

Serpent River First Nation

LIMITED PARTNERSHIP

Serpent River First Nation Limited Partnership Hereinafter (SRFN LP) invites sealed proposals for a detailed 5 year strategic plan report for Serpent River First Nation Trading Post/Gas Bar located at (475,479 Highway 17 West Cutler, Ontario P0P 1B0) and Agawa Crafts Trading Post/Gas Bar located at (12502 Highway 17 N Pancake Bay, ON P0S 1A0) The proponent will note that this plan will be a principal tool used to solicit community and government support

All submissions shall be addressed to the principal contact:

Misty Brousseau

General Manager

Title: SRFN Limited Partnership (SRFN LP)

Email: Mbrousseau@srfnedc.com

Office: 1.705.844.2119 EXT- 221

Fax: 1.705.844.1219

Address: 479 Highway 17 West P.O. Box 13 Cutler Ontario P0P 1B0

Applicants must submit one hard copy or one digital copy of their proposal. Hard copies must be delivered in a sealed envelope clearly marked “ 5 Year Strategic Plan RFP”

Digital copies should be emailed to mbrousseau@srfnedc.com with the subject line- “ 5 Year Strategic Plan RFP”.

Completed proposals, including those submitted by email, must be received no later than

12 p.m. Wednesday May 14, 2025 (the “closing date”).

All proposals must be signed by the applicant with their full name, address and contact information included.

Proposals submitted after the stated deadline will not be considered.

All questions shall be submitted in writing to the principal contact, by 12 pm, Wednesday May 8, 2025

Proposals shall be completed without delineations, alterations or erasures. Proposals received after the submission deadline will be returned to the Respondent unopened and at the Respondent’s cost. All accepted proposals and accompanying documentation will become the property of SRFN LP and will not be returned.

Terms and Conditions

Applicant is encouraged to visit the service sites and inform themselves of the conditions relating to the area where the services shall be performed.

Failure to do so will not relieve a successful Applicant of its obligations to furnish all equipment, material, and labour necessary to carry out the provisions of the Agreement and to complete the contemplated work for the consideration outlined in this Request for proposals.

Before commencing work under an SRFN LP Services Agreement, the successful Applicant shall produce evidence satisfactory to SRFN LP that it and its subcontractors, if any, have secured public liability, automobile, and workers' compensation coverage.

SRFN LP Applicants are responsible for all their costs in preparing and submitting proposals hereunder.

By inviting a proposal, SRFN LP makes no commitment or obligation to the respondents in any way, specifically no obligation to enter into any contract as a result of the issuance of this RFP or to select the lowest cost or any bidder.

In particular, SRFN LP shall in no event be responsible for any costs incurred in the preparation and submission of a proposal in response to this RFP. SRFN LP disclaims all responsibility for injury to Applicants, their agents, or others while examining the work site or at any other time.

During the consideration phase, the selection committee may contact consultants to gain further understanding of their proposal contents. Inability to respond in a timely manner may impact the overall decision of the committee.

Key Dates

Key dates pertinent to the selection process are presented below:

DATE ISSUED: April 23 , 2025

NOTICE OF INTENT TO BID: May 2, 2025

QUESTIONS SUBMITTED BY: May 8, 2025

RFP CLOSING DATE/TIME: May 14,2025 AT 12 PM

PROPOSER NOTIFICATION: May 27, 2025

Project Installation: Projects must be completed by November 1, 2025

1. Summary

Serpent River First Nation (SRFN LP) is seeking proposals from qualified strategic planning consultants to facilitate engagement sessions and develop a comprehensive five-year strategic plan for the period 2026-2030. The successful consultant must have strategic planning experience and have a strong understanding of First Nations. The consultant must be able to facilitate the planning process, actively engage community members, staff and leadership to help create a realistic and achievable strategic plan that is suitable to be shared with the public.

2. Background

Serpent River First Nation is an Anishinabe First Nation in the Canadian province of Ontario, located midway between Sudbury and Sault Ste. Marie along the North Channel of Lake Huron. It is a “self-sufficient people within a community of caring and compassionate families.”

SRFN LP oversees and manages the businesses for Serpent River First Nation. Serpent River First Nation operates a gas bar/convenience and trading post at 475/479 Highway 17 West Highway in Cutler, Ontario and a gas bar/convenience and trading post/gas bar at 12502 Highway 17 N Pancake Bay, Ontario.

SRFN and Agawa are perfectly situated with respect to natural beauty and economic development potential. Our businesses provide services in a broad range of areas with a focus on tourism, shopping, indigenous crafts and arts, convenience shopping and petroleum.

The strategic plan will set the broad direction for the organization going forward over the next five years. The plan is intended to be a detailed analysis of the businesses and/or operational plans to help SRFN build upon a solid foundation to best position itself to achieve the community vision. SRFN intends to use the plan to help guide strategic thinking on the growth and implementation of a range of activities to help the organization focus its resources.

3. Vision

SRFN strives to provide equal opportunities for all members of the community to develop, enhance and succeed in economic growth while promoting the continued social, traditional and spiritual development of its First Nation. The SRFN guiding principles are the Seven Grandfather teachings and its belief that It is a “self-sufficient people within a community of caring and compassionate families.”

4. Scope of Work

- a) The selected consultant will work with SRFN to facilitate engagement sessions and create a 5 year strategic plan that builds upon the current SRFN vision and guiding principles and develops medium-term objectives/priorities and also short-term strategies/action plans with realistic timelines.
- b) Performance measures, indicators or deliverables should also be included wherever possible to ensure that progress can be reviewed, monitored and reported back to the community and leadership
- c) The consultant will be required to facilitate a series of inclusive and interactive group engagement meetings that gather input in a prioritized manner with:
 - Chief and Council;
 - Serpent River First Nation Limited Partnership Boards of Directors
 - Agawa Crafts Board of Directors
 - Elders and Youth groups
 - Male/Female-based focus groups;
 - Off-reserve community members/citizens;
- d) Other potential forms of data collection or engagement might include the use of surveys or other similar tools.
- e) Consultants are encouraged to put forth the most effective and efficient method of engaging the community in their proposal.
- f) It is also expected that the consultant will include aspects of indigenous culture and tradition into the plan document.
- g) The strategic plan should also work in collaboration with potential marketing, social media and website consultants potentially hired in partnership with SRFN Limited Partnership to identify and implement branding, marketing and an e-commerce website while creating the strategic plan.

- h) Consultants are encouraged to identify partnerships and opportunities for collaboration and funding opportunities.
- i) Components that might be built into the plan include additional business opportunities, expansion of products and services, alignment of the trading posts purchasing, website and marketing implementation strategy for ecommerce that will be implemented by the identified consultant chosen by SRFN Limited Partnership.

5. Deliverables and Outcome

- a) This project will be a collaborative process between the consultant, branding and marketing consultant and SRFN Limited Partnership. The primary contact will be Misty Brousseau General Manager of Serpent River First Nation Limited Partnership.
- b) The main deliverable is a five-year strategic plan that has been developed through extensive consultation with identified engagement groups. The plan must highlight objectives and strategies grouped into areas, with action plans and timelines, potential challenges/issues, funding and/or resources required and performance measures/indicators where possible.
- c) Other deliverables that must be included during the process or as a part of the strategic plan project proposal include requirements to: provide concise roll-up summaries for each community engagement session (date, number of people engaged, process used, prioritized input);
- d) provide a final engagement feedback summary after all sessions have been completed (final roll-up summary); provide regular updates on project progress and next steps; develop several concise leave behind summary documents (for example, charts, tables or other short descriptive pieces) that SRFN Limited Partnership can use to communicate the plan throughout the organization and community.
- e) All documentation should be delivered in MS Office format (.docx, .xlsx, pptx, publisher) and .pdf format. The leave behind communication pieces must be

branded as SRFN Limited Partnership (2863895 Ontario Inc) documents. The strategic plan drafts and final document may include the phrase, “Prepared by ‘Your Company’.”

- f) The strategic plan should be accompanied by all supporting material in such a manner that SRFN Limited Partnership can take ownership of the plan and carry on with its development as time progresses and circumstances change.

6. Aspects to be Addressed

- a) Provide a brief overview of the Bidder company including legal name, address and URL
- b) Primary Contact Information- Identify the representative authorized to answer questions and negotiate on behalf of the Bidder company. Include full contact information. Provide a brief biography and overview of the relevant experience of this person. As an appendix, include a full resume.
- b) Provide a brief biography of the Bidder company including years in business and describe its ownership and management structure along with areas of specialty.
- c) Identify the project lead and key team members. Outline their roles and responsibilities and provide brief biographies.
- d) Provide a minimum of three references from individuals that can speak directly to the references and are able to speak to their experience with proposed project personnel. Include name, title, organization and full contact information.
- e) Alliances & strategic relationships- Please list and briefly describe any alliances, strategic relationships or partnerships you have with companies in the tourism and business development sectors.
- e) Describe the Bidder relevant experience and expertise with assignments of a similar nature. Highlight experience within First Nations and the tourism/hospitality sector. Please list and describe any relevant awards and or recognition your company has received in the last 5 years.
- g) Outline the Bidder proposed approach to delivery referencing the requirements set out in section 5 (b) (c) (d). If the Bidder recommends an alternative approach/critical path, articulate the rationale and envisioned benefits of this approach. Specify any assumptions.

- h) Provide proposed work plan to support the Bidder response to identify tactics, resource requirements, milestones and deliverables. Specify any assumptions.
- i) Describe what the Bidder sees as the key success factors in the formulation of the key deliverables of this initiative and the principal obstacles or challenges that the Bidder foresees in the execution of this project. Include how the Bidder would mitigate these.
- j) Provide any additional information that the Bidder believes will be helpful in assessing the Bidder capabilities.
- k) Contract and standard service agreement
- l) Proponent Certificate of Insurance

7. Project Execution and Pricing

- a) The timeline for delivery of a final report and any supporting documentation will be 6 months from the commencement of the project (estimated start date is June 2025).
- b) The bidder shall provide cost detail for each phase and each component and key tasks set out in this RFP and the proposal must include the following components:
 - Professional fees in per diem rates
 - Travel Expenses including accommodation
 - Administrative/Miscellaneous fees
 - Training Fees (for staff external of bidder's company)
 - Maintenance Fees
 - Total fees/expenses
 - Reports in Microsoft Word
 - HST
 - Other disbursements

Bidders are required to provide their payment terms as part of their proposal.

8. Proposal Evaluation

Evaluation of proposals will be performed by the SRFN Limited Partnership Board of Directors. Selection of the Consultant will be achieved through a formal evaluation process. Proposals will first be checked against mandatory criteria. Proposals not meeting the mandatory criteria will be rejected without further consideration. Proposals that meet the mandatory criteria will then be assessed against the additional criteria

listed below or in any addendum or addendum related to this RFP. Additional consideration will be given to proposals that demonstrate a high level of professionalism, innovation and perceived commitment to the project. The following are the mandatory requirements for submitting:

- Bidders must email, fax, mail or deliver a signed copy of the Bidder Information Form (page one) to the “closing location” by the “closing time”.
- The RFP must be accompanied by a cover letter/email certifying the accuracy of all information contained in the submission and acknowledging the Bidder offer of services according to the terms of reference set out in Section 1 and the terms and conditions set out in Section F . Please cite each aspect in framing responses and provide clear and concise responses.
- The proposal will be evaluated on the content. Repeating wording from the RFP will not constitute a response. Rather, the Bidder should explain the steps that will be taken to achieve the goal of the RFP.
- An electronic version of the Proposal must be received at the “closing location” by the “closing time”.

9. LEGAL TERMS AND CONDITIONS OF RFP

These legal terms and conditions set out the Lead Agency’s and the Proponent’s legal rights and obligations only with respect to the RFP proposal process and any evaluation, selection, negotiation or other related process. In no event will the legal terms and conditions of this document apply to, or have the effect of supplementing, any Contract formed between the Lead Agency and the Proponent, or otherwise apply as between the Proponent and the Lead Agency following the signing of any such Contract.

DEFINITIONS

In this document, the following terms have the following meanings:

(a) “Lead Agency” means the Serpent River First Nation Limited Partnership.

(b) “Contract” means a legal agreement, if any, entered into between the Lead Agency and the

Proponent following and as a result of the Proponent’s selection by the Lead Agency in the

Lead Agency’s RFP process.

(c) “Losses” means, in respect of any matter, all direct or indirect, as well as consequential:

claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses

(including without limitation all legal and other professional fees and disbursements, interest,

penalties and amounts paid in settlement whether from a third person or otherwise).

(d) “Proponent” means the legal entity which has signed the Proposal, and “proponent” means any proponent responding to the RFP, excluding or including the Proponent, as the context requires.

(e) “Proposal” means the package of documents consisting of this document, the Proponent’s proposal submitted under cover of the Proposal Form, and all schedules, appendices and accompanying documents, and “proposal” means any proposal submitted by any proponent, excluding or including the Proponent, as the context requires.

(f) “RFP” means the document issued by the Lead Agency as Request for Proposal, as amended from time to time and including all addenda.

APPENDIX

1.0 NO LEGAL OBLIGATION ASSUMED BY THE LEAD AGENCY

Despite any other term of the RFP, the Lead Agency assumes no legal duty or obligation to the Proponent or to any proposed subcontractor in respect of the RFP, its subject matter or the Proposal unless and until the Lead Agency enters into a Contract, which the Lead Agency may decline to do in the Lead Agency’s sole discretion.

2.0 NO DUTY OF CARE OR FAIRNESS TO THE PROPONENT

The Lead Agency does not owe to the Proponent or to any of the Proponent’s proposed subcontractors any contract or tort law duty of care, fairness, impartiality or procedural fairness in the RFP process, or any contract or tort law duty to preserve the integrity of the RFP process. The Proponent hereby waives and releases the Lead Agency from any and all such duties and expressly assumes the risk of all Losses arising from participating in the RFP process on this basis.

3.0 EVALUATION OF PROPOSALS

3.1 Compliance / Non-Compliance

Any proposal which contains an error, omission or misstatement, which contains qualifying conditions, which does not fully address all of the requirements or expectations of the RFP, or which otherwise fails to conform to the RFP may or may not be rejected by the Lead Agency at the Lead Agency’s sole discretion. The Lead Agency may also invite a proponent to adjust its proposal to remedy any such problem, without providing the other proponents an opportunity to amend their proposals.

3.2 Reservation of Complete Control over Process

The Lead Agency reserves the right to retain complete control over the RFP and proposal processes at all times. Accordingly, the Lead Agency is not legally obligated to review, consider or evaluate the proposals, or any particular proposal, and need not necessarily review, consider or evaluate the proposals, or any particular proposal, in accordance with the procedures set out in the RFP, and the Lead Agency reserves the right to continue, interrupt, cease or modify its review, evaluation and negotiation processes in respect of any or all proposals at any time without further explanation or notification to any proponents.

3.3 Discussions/Negotiations

The Lead Agency may, at any time prior to signing a Contract, discuss or negotiate changes to the scope of the RFP, any proposal or any proposed agreement with any one or more of the proponents without having any duty or obligation to advise the Proponent or to allow the Proponent to vary its Proposal as a result of such discussions or negotiations with other proponents or changes to the RFP or such proposals or proposed agreements, and, without limiting the general scope of Section 6 of this document, the Lead Agency will have no liability to the Proponent as a result of such discussions, negotiations or changes.

3.4 Acceptance or Rejection of Proposals

The Lead Agency has in its sole discretion, the unfettered right to: accept any proposal; reject any proposal; reject all proposals; accept a proposal which is not the lowest-price proposal; accept a proposal that deviates from the requirements of the RFP or the conditions specified in the RFP; reject a proposal even if it is the only proposal received by the Lead Agency; accept all or any part of a proposal; enter into agreements respecting the subject matter of the RFP with one or more proponents; or enter into one or more agreements respecting the subject matter of the RFP with any other person at any time.

4.0 PROTECTION OF LEAD AGENCY AGAINST LAWSUITS

4.1 Release by the Proponent

Except only and to the extent that the Lead Agency is in breach of this document, the Proponent now releases the Lead Agency, its officials, its agents and its employees from all liability for any Losses incurred in connection with the RFP or the Proposal, including any Losses in connection with:

(a) any alleged (or judicially determined) breach by the Lead Agency or its officials, agents or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the Lead

Agency has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially))

(b) any unintentional tort of the Lead Agency or its officials or employees occurring in the course of conducting the RFP process,

(c) the Proponent preparing and submitting the Proposal;

(d) the Lead Agency accepting or rejecting the Proposal or any other submission; or

(e) the manner in which the Lead Agency: reviews, considers, evaluates or negotiates any

proposal; addresses or fails to address any proposal or proposals; resolves to enter into a Contract or not enter into a Contract or any similar agreement; or the identity of the proponent(s) or other persons, if any, with whom the Lead Agency enters any agreement respecting the subject matter of the RFP.

4.2 Indemnity by the Proponent

Except only and to the extent that the Lead Agency breaches Section 8.2 of this document, the Proponent indemnifies and will protect, save and hold harmless the Lead Agency, its officials, its agents and its employees from and against all Losses, in respect of any claim or threatened claim by the Proponent or any of its proposed subcontractors or agents alleging or pleading: (a) any alleged (or judicially determined) breach by the Lead Agency or its officials or employees of the RFP (it being agreed that, to the best of the parties' knowledge, the Lead Agency has no obligation or duty under the RFP which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));

(b) any unintentional tort of the Lead Agency or its officials or employees occurring in the course of conducting the RFP process, or (c) liability on any other basis related to the RFP or the proposal process.

4.3 Limitation of Lead Agency Liability

In the event that, with respect to anything relating to the RFP or this proposal process, the Lead Agency or its officials, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Proponent or its subcontractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Proponent or its subcontractors or agents on any basis or legal principle of any kind, the Lead Agency's liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

5.0 DISPUTE RESOLUTION

Any dispute relating in any manner to the RFP or the proposal process (except to the extent that the Lead Agency breaches this Section 7 of this document, and also accepting any disputes arising between the Lead Agency and the Proponent under a Contract (or a similar contract between the Lead Agency and a proponent other than the Proponent)) will be resolved by arbitration in accordance with the Arbitration Act (1991), amended as follows:

- (a) The arbitrator will be selected by the Lead Agency's Legal Counsel;
- (b) Section 6 of this Appendix 1 will: (i) bind the Lead Agency, the Proponent and the arbitrator; and (ii) survive any and all awards made by the arbitrator; and
- (c) The Proponent will bear all costs of the arbitration.

6.0 PROTECTION AND OWNERSHIP OF INFORMATION

6.1 RFP and Proposal Documents Lead Agency's Property

- (a) All RFP-related documents provided to the Proponent by the Lead Agency remain the property of the Lead Agency and must be returned to the Lead Agency, or destroyed, upon request by the Lead Agency.
- (b) The documentation containing the Proposal, once submitted to the Lead Agency, becomes the property of the Lead Agency, and the Lead Agency is under no obligation to return the Proposal to the Proponent.

6.2 Proponent's Submission Confidential

Subject to the applicable provisions of the Freedom of Information and Protection of Privacy Act (Ontario), other applicable legal requirements, and the Lead Agency's right to publicly disclose information about or from the Proposal, including without limitation names and prices, in the course of publicly reporting to the Serpent River First Nation Chief and Council about the RFP, the Lead Agency will treat the Proposal (and the Lead Agency's evaluation of it), in confidence in substantially the same manner as it treats its own confidential material and information.

6.3 All Lead Agency Information Confidential

- (a) The Proponent will not divulge or disclose to any third parties any non-public documents or information concerning the affairs of the Lead Agency which have been or are in the future provided or communicated to the Proponent at any time (whether before, during or after the RFP process). Furthermore, the Proponent agrees that it has not and must not use or exploit any such non-public documents or information in any manner, including in submitting its Proposal.
- (b) The Proponent now irrevocably waives

all rights it may have by statute, at law or in equity, to obtain any records produced or kept by the Lead Agency in evaluating its Proposal (and any other submissions) and now agrees that under no circumstances will it make any application to the Lead Agency or any court for disclosure of any records pertaining to the receipt, evaluation or selection of its Proposal (or any other submissions) including, without limitation, records relating only to the Proponent.

7.0 NO CONFLICT OF INTEREST / NO COLLUSION / NO LOBBYING

7.1 Declaration as to no Conflict of Interest in RFP Process

(a) The Proponent confirms and warrants that there is no officer, director, shareholder, partner, employee or contractor of the Proponent or of any of its proposed subcontractors, or any other person related to the Proponent's or any proposed subcontractor's organization (a "person having an interest") or any spouse, business associate, friend or relative of a person having an interest who is: (i) an official or employee of the Lead Agency ; or (ii) related to or has any business or family relationship with an elected official or employee of the Lead Agency , in each case, such that there could be any conflict of interest or any appearance of conflict of interest in the evaluation or consideration of the Proposal by the Lead Agency , and, in each case, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.(b) The Proponent confirms and warrants that there is no person having an interest (as defined above) who is a former official, former employee or former contractor of the Lead Agency and who has non-public information relevant to the RFP obtained during his or her employment or engagement by the Lead Agency, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

7.2 Declaration as to No Conflict of Interest Respecting Proposed Supply

The Proponent confirms and warrants that neither the Proponent nor any of its proposed subcontractors is currently engaged in supplying (or is proposing to supply) goods or services to a third party such that entering into an agreement with the Lead Agency in relation to the subject matter of the RFP would create a conflict of interest or the appearance of a conflict of interest between the Proponent's duties to the Lead Agency and the Proponent's or its subcontractors' duties to such third party, except as set out, in all material detail, in a separate section titled "Conflicts; Collusion; Lobbying" in the Proposal.

7.3 Declaration as to No Collusion

The Proponent confirms and warrants that:

(a) the Proponent is not competing within the RFP process with any entity with which it is legally or financially associated or affiliated, and (b) the Proponent is not cooperating in any manner in relation to the RFP with any other proponent responding to the RFP, in each case, except as set out, in all material detail, in a separate section titled "Conflicts, Collusion, Lobbying" in the Proposal.

7.4 Declaration as to Lobbying

The Proponent confirms and warrants that:

(a) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors is registered as a lobbyist under any lobbyist legislation in any jurisdiction in Canada or in the United States of America; and (b) neither it nor any officer, director, shareholder, partner, employee or agent of the Proponent or any of its proposed subcontractors has engaged in any form of political or other lobbying whatsoever with respect to the RFP or sought, other than through the submission of the Proposal, to influence the outcome of the RFP process.

8.0 GENERAL

(a) All of the terms of this Appendix 1 to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the proposal process will survive the conclusion of such process and will remain legally enforceable by and against the Proponent and the Lead Agency.

(b) The legal invalidity or unenforceability of any provision of this Appendix 1 will not affect the validity or enforceability of any other provision of this Appendix 1, which will remain in full force and effect.

(c) The Proponent now assumes and agrees to bear all costs and expenses incurred by the Proponent in preparing its Proposal and participating in the RFP process.

9.0 INDEPENDENT LEGAL ADVICE

The proponent acknowledges that it has been given the opportunity to seek legal advice.