Contract.....	14
2.15 Contract Finalization Delay .....	15
2.16 Debriefing.....	15
2.17 Limitation of Liability and Proponents Expenses .....	15
2.18 RFP Information Disclaimer .....	16
2.19 No Commitment to Award.....	16
2.20 No Implied Approvals.....	16
2.21 Legal Entities .....	16
2.22 Reservation of Rights .....	16
2.23 Ownership of Proposals .....	17
2.24 Copyright.....	18
2.25 Confidentiality Agreement.....	18

2.26	Alternative Proposals .....	18
2.27	Collection and Use of Personal Information.....	18
2.28	Enquiries to Official Contact.....	18
2.29	Trade Agreements.....	18
3.	OVERVIEW .....	19
3.1	Background.....	19
3.2	Scope of Required Services or Work.....	19
4.	CONTRACT.....	19
5.	PROPOSAL SUBMISSION REQUIREMENTS .....	19
5.1	Timing.....	19
6.	PROPOSAL FORMAT .....	20
7.	EVALUATION.....	20
7.1	Mandatory Criteria.....	20
7.2	Weighted Criteria .....	23
7.3	Reference Check .....	26
7.4	Record Checks.....	27
	APPENDIX A: CONTRACT FORM .....	28
	(PROPOSED) LOCAL AGENT CONTRACT (“LSS”)	29
	THE PARTIES AGREE FOR CONSIDERATION AS FOLLOWS:	30
	1. DEFINITION	30
	2. LEGAL STATUS OF LOCAL AGENT	30
	3. SERVICES	31
	4. TERM AND CONTRACT RENEWAL	32
	5. PAYMENT BY LSS	322
	6. NON-FINANCIAL ASSISTANCE	322
	7. ASSIGNMENT	333
	8. TERMINATION	333
	9. EFFECTS OF TERMINATION	333
	10. ACTIONS OR CLAIMS	344
	11. CONFLICT OF INTEREST	344

12. INTELLECTUAL PROPERTY	344
13. REPRESENTATIONS AND WARRANTIES	355
14. LIMITATION OF LIABILITY & INDEMNIFICATION	355
15. CONFIDENTIALITY	366
16. LOCAL AGENT PERSONNEL	377
17. QUALITY ASSURANCE	377
18. FINANCIAL REPORTING	38
19. OPERATIONS	38
20. INSURANCE	39
21. NOTICES	39
22. GENERAL	39
SCHEDULE "A": SERVICES.....	41
SCHEDULE "B" : FACILITIES AND EQUIPMENT.....	44
SCHEDULE "C" : NON-FINANCIAL ASSISTANCE.....	46
A. MANAGEMENT SERVICES	466
B. TRAINING	466
C. EVALUATION OF SERVICES	466
D. PUBLICATIONS AND FORMS	466
E. COMPUTER ASSISTANCE	466
F. COMMUNITY OUTREACH AND PLEI	47
SCHEDULE "D" : CONFIDENTIALITY AGREEMENT.....	48
SCHEDULE "E" : TABLE OF LOCAL AGENTS LOCATIONS AND CONTRACT AMOUNTS.....	49

## 1. Summary of the Opportunity

- a) LABC invites Proposals from qualified lawyers, law firms, professional corporations, partnerships, or other legal entities to deliver the Services (as defined in the attached Contract Form at Appendix A: ) in Penticton and surrounding area as may be necessary. The successful Proponent will perform very important services on behalf of LABC in their communities, by, for instance:
- providing intake services to enable local access to legal representation for people with low incomes;
  - providing public legal education and information (PLEI);
  - providing legal advice;
  - engaging in outreach and liaison with community, Aboriginal and legal groups; and
  - scheduling duty counsel.
- b) Note that this RFP is for a fixed, annual price Contract (payable in 12 monthly instalments). The price as set out in the attached Contract Form is non-negotiable. Accordingly, LABC is not inviting Proponents to submit pricing with their Proposals.

## 2. RFP Process Rules

### 2.1 Definitions

Throughout this RFP, the following definitions apply (and the singular is interchangeable with the plural). Some definitions contain cross references to other defined terms of like meaning that may be found in BC Bid.

**“Addenda”** means all additional information regarding this RFP including Amendments to the RFP. The “Addenda” menu tab is located on the left margin of the specific opportunity in the BC Bid application. Suppliers may need to select and set the symbol denoted as “>>” to reveal the menu tab items.

**“Amendment”** means a change to the RFP that results in posting an updated version of the RFP requiring Proponents to submit a new Proposal to the RFP as amended. Amendments will be noted in the amendment reason section of the “Overview” menu tab located on the left margin of the specific opportunity in the BC Bid application. Suppliers may need to select and set the symbol denoted as “>>” to reveal the menu tab items.

**“BC Bid”** means BC Bid located at <https://www.bcbid.gov.bc.ca>.

**“Business BCeID”** means a password ID that is required if a Proponent intends to prepare and submit Proposals electronically using BC Bid. See <https://www.bceid.ca/> for more information.

**“Closing Date and Time”** means the closing time and date for this RFP as set out in the “RFx general information” section of the “overview” menu tab; and as initially set out on the cover page to the RFP.

**“Closing Location”** means, as applicable, the hard copy delivery location; email address; or BC Bid for the submission of Proposals as indicated in the “delivery of submissions” section of the “overview” menu tab; and as initially set out on the cover page to the RFP.

**“CMS / CIS”** means Case Management System / Client Information System.

**“CRC(s)”** means Criminal Records Check.

**“Contract”** means a written agreement executed by LABC and the Contractor as a result of this RFP.

**“Contractor”** means the successful Proponent to the RFP who enters into a Contract with LABC.

**“Enquiries Deadline”** means the preferred cut-off date for supplier questions set out on the “overview” tab within BC Bid. Supplier questions received after this date, if applicable, may not be answered.

**“Issue Date”** means the date the RFP was posted to BC Bid as set out in the “RFx general information” section of the “overview” menu tab; and as initially set out on the cover page to the RFP.

**“Legal Aid BC”** or **“LABC”** means the Legal Services Society as created under the *Legal Services Society Act* of British Columbia.

“**must**”, or “**mandatory**” means a requirement that must be met in order for a Proposal to receive consideration.

“**Official Contact**” means the individual named on the “opportunity details” menu tab for the RFP serving as the official RFP contact person for LABC; and as initially set forth on the cover page of this RFP.

“**Proponent**” means a single legal entity with the legal capacity to contract (excluding its parent, subsidiaries or other affiliates) or natural person with the legal capacity to contract, that submits a Proposal, (see also “You” and “Your”).

“**Proposal**” means a written response to the RFP and includes the information and documentation, if any, required or requested by Sections 7.1 and 7.2 (see also “Submission”).

“**Province**” means His Majesty the King in right of the Province of British Columbia.

“**PLEI**” means Public Legal Education & Information.

“**Request for Proposals**” or “**RFP**” means this solicitation process described on BC Bid, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by LABC by Addenda.

“**RFX**” has the same meaning as RFP as the term may appear in BC Bid or BC Bid pop-up advisories associated with submitting a Proposal.

“**should**”, “**may**” or “**weighted**” means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

“**Submission**” as used within BC Bid and its pop-up advisories related to this RFP has the same meaning as Proposal.

“**You**” and “**Your**” as used in any pop-up advisories related to this RFP has the same meaning as Proponent.

Any words or phrases defined elsewhere in this RFP will have the particular meaning assigned to such words or phrases.

## 2.2 **Acceptance of Terms and Conditions**

Submitting a Proposal indicates acceptance of all the terms and conditions set out in the RFP, including all appendices, Addenda and these RFP process rules.

A Proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent’s Proposal:

- a) For Proposals submitted by a Proponent with a Business BCeID that is registered to submit its Proposal electronically through BC Bid, clicking the “I Agree and Submit” button that follows the pop-up advisory associated with Proposal submission constitutes the signature of the Proponent and is acceptable without additional signature. By submitting its Proposal electronically through BC Bid, the Proponent is agreeing to the terms and conditions of the RFP.



## 2.3 Submission of Proposals

- a) Proposals must be received before the Closing Date and Time at the Closing Location using one of the permitted submission methods specified on the cover page of this RFP or as may be set out in the "delivery of submissions" section of the "overview" menu tab of this RFP. Proposals must not be sent in a manner not authorized by the RFP. The Proponent is solely responsible for ensuring that, regardless of the submission method selected, LABC receives a complete Proposal, including all attachments or enclosures, before the Closing Date and Time.
- b) For electronic submissions (BC Bid or email), the following applies:
  - 1. The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Date and Time;
  - 2. The maximum size of any attachment uploaded to BC Bid electronically, is required to be 500 MB or less;
  - 3. The maximum size of each email attachment is required to be 20 MB or less (Proponents are solely responsible for ensuring that email Proposal submissions comply with any size restrictions imposed by the Proponent's internet service provider);
  - 4. Proponents should submit email Proposal submissions in a single email and avoid sending multiple email submissions for the same opportunity. If the file size of an electronic submission exceeds the applicable maximum size, the Proponent may make multiple submissions (BC Bid upload or multiple emails for the same opportunity) to reduce attachment file size to be within the maximum applicable size; Proponents should identify the order and number of emails making up the email Proposal submission (e.g. "email 1 of 3", "email 2 of 3...");
  - 5. For email Proposal submissions sent through multiple emails LABC reserves the right to seek clarification or reject the Proposal if LABC is unable to determine what documents constitute the complete Proposal; and
  - 6. Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. LABC may reject Proposals that are compressed, cannot be opened or that contain viruses or malware or corrupted attachments.
- c) Proponents are encouraged to become registered as an e-bidding user of BC Bid. Only registered e-bidding users of BC Bid can make electronic Proposals on BC Bid.

BC Bid e-bidding is an annual fee-based subscription service and the duration of the registration process for e-bidding may vary for different users. Proponents should refer to the BC Bid website for further information. For email or hard copy Proposal submissions, including any withdrawal of a Proposal or any changes to a Proposal referred to in Section 2.10, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP opportunity ID, and the opportunity description.

- d)** LABC strongly encourages Proponents using electronic submissions to submit Proposals with sufficient time to complete the upload and transmission of the complete Proposal and any attachments before the Closing Date and Time.
- e)** The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer, the LABC's electronic mail system, or BC Bid.
- f)** While LABC may allow for email Proposal submissions, the Proponent acknowledges that email transmissions may be unreliable. The Proponent is solely responsible for ensuring that its complete email Proposal submission and all attachments have been received before the Closing Date and Time. If LABC's electronic mail system rejects an email Proposal submission for any reason, and the Proponent does not resubmit its Proposal by the same or other permitted submission method before the Closing Date and Time, the Proponent will not be permitted to resubmit its Proposal after the Closing Date and Time. If the Proponent receives any email confirmation from LABC that is associated with an email Proposal submission, despite the content of such email, any such email will not serve to confirm that a complete, sufficient, or timely Proposal or other related submission has been made by the Proponent or received by LABC.
- g)** Submitting through BC Bid may afford the Proponent with tooltips that may be useful and advisories that information is incomplete and/or that mandatory fields have not been completed. Accordingly, those Proponents that nonetheless elect to use other submission methods (if allowed) will not benefit from these advisories and assume all risks of submitting by such submission methods. Should a Proponent elect to use submission methods (if allowed) other than submitting through BC Bid, the Proponent consents to LABC taking such steps that are necessary to input information from Proponent's Proposal into BC Bid for evaluation purposes.

For Proposals submitted by e-mail and for hard copy Proposals delivered to a physical address, by submitting a clear and detailed written notice by email to the Official Contact, the Proponent may revise or withdraw its Proposal before the Closing Date and Time. Upon the Closing Date and Time, all Proposals become irrevocable as set out in Section 2.7.

## **2.4 Amendments and Addenda**

Proponents should continually monitor the RFP as published on BC Bid in the event any Amendment or Addenda to the RFP have the effect of requiring a Proponent to submit a new Proposal to the RFP in lieu of any Proposal to the RFP that a Proponent may have submitted before such Amendment or Addenda. All Amendments will be noted in the amendment reason section of the “overview” menu tab on BC Bid. All Addenda will be noted on the “addenda” menu tab.

## **2.5 Additional Information**

It is the sole responsibility of the Proponent to check for Addenda and Amendments on BC Bid.

Proponents are encouraged to become a registered user of BC Bid and to subscribe to BC Bid’s email notification service in order to receive notices regarding Amendments and procurements or other opportunities organized by commodity codes selected by the registered user. BC Bid’s email notification service is an annual fee-based subscription service and the duration of the registration process may vary for different users. Proponents should refer to the BC Bid website for more information.

## **2.6 Late Proposals**

Proposals will be marked with their receipt time at the Closing Location. Only Proposals received and marked before the Closing Date and Time will be considered to have been received on time. Proposals received late will be marked late and not considered or evaluated. In case of a dispute, the Proposal receipt time as recorded by LABC at the Closing Location will prevail whether accurate or not.

## **2.7 Proposal Irrevocability**

Proposals will be open for acceptance and irrevocable for at least 90 days after the Closing Date and Time.

## **2.8 Pricing**

Without limiting any terms or conditions set by LABC in this RFP, including any Proposal, the following terms and conditions apply to pricing for the RFP:

- a)** Prices will be firm for the entire Contract period unless the RFP specifically states otherwise.
- b)** Regardless of the allowed Proposal submission method, if unit pricing is required to be proposed and the sum total of that unit pricing is being evaluated, whether or not the Proponent is required to provide a sum total of that unit pricing, so long as all of the required unit pricing components are proposed, if the Proponent has made a mathematical error in adding up the sum total of all required unit pricing, then and in that event LABC will compute and take the mathematically correct sum total of the proposed unit pricing for purposes of evaluation and contracting.

## **2.9 Completeness of Proposal**

By submitting a Proposal, the Proponent covenants and warrants that, if the RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the Proposal or will be provided by the Contractor at no additional charge.

## **2.10 Changes to Proposals**

- a)** For Proposals submitted by e-mail and for hard copy Proposals delivered to a physical address, by submitting a clear and detailed written notice by email to the Official Contact, the Proponent may revise or withdraw its Proposal before the Closing Date and Time. Upon the Closing Date and Time, all Proposals become irrevocable as set out in Section 2.7. The Proponent will not change any part of its Proposal after the Closing Date and Time unless requested by LABC for purposes of clarification. Proposals cannot be amended after the Closing Date and Time.
- b)** For Proposals submitted through BC Bid, in order to amend the Proposal electronically through BC Bid, the Proponent will need to copy the previous submission using the “other actions” menu and submit a new Proposal before the Closing Date and Time.
- c)** For Proposals submitted through BC Bid, in order to withdraw a Proposal electronically through BC Bid, the Proponent will need to go to the “submission history” tab and select “submission withdrawn” from the dropdown in the “withdrawn” column of the table on that screen. Withdrawn Proposals cannot be recovered. This must be done before the Closing Date and Time or the Proposal will not have been withdrawn. Proposals cannot be withdrawn after the Closing Date and Time.
- d)** In lieu of amending or withdrawing a Proposal in accordance with above subsections b) or c) as applicable (instances where the Proposal was initially submitted electronically through BC Bid), the Proponent may withdraw its Proposal by submitting a clear and detailed written notice by email to the Official Contact before the Closing Date and Time. In the case of an amendment under this subsection d) the Proponent should transmit a complete Proposal containing all revisions sent by email to the Official Contact as a separate attachment; and by doing so the Proponent is reaffirming its agreement to all of the terms and conditions of the RFP, including these RFP process rules.

## **2.11 Conflict of Interest, Unfair Advantage, Bias and No Lobbying**

- a)** By submitting a Proposal, the Proponent confirms that the current or past employment or other interests or relationships of the Proponent (including a Proponent’s subcontractors and named personnel, if any) do not create or lead to any actual, potential or perceived conflict of interest, unfair advantage, bias or

reasonable apprehension of bias that would favor the Proponent (including a Proponent's subcontractors and named personnel, if any) with respect to the procurement process. A Proponent may be disqualified if the Proponent's (including a Proponent's subcontractors and named personnel, if any) current or past corporate or other interests, may, in the LABC's opinion, give rise to an actual or potential conflict of interest, unfair advantage or reasonable apprehension of bias that would favor the Proponent (including a Proponent's subcontractors and named personnel, if any) and thereby import unfairness into the procurement process. This includes, but is not limited to, involvement by a Proponent (including a Proponent's subcontractors and named personnel, if any) in the preparation of the RFP or a relationship with any employee, contractor or representative of LABC involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, unfair advantage or reasonable apprehension of bias, the Proponent should consult its own advisors and notify and consult with the Official Contact prior to submitting a Proposal.

- b)** A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor, or representative of LABC, including members of the evaluation committee, or with the media, may result in disqualification of the Proponent.

## **2.12 Subcontractors**

- a)** Unless the RFP states otherwise, LABC will accept Proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the Proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. LABC will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed sub-contractors, if applicable.
- b)** All subcontractors, including affiliates of the Proponent, should be clearly identified in the Proposal.
- c)** A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests, may, in LABC's opinion, give rise to a conflict of interest, unfair advantage, bias or reasonable apprehension of bias as set out in RFP section 2.11.
- d)** Where applicable, the names of approved subcontractors listed in the Proposal will be included in the Contract. No additional subcontractors will be added, nor other changes made to this list in the Contract without the written consent of LABC.

## **2.13 Evaluation**

The evaluation of Proposals to identify a successful Proponent will be carried out by an evaluation committee formed by LABC. The evaluation committee will compare and evaluate the Proposals to identify the Proposal which the evaluation committee judges to be the most advantageous to LABC by applying the evaluation criteria. The intent of LABC, without imposing an obligation on itself, is to enter into a contract with the Proponent with the highest overall ranking with respect to delivery of the Services in the location, provided that such Proponent is otherwise acceptable to LABC, on the basis of, without limitation, the references provided, completed Criminal Record Checks, any additional information obtained by LABC, and LABC's past experience with the Proponent.

LABC will be under no obligation to receive further information, whether written or oral, from any Proponent.

- a)** LABC is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a Proposal.
- b)** The evaluation committee may be assisted by other persons as the evaluation committee may determine it requires, including technical, financial, legal and other advisors or employees of LABC.

Subject to any express provision of this RFP, if the Proposal prices for all Proposals exceed the amount that LABC has budgeted for the services or work, then LABC may, at its election and in its sole and absolute discretion:

- c)** seek approval for an increase in the budget; or
- d)** terminate the process under this RFP and enter into negotiations with the Proponent that but for its over-budget Proposal price would have been selected as the successful Proponent for the purpose of identifying scope or other amendments to the Contract to achieve the budget.

## **2.14 Contract**

- a)** By submitting a Proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into a Contract with LABC on substantially the same terms and conditions set out in Appendix A: and such other terms and conditions to be finalized to the satisfaction of LABC, if applicable.
- b)** Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to providing the goods or services until the occurrence of both such events.
- c)** Proponents should avoid adding content or text to their Proposals that means, or could be construed to mean, that the Proponent does not accept Appendix A: (or

any associated content, schedules, etc.). If a Proposal contains content or text that means, or could be construed to mean, that the Proponent does not accept Appendix A: (or any associated content, schedules, etc.), such Proposal content or text may result in the Proposal being noncompliant and eliminated from the RFP process.

- d) If an interested supplier has any questions about the form of contract, the supplier should pose any questions to the Official Contact before the Closing Date and Time or, if applicable, any Enquiries Deadline.

In addition, interested suppliers and Proponents should carefully review the entire RFP, including these RFP process rules, including sections 2.2 and 2.3.

## **2.15 Contract Finalization Delay**

If a written Contract cannot be finalized with provisions satisfactory to LABC within thirty days of notification of the successful Proponent, LABC may, at its sole discretion at any time, thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

## **2.16 Debriefing**

At the conclusion of the RFP process, all Proponents will be notified. Proponents may request a debriefing meeting with LABC.

## **2.17 Limitation of Liability and Proponents Expenses**

Each Proponent, by submitting a Proposal, irrevocably:

- a) agrees that it will not bring any claim, demand, action, cause of action, suit or proceeding, whether arising in contract, tort (including negligence) or otherwise (a “**Claim**”) against LABC or any of its employees, directors, officers, advisors or representatives, or any one of them, for any costs, damages or other compensation of whatsoever nature or kind for any matter relating directly or indirectly to this RFP (including in the event that LABC rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP); and
- b) waives any Claim against LABC and its employees, directors, officers, advisors or representatives for any compensation of whatsoever nature or kind, including for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses, if no contract is entered into for the services or work described in this RFP between the Proponent and LABC for any reason whatsoever, including in the event that LABC rejects or disqualifies or for any other reason fails to accept a Proposal, accepts a non-compliant Proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP.

Proponents are solely responsible for their own expenses in participating in the RFP process, including costs in preparing a Proposal and for subsequent finalizations, if any, with LABC.

## **2.18 RFP Information Disclaimer**

While LABC has used efforts to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by LABC, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

## **2.19 No Commitment to Award**

The RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any Proposal will not necessarily be accepted. The RFP does not commit LABC in any way to award a Contract.

## **2.20 No Implied Approvals**

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 licence pursuant to any federal, provincial, regional district or municipal statute, regulation, or by-law.

## **2.21 Legal Entities**

LABC reserves the right in its sole discretion to:

- a)** disqualify a Proposal if LABC is not satisfied that the Proponent is clearly identified;
- b)** prior to entering into a Contract with a Proponent, request that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole proprietorship, the Proponent's legal name and identification) and certification in a form satisfactory to LABC that the Proponent has the power and capacity to enter into the Contract;
- c)** not to enter into a Contract with a Proponent if the Proponent cannot satisfy LABC that it is the same legal entity that submitted the Proponent's Proposal; and
- d)** require security screenings for a Proponent who is natural person, subcontractors, and key personnel before entering into a Contract and decline to enter into a Contract with a Proponent or to approve subcontractor or key personnel that fail to pass the security screenings to LABC's satisfaction.

## **2.22 Reservation of Rights**

In addition to any other reservation of rights set out in the RFP, LABC reserves the right, in its sole discretion:

- a)** to modify the terms of the RFP at any time prior to the Closing Date and Time, including the right to cancel the RFP at any time prior to entering into a Contract with a Proponent;



- b)** in accordance with the terms of the RFP, to accept the Proposal or Proposals that it deems most advantageous to itself;
- c)** to waive any non-material irregularity, defect or deficiency in a Proposal;
- d)** to request clarification(s) from a Proponent with respect to its Proposal, including clarification(s) with respect to its Proposal on non-material administrative matters (e.g., a matter that is not scored); or where Proposal provisions are ambiguous, without any obligation to make such a request to any other Proponents, and consider such clarification(s) in evaluating the Proposal;
- e)** to reject any Proposal due to unsatisfactory references or unsatisfactory past performance under contracts with LABC, or any material error, omission or misrepresentation in the Proposal;
- f)** at any time, to reject any or all Proposals;
- g)** at any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means (including, a future solicitation) or do nothing; and
- h)** to exclude a Proponent from participation in the RFP, at any point in the RFP process, where there is supporting evidence, on grounds of Proponent:
  - i)** bankruptcy;
  - ii)** false declarations or misrepresentations;
  - iii)** significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts with LABC;
  - iv)** final judgments in respect of serious crimes or other serious offences;
  - v)** engaging in conduct prohibited by the *Competition Act* such as bid rigging as described in section 47 of the *Competition Act*, or engaging in conspiracies, agreements or arrangements between competitors as described in section 45 of the *Competition Act*, or
  - vi)** professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent.

## **2.23 Ownership of Proposals**

All Proposals and other records submitted to LABC in relation to the RFP become the property of LABC and, subject to the provisions of the Freedom of Information and Protection of Privacy Act (RSBC 1996, c 165) and the RFP, will be held in confidence. For more information on the application of the Act, go to:

[http://www.cio.gov.bc.ca/cio/priv\\_leg/index.page](http://www.cio.gov.bc.ca/cio/priv_leg/index.page).

## **2.24 Copyright**

This document is subject to copyright and may be used, reproduced, modified and distributed to the extent necessary for the Proponent to prepare and submit a Proposal.

## **2.25 Confidentiality Agreement**

The Proponent acknowledges that prior to the Closing Date and Time it will be required to enter into a confidentiality agreement with LABC.

## **2.26 Alternative Proposals**

If more than one approach to deliver some or all of the services described in the RFP are offered, Proponents should submit the alternative approach in a separate Proposal clearly identified as an alternative to a different Proposal submitted by the Proponent in response to the RFP. Failure to abide by this rule may result in the disqualification of a Proposal.

## **2.27 Collection and Use of Personal Information**

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If the RFP requires Proponents to provide LABC with personal information of employees who have been included as resources in response to the RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to LABC. Such written consents should specify that the personal information may be forwarded to LABC for the purposes of responding to the RFP and used by LABC for the purposes set out in the RFP. LABC may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to LABC.

## **2.28 Enquiries to Official Contact**

Enquiries related to this RFP including any requests for information or clarification may only be directed in writing to the Official Contact using the "enquiries" interface or the email address identified on the "opportunity details" menu tab, who (subject to the Enquiries Deadline, the preferred cut-off date and time for enquiries set out in the RFX general information section of the "overview" tab), will respond if time permits before the Closing Date and Time. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and posted to BC Bid or otherwise distributed to Proponents. Despite the foregoing, LABC may choose in its sole discretion not to respond, respond in whole or in part, or reformulate enquiries in whole or in part. LABC may in its sole discretion choose whether to post any such enquiries (as reformulated if reformulated) and responses to BC Bid or otherwise distribute to Proponents.

## **2.29 Trade Agreements**

This RFP is covered by the New West Partnership Trade Agreement and the Canadian Free Trade Agreement.

### 3. Overview

#### 3.1 Background

See Section 1 of this RFP.

#### 3.2 Scope of Required Services or Work

See Section 1 of this RFP and the Schedule “A” to the attached Contract Form.

### 4. Contract

Appendix A: sets out the form of contract or the select base terms and conditions. Proponents should carefully review RFP process rule 2.14 and the terms and conditions set out in Appendix A: , including the schedules.

Any form of Contract will also require Contractors to comply with LABC policies, as they may be established and or updated from time to time.

### 5. Proposal Submission Requirements

In order for a Proposal to be considered, a Proponent must clearly demonstrate that they meet the mandatory requirements set out in Section 7.1 of the RFP. Proposals that do not meet all mandatory criteria will not be considered further.

#### 5.1 Timing

The following timetable outlines the anticipated schedule for the selection process. The timing and sequence of events may vary and shall ultimately be determined by LABC.

<b>Event</b>	<b>By Date</b>
Closing date for questions	April 11, 2024
LABC completes replies to questions	April 15, 2024
Closing date for receipt of proposals	April 26, 2024
Evaluations	April 29, 2024

## 6. Proposal Format

- a) Proponents should ensure that they comply with all mandatory requirements and fully respond to all other requirements in the RFP in order to receive full consideration during evaluation.
- b) Proponents should develop their Proposals to respond to the content and information requests set out in Sections 7.1 and 7.2. Proposals should be responsive to the descriptions set out in those Sections so as to allow LABC's evaluation committee to assess the Proposal against those criterion. All pages should be consecutively numbered.
- c) Proposals should not contain links to information that is not set down directly in the Proponent's Proposal. Should this occur, LABC may disregard any referred to source of information that is not contained in the Proposal being evaluated.

## 7. Evaluation

LABC's intent is to enter into a Contract with the Proponent who has met all mandatory criteria and minimum scores (if any) and who has the highest overall ranking.

Proposals will be assessed in accordance with the entire requirement of the RFP, including mandatory and weighted criteria.

### 7.1 Mandatory Criteria

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

Mandatory Criteria
The Proposal must be in English.
The Proposal must be received at the Closing Location before the Closing Date and Time.
The Proponent must propose at least one lawyer who is an active practicing member in good standing with the Law Society of British Columbia, without restrictions material to the provision of the Services.
The Proponent must disclose the names of any lawyers with whom and law firms with which any relationships are maintained or contemplated, including space- and employee-sharing, and whether those lawyers or law firms do or are expected to provide any services to LABC.

The Proponent must designate at least one lawyer with a current practising certificate from the Law Society of British Columbia as responsible for supervising the delivery of the Services, including those specified to be provided by the Local Agent as a lawyer, or the candidate must provide the latter Services himself or herself.

Any lawyer to be involved in providing the Services must disclose any restrictions on his or her Law Society of British Columbia practising certificate material to the provision of the Services.

The Proposal must include information regarding, but need not be limited to:

- i. names;
- ii. training;
- iii. qualifications;
- iv. backgrounds of all persons who would be involved in providing the Services;
- v. number of staff;
- vi. the availability and deployment of technology and equipment to staff, including computer hardware, software and other technological support for delivery of the Services;
- vii. location of the Proponent's principal office at the time the Proposal is submitted, should be **in, or within, 20 kilometers of Penticton**, BC, and which will be the primary premises from which the Services will be delivered. If the Proponent does not have any premises available to provide the Services within the area described above, an undertaking to open such a primary premise prior to commencing delivery of the Services must be provided with the Proposal. The Proponent may propose in addition, or as an alternative, to using his, her, or its principal office as the primary premises for delivering the Services, using other premises, such as those occupied by a third party, e.g., community centers, women's groups' centers and transition houses, or Aboriginal organizations' sites, or another law office, but must include confirmation in the RFP document that all the necessary arrangements have been finalized, subject to selection as Local Agent;
- viii. the hours that the principal office, or the primary premises if different than the principal office, will be open for delivering the Services; and
- ix. other premises, if applicable, e.g., remote locations, community partners' locations, Aboriginal centers, courthouses, etc., that will be open for the delivery of the Services and when.

The Proponent and any proposed employees must successfully complete Criminal Record Checks and include those in the Proposal, or undertake to do so as a precondition to entering into a Contract for delivery of the Services, and the Proponent must agree that it and any lawyers who are to be involved in providing

the Services may be required to provide an Authorization to permit the LABC to obtain Law Society information.

The Proponent must agree that any relationships, appointments with other organizations or government agencies, or any restrictions on practise certificates, or other restrictions or circumstances that may have an impact on contracting with LABC and providing the Services, will be disclosed in the RFP document, and that should the candidate be successful and enter into a contract, that such disclosure is a continuing obligation.

The Proponent must agree that LABC will determine whether such relationships, appointments, restrictions, or other circumstances are incompatible with the Local Agent's responsibilities and will advise the candidate accordingly.

The Proponent must agree that prior to and throughout the term of the Contract, LABC will require the successful candidate to voluntarily disclose any information that may have an impact on providing the Services and may require substantiation of continued compliance with relevant Mandatory Criteria.

The Proponent must describe the Proponent's ability to provide the Services in a culturally appropriate manner to the Aboriginal community and outline the candidate's past experience working with Aboriginal communities.

The Proponent must agree to accept payment via Electronic Funds Transfer (EFT) only.

The Proponent must agree that it and any employees will comply with LABC's policies, procedures, and general instructions; any operations and Intake manuals; as amended from time to time; and, if applicable, the policies and guidelines established for special initiatives.

The Proponent must agree that it and any employees will comply with the administrative policies, billing guidelines and fee and disbursement policies set out in the relevant sections of any manuals, as amended from time to time.

The Proponent must agree to accept the amount offered to be paid for the Services on an annual basis.

The Proponent must have errors and omissions and liability insurance, or the ability to obtain and have such insurance in place during the term of any Contract.

The Proponent must agree to accept the Contract, as set out in Appendix "A".

The Proposal must comply with the Proposal delivery submission method requirements set out in the "delivery of submissions" section located on the "overview" menu tab and the RFP cover page of this document and be in accordance with RFP section 2.2 and 2.3

## 7.2 Weighted Criteria

Proposals meeting all the mandatory criteria set out above will be further assessed against the following weighted criteria. Minimum scores are defined for the weighted criteria, so a Proposal that does not meet the minimum score in each category and/or in total may be rejected without further consideration. In cases where no Proponent meets the minimum score of 60%, LABC reserves the right, at its sole discretion, to enter into negotiations with the Proponent receiving the highest score, solicit other proposals, or decline to enter into any contract.

LABC will score each category for each Proposal, with scores determined by the LABC evaluation committee exercising its judgment, based on the information available to it.

Proponents, by submitting a Proposal, recognize and accept that this process will necessarily be to some degree subjective and agree to accept the determinations made by LABC and its evaluation committee.

The total minimum score must be at least 60 points of the 100-total weight of the Weighted Criteria. The minimum score represents a fraction of the total possible points available in that category, so for example, in a category with a weighting of 30%, Proponents must score a minimum of 18.

<b>Weighted Criteria</b>	<b>Weight</b>	<b>Minimum score</b> (if applicable)
<p><b>Candidate and Employee Experience, Training, Past Performance and References</b></p> <ol style="list-style-type: none"> <li>1. Candidate’s business background and relative experience, including number of years in business.</li> <li>2. Candidate and employee(s) experience, training, and past performance, including experience working with the Aboriginal community.</li> <li>3. Prior experience in providing legal aid to clients with low incomes.</li> <li>4. Memberships in or connections with community agencies, (e.g. those serving the Aboriginal community).</li> </ol>	30%	18

<ul style="list-style-type: none"> <li>5. Experience with LABC intake systems.</li> <li>6. Sufficient knowledge of the local legal environment to be able to consistently and appropriately apply legal aid coverage criteria, including: <ul style="list-style-type: none"> <li>a) knowledge of local sentencing patterns and trends to determine the risk of jail;</li> <li>b) knowledge of the origins of and other issues regarding domestic violence, including the needs of applicants in these circumstances; and</li> <li>c) awareness of mental health issues which would affect a client’s ability to represent themselves in a court proceeding.</li> </ul> </li> <li>7. Knowledge of community and government services in the location that can provide appropriate services to assist an applicant resolve his or her problems; and the ability to provide information and referrals to services when appropriate.</li> <li>8. Knowledge of legal information resources available from LSS and other sources that can assist the applicant to resolve his or her problems.</li> <li>9. Experience or demonstrated ability in working with committees, associations, and community agencies involved with the justice system, the Aboriginal community, and, social justice issues that impact poor and otherwise disadvantaged people.</li> <li>10. Reference checks.</li> </ul>		
<p><b>Methodology for Service Delivery</b></p> <ul style="list-style-type: none"> <li>1. Hiring, training, and evaluation of employees.</li> <li>2. Hours of service.</li> <li>3. Replacement staff &amp; contingency plans for service delivery.</li> </ul>	30%	18



<ol style="list-style-type: none"> <li>4. Proposed procedures for monitoring and evaluating the ongoing quality of the Services.</li> <li>5. Security of electronic and computer records.</li> <li>6. Gathering and reporting of data about the Services provided but not recorded in CIS.</li> <li>7. Provision of summary advice including, without limitation, in the areas of family, criminal, poverty law, and immigration law if applicable.</li> <li>8. Strategies for educating your community about the Services, including providing Public Legal Education and Information and initiating or participating in local community development and service initiatives.</li> <li>9. Strategies for delivering the Services to the Aboriginal community in a culturally appropriate manner, including noting any relationships and connections with Bands in your area.</li> <li>10. Strategies for delivering the Services to any ethnic and immigrant communities in a culturally appropriate manner, including noting any relationships and connections with such groups in and around your location.</li> <li>11. Creation and maintenance of good relationships with private bar, Crown, and other law-related service providers.</li> </ol>		
<p><b>Resources to Support the Services</b></p> <ol style="list-style-type: none"> <li>1. Location of the principal office and of the primary premises for delivery of the Services if other than the principal office.</li> <li>2. Facilities and space in the office and/or other premises adequate to deliver Intake services and corollary services.</li> <li>3. Computer and other equipment.</li> <li>4. Proximity of the candidate's places of Service to public transit routes.</li> </ol>	25%	15

<p><b>Value-Added Services or Facilities as May Be Identified by the Candidate</b></p> <p>For example:</p> <ol style="list-style-type: none"> <li>1. Ability to receive applications at places other than the candidate’s principal office, as for instance at premises occupied by a third party, courthouses, community centers, women’s groups’ centers and transition houses, or Aboriginal organizations’ sites, or another law office.</li> <li>2. Available space for a stand-alone computer to be used by clients to view and download information from LABC websites.</li> <li>3. Number of hours per month that the candidate may be able to provide <i>pro bono</i> summary legal advice services.</li> </ol>	15%	9
Total	100%	

### 7.3 Reference Check

LABC may conduct reference checks on the Proponent and, if applicable, any Proponent resources proposed by the Proponent. LABC may also conduct reference checks with resources internal to LABC.

The Proponent should provide three written references:

- two from members of the legal profession; and
- one from a non-profit organization serving people with low incomes or from a member of an Aboriginal-governed organization

The references should be knowledgeable about the Proponent’s work relevant in scope to the Services and which has been performed within the last two years.

References need to be from a referee that is not the Proponent. For each Proponent and resource reference (if applicable), the Proponent should provide the following information:

- a) Company name (if applicable) of referee;

- b) Current contact name, position, mailing address, telephone number and email address of the referee; and
- c) Brief description of work performed by the Proponent and the Proponent resources, if applicable, and the date(s) when the work was performed.

For information that Proponents should ask the references to consider including, refer to the topics set out in Section 7.2 of this RFP.

In those circumstances where the Proponent is currently providing or has previously provided services to LABC, or is or was employed by LABC, LABC will be deemed to be included as an additional reference.

Failure to provide the referee information set out above will result in the Proponent and Proponent resource, if applicable, failing the reference check. Reference checks will be conducted, on a pass-fail basis, on the Proponent and Proponent resource, if applicable. LABC reserves the right to reject the Proponent and any Proponent resource whose references, in LABC's sole opinion, are deemed to be unsatisfactory.

In addition, LABC reserves the right to contact referees that were not provided to LABC by the Proponent to obtain references pertaining to the Proponent and Proponent resource (if applicable). This includes contacting substitute referees from the same reference company as the one provided by the Proponent.

LABC reserves the right, on a pass-fail basis, to reject any Proponent if any of these other references, if any, in LABC's sole opinion, are deemed to be unsatisfactory. These reference check provisions do not replace and should not be deemed to replace or be inconsistent with any reservation of rights in favour of LABC, including any reservation of rights set out in section 2.22 of this RFP.

#### **7.4 Record Checks**

Proponents are required to include with their Proposals completed criminal records checks ("CRC") on people who will be involved in the provision of the Services, confirming that none of those people has any criminal convictions. In the event that a candidate cannot obtain the CRC results prior to the Closing Date and Time, the CRC must be satisfactorily completed as a precondition to LABC entering into a contract with a successful Proponent.

The Proponent, who is a lawyer or lawyers who have come together to submit a Proposal, such as by a joint venture, is required to provide to LABC, on reasonable notice, written authorization(s) sufficient to permit LABC to obtain information from any Law Society in which the lawyer is or was a member. This authorization permits LABC to obtain information regarding the lawyer's membership, credentials, practice, insurance and assurance status, and discipline history and claims information from any insurer that provides, or has provided, insurance coverage to the lawyer or to the Law Society on behalf of the lawyer. LABC will share with the lawyer any information received pursuant to such Authorization(s) and prior to basing any decisions on such information will offer the lawyer a reasonable opportunity to respond to it.

<b>Appendix A: Contract Form</b>
----------------------------------

By submitting a Proposal, the Proponent agrees that should its Proposal be successful the Proponent will enter into a Contract with LABC on substantially the same terms and conditions of the attached draft agreement, and such other terms and conditions to be finalized to the satisfaction of LABC.

**(PROPOSED) LOCAL AGENT CONTRACT**

**BETWEEN:**

**LEGAL SERVICES SOCIETY**, a Corporation continued under the  
*Legal Services Society Act*, S.B.C. 2002, c. 30  
**(“LSS”)**

**AND:**

**Name, (Barrister & Solicitor)**  
**(“Local Agent” Penticton, BC)**

**RECITALS:**

- A. Legal Services Society (LSS) is an independent society with a mandate to provide legal aid services under the *Legal Services Society Act* (the “LSS Act”). These services include, but are not restricted to:
- (1) assessing individuals who apply for legal aid to determine whether they are financially eligible and their legal issues are covered under the Act;
  - (2) directing ineligible applicants and others who inquire to alternative sources of assistance and information;
  - (3) referring eligible applicants to lawyers with an LSS Vendor Number; and
  - (4) delivering Public Legal Education and Information and conducting related activities throughout British Columbia.
- B. The Local Agent, if an individual, is a lawyer in good standing under the Legal Profession Act of British Columbia and the Rules of the Law Society of British Columbia (the “Rules”) and holds a current practising certificate without restrictions relevant to the delivery of the Services.
- C. LSS and the Local Agent acknowledge that the Local Agent is an independent contractor who, or legal entity that, has been retained by LSS to provide the Services defined below.

## **THE PARTIES AGREE FOR CONSIDERATION AS FOLLOWS:**

### **1. DEFINITIONS**

- 1.1 Definitions created in this document will apply to this entire Contract.
- 1.2 “Default Notice” means written notice of a breach of this Contract, in which LSS identifies the breach(es) and specifies the time and ways in which to remedy it/them.
- 1.3 “Local Agent” is the named person who or legal entity that has contracted with LSS to provide the Services.
- 1.4 “LSS Vendor Number” is the identification number issued by LSS to members of the private bar who are authorized by LSS to provide legal services under a tariff set by LSS.
- 1.5 “Major Breach” means:
  - (a) any unauthorized assignment of this Contract or delegation of the Services by the Local Agent;
  - (b) failure of the Local Agent to respond to clients for five or more consecutive regular business days without the prior written consent of LSS;
  - (c) refusal or failure to deliver the Services;
  - (d) refusal or failure to adhere to all applicable LSS Policies and Procedures;
  - (e) breach of the Confidentiality Agreement set out in Schedule “D” to this Contract;
  - (f) refusal or failure to deliver an adequate quality of service in a timely manner; or
  - (g) refusal or failure to remedy the breach(es) described in a Default Notice.
- 1.6 “Services” include the activities set out in Schedule “A” and those reasonably related thereto whether specified therein or not.

### **2. LEGAL STATUS OF LOCAL AGENT**

- 2.1 The Local agent represents that:
  - 2.1.1 if an individual, he or she is a lawyer in good standing under the Legal Profession act and the Rules of the Law Society and holds a current practising certificate without restrictions material to the provision of the services; or
  - 2.1.2 if a law corporation, a limited liability company or partnership or other legal entity, it is in good standing under the law by which it

was constituted and employs or retains at least one lawyer who meets the description in subparagraph 2.1.1.

- 2.2 The Local Agent represents that he /she / it has authority to enter into this contract and agrees to be bound by all of its provisions.
- 2.3 The Local Agent acknowledges that he / she / it is in business on his / her/ its own account, and stands as an independent contractor in relation to LSS. The Local Agent agrees that he / she / it is not an employee, servant, partner or agent of LSS.
- 2.4 The Local Agent shall be free to engage in other business while providing the Services, provided that such business does not place the Local Agent in a conflict of interest or otherwise interfere with provision of the Services.
- 2.5 LSS shall not make any statutory deductions and/or withholdings from payments made to the Local Agent. As an independent contractor, the Local Agent agrees to be solely responsible for all remittances required to be made by law, and the Local Agent shall indemnify the LSS in respect of any liability that the Local Agent may subsequently be determined to be under to any government authority or agency arising out of payments under this Agreement, including all legal fees incurred to consider, defend against or settle any such liability.
- 2.6 Because the Local Agent is an independent contractor, the Local Agent will not be covered by the LSS's workers compensation coverage.

### **3. SERVICES**

- 3.1 The Local Agent shall provide the Services as set out in Schedule "A" in the location and its surrounding area of the Province of British Columbia described in the Title above, introducing and naming the parties.
- 3.2 In providing the Services, the Local Agent shall adhere to all applicable LSS policies and procedures as may be amended or added to from time to time by LSS ("Policies").
- 3.3 The Local Agent shall participate in LSS's computerized Case Management System / Client Information System, and shall use any computer software supplied by LSS in accordance with the protocols set out in Schedule "B".
- 3.4 The Local Agent shall cooperate with all LSS departments, offices and other Local Agents to enhance the delivery and efficiency of the Services.

- 3.5 The Local Agent shall take all reasonable steps necessary to present LSS in a positive light and shall refrain from taking any action or making any comments likely to detract from LSS's reputation.
- 3.6 The Local Agent agrees to deploy and display such signage as LSS may reasonably request and supply, to identify the Local Agent's intake location(s) and to list the intake location on any building's or other premises' signage as being the Local Agent for Legal Aid, or by similar terminology, as approved by the Manager of Intake and Referral Services on behalf of LSS.

#### **4. TERM AND CONTRACT RENEWAL**

- 4.1 Unless terminated earlier by one of the parties under Clause 8 or unless extended by Paragraphs 4.2 to 4.3, this Contract will remain in force from **April 1, 2024 (the "Effective Date") to March 31, 2025** (the "Term") and shall conclude at the end of the Term.
- 4.2 LSS may, before the end of the Term, make an offer to the Local Agent to extend the duration of the Term.
- 4.3 Where LSS's offer to extend the duration of the Term is accepted by the Local Agent, the duration of the Term will be extended as agreed and the parties will operate under the terms and conditions of this Contract for the extended duration of the Term.
- 4.4 If the Contract has concluded at the end of the Term and LSS has not contracted with another local agent to take over for the Local Agent, LSS shall continue to provide the Local Agent with payments on a monthly basis at the same level and in accordance with the same terms and conditions as set out in this Contract, and the Local Agent shall continue to provide services as set out in Schedule A for a period of up to 3 months or until a new local agent is in place.

#### **5. PAYMENT BY LSS**

- 5.1 LSS agrees to pay for all of the Services as a total amount per annum per location, as set out in Schedule "E", payable in arrears in equal monthly installments for the duration of the Term or earlier termination thereof.
- 5.2 The Local Agent accepts and will comply with LSS's Electronic Funds Transfer (EFT) method of payment.

#### **6. NON-FINANCIAL ASSISTANCE**

- 6.1 LSS shall provide the Local Agent with non-financial assistance as set out in Schedule "C".



## **7. ASSIGNMENT**

7.1 The Local Agent shall not assign or subcontract to other persons or entities delivery of the Services without the prior written consent of LSS. LSS shall not unreasonably withhold its consent, provided that the person or persons chosen by the Local Agent meet(s) the qualifications and standards required by LSS in the RFP pursuant to which the parties hereto contracted.

## **8. TERMINATION**

- 8.1 Whether or not either party is in default of this Contract, either LSS or the Local Agent may terminate it within the Term for any reason upon 60 days' written notice.
- 8.2 If the Local Agent commits a breach of this Contract that is not a Major Breach as defined at paragraph 1.5, LSS may deliver to the Local Agent a Default Notice, as defined at paragraph 1.2.
- 8.3 If the Local Agent commits a Major Breach, LSS may, at its option do any one or more of the following:
- (a) deliver a Default Notice;
  - (b) withhold payment to the Local Agent until the Local Agent remedies the Major reach;
  - (c) on 10 days written notice, assume all authority to deliver the Services on terms and conditions set by LSS;
  - (d) where options (a) through (c) have been attempted or are not practical in the circumstances on written notice, terminate this Contract immediately, or
  - (e) take such other reasonable action as may be necessary to ensure that the Services continue to be provided.

## **9. EFFECTS OF TERMINATION**

- 9.1 If either party terminates this Contract, in accordance with the provisions of Clause 8, LSS shall pay to the Local Agent amounts for Services actually performed until the effective date of termination.
- 9.2 Upon termination of this Contract for any reason, the Local Agent shall deliver and transfer ownership of all non-disposable and disposable assets belonging to LSS, as directed by LSS.

## **10. ACTIONS OR CLAIMS**

- 10.1 The Local Agent shall immediately give written notice to LSS of any claim, action, or other proceeding made, brought, prosecuted, or threatened in writing to be brought or prosecuted against the Local Agent or LSS, or both, as a result of performance or non-performance of any term or condition of this Contract.

## **11. CONFLICT OF INTEREST**

- 11.1 A director, officer, or employee of the Local Agent shall not be entitled to any Services from the same Local Agent, but may apply for such Services from another LSS Location or the Call Centre of LSS.
- 11.2 Notwithstanding paragraph 11.1, any director, officer, or employee of the Local Agent may receive any legal information or written material normally available from the Local Agent.
- 11.3 The Local Agent will give written notice to LSS:
- 11.3.1 prior to entering into any contractual obligations with a crown corporation, or provincial or federal government ministry or department, or
  - 11.3.2 prior to accepting an appointment in any capacity to a court, tribunal, or administrative body.
- 11.4 The Local Agent shall not enter into any contract or accept any appointment as set out in paragraphs 11.3.1 and 11.3.2 without the prior written consent of LSS; LSS shall not unreasonably withhold its consent, provided that in the sole opinion of LSS the contract or appointment does not impair the public's perception of the independence of and confidence in LSS and the Local Agent's office and services.
- 11.5 The Local Agent must disclose the names of any lawyers with whom, and law firms with which, any professional relationships are maintained or contemplated, including space- and employee-sharing and whether those lawyers or law firms do, or are expected to, provide any services to LSS.
- 11.6 The Local Agent agrees that any relationships, certificates, restrictions, or other circumstances that may have an impact on contracting with and providing the Services for LSS will be disclosed, and that disclosure is a continuing obligation.

## **12. INTELLECTUAL PROPERTY**

- 12.1 To the extent Local Agent prepares or develops works of authorship, documentation reports or deliverables specifically for LSS in connection with the performance of its obligations hereunder (“**Work**

**Product**”) such Work Product shall be solely and exclusively owned by LSS. Local Agent shall assign, convey and transfer, and hereby does assign, convey and transfer to LSS all of Local Agent’s right, title and interest in and to any Work Products. The Local Agent further waives, and shall cause to be waived, in favour of LSS, all moral rights it may have in all Work Products.

12.2 Local Agent shall, upon request of LSS, promptly execute a specific assignment of title to LSS, and do anything else reasonably necessary to enable LSS to secure for itself any proprietary rights in Canada or other countries.

### **13. REPRESENTATIONS AND WARRANTIES**

13.1 The Local Agent shall, and represents and warrants that it shall, provide the Services: (a) using personnel of required skill, experience and qualifications; (b) in a timely, workmanlike and professional manner; and (c) in accordance with generally recognized industry standards in Local Agent’s field and the rules of professional conduct; and (ed to the reasonable satisfaction of LSS.

13.2 LSS disclaims any and all representations, warranties or conditions in respect of this Agreement whatsoever, including any representation, warranty, conditions or guarantees with respect to any minimum volume of work, clients or other aspects in connection with this Agreement.

### **14. LIMITATION OF LIABILITY & INDEMNIFICATION**

14.1 To the maximum extent permitted by applicable law: (i) in no event shall LSS be liable for any consequential, indirect, special or punitive damages, including any damages for loss of profit or business opportunity arising out of or in connection with this Contract; and (ii) in no event shall LSS’s aggregate liability under this Contract exceed the total amounts paid to Local Agent under this Contract.

14.2 Local Agent shall indemnify, defend and hold harmless LSS and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, “**Indemnified Party**”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees, fees and the costs of enforcing any right to indemnification under this Contract and the cost of pursuing any insurance providers, incurred by Indemnified Party, relating to any claim of a third party arising out of or occurring in connection with Local Agent’s negligence, wilful misconduct or breach of this Contract. Local Agent shall not enter into any settlement without Indemnified Party’s prior written consent.

## 15. CONFIDENTIALITY

- 15.1 All non-public, confidential or proprietary information of LSS (“**Confidential Information**”), including, but not limited to documents, data and business operations disclosed by LSS to Local Agent, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential,” in connection with this Contract is confidential, solely for Local Agent’s use in performing this Contract and may not be disclosed or copied except to Provider Representatives on a need-to-know basis for the delivery of the Services or otherwise as authorized by LSS in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Local Agent’s breach of this Contract; (b) is obtained by Local Agent on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; (c) Local Agent establishes by documentary evidence, was in Local Agent’s possession prior to LSS’s disclosure hereunder; or (d) was or is independently developed by Local Agent without using any Confidential Information. Upon LSS’s request, Local Agent shall promptly return all documents and other materials received from LSS. LSS shall be entitled to injunctive relief for any violation of this Section.
- 15.2 Confidential Information may include personal information as defined in applicable laws, including the *Freedom of Information and Protection of Privacy Act* (BC), *Personal Information Protection Act* (BC) and *Personal Information Protection and Electronic Documents Act* (PIPEDA), as amended, replaced or superseded from time to time. In addition to the obligations of confidentiality hereunder, and to the extent Local Agent collects (or is transferred) personal information in the performance of the Services, Local Agent shall only use such personal information solely to the extent necessary to perform the Services and in compliance with applicable privacy laws. Local Agent shall implement and maintain physical, technical and administrative security measures appropriate to the sensitivity of the personal information to protect such information from unauthorized use, access, disclosure or breach (each a “Breach Event”), and shall: (i) provide notice as soon as reasonably practicable in the event of a Breach Event; and (ii) render all reasonable assistance with responding to and remedying a Breach Event.
- 15.3 The Local Agent acknowledges and agrees that information disclosed by a client or an applicant for legal aid to LSS or the Local Agent is privileged and must be kept confidential in the same manner and to the same extent as if it had been disclosed to a solicitor under a solicitor and client relationship. For clarity, the foregoing does not preclude Local

Agent from provisioning such information to LSS.

- 15.4 In addition to the obligations of confidentiality set forth in this Section, the Local Agent shall ensure that:
- (a) each of his/her/its employees is aware of any statutory requirement and all LSS policies relating to confidentiality;
  - (b) before providing the Services, each of his/her/its employees duly executes a Confidentiality Agreement in the form set out in Schedule “D”; and
  - (c) a copy of the executed Confidentiality Agreement is promptly forwarded to LSS.

## **16. LOCAL AGENT PERSONNEL**

- 16.1 The Local Agent shall personally deliver, or may have personnel deliver, the Services.
- 16.2 The Local Agent must designate at least one lawyer with a current practising certificate from the Law Society of British Columbia as responsible for supervising the delivery of the Services, including those specified to be provided by the Local Agent as a lawyer, or the Local Agent must provide the latter Services himself or herself.
- 16.3 Any lawyer to be involved in providing the Services must disclose any restrictions on his or her Law Society of British Columbia practising certificate material to the provision of the Services.
- 16.4 The Local Agent shall comply with all applicable human rights and employment legislation.
- 16.5 It is the responsibility of the Local Agent to apply and pay for workers’ compensation coverage through WorkSafeBC.

## **17. QUALITY ASSURANCE**

- 17.1 The Local Agent shall take steps to ensure that a high standard of service delivery is maintained and that the quality of the Services is regularly monitored.
- 17.2 The Local Agent will comply with LSS’s policies, procedures, and general instructions, as amended from time to time and, if applicable, the policies and guidelines established from time to time for special initiatives.
- 17.3 The Local Agent shall conduct at least an annual written evaluation of each employee delivering the Services and shall provide to LSS written confirmation that such evaluations have been conducted.
- 17.4 The Local Agent shall make all annual evaluations available to LSS upon request.

- 17.5 The Local Agent and any employees providing the Services shall attend LSS and other training courses as reasonably requested by LSS, at the expense of LSS.
- 17.6 To ensure a high standard of service LSS may, at its sole discretion, audit the delivery of the Services, either through its staff or by someone authorized by LSS to report on the quality of the Services provided by the Local Agent.
- 17.7 The Local Agent shall cooperate fully with LSS during any audit of the Services and, if so requested, shall allow the Auditor access to any and all documentation pertaining to applications for the Services.

**18. FINANCIAL REPORTING**

- 18.1 The Local Agent will comply with the financial policies, billing guidelines, and fee and disbursement policies, as amended from time to time.
- 18.2 During the term of this Contract and for a period of three years after its expiry, the Local Agent shall maintain proper and up-to-date financial books and records in accordance with generally accepted accounting principles.
- 18.3 The Local Agent shall use all funds received from LSS to provide the Services and shall account for these funds separately from funds received from any other source.
- 18.4 The Local Agent shall make available to LSS upon request, and explain as required, all financial books and records held by the Local Agent to comply with this Contract, and the Local Agent shall allow LSS to make copies of all books and records.

**19. OPERATIONS**

- 19.1 The Local Agent shall be accessible and open to all members of the public, including those with disabilities, during the hours and in the manner set out in Schedules “A” and “B”.
- 19.2 The Local Agent shall have the appropriate office equipment to provide the Services, including, without limitation, a telephone system, a photocopier, a scanner, and computer equipment. The computer equipment shall meet the minimum criteria set out in Schedule “B”.
- 19.3 The Local Agent will provide secure storage for CIS paper files which it holds on behalf of LSS. The Local Agent will as directed by LSS:
  - (a) retrieve and mail individual files to LSS; and
  - (b) catalogue, box, and send files to LSS for centralized storage and destruction, in accordance with LSS’s general practices for file

retention and destruction.

19.4 LSS will supply boxes for shipping to storage; pay for shipping, centralized storage, and destruction of boxed files.

19.5 LSS will give the Local Agent access to files that have not been destroyed, when required for the purpose of providing the Services.

## **20. INSURANCE**

20.1 The Local Agent shall:

- (a) maintain a policy of errors and omissions insurance as required by the Law Society of British Columbia, and
- (b) obtain general liability and property insurance coverage satisfactory to LSS, which shall include any equipment that may be provided by LSS.

## **21. NOTICES**

21.1 Every notice, demand, or other communication in connection with this Contract shall be in writing and will be deemed to have been received:

- (a) immediately, if delivered in person;
- (b) one day after email transmission; or
- (c) 10 days after mailing if by registered mail to the following addresses:
  - (i) If to LSS at:  
Legal Services Society  
Suite 400 – 510 Burrard Street Vancouver, BC, V6C 3A8  
Attention: Manager, Intake and Referral Services
  - (ii) If to the Local Agent at: Name  
Address  
City, BC, Postal Code
- (d) If there is a mail strike, slow-down, or other labour dispute between the time of mailing and the actual receipt of the notice, which might affect delivery of such notice by the mails, then such notice shall be effective only if and when it is actually delivered.

## **22. GENERAL**

22.1 Amendments to this Contract will be made in writing.

22.2 Notwithstanding the termination of this Contract, the following sections shall survive: 1, 12, 13, 14, 15, 20 through 23 and all representations and covenants to be performed or observed, by LSS or the Local Agent after termination, and any such other terms that by their nature ought to survive, will survive any such termination.

- 22.3 This Contract will be interpreted and governed by the laws of the Province of British Columbia and any dispute relating to this Contract will be resolved by arbitration using the procedures and rules set out in the *Commercial Arbitration Act of British Columbia*.
- 22.4 Any waiver by either party of a breach of any provision of this Contract will not operate or be construed as a waiver of any subsequent breach.
- 22.5 The headings appearing in this Contract are inserted for convenience of reference only and will not affect the interpretation of this Contract.
- 22.6 If a provision in this Contract is wholly or partially invalid, this Contract will be interpreted as if the invalid provision were not a part of this Contract.
- 22.7 If there is a conflict between any term of this Contract and any term contained in the Schedules or in the Policies, then the terms contained in this Contract will prevail.
- 22.8 Neither of the parties to this Contract will be responsible to the other party for the non-performance or delay in the performance of an obligation of this Contract which is directly attributable to an act of God, lock-out, strike or other industrial dispute, legal restriction, riot, insurrection or war, or another cause beyond the control of the parties.
- 22.9 Time will be of the essence in this Contract.
- 22.10 Where applicable, throughout the term of the Contract, the Local Agent will voluntarily notify LSS and substantiate compliance with the provisions herein relating to disclosure.

**SIGNED at** \_\_\_\_\_, **British Columbia**, this \_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Local Agent

**SIGNED at Vancouver, British Columbia**, this \_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
**LEGAL SERVICES SOCIETY**

Per: Salman Azam, Chief Operating Officer, Legal Services Society

***Schedules follow.***



## **SCHEDULE “A”**

### **SERVICES**

The Local Agent shall provide the following services:

1. Advertise to members of the community within the Services Area the nature and availability of the Services;
2. Receive applications for Legal Aid from any person who wants to make one, and provide toll free phone service within the local calling areas of the Location for Services;
3. Complete or ensure completion of the necessary LSS application documents;
4. Assess financial eligibility and coverage of legal issues, according to LSS Intake Policies and Procedures;
5. Approve Legal Aid for eligible applicants and advise rejected applicants of the review process;
6. Maintain and distribute a current supply of LSS and other public legal education and information (PLEI) materials that are accessible to the public at locations providing intake services, including courthouses, and at agencies providing service to clients with low incomes;
7. Refer people to individuals, agencies, or other sources that can help them resolve their legal and related problems. Refer and assist people in using the LSS website, Family Law website, Clicklaw, and other websites and PLEI material that may help them to resolve their problems;
8. Where there is coverage for the legal problem, refer approved applicants to lawyers who have an LSS Vendor Number on an equitable basis;
9. However, where there is a service withdrawal by the private bar, the Local Agent lawyer will continue to take contracts and such additional contracts as are necessary to backfill affected services to the extent possible, including duty counsel referrals and individual referrals that are within the Local Agents practice area;
10. Enter intake information into CIS in an accurate and timely manner and as directed by LSS;
11. Issue referral forms to contract lawyers;
12. Complete all other LSS forms as required under the Policies;
13. Accept and forward client, lawyer, and third-party complaints as stated in LSS policy;
14. Appoint all duty counsel within the Location as directed;
15. Respond in a timely manner to applications for change of counsel, retroactive

service requests, inquiries from administrative staff at the Vancouver Regional Centre, and any other requests related to the administration of applications and cases referred;

16. Provide a minimum of two hours of pro bono legal services each month. Pro bono services include, without limitation, summary advice, assistance, or representation in the areas of family, criminal, and poverty law;
17. Accept a minimum of two contracts per year representing hard to place cases if requested by the LSS Call Centre staff or own staff. Cases to be identified as having difficulty placing them at the time of request;
18. Participate in LSS-sponsored conferences and relevant community-based conferences as Local Agent to outline services and local circumstances;
19. Provide 7 hours per month to plan, promote, and provide law-related community development and/or public legal education activities and information for advocates, Aboriginal and other community stakeholders, and the general public;
20. Liaise with stakeholders including the local court, bar, judiciary, Native Courtworkers, multicultural and immigration agencies, and First Nations Courts if available in the community;
21. Report to LSS as required on all activities and services; and
22. Perform such other functions reasonably related to the above.

## **HOURS**

Local Agent Office hours:

Example only – Schedule A identifies Location specific hours.

Office Location hours:

The distribution of hours and location of services may be changed by mutual agreement to improve access to services at any time during the contract term.

**SCHEDULE “B”**  
**FACILITIES AND EQUIPMENT**

The facilities to be provided by the Local Agent will, at its own expense, include:

1. Premises and services that are:
  - a) wheelchair accessible;
  - b) accessible to applicants whose hearing and sight is impaired, or whose ability to speak or understand English is limited;
  - c) central within the Services Area and easy for applicants to locate and identify; and
  - d) accessible to most potential applicants by car, public transportation, or on foot.
  - e) Local Agent’s office is located at:  
Address of Location.
2. Premises and facilities that contain:
  - a) confidential interview room(s) that are segregated from space used by the contractor for other business;
  - b) appropriate seating area where clients may wait for service;
  - c) space for displaying LSS publications and other print material;
  - d) a phone system that avoids saturation; and
  - e) if suitable office space is available, provide a stand-alone computer work station for client use.

Technology requirements:

- a) Each office should have high speed Internet connection (10mbps minimum) available to all computers used to access LSS systems (CIS, Local Agent Portal, etc.)
- b) PC minimum requirements:  
Windows 7 or greater
- c) Recommended Configurations:  
We recommend systems that meet or exceed the following specifications: Operating System: Microsoft Windows 7 Professional x64 SP1 Processor (CPU): 2.3Ghz Dual Core processor minimum  
Memory: 8GB RAM preferred (4GB RAM minimum)  
Storage: 500 GB internal hard drive  
Monitor/Display: 21.5" LCD monitor  
Other: 10/100/1000 mbps Fast Ethernet Network Adapter Card
  - i. Microsoft Office 2010 or greater (Word, Excel, Outlook)

- ii. PDF viewing software (e.g. Adobe Acrobat Reader)
- iii. MS Internet Explorer 8 or greater
- iv. LSS remote connectivity software available as a free download from LSS's website
- v. Multi-Function printer, e.g., HP LaserJet Pro 400 MFP M425dn

## **SCHEDULE “C”**

### **NON-FINANCIAL ASSISTANCE**

#### **A. MANAGEMENT SERVICES**

The Coordinator, Intake and Referral Services is the contact person at the Vancouver Regional Centre to deal with all issues relating to delivery of the Services, and will be assisted by other managers and staff, some legally trained.

#### **B. TRAINING**

LSS will provide training in LSS intake policies and procedures for the Local Agent and any employees of the Local Agent who will be delivering the Services.

#### **C. EVALUATION OF SERVICES**

To support quality assurance and the **Local Agent’s delivery of high-quality services**, LSS shall provide the Local Agent with specific information relating to its services including, without limitation, reports from LSS’s electronic reporting systems.

#### **D. PUBLICATIONS AND FORMS**

LSS publications and self-help material are available to the Local Agent through Crown Publications, usually without cost.

Information on materials available and how to order is provided on the LSS website.

#### **E. COMPUTER ASSISTANCE**

The LSS Computer Helpdesk Service is available to provide support for LSS custom built software applications (e.g. CIS). The helpdesk service will also be available to assist in resolving Citrix installation, or configuration issues that prevent connections to the LSS technical environment. This helpdesk service will only be available if the Local Agent adheres to the current LSS technical software standards (as published in Schedule “B” Facilities and Equipment). All other technical issues should be resolved through the Local Agents own support personnel.

**F. COMMUNITY OUTREACH AND PLEI**

LSS will assist the Local Agent to develop a strategic plan for community outreach and the delivery of public legal education and information (PLEI) in the service location, facilitate opportunities for PLEI service delivery, and, in some instances, work jointly with the Local Agent.

**SCHEDULE "D"**  
**CONFIDENTIALITY AGREEMENT**

**DECLARATION**

<p>_____ (DATE)</p> <p>I,</p> <p>, (PRINT NAME) an employee of</p> <p>_____ (LOCAL AGENT), have read the Legal Services Society Client &amp; Applicant Confidentiality Policy. I understand the policy and promise to fulfill my obligation to keep strictly confidential all information from or about legal aid clients and applicants I may acquire in the course of my employment. I will use the Client Information System to access confidential information, and will use any information so obtained for no other reason than to carry out my job duties and responsibilities. As well, I understand that should I violate this policy in any way, the contract between LSS and the Local Agent, my employer, may be terminated without notice.</p>	
<p>_____</p> <p><b>Signature-Local Agent</b></p>	<p>_____</p> <p><b>Print Name-Local Agent</b></p>
<p>_____</p> <p><b>Signature-Employee</b></p>	<p>_____</p> <p><b>Print Name-Employee</b></p>
<p>_____</p> <p><b>Signature-Witness</b></p>	<p>_____</p> <p><b>Print Name-Witness</b></p>



**SCHEDULE "E"**

**Table of Local Agent Locations and Contract Amounts**

<b>Location</b>	<b>Expected Number of Annual Applications</b>	<b>Contract Amounts</b>
Penticton	730	\$53,820.00

56415431.1

---