



REQUEST FOR PROPOSALS (RFP)

Open Competition

LEGAL SERVICES FOR THE CREATION AND OPERATIONALIZATION OF AN ECONOMIC DEVELOPMENT CORPORATION

Action	Deadline
RFP Issue Date	August 14, 2023
Closing Date and Time	September 15, 2023 @ 12:00 Noon CST
Evaluation of Proposals	September 18 -29, 2023
Interviews, if required	September 25 – 29, 2023
Selection of Successful Proponent	Week of October 2, 2023

Hard Copy	Electronic
Three Copies Required: Curve Lake First Nation Attention: Procurement 22 Winookeedaa Road Curve Lake Ontario K0L 1R0	Send Responses to: procurement@curvelake.ca The Subject Line must state: “Response to EDC Legal Services RFP”
Fax responses will not be accepted	

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Section 1 – DEFINITIONS

“Addenda”	Means additional information or modifications, amendments and clarifications to this RFP issued by CLFN.
“CLFN”	Means Curve Lake First Nation
“CLFN Operations”	Means the CLFN government operations.
“CLFN Council”	Means the CLFN elected body consisting of a Chief and eight Councillors.
“Closing Date and Time”	Means the date and time upon which the Proposals must be delivered to CLFN, being 12:00 Noon CST, September 15, 2023 , unless otherwise advised in writing by CLFN.
“Contract”	Means the written agreement(s) resulting from the completion of the RFP executed by CLFN and the successful Proponent.
“CST”	Means Central Standard Time.
“Criteria”	Means the Mandatory Criteria and Desirable Criteria on which Proposals will be evaluated.
“Desirable”	Means a requirement having a significant degree of importance to the objectives and evaluation of the Request for Proposal.
“Evaluation Committee”	Means a committee formed by CLFN for the purposes of evaluating Proposals, which may include employees and Contractors of CLFN.
“Must or Mandatory”	Means a requirement that has to be met, without exception, in order for a Proposal to receive consideration.
“Proponent”	Means a person or entity with the legal capacity to Contract, which submits a Proposal in response to the RFP.
“Proposal”	Means a written response to the RFP that is submitted by a Proponent.
“Request for Proposal or RFP”	Means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by CLFN by Addenda.
“Successful Proponent”	Means the preferred Proponent with which CLFN intends to negotiate and enter into a Contract.

Section 2 – SUMMARY OF OPPORTUNITY

Curve Lake First Nation (CLFN) is seeking Proposals from a highly qualified Canadian legal firm licenced to practice in Ontario to provide legal advice and services for the creation, operationalization, and ongoing legal management of an Economic Development Corporation (EDC). The corporate legal services may extend to an operating relationship to ensure the ongoing management, growth, and success of the EDC’s business affairs and its corporate structure. CLFN intends to advance economic growth, attract investments, and create financial independence to

enhance the overall well-being of the community. To achieve these goals, CLFN recognizes the importance of establishing an EDC that will serve as a strategic leader and partner in driving economic development initiatives and sustainable business opportunities in a manner that aligns with cultural and community values for the benefit of current and future generations.

Section 3 – INFORMATION ABOUT CURVE LAKE FIRST NATION

CLFN is a vibrant and growing Anishinaabe community located in Treaty #20 territory 31 km north of Peterborough, Ontario on a peninsula situated between Buckhorn Lake, Harrington Narrows and Chemong Lake. CLFN's reserve lands include several islands in the Kawartha Lakes. It is affiliated with the Anishinabek Nation (Union of Ontario Indians), the Mississauga Nation, and is one of seven Williams Treaties First Nations. The total registered population of CLFN is approximately 2,800 members of which 800 members live on reserve while the remainder live off the reserve. The high number of off-reserve members has been created by past Treaties and existing Canadian laws that restricted the size and quality of the reserve's land base which is not capable of supporting the population. The lack of housing, local jobs, and economic opportunities for its citizens have contributed to an outward migration. It is CLFN's intention to reverse this decades old trend through economic prosperity and increased financial independence for its future generations.

CLFN Operations include the following government activities: Economic Development, Capital Infrastructure, Communications, Culture and Consultation, Education, Employment and Training, Environmental Services, Family and Social Services, Finance, General Administration, Health Services, Housing, Human Resources, Information Technology, Lands and Resources, Legal Services, Recreation, and Public Works. CLFN employs approximately 100 full time employees, 35 part-time/contracted staff, and 30 summer students.

CLFN Council committees established to assist Chief and Council in the governance of the First Nation include Finance & Audit, Health & Family Services, Education, Economic Development/Tourism & Employment, Public Works & Capital, Housing, Consultation, Lands & Environment, Governance & Nation Building, Kinomaagewapkong & Culture/Rights & Resources, Employee Health & Safety, Gaming Revenue Fund, Recreation, and Youth Council Advisory Group.

Section 4 - INSTRUCTIONS TO PROPONENTS

1. Proposal Inquiries

All questions, requests for information, or clarifications regarding any part of this Proposal document must be set out in writing and directed to procurement@curvelake.ca with the subject line "Response to EDC Legal Services RFP".

Should a Proponent be in doubt as to the meaning, intent, or interpretation of any part of the

RFP, find any discrepancies in, or find omissions from the RFP, it is the Proponent's responsibility to inquire about and seek clarification on those matters.

All questions or clarifications respecting this RFP must be made no later than three (3) Business Days prior to the Closing Date of this RFP to allow staff sufficient time to respond. Curve Lake reserves the right to extend the deadline for questions regarding this RFP, if required.

2. Proposal Closing Date & Time and Submission Instructions

Proposals will be accepted until 12:00 p.m. (noon CST) Friday **September 15, 2023**. Any Proposals received after this date and time will be rejected and returned to the sender. Proposals submitted by Fax will not be accepted. It is preferable that Proposals be submitted electronically by email to procurement@curvelake.ca with the subject Line "Response to EDC Legal Services RFP."

The Proponent is solely responsible for ensuring that its complete Proposal submission and all attachments have been received before Closing Date and Time. If the CLFN email system rejects an emailed Proposal submission for any reason, and the Proponent does not resubmit its Proposal by the same or other permitted submission method before Closing Date and Time, the Proponent will not be permitted to resubmit its Proposal after Closing Date and Time. CLFN will acknowledge receipt of emailed submissions with an email response.

3. Completeness of Proposal Package

Proponents should ensure that they fully respond to all requirements in the RFP to receive full consideration during evaluation. Specifically, to receive full consideration during evaluation, the Proponent should ensure that their Proposal, as a minimum, includes:

3.1 PROPONENT INTRODUCTION:

- a. An overview of the Proponents firm, including size and length of time in business. Proponents should assume that CLFN is learning about their firm for the first time through their Proposals. Proponents are requested to provide information related to the reputation and ranking of their firm in Canada in the practice areas of First Nation economic development corporate/business structures and governance. Examples (synopsis) of how the Proponent has guided its First Nation clients to success through strategic and leading-edge legal advice and solutions will be considered by the CLFN Evaluation Committee. Please refer to Desirable Criteria Section 6 18) table item #4.
- b. The name of the contact person for the Proposal, including their address, phone number, and email address. This information will not be evaluated but will be used to contact the Proponent as required.
- c. The name of the authorized representative of the Proponent, including their address, phone number, and email address. This information will not be evaluated

but will be used to ensure the RFP response has been reviewed and supported by an authorized signatory of the Proponent.

3.2 PROPONENT QUALIFICATIONS:

- a. The names of the key personnel (team) who will be working with CLFN on this professional services assignment including their job title/position and description of their role.
- b. A resume for each team member that outlines their professional experience and qualifications, highlighting, where available, work with First Nation clients.
- c. Process used by Proponent to replace a proposed key team member, identified in 2. a) above, who may not demonstrate an appropriate performance level or who leaves the Proponent's employ prior to conclusion of the professional services assignment.
- d. Proof of professional liability insurance.
- e. A certificate of standing with the Law Society of Ontario for the authorized representative of the Proponent.
- f. Contact information (Person's name, position, email address, business phone number and First Nation's name and location) for a minimum of two First Nation Community clients who the proponent has provided relevant legal services within the past two years.

3.3 RETAINER AGREEMENT, BILLING RATES AND RECOVERABLE FEES/EXPENSES (Canadian dollars)

- a. A list of the hourly rates by job/title for those team members proposed to be involved in providing the service.
- b. A list of travel, disbursement, and other recoverable expenses and corresponding rates.
- c. A draft retainer agreement.
- d. A statement of the Proponents "Alternative Fee Arrangements" policy, or arrangements available for longer-term client relationship.

4 Governing Law / Jurisdiction

This RFP will be governed by and construed in accordance with the laws of Curve Lake First Nation, Canada, and the Province of Ontario, as applicable. The courts of the Federal Government and the Province of Ontario, as applicable, will have exclusive jurisdiction to determine all disputes and claims arising out of or in any way connected.

5 Confidentiality

This RFP and any other information provided by CLFN to the Proponents may include confidential

information which is provided for the sole purpose of permitting the Proponent to respond to this RFP. The Proponent agrees to maintain such information in confidence and not disclose this information to any person outside the Proponents employees directly involved in responding to this RFP. The contents of this document may not be used for any purpose other than preparation of a response to this RFP.

6 Conflict of Interest / No Lobbying

A Proponent may be disqualified if the Proponent’s current or past corporate or other interests may, in CLFN’s opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, contractor, or representative of CLFN involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. By submitting a Proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

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 CLFN, including members of the evaluation committee and any member of CLFN Council may result in disqualification of the Proponent.

7 Proponents Expenses

Proponents are solely responsible for their own expenses in participating in the RFP process, including costs in preparing a Proposal and for subsequent finalizations with CLFN, if any. CLFN will not be liable to any Proponent for any claims, whether for costs, expenses, damages, or losses incurred by the Proponent in preparing its Proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

8 Limitation of Damages

By submitting a Proposal, the Proponent agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, and the Proponent, by submitting a Proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

9 Liability for Errors

While CLFN has used considerable 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 CLFN, 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.

10 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 CLFN in any way to award a Contract.

11 Reservation of Rights

In addition to any other reservation of rights set out in the RFP, CLFN 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 clarifications from a Proponent with respect to its Proposal, including clarifications as to provisions in its Proposal that are conditional or that may be inconsistent with the terms and conditions of the RFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the Proposal;
- e) to reject any Proposal due to unsatisfactory references or unsatisfactory past performance under Contracts with CLFN, or any material error, omission, or misrepresentation in the Proposal;
- f) at any time, to reject any or all Proposals; and
- g) at any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means or do nothing.

12 Ownership of Proposal

All Proposals and other records submitted to CLFN in relation to this RFP become the property of CLFN and, subject to the provisions of the Freedom of Information and Protection of Privacy Act, the RFP, and Policies of CLFN, will be held in confidence.

Section 5 - DESCRIPTION & SCOPE OF SERVICES

13 Description of Services Required

The purpose of this professional legal services assignment is to assist CLFN in the formation and operation of an independent Economic Development Commission.

The EDC will function as a separate entity from CLFN Council and CLFN Administration and will collaborate with various stakeholders, including local businesses, government agencies, investors, proponents recommended by the economic development committee and administration, other EDCs, and community organizations. The key responsibilities identified of the EDC will include, but are not limited to:

- a) Formulating and executing economic development strategies and plans;
- b) Facilitating business expansion, attraction, and retention efforts;
- c) Supporting workforce development and sustainability programs;
- d) Identifying, attracting, and managing applicable investments;
- e) Promoting tourism and economic development opportunities through marketing of CLFN to potential investors and visitors;
- f) Providing policy advice to CLFN Council and CLFN Operations to support Economic Development;
- g) Developing working relationships with municipal, provincial, federal, and other First Nation economic development organizations; and
- h) Fostering a business-friendly environment.

14 Scope of Legal Services Required

Phase 1:

CLFN requires legal advice and services for the creation and operationalization of an Economic Development Corporation. The services listed below will be subject to discussion and confirmation with the successful proponent to ensure completeness. During the course of the engagement it will be expected that the successful proponent will meet regularly with CLFN representatives. The majority of meetings will be held remotely unless an in-person meeting is deemed most appropriate based on the meeting objectives.

1. Legal research and analysis to determine the most suitable corporate and business legal structure;
2. Recommend methods of ensuring independence of EDC while ensuring appropriate transparency to CLFN Council and community;
3. Recommendation of capital structure;
4. Development of the articles of incorporation;
5. Development of the corporate bylaws;

6. Development of shareholders agreement;
7. Development of initial governance and corporate policies;
8. Assistance with obtaining all necessary registrations, business permits and licenses;
9. Identifying and ensuring compliance with federal, provincial, and local laws related to economic development organizations;
10. Recommendations for the Board of Directors;
 - a. Board size.
 - b. Board member qualifications matrix.
 - c. Board composition and mix of directors - CLFN Council members, Community members, Non-Community members.
 - d. Board member compensation.
11. Recommend initial scalable organizational structure and key positions designed based on future growth.
12. Recommend executive compensation strategy (including variable and performance compensation).
13. Assisting with the application for tax-exempt status, if applicable.
14. Development of corporate minutes and records processes as required under business corporations act.

Phase 2:

The CLFN EDC Board of Directors and CEO may require legal assistance while the EDC is in operation for matters related to corporate governance, regulatory compliance, joint ventures, corporate structure of subsidiaries, business deal negotiation and agreements, lease agreements, franchising, intellectual property and trademarks, assistance with legal disputes, etc.

Section 6 – EVALUATION OF PROPOSALS

15 Evaluation Time Frame

Evaluation of Proposals will be conducted from **September 18, 2023, to September 29, 2023**. If additional information or discussions are needed with any Proponent(s) during this window, the Proponent(s) will be notified. Interviews, if deemed necessary by the CLFN evaluation Committee, will be scheduled for the week of **September 25, 2023**, or as soon as can be scheduled with all parties thereafter.

16 Evaluation Framework

The following framework will be used to evaluate Proposals.

Step 1 – CLFN will review the Proposals to confirm compliance with the Mandatory Criteria

identified in **Section 6 (17)** Proposals must meet all Mandatory Criteria to advance to Step 2 of the evaluation process.

Step 2 – CLFN will score Proposals based on the Desirable Criteria identified in **Section 6 (18)**. Proposals that clearly exceed the stated Desirable Criteria will score higher than those that meet the basic or minimum Desirable Criteria. A Proponent not reaching the minimum score in each category of Desirable Criteria will receive no further consideration. After evaluations of Desirable Criteria have been completed, CLFN may choose to shortlist up to three of the highest scoring Proponents to advance to Step 3 of the evaluation process.

Step 3 – CLFN may in its discretion but is under no obligation to check Proponent references without first notifying the Proponent to verify statements made in the response and to confirm the quality of services that were delivered by the Proponent. If the Proponent is deemed unsuitable by CLFN in its sole discretion due to unsatisfactory references, or if the Proposal is found to contain material errors, omissions or misrepresentations, the Proponent's Proposal may be rejected.

17 Mandatory Criteria

Proposals must meet all the Mandatory Criteria and Proponents must submit the following Mandatories.

1. The Proposal has been submitted before the Closing Date and Time.
2. The Proposal is in English.
3. The Proposal is signed by an individual who has authority to commit the Proponent to the RFP Response should it be selected by CLFN.
4. The Proposal includes the certificate of standing with the Law Society of Ontario for the authorized representative of the Proponent.
5. The Proposal includes two references from First Nation clients who can verify the quality of work provided by the Proponent, and that such references include the First Nation's name and location, and the First Nation's representatives contact name, position, phone number and email address.

18 Desirable Criteria

Proposals meeting all the Mandatory Criteria will be further assessed against Desirable Criteria. Please ensure responses cover these items as a minimum.

Desirable Criteria		Maximum score	Minimum score
1	Overall Proposal suitability: Proposal must provide sufficient information to enable CLFN to assess the Proponents capability of meeting the scope and needs outlined in Section 5 .	30	18
2	Proponent Firm and Key Personnel: Proponents will be evaluated on business background, Ontario legal industry leadership, and experience in corporate/business structures development and implementation.	25	15
3	Experience working with First Nations: Proponents will be evaluated on cultural fit and applicable legal experience with other Canadian First Nation Governments using examples provided in proposal and through the client reference verifications.	20	12
4	Price: Proponents will be evaluated on billing rates with consideration provided for experience and leadership in Canadian corporate law practice and the success of its First Nation clients in the areas of economic development.	25	15
Total		100	60

A Proponent not reaching the minimum score in any given category will receive no further consideration during evaluation.

19 Negotiations

Proposals shall be final and binding on the proponent for sixty (60) days from the RFP’s closing date and time and may not be altered unless agreed to by CLFN. By submitting a Proposal, the Proponent agrees that the terms of this RFP reserve to CLFN the right to negotiate price or terms including the scope of services to be provided or any other condition(s) with the highest ranked Proponent (the “Successful Proponent”). By submitting a Proposal, the Proponent further agrees that should negotiations with the highest ranked Proponent not be successful, the terms of this RFP further reserve to CLFN the right to enter into negotiations with the next highest ranked or any other Proponent regardless of ranking and, in the alternative to cancel the RFP completely or

to cancel and re-issue the RFP. The awarding of a Contract to a Successful Proponent is not a guarantee of exclusivity.