



REQUEST FOR PROPOSAL

Issue Date:	September 27, 2023
Deadline for Questions	October 06, 2023
Date for Posting of Answers	October 13, 2023
Deadline for Submission	October 27, 2023

All bids must be submitted electronically to procurement@metisnation.org.

The Métis Nation of Ontario Secretariat (MNO) reserves the right to dismiss any or all bids at their sole discretion. The lowest proposal will not necessarily be accepted.

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SCHEDULE A – INSTRUCTIONS TO SUPPLIERS

1.0 Bid Documents

- 1.1 The following document form the basis of this bid process (the “Bid Documents”):
 - a. Instructions to Bidders;
 - b. Specifications;
 - c. Addenda issued during bidding period;
- 1.2 Check Bid Documents for completeness upon receipt. Inform the MNO immediately:
 - a. Should any documents be missed or incomplete; or,
 - b. Upon finding any discrepancies or omissions.
- 1.3 Complete set of Bid Documents are available at MNO website page called: Procurement Opportunities
- 1.4 The Bid Documents are made available only for the purpose of submitting bids for the project. Availability and/or use of the Bid Documents do not confer a license or grant for any other purpose.

2.0 Amendments to Bid Documents

- 2.1 Questions in relation to this RFP shall be submitted via email to procurement@metisnation.org by the deadline in the schedule.
- 2.2 A bid shall be disqualified where contact is made with any person at the MNO other than the individuals outlined in the above.
- 2.3 The MNO shall not be responsible for instructions, clarifications or amendments communicated orally. Instructions, clarifications, or amendments which affect the Bid Documents may only be made by addendum.
- 2.4 If bidders find discrepancies, omissions, errors, departures from codes or good practice, or points considered to be ambiguous or conflicting, they shall bring them to the attention of MNO as per 2.1 in writing, and not less than seven (7) business days before the bid closing dates, so the MNO may, if the MNO deems it necessary, issue instructions, clarifications, or amendments by addendum to all bidders prior to the bid closing date. The MNO will endeavor to issue such addenda at least seventy (72) hours prior to the bid closing.

3.0 Addendum/Addenda

- 3.1 Addendum/Addenda, if required, issued by the Procurement Officer shall form part of the Bid Call Document. Proponents shall acknowledge receipt of any addenda when submitting their Bid through the Bidding System. Bidders shall check a box for each addendum/addenda and any applicable attachments that has been issued before a bidder can submit their bid submission online.
- 3.2 Addendum/Addenda will typically be issued through Bidding System, Seventy-Two (72) Hours prior to Closing Time and Date.
- 3.3 In the event an addendum is issued within the Seventy-Two (72) Hours prior to Closing Time and Date, it may include an extension of the Closing Time and Date. It is the responsibility of the Bidder to have received all Addendum/Addenda that have been issued. Bidders should-check online at MNO Procurement webpage.
- 3.4 The MNO encourages Bidders not to submit their Bid **prior** to Seventy-Two (72) hours before the Bid closing time and date, in the event that an addendum is issued. If a Bidder submits their bid prior to this or at any time prior to the bid closing and addendum/addenda is issued by the Owner, Procurement Officer shall **WITHDRAW** their Bid submission and notify the bidder that their Bid submission is **considered INCOMPLETE**

(NOT accepted by the MNO) unless the Bidder wants to resubmit by the deadline. The Proponent is solely responsible to:

- a. Make any required adjustment to their Bid; and
- b. Acknowledge the addendum/addenda; and
- c. Ensure the re-submitted Bid is **RECEIVED** by Procurement Officer no later than the Bid Closing Date and time.

4.0 Bid Completion

- 4.1 The MNO shall only accept and receive Electronic Proposal submissions via email to procurement@metisnation.org.

5.0 Bid Submission & Withdrawal

- 5.1 Bidders are cautioned that the timing of the submission is based on when the Bid is received, **not** when the bidder submitted, as transmission can be delayed in an “**Internet Traffic Jam**” due to file transfer size, transmission speed.
- 5.2 A Bidder may edit or withdraw their Bid submission prior to the closing time and date. However, the Bidder is solely responsible to ensure the re-submitted bid is RECEIVED by MNO no later than the Bid Closing Date and time (EST).
- 5.3 Bids will be irrevocable for a period of ninety (90) days from the date of submission after which period the bid expires.

6.0 Bid Opening and Evaluation

- 6.1 In the event that more than one bid is received from the same bidder, only the last bid received will be considered.
- 6.2 The MNO may reject the lowest or any bid or part of any bid, reject all bids or cancel this bid process in whole or in part.
- 6.3 The bid price offered on the Form of Bid will be considered the bidder’s “Base Bid”. The MNO reserves the right, but has no obligation, to adjust all bidders’ Base bids by the amounts of any alternative prices which the MNO, in its discretion decides to accept.
- 6.4 The MNO reserves the right to award the contract to the bidder which submitted the bid which, in the MNO’s sole discretion, provides the best value to the MNO based on the criteria described in the Bid Documents including, but not limited to, bidder’s:
 - a. Base Bid;
 - b. Base Bids, as adjusted by the MNO pursuant to the Bid Documents, and
 - c. Clarification provided pursuant to the Section 10 (Requests for Clarification)
- 6.5 The MNO may accept or reject any regular, irregular, unbalanced, informal or non-compliant bids.
- 6.6 Incomplete or conditional bids may be declared non-compliant.
- 6.7 The MNO reserves the right to consider, during the evaluation of the bids;
 - a. Information provided in the bid itself
 - b. Information provided in response to inquiries of credit and industry references set out in the bid;
 - c. Information received in response to enquiries made by the MNO of the third parties apart from those disclosed in the bid in relation to the reputation, reliability, experience and capabilities.
 - d. The manner in which the bidder provides services to others;
 - e. The experience and qualifications of the bidder’s senior management and project management
 - f. The compliance of the bidder with the MNO’s requirement and specifications; and,

- 8.2** Requests for information shall not be construed as acceptance of a bid.

9.0 Taxes

- 9.1** The Harmonized Sale Tax (HST) shall not be included in the bid price. All other eligible taxes shall be included in the bid price. Any taxes or increases to taxes announced prior to the date of the issuance of the Bid Documents and schedules to come into effect subsequent to it shall be taken to be included in the bid price.

10.0 Award of Contract, Execution of the Contract & Documents to be Delivered

- 10.1** Bidders shall not issue or make any statements or new releases concerning their bid, the bid process, the MNO's evaluation of the bids, or the MNO's award or cancellation of the bid process without the express written consent of the MNO.
- 10.2** Price commencing the work, the bidder shall deliver to the MNO:
- a.** Certified copies of the insurance required by the Bid Documents; and,
 - b.** A current Clearance Certificate issued by the Workplace Safety and Insurance Board.
- 10.3** The bidder shall execute the contract and deliver the executed original to the MNO within ten (10) business days of award notification from the MNO.
- 10.4** The bidder agrees that the MNO shall not be deemed to be the employer of the bidder or its personnel under any circumstance whatsoever.

11.0 Liability

- 11.1** If a bidder breaches the "bid contract", including by failing to execute the contract, for whatever reason, the bidder shall be liable to pay to the MNO, at the MNO's elections as follows:
- a.** The difference between the base bid prices of the breaching the bidder and the bidder who subsequently executes the contract; or,
 - b.** The amount set out in the bid bond; And these amounts shall be considered liquidated damages, not a penalty, and the bidder hereby acknowledges that these amounts are reasonable pre-estimate of damages which will likely be suffered by the MNO should a breach of the "bid contract" occur. The MNO shall have the right to draw upon the bid bond should a breach of the "bid contract" occur, irrespective of any other terms of conditions set out in the bond.
- 11.2** A bidder, by submitting a bid, agrees that it will not claim damages, by any means, in respect to any matter relating to the contractor bidding process in excess of an amount equivalent to the reasonable costs incurred by the bidder in preparing its bid and waives any claim for loss of profits if no contract is made with the bidder.

12.0 Disputes – Process for Complaint Resolution

- 12.1** The following procedure shall apply to the conduct of Complain Resolution by the MNO:
- a.** An unsuccessful Supplier can request a meeting with the Manager and the Branch Director. Such request will be in writing and shall (i) provide a detailed statement of legal and factual grounds of the protest, including copies of relevant documents, and (ii) identify the form of relief requested.
 - b.** Where, after a meeting with the Manager and the Branch Director, the Supplier is satisfied that its concerns have been addressed and that the purchasing process was conducted in a fair and equitable manner, no further action shall be required. Documentation in respect of the protest in question shall be maintained by the Buyer(s) for future reference.

- c. Where, after the meeting between the Supplier, the Manager and the Branch Director, it is concluded that the purchasing process was materially flawed, for any reason, the Director shall issue a report to the Chief Financial Officer for their approval recommending corrective action.
- d. Where, after a meeting between the Supplier, the Manager and the Branch Director, the parties fail to achieve a mutually satisfactory resolution, the Supplier may request an opportunity to present its case to the Chief Financial Officer, provided that the supplier's request is in writing.
- e. In the event of a dispute arising in connection with this bid process that cannot be resolved with the above complaint resolution process including, without limitation, a dispute concerning the existing of the "bid contract", or a dispute as to whether the bid of any bidder was submitted on time or whether a bid is compliant, the MNO may refer the dispute to a confidential binding arbitration pursuant to the Arbitration Act, 1991, as amended, before a single arbitrator with knowledge of procurement/bidding law. In the event that the MNO refers the dispute to arbitration, the bidder agrees that it is about to arbitrate such disputed with the MNO unless the MNO shall refer such a dispute to binding arbitration, there shall be no arbitration of such dispute.

13.0 Claims of Litigation

- 13.1 The MNO shall not consider bids received from parties with whom the MNO is in litigation, or pending litigation, unless approval allowing such consideration is obtained by the bidder from the CFO of the MNO prior to close of bidding.
- 13.2 Bids which are not considered pursuant of the afore mentioned policy shall be returned to the bidder and no contract in regard to the bid process shall have been created as between the bidder and the MNO.

14.0 Representation & Warranty

- 14.1 The bidder represents and warrants that its bid is compliant with the terms set out in the Bid Documents. The bidder acknowledges that the MNO is relying on this representation and warranty. In the event that the bidder's bid is accepted by the MNO and the bid is held by a Court of competent jurisdiction to be non-compliant with the terms set in the Bid Documents in a proceeding commenced by another bidder (the "Claimant"), the bidder will indemnify the MNO for any award of damages. Howsoever characterized, that are payable to the Claimant as well as for the MNO's actual legal expense, including all legal fees and disbursements as billed to the MNO.

15.0 Accessible Standards for Customer Service

- 15.1 Accessibility for Ontarians with Disabilities Act, 2005: In accordance with Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c.11, the MNO shall have regards for the accessibility for person with disabilities in respect to goods and services purchased by the MNO.
- 15.2 Ontario Regulation 429/07 (Accessible Standards for Customer Service): In accordance with section 6 of Ontario Regulation 429/07, Accessible Standards for Customer Service, the contract/supplier is responsible to ensure that all of its employees, volunteers and other for which the contract is responsible who deal with members of the public are adequately trained.

SCHEDULE B: TERMS OF REFERENCE

1.0 Introduction

1.1 Invitation

Vendors are invited to submit Proposals for review of two entities, Métis Infinity Investments LP and Métis Infinity Investments GP to assess their effectiveness in meeting their stated objectives and whether their current business models are relevant for the Metis Nation of Ontario Secretariat in meeting it's Prime Purpose

This RFP will be conducted with the objective of maximizing the benefit to Metis Nation of Ontario (MNO), while offering Vendors a fair and equitable opportunity to participate.

Vendors are advised to pay careful attention to the wording in this RFP, failure to satisfy any term or condition of this RFP may result in an unacceptable Proposal.

1.2 About MNO

Since its establishment in 1993, the MNO has advocated for and represented the collective rights and interests of Métis communities within Ontario. This vision is encapsulated in the MNO Statement of Prime Purpose and has been central to MNO's success for almost three decades. The statement also affirms that the MNO was created to represent Métis people and communities in Ontario that are a part of the Métis Nation. Specifically, the document states:

"We, the Métis are a people of the lands which gave rise to our history and tradition and culture. We call these lands the Métis Homelands. The Homelands stretch from the lakes and rivers of Ontario; cross the wide prairies; traverse the mountains into British Columbia and into the far reaches of the Northwest Territories. They include the hills and valleys of the north-central American States. These are our lands. They are Métis lands. They are the lands of our past which nurture us today and which we value as the precious foundation of our future."

Some of the goals set out in the MNO Statement of Prime Purpose include:

- a. Creating a Métis-specific governance structure for the implementation of the nation's inherent right to self-government in the province;
- b. Establishing a credible and recognized identification system for Métis people within the province;
- c. Focusing on 'nation building' through working together as a collective in order to support Métis citizens and communities;
- d. Pursuing a rights-based agenda and proudly asserting the Métis existence as a distinct Aboriginal people within Ontario;
- e. Protecting and preserving the distinct culture and heritage of the Métis Nation in the province; and,
- f. Improving the social and economic well-being of Métis children, families, and communities throughout the province.

Today, based on the pursuit of the above mentioned vision and principles, MNO has built a province-wide governance structure which includes: an objectively verifiable, centralized registry of over 25,000 Métis citizens; approximately 31 Chartered Community Councils across the province which represent Métis citizens at the local level; a provincial governing body that is elected by ballot

box every four years; an Annual General Assembly where regional and provincial Métis leaders are required to report back to Métis citizens yearly between elections; a charitable foundation which promotes and support Métis culture and heritage (Métis Nation of Ontario Cultural Commission); and an economic development arm (Métis Voyageur Development Fund).

In addition, the MNO has built an accountable, results-based provincial delivery structure to meet the socio-economic needs of its citizens and communities. Currently, the MNO delivers programs, services, and supports to clients, citizens, and communities through these Branches: Healing and Wellness; Community Well Being; Education and Training; Housing and Infrastructure; Infinity Property Services; Lands, Resources and Consultation; Self-Government; Intergovernmental and Community Relations; Rights, Research and Policy and core functions of Finance, Information & Communications Technology (ICT), Communications and Human Resources. Through these various branches, the MNO maintains 30+ service delivery access points across the province, administers over \$75 million annually and employs over 350 personnel across the province.

For more information, please see the MNO's most recent annual report at <https://www.metisnation.org/wp-content/uploads/2014/08/mno-ar-2020-final-scr.pdf> and the MNO Website: <https://www.metisnation.org/programs-and-services/education-training/>.

2.0 Project Overview

2.1 **Project Background**

The Statement of Prime Purpose, the founding document of the MNO, identifies developing “prosperity and economic self-sufficiency within the Métis Nation” as a key objective. In pursuit of this goal, the MNO, in 2008, adopted an economic development strategy, which includes the Policy on Local or Regional Allocations from the MNO's Economic Development Structures.

Economic Development Law: In 2014, the MNO Annual General Assembly passed the Métis Nation of Ontario Prosperity and Self-Sufficiency Law, which sets out the legal framework for the MNO's approach to economic development. As set out in Section 5 of the Prosperity Law: “The goal of this Law is to enable the MNO to build a strong, stable and self-sustaining economic base upon which it can pursue, advance and achieve the objectives set out in its Statement of Prime Purpose as well as fulfill its roles and responsibilities to Métis citizens and communities for generations to come.”

The Prosperity and Self-Sufficiency Law establishes the legal framework for all of the MNO's economic development activities. It describes the MNO Economic Development structures, which is the corporate structure that manages business activities in which the MNO has an interest.

Consistent with best practices in Aboriginal economic development (e.g., the Harvard Project), which emphasize separating politics from business, the Economic Development Structures have an independent board of directors and professional Chief Executive Officer. Following expert tax, legal and corporate advice, the Structures also allow the MNO to benefit from economic development while managing the legal and business risks involved in that activity.

Infinity Investments: In 2015, the Infinity Investments structures were completed, implementing the requirements of the Economic Development Law and organizing all of the MNO's economic development activity so it can be managed by a professional, independent

board of directors and Chief Executive Officer. The vision of Metis Infinity Investments (MII) is to be the pre-eminent Métis economic development corporation in Canada. The Mission is to build economic prosperity within the Métis nation and bridge the gap between industry, government, Métis communities and its citizens. Infinity will be profitable to ensure adequate reinvestment capital for long term growth.

Metis Infinity Investments has continued to maintain profitability with four stated goals in mind. They are:

1) **Fostering Partnerships.** Infinity Investments is working to establish itself as the preferred Indigenous economic organization to work with for new and existing partners. MII aims to foster a competitive business network that will drive growth and work directly with MNO and its citizens on business opportunities to broaden the Métis economy.

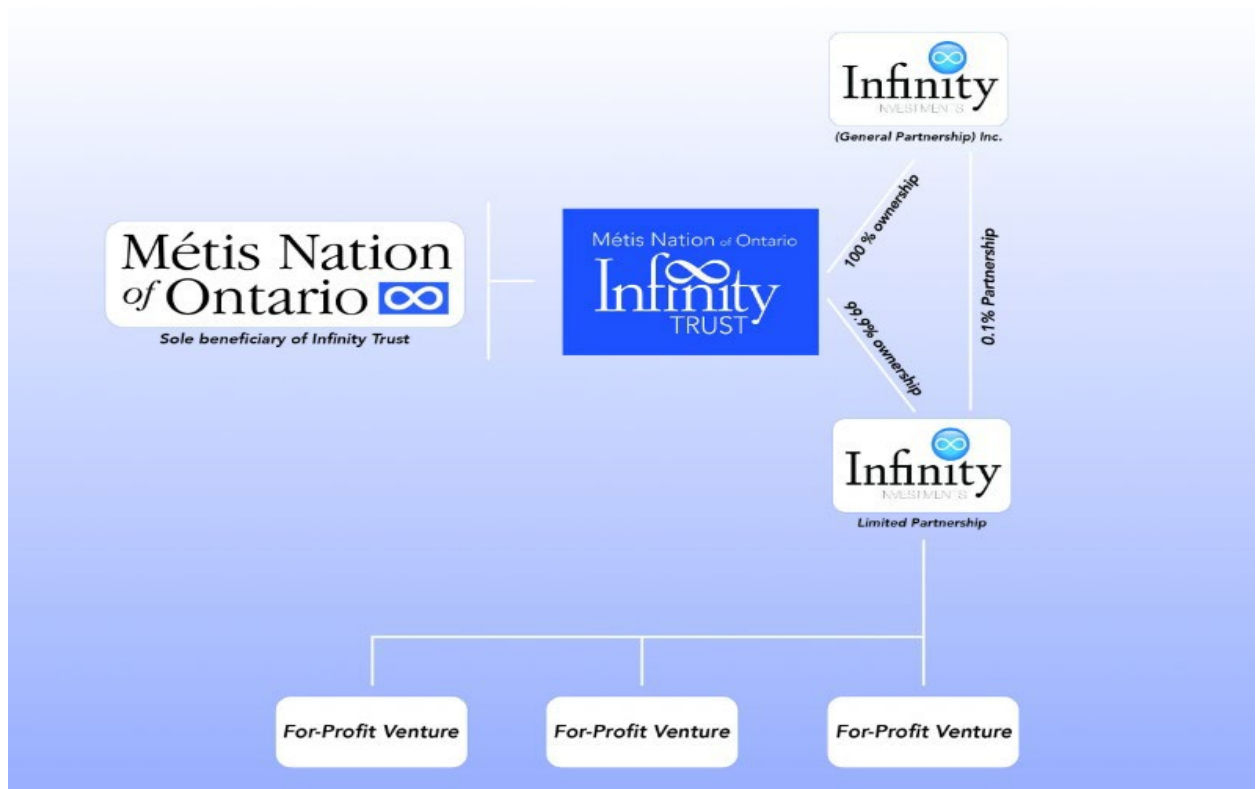
2) **Building Capacity.** In order to move forward in each of these areas, it will be important to build additional capacity, not only to benefit the organization and raise its profile, but to serve Métis communities and small business across the province. MII aims to deploy more business development managers in the coming years to fulfill this direction. One of the more interesting vehicles is to develop a pilot a Métis entrepreneur's program to encourage entrepreneurs and young people to present new business ideas for investment.

3) **Enhancing Competitiveness.** Infinity Investments will strive to become a business that is known for being professional and easy to work with. From experience, MII has found that partners in construction, mining, and energy want to work with partners who can get things done. Principles include streamlined decision-making processes, speedy issue resolution and having transparency and fairness in all business dealings. Ease of decision-making processes has differentiated us from other development corporations and allowed us to win several deals over our peers.

4) **Getting Results.** Showing benefit to Métis communities requires a dual focus on continued profitability and delivering on the mandate to increase Métis employment and small business opportunities. Ultimately, this will require the confidence and growth of new partnerships requiring MII to enhance its regional, provincial and national profile while demonstrating that MII is the business of choice to work with Métis people.

As MII moves forward with their fiscal year their success is measured internally by:

- Continued profitability
- Health and safety of staff Board and partners
- Seeking new opportunities for investment
- Further contracts for MII businesses
- Seeking further access to capital



2.2 Project Objectives

To complete a review of two entities, Métis Infinity Investments LP and Métis Infinity Investments GP to assess their effectiveness in meeting their stated objectives and whether their current business models are relevant for the Metis Nation of Ontario Secretariat in meeting it's Prime Purpose.

2.3 Project Scope

Metis Infinity Investments LP and Metis Infinity Investments GP were created, as an interim structure to limit investment risk to the MNO Secretariat and maintain MNO's not-for-profit status. As such at this point in time it is necessary to review governance, service delivery and evaluate performance of each entity. The scope should include:

- Review Metis Infinity Investments LP and Metis Infinity Investments GP financial performance based on a review of audited financial statements
- Review Metis Infinity Investments LP and Metis Infinity Investments GP success, based on their stated mandate.
- Describe Metis Infinity Investments LP and Metis Infinity Investments reporting process(es) (e.g., how they report to Trustees and the MNO, including financial reports, Annual Shareholders meetings, and operating rules.
- Provide recommendations on improvements.
- Consider whether Metis Infinity Investments LP and Metis Infinity Investments GP are working, what role they have played since inception and what role can they play in the future.
- Provide a report card on Metis Infinity Investments LP and Metis Infinity Investments GP performance.

- Communications process/protocol with investment opportunities coming from elected leadership.
- Does MII LP and GP have performance metrics? If yes, what are the metrics in the past 5 years?
- What has been accomplished:
 - How many Métis citizens were hired
 - How many Métis businesses did MII help grow
 - What were the opportunities generated for Métis citizens
- MII's governance model – does it work?
- Can social enterprise fit in MII structure/mandate?
- What were the tax savings if we did not have current structure?

3.0 Key Business Requirements

3.1 Credentials and References

Include a description of the bidder's history and experience, particularly as related to knowledge and connection with Indigenous economic development corporations in the respective areas. Provide 2 or 3 examples of your experience undertaking similar work.

Your proposal should include references (at least three) from previous clients for whom you have conducted similar/comparable work including specific contacts and phone numbers and sample economic development corporation evaluations.

3.2 Timeframe and Schedule

The bidder must include a schedule in the proposal that captures the scope of work, deliverables and timeline, with a start date of Early-November 2023 and final delivery of March 31, 2024.

Event	Estimated Completion Date
Issue Date:	September 27, 2023
Deadline for Questions	October 06, 2023
Date for Posting of Answers	October 13, 2023
Deadline for Submission	October 27, 2023
Awarding of Contract	November 03, 2023
Project Completion	Winter, 2024

3.3 Fees and Disbursements

Proposals must indicate the following:

- disbursements;
- monthly fees and linking of these fees to the completion of tasks as per the proposed schedule;
- hours per task and hourly rates;
- upset limit and how additional hours will be charged (rates); and
- team members who will be assigned to the project for the duration of the project and any substitutes in the event of staff changes.

3.4 Evaluation Criteria

Proposals meeting the requirements will be further assessed against the following criteria. The relevant weighting for each criterion is also provided.

1. Project Team (20%)

This section should include all team members and should detail their qualifications and roles in this project.

2. Relevant Experience (20%)

This section should describe the number of previous economic development plans created and describe previous relevant experience of specific project team members. The experience may be supported with project description(s) and examples submitted.

3. Past Performance (15%)

Points will be awarded based on the bidder's past experience and performance working with municipalities and Indigenous communities.

4. Methodology (30%)

The consultant should detail the proposed methodology to achieve the project objectives. The consultant should demonstrate a clear understanding of the work involved by addressing the following factors: objectives, client input, meetings, schedules, budget, concerns, significant events or activities.

5. Project Schedule (10%)

It is anticipated that the work will be awarded to the successful bidder in November 2023 and the Review will be completed by March 31, 2024.

6. Fees (5%)

The consultant shall submit a proposal based on a time fee basis which shall include estimates of proposed hours of work, rates, and expenses. The allocated budget for this project is limited to \$50,000.