



Request for Proposals

To conduct a Governance Review on all aspects of NACCA's
National, Regional and Operational Governance Structures

RFP Number: 2026OPR_RFPCM_01 **Issue date:** February 13, 2026

Closing Time: Proposals must be received **before 4:00 PM Eastern Daylight Time** on: March 31, 2026

DELIVERY OF PROPOSALS: Proposals must be in English and must be submitted using one of the submission methods below, and must either: (1) include a copy of this cover page that is signed by an authorized representative of the Proponent; or, (2) otherwise identify the RFP, identify the Proponent and include the signature of an authorized representative of the Proponent that confirms the Proponent's intent to be bound.

Email Submission: Proponents may submit an electronic proposal by email. Proposals submitted by email must be submitted to Cory McDougall, Chief Operating Officer at cmcdougall@nacca.ca in accordance with the instructions at Section 2.3 of this RFP.

Hard Copy Submission: Proponents may submit 1 hard copy (and one electronic copy) of its proposal. Proposals submitted by hard copy must be submitted by hand or courier to:

RFP Number: 2026OPR_RFPCM_01

National Aboriginal Capital Corporations Association, 338 Somerset St. West, Ottawa ON K2P 0J9

Regardless of submission method, proposals must be received before Closing Time (4:00 PM) to be considered.

A proposal is deemed to incorporate the Confirmation of Proponent's Intent to Be Bound below, without alteration.

CONFIRMATION OF PROPONENT'S INTENT TO BE BOUND:

The enclosed proposal is submitted in response to the referenced Request for Proposals, including any Addenda. By submitting a proposal, the Proponent agrees to all the terms and conditions of the RFP including the following:

- a) The Proponent has carefully read and examine the entire Request for Proposals;
- b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the proposal; and
- c) The Proponent agrees to be bound by the statements and representations made in its proposal.

PROPONENT NAME (please print):

NAME OF AUTHORIZED REPRESENTATIVE (please print):

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

DATE: _____

PROJECT CONTACT: Enquiries related to this RFP, including any requests for information or clarification may only be directed in writing to the following person who will respond during the Proponents' meeting. 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 distributed to prospective Proponents.

RFP Number: 2026OPR_RFPCM_01
Cory McDougall, Chief Operating Officer
NACCA
338 Somerset St. West, Ottawa ON K2P 0J9
E-mail cmcdougall@nacca.ca
PH : 613-688-0894

The cut-off for submitting any questions related to this RFP to the Project Contact will be March 20, 2026. Questions received after this time will not be answered.

ENVIRONMENTAL CONSIDERATIONS FOR PROPOSAL DELIVERY:

The Proponents are encouraged to consider submitting an electronic proposal if that submission method is provided for on the cover page. When submitting in hard copy, Proponents need to consider environmental stewardship, as per the following:

- Hard copy proposals should be double side printed on paper that is post-consumer recycled content or forest stewardship certified;
- Thin proposals should be stapled rather than bound;
- Binding, where required, should be comb-type rather than plastic or wire spiral for ease of separating to shred and recycle; and
- Binders, where required, should be free from adhered labels (for ease of re use), and/or be made of post-consumer recycled content.

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1 SUMMARY OF THE OPPORTUNITY

The National Aboriginal Capital Corporations Association (NACCA), represents a national network of over 50 Indigenous Financial Institutions, has delivered more than 50,000 business loans totaling over \$3.3 billion, driving Indigenous economic growth and self-determination across Canada.

To design and conduct a Governance Review on all aspects of NACCA's national, regional, program and operational governance structures to determine if, and how NACCA should modify its current governance structures to better serve the policy, program and operational needs of NACCA and the Indigenous Financial Institutions network.

Further details as to the scope of this opportunity and the requirements can be found in Sections 3, 4 and 5 of this RFP.

2 RFP PROCESS RULES

2.1 Definitions

Throughout this Request for Proposals, the following definitions apply:

“Addenda” means all additional information regarding this RFP including amendments to the RFP;

“Closing Location” includes the location or email address for submissions indicated on the cover page of this RFP;

“Closing Time” means the closing time and date for this RFP as set out on the cover page of this RFP;

“Contract” means the written agreement resulting from the RFP executed by NACCA and the successful Proponent;

“Contractor” means the successful Proponent to the RFP who enters into a Contract with NACCA;

“Project Contact” means the individual named as the contact person for the RFP;

“NACCA” means the National Aboriginal Capital Corporations Association issuing this RFP;

“must”, or “mandatory” means a requirement that must be met in order for a proposal to receive consideration;

“Proponent” means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a proposal in response to the RFP;

“Proposal” means a written response to the RFP that is submitted by a Proponent;

“Request for Proposals” 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 an Addenda; and

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

2.2 Acceptance of Terms and Conditions

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

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 scanned copy of the signed cover page of this RFP is acceptable as is a cover letter identifying the Proponent, identifying the RFP and including a signature of an authorized representative of the Proponent that confirms the Proponent’s intent to be bound. For proposals submitted via email constitutes the signature of an authorized representative of the Proponent and is acceptable without additional signature.

2.3 Submission of Proposals

- a) Proposals must be submitted before Closing Time to the Closing Location using one of the submission methods set out on the cover page of this RFP. Proposals must not be sent by fax, except in the circumstances set out below. The Proponent is solely responsible for ensuring that, regardless of submission method selected, that a complete Proposal is received, including all attachments or enclosures, before the Closing Time.
- b) For electronic submissions, the following applies:
 - (i) The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Time;
 - (ii) The maximum size of each attachment must be 100 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);

(iii) 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 (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...");

(iv) For email proposal submissions sent through multiple emails NACCA reserves the right to seek clarification or reject the proposal if it is unable to determine what documents constitute the complete proposal;

(v) 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. Proposals that are compressed, cannot be opened or that contain viruses or malware or corrupted attachments will be rejected.

c) For email proposal submissions, including any notices of amendment or withdrawal referred to in Section 2.9, the subject line of the email and any attachment should be clearly marked with the name of the Proponent and the RFP number.

d) Proponents using electronic submissions must submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing 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 and the NACCA's Electronic Mail System.

f) The Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that

its complete email proposal submission and all attachments have been received before Closing Time. If the 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 Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the Project Contact immediately to arrange for an alternative submission method if:

(i) the Proponent's email proposal submission is rejected by the Electronic Mail System; or

(ii) if the Proponent does not receive an automated response email confirming receipt of the email and all attachments within a half hour of the time the email proposal submission was sent by the Proponent.

An alternate submission method may be made available, at the Oversight Committee's discretion, commencing one half hour before the Closing Time, and it is the Proponent's sole responsibility for ensuring that a complete proposal (and all attachments) submitted using an approved alternate submission method is received before the Closing Time. The Oversight Committee makes no guarantee that an alternative submission method will be available or that the method available will ensure that a Proponent's proposal is received before Closing Time.

2.4 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete proposals received and marked before the Closing 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 will prevail whether accurate or not.

2.5 Proposal Validity

Proposals will be open for acceptance for at least 120 days after the Closing Time.

2.6 Pricing

Prices will be firm for the entire contract period unless the RFP specifically states otherwise.

2.7 Completeness of Proposal

By submitting a proposal, the Proponent 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.

2.8 Changes to Proposals

By submitting a clear and detailed written notice, the Proponent may amend or withdraw its proposal before the Closing Time. Unless the RFP otherwise provides, Proponents should use a consistent submission method for submitting proposals and any amendments or withdrawals. Upon Closing Time, all proposals become irrevocable. The Proponent will not change any part of its proposal after the Closing Time unless requested, for purposes of clarification.

2.9 Conflict of Interest/No Lobbying

- a) A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may 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 the NACCA or other parties 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, the Proponent should consult with the Project Contact prior to submitting a proposal. 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.

- 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 the NACCA, including members of the evaluation committee and any elected officials of the partner organizations, or with the media, may result in disqualification of the Proponent.

2.10 Subcontractors

- a) Unless the RFP states otherwise, proposals will be accepted, 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. NACCA 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 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 the firm or individual in the preparation of the RFP or a relationship with any employee, contractor or representative of NACCA, 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 a proposed subcontractor might be in a conflict of interest, the Proponent should consult with the Project Contact prior to submitting a proposal. 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.

- 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 prior written consent.

2.11 Evaluation of Proposals

- a) Proposals will be assessed in accordance with the evaluation criteria. The Oversight Committee will be under no obligation to receive further information, whether written or oral, from any Proponent. The Oversight Committee is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a proposal.
- b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

2.12 Contract

- a) By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with substantially the same terms and conditions set out in Appendix A and such other terms and conditions to be finalized to the satisfaction of NACCA, 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 the goods or services until the occurrence of both such events.

2.13 Contract Finalization Delay

If a written Contract cannot be finalized with satisfactory provisions within thirty days of notification of the successful Proponent, the Oversight Committee 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.

2.14 Debriefing

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

2.15 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, if any. NACCA 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.

2.16 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, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

2.17 Liability for Errors

While considerable efforts have been made 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 NACCA or any other party, 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.

2.18 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 NACCA or any other party, in any way to award a Contract.

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

2.20 Legal Entities

NACCA and the Oversight Committee reserves the right in its sole discretion to:

- a) disqualify a proposal if it 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 confirm 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, that it is the same legal entity that submitted the Proponent's proposal; and
- d) require security screenings for a Proponent who is a natural person, subcontractors and key personnel before entering into a Contract and decline to enter into a Contract with a Proponent or to approve a subcontractor or key personnel that fail to pass the security screenings.

2.21 Reservation of Rights

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

- a) to modify the terms of the RFP at any time prior to the Closing 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 NACCA, 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.

2.22 Ownership of Proposals

All proposals, and other records submitted in relation to the RFP become the property of NACCA and the RFP, will be held in confidence.

2.23 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.

2.24 Confidentiality Agreement

The Proponent acknowledges that prior to the Closing Time it may be required to enter into a confidentiality agreement, in order to obtain access to confidential materials relevant to preparing a proposal.

2.25 Alternative Solutions

If more than one approach to deliver the services described in the RFP are offered, Proponents

should submit the alternative approach in a separate 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 the 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. Such written consents should specify that the personal information may be forwarded to NACCA or other parties for the purposes of responding to the RFP and used by NACCA and other parties for the purposes set out in the RFP. NACCA 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.

3 SCOPE

3.1 Background

NACCA is the national organization of the Indigenous Financial Institutions. It is a not-for profit entity incorporated under the Canada Not-for-Profit Corporations Act. NACCA has an annual budget of approximately \$80 Million and is governed by a Board of Directors composed entirely of First Nations, Inuit, and Métis professionals. NACCA employs approximately 40 people. Administrative offices are located in Ottawa, ON.

Our Mission - To serve as the voice of Indigenous Financial Institutions and as a national advocate for Indigenous business development. To advance Indigenous economic prosperity through culturally grounded, values-based approaches rooted in self-determination.

Our Vision - Promoting thriving, prosperous, Indigenous businesses with equitable access to capital and care.

Our Values -

- Balance of our advocacy and program delivery roles
- Respect for our diversity and distinct Indigenous cultures
- Awareness of the rights, aspirations, and needs of Indigenous people
- Integrity in our relationships
- Diligence in our work
- Sharing of our knowledge within and beyond the network

NACCA is responsible for delivery of its federally supported flagship programs collectively called the Indigenous Entrepreneurship Program (IEP):

Capacity Development Program: A developmental lending support and training initiative providing generic products and services for the IFI network; and, customized products and services for individual IFIs;

Interest Rate Buy-Down: A subsidy provided to IFIs with low liquidity ratio to offset the interest costs for accessing capital for additional developmental lending.

Developmental Lending Assistance: A program to enhance IFI financial sustainability by assisting IFI's to close the gap between revenue generated by the consolidated developmental IFI Gross Loan Portfolio and the costs IFI's incur providing developmental lending and related business support; and,

Business Financing Program: A program to provide equity financing to Indigenous businesses in order to increase the number of Indigenous businesses in Canada.

In addition to IEP, NACCA also administers the Indigenous Women's Entrepreneurship (IWE) Program, ADAWE business hub, the Indigenous Youth Entrepreneur (IYE) Program, and the Signature Indigenous Tourism Experiences Stream (SITES). As its sole shareholder, NACCA also worked with the Government and Business Development Bank of Canada to design, develop and launch an innovative source of capital via the Indigenous Growth Fund (IGF). Together, these programs have supported over 53,000 loans and invested more than \$3.38 billion in Indigenous businesses, with a repayment rate exceeding 95%. For every \$1 million lent by Indigenous Financial Institutions, an average of \$3.6 million is generated in GDP. In 2023 alone, the network lent \$166 million, supporting 8,368 full-time jobs and generating over \$604 million in GDP.

NACCA has a subsidiary corporation, 2747534 Ontario Corporation (Business Corporation Act) as well as an established charity/foundation, the Indigenous Prosperity Foundation (IPF).

3.2 Purpose

To undertake a comprehensive governance review to determine how NACCA should modify its existing governance structures, including the board, governance and operational committees, policies and procedures, to ensure best practices in regulatory, operational and structural governance for NACCA.

The consultant should assess the current governance framework and practices at NACCA, including both formal and informal governance frameworks (policies, practices, procedures, processes, terms of reference and structures), as well as the effectiveness of these frameworks for the administration of the NACCA's vision and mission. The consultant will review all governance entities within the NACCA umbrella to ensure an integrated and balanced approach to the overall NACCA governance framework.

The consultant will undertake an assessment of the weaknesses and strengths for the following elements;

Mandate	Transparency
Vision	Risk and Control Management
Mission	Stakeholders Relations
Role of the IFI network	Budget/Financial Implications
Governance and Organizational Structure (committees, leadership, staff)	

A key output of the governance review is to provide actionable and practical recommendations for bringing NACCA's governance practices in-line with its role as not-for-profit and membership organization that can lead to the adoption of a mature governance model that will support NACCA in achieving its strategic objectives.

3.3 Consultations

Consultations and dialogue should be undertaken with the following;

NACCA Board and Committees (Executive, Finance, Governance)	Indigenous Services Canada
Technical Advisory Group	Regional Development Agencies
Indigenous Financial Institutions	National Economic Indigenous Organizations
	Key NACCA Staff

Any other expert organization or individual needed to create a fulsome report. List all parties contacted, date and provide a brief outline of the discussions undertaken.

3.4 Risks

Describe all potential risk factors (e.g., regulatory, legal, operational, structural, peer, etc.) and outline plans to manage risks.

3.5 Governance Structure

- Outline and identify an effective legal/governance structure(s) that fairly represents NACCAs current and future role as an advocate and program delivery platform for the IFI network.
- Clarify to the role and authority of key executive positions.
- Outline the optimum number and types of oversight and committee structures required to administer and oversee NACCA operations and its subsidiaries.
- Outline the key skills, experiences and expertise representatives should possess to guide growth, operation and oversight of NACCA and its subsidiary corporations.

3.6 Recommendation(s)

Provide a complete opinion on any evidence-based recommendations made by the consultant, and why it will be (or will not be) a success.

Given the identified risks and potential benefit to NACCA, is it worth moving forward with development of a new governance structure?

3.7 Methodology

At a minimum, the governance review will include an analysis of the following evidence:

- Document and Literature Review – identify, collect and review any literature specific to peer or Indigenous governance frameworks, and any other relevant studies and papers on effective Indigenous or corporate governance models.
- Administrative Data and Document Review – Administrative data and relevant documents as available from NACCA.
- Key Stakeholder Interviews/Workshops – Conduct virtual interviews/workshops with key stakeholders as outlined in the consultations list.

3.8 Expected Governance Review Outcomes

The governance review outcomes must include recommendations for:

- Any recommendations should be based on an analysis of needs and emerging trends for organizational governance in Canada;
- Identify best practices and/or governance models for the delivery and/or management of NACCA and its subsidiaries; and,
- Additional governance and/or other resources required to improve governance and oversight outcomes.

3.9 The Role of the Oversight Committee

The governance review is to be developed and delivered with regular consultation with the Committee. This committee will consist of the Governance Committee for the NACCA Board of Directors.

The responsibilities of the Committee will include:

1. Kick-off meeting with the chosen Proponent to provide contextual background, review methodology and recommended timelines for the governance review;
2. Contribute to the methodology for conducting the governance review;

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3. Provide feedback to the Proponent on proposed methodology and timelines;
 4. Monitor the progress of the governance review activities against the agreed upon timelines to ensure the governance review is completed on time and within approved budget; and,
 5. Review the draft report to determine completeness in relation to the project scope described within this RFP and clarity regarding the methodology used and recommendations made.

4 CONTRACT

4.1 Contract Terms and Conditions

Proponents should review carefully the terms and conditions set out in Appendix A, including the Schedules.

4.2 Service Requirements

The Contractor's responsibilities at minimum must include the following:

- a) The Proponent must keep in consultation with the Committee, including regular status reports and identification of areas potentially impacting project timing;
- b) All arrangements required to conduct research, literature reviews, and stakeholder interviews including:
 - i. Draft appropriate notice(s) for partner organizations to inform and solicit engagement as needed;
 - ii. Identification of relevant studies and/or research papers related to current governance space in Canada and specific to Indigenous governance development opportunities and barriers;
 - iii. Preparing stakeholder engagement plans and any other tools required; and,
 - iv. Provision of technology and facilities required for efficient, flexible stakeholder engagement.
- c) Preparation of a draft report for presentation to the Committee prior to its finalization. The report should include at minimum:
 - i. Background and contextual information
 - ii. Methodology and any assumptions
 - iii. Observations
 - iv. Recommendations
- d) Possible presentation of final report to the Committee, Partner Organization Boards or decision making bodies, and various government and private sector stakeholders, may be required.

5 REQUIREMENTS

In order for a proposal to be considered, a Proponent must clearly demonstrate that they meet the requirements set out in Section 7.1 (Criteria) of the RFP.

This section includes “Response Guidelines” which are intended to assist Proponents in the development of their proposals in respect of the weighted criteria set out in Section 7.2 of the RFP. The Response Guidelines are not intended to be comprehensive. Proponents should use their own judgement in determining what information to provide to demonstrate that the Proponent meets or exceeds the Committee’s expectations.

Please address each of the following items in your proposal in the order presented. Proponents may find it helpful to use the individual Response Guidelines as headings for proposal responses.

5.1 Capabilities

5.1.1 RELEVANT EXPERIENCE

The Proponent and any subcontractors of the Proponent included in its proposal should have a minimum of 3 years within the past 5 years providing services of a similar scope and complexity. Similar scope and complexity are defined as:

- a) Direct involvement in other significant governance reviews and/or assessments;
- b) Demonstrated ability to conduct detailed governance review analysis and identify options for improvement;
- c) Direct experience with Indigenous communities and organizations. (Being a majority owned Indigenous firm is an asset.)

5.1.2 REFERENCES

Proponents must provide a minimum of two (2) references (names, organizations and contact information) of individuals who can verify the quality of work provided specific to the relevant experience of the Proponent and of any subcontractors named in the proposal. References from the Proponent’s own organization or from named subcontractors are not acceptable.

The Committee may in its sole discretion, but is under no obligation to, check Proponent and subcontractor references without first notifying the Proponent or its subcontractors. The Committee reserves the right to seek additional references independent of those supplied by the Proponent, including internal references in relation to the Proponent’s and any subcontractor’s performance under any past or current contracts, or other verifications as are deemed necessary by the Committee to verify the information contained in the proposal and to confirm the suitability of the Proponent.

Further to the reservation of rights under Section 2.22, if the Proponent is deemed unsuitable by the Committee 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.

5.1.3 RESPONSE GUIDELINES FOR CAPABILITIES

1. Name a contact person for the Proponent, and include this person's address, phone, and email address. This information will not be evaluated but will be used to contact the Proponent as required.
2. Provide descriptions for similar projects managed over the past 5 years that demonstrate the minimum 3-year experience requirement.
3. Provide a minimum of two (2) references specific to the experience cited, each of which includes a contact name, phone number and email address.

5.2 Approach

5.2.1 LITERATURE REVIEW

The proponent must include in its proposal specific methodology for identification of additional publications, and determination of relevance of each, to ensure informed development of the governance review considering the current and projected economic environment.

5.2.2 ENGAGEMENT

The proponent must include in its proposal specific methodology for identification and interview of key institutions, organizations and others to ensure in-depth input is solicited from all interested parties.

Response Guidelines for Approach

1. Include details of assigned staff and/or management experience in research and methodology to ensure literature review is inclusive and relevant.
2. Include methodology for determining the scope and depth of research required.
3. Include a detailed project work plan to demonstrate its ability to deliver the governance review on time and within budget including specific examples from previous governance review experience.

5.3 Price

Prices quoted will be deemed to be:

- a) in Canadian dollars;
- b) for planning purposes, the cost of the governance review is estimated to be \$45,000 to \$70,000
- c) inclusive of duty, FOB destination, and delivery charges where applicable; and,
- d) inclusive of any applicable taxes.

Response Guidelines for Price

1. Fees must be included as a fixed price quote.
2. The proposal must provide a detailed work plan including time requirements, who is responsible and hourly rates of assigned staff to support the fixed price quote.
3. Fees associated with travel time must be included as a separate item.
4. Pricing must detail separately any administrative and travel cost estimates to be billed in addition to the fees.

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5. NACCA will not pay for any costs or expenses not included in the proposed pricing.

6 PROPOSAL FORMAT

Proponents should ensure that they fully respond to all requirements in the RFP in order to receive full consideration during evaluation.

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- a) Signed cover page (see section 7.1 Criteria).
- b) Table of contents including page numbers.
- c) A short (one or two page) summary of the key features of the proposal.
- d) The body of the proposal, including pricing, i.e. the “Proponent Response”.
- e) Appendices, appropriately tabbed and referenced.
- f) Identification of Proponent (legal name).
- g) Identification of Proponent contact (if different from authorized representative) and contact information.

7 EVALUATION

Evaluation of proposals will be by the Committee formed by the partner organizations.

The partner organizations intent is to offer a Contract to the Proponent who has met all 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 weighted criteria.

However, should the top qualifying Proponents be within 5 points of each other, an interview process may be conducted with a scoring out of 10 to further evaluate the Proponents prior to Proponent selection. The Proponent with the highest score after the interview process may not necessarily be the Proponent selected.

7.1 Criteria

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

Criteria
The proposal must be received at the Closing Location before the Closing Time.
The proposal must be in English.
The proposal must be submitted using one of the submission methods set out on the cover page of the RFP and in accordance with Section 2.3.
The proposal must either (1) include a copy of the cover page that is signed by an authorized representative of the Proponent or (2) otherwise identify the RFP, identify the Proponent and include

Criteria
the signature of an authorized representative of the Proponent that confirms the Proponent's intent to be bound, or (3) be submitted by email in accordance with the requirements set out in Section 2.2.
Capabilities/Experiences must be addressed as described in Section 5.1. Including past experience working with Indigenous communities, organizations and/or businesses. (Being a majority owned Indigenous firm is an asset.)
Approach must be detailed as described in Section 5.2.
Pricing proposal as per requirements set out in Section 5.3.

7.2 Weighted Criteria

Proposals meeting all of the criteria will be further assessed against the following weighted criteria.

Weighted Criteria	Weight	Minimum score
Capabilities/Experience (section 5.1)	7	35/70
Approach (section 5.2)	6	30/60
Experience working with Indigenous communities, organizations and/or businesses	5	25/50
Being an Indigenous owned and controlled firm (10 points for Yes, 5 points for joint venture, 0 points for No)	2	0/20
TOTAL	20	90

Proponents that do not meet a minimum score within a weighted criterion will not be evaluated further.

7.3 Price Evaluation

Proposals will be evaluated on technical point-rated criteria and price; therefore, the lowest priced proposal may not be the successful bidder.

8.0 RELATED DOCUMENTS

INCORPORATION PAPERS AND BYLAWS

NACCA GOVERNANCE REVIEW Report Summary – 2021

Consultants can contact NACCA to receive e-copies to assist with the preparation of their submissions. Please contact Cory McDougall, Chief Operating Officer at cmcdougall@nacca.ca.

Appendix A – Consulting Agreement

CONSULTING AGREEMENT

Contract ID: XXXX_XXX_XXXXXXXXXX_XX_XX

THIS AGREEMENT is dated the XX day of XXXXXX, 20XX

BETWEEN:

National Aboriginal Capital Corporations Association

338 Somerset Street West

Ottawa, Ontario

K2P 0J9

- and -

Company

Business Type: Choose an item.

Street Address

City, Province, Postal Code

Email

Business Number, if applicable

HST Number, if applicable

Is the individual/*business undertaking the work of Indigenous Heritage: Choose an item.

WHEREAS NACCA desires to engage the Consultant to provide services to the Client for the term of this Agreement and the Consultant has agreed to provide such services, all in consideration and upon the terms and conditions contained herein;

NOW THEREFORE it is hereby agreed as follows:

1. Services

The Client agrees to engage the Consultant to provide the services described in Schedule "A" attached hereto and the Consultant has agreed to perform and provide such services (collectively the "Services").

2. Term

The term of this Agreement shall begin on Year/Month/Day and continue until Year/Month/Day, unless terminated earlier as set forth in this Agreement. The term of this Agreement may be extended by mutual agreement between the parties.

The Contractor will perform the services in a competent and professional manner to the satisfaction of NACCA.

3. Fee:

(a) The Client agrees to pay the Consultant a total fee for the Services provided by the Consultant under the Agreement in the amount of XXXX plus any expenses as authorized under this Agreement. The Services to be provided by the Client are described in Schedule "A" attached hereto.

(b) The fees paid by the Client to the Consultant under this Agreement shall include any applicable goods and services taxes.

(c) The Consultant agrees to follow the requirements described in Schedule "B" attached hereto when preparing an invoice for payment under this Agreement.

4. Payments

The supplier will provide the consulting services to NACCA. During the term of this Agreement, the Contractor will invoice NACCA as follows:

Daily/Hourly Rate: \$ _____ Flat Rate: \$ _____

5. Invoicing

The invoice will include a summary of the services performed and/or the deliverables completed by task. Subject to satisfactory completion of these services, NACCA will pay the Contractor's invoice within 30 days following receipt of the Contractor's invoices. All supporting documentation should be included with the invoices. See Schedule "B".

6. Terms and Conditions

The contractor may not assign its rights under this Agreement.

This written Agreement constitutes the entire agreement between NACCA and the Contractor. Each acknowledges that no promises or representations have been made to or by the other and that there are no terms or understandings relating to the Agreement, other than those contained in this document. The parties specifically exclude recourse to any remedies in tort and acknowledge their intent that all rights and liabilities pertaining to their relationship be as set out in this written Agreement (or in any subsequent modification of it, provided it is in writing and signed by both parties).

7. Expenses

Expenses will only be paid for by the Client upon presentation of proper accounts, statements, invoices or receipts for such items, as detailed specifically herein. NACCA follows the policies, directives, standards and guidelines of the Treasury Board of Canada Secretariat.

8. Compliance

- (a) The Consultant shall comply with all applicable federal, provincial and municipal laws, rules and regulations arising out of or connected with the performance of the Services under this Agreement by the Consultant or its employees.
- (b) The Consultant shall be responsible for all Unemployment Insurance Contributions, Canada Pension Plan contributions, Income Tax and Workers' Compensation payments relating to or arising out of the fees paid to the Consultant under this Agreement and the Services performed by the Consultant or its employees. Payments relating to any of the above shall be the responsibility of the Consultant and shall be forwarded by the Consultant as appropriate, directly to the government agencies involved. Proof of compliance with this requirement shall be available to the Client upon request.
- (c) In the event that any taxing authority, for whatever reason, seeks from the Client any Unemployment Insurance Contributions, Canada Pension Plan contributions, Income Taxes or Workers' Compensation payments, the Consultant agrees to indemnify the Client and any of its directors, officers and employees, for the full amount of any such contributions or payments (including any applicable interest and penalties thereon).

9. Confidentiality and Ownership of the Work

The Contractor acknowledges that it will be acting solely for NACCA's benefit in performing the services hereunder and; it agrees that it will never disclose to anybody other than NACCA any information regarding the project nor otherwise relating to the business and affairs of NACCA or the client, other than information properly in the public domain.

All work product generated by the Contractor in performing the services shall be given and shall belong to NACCA.

NACCA requires the Contractor to sign confidentiality and/or non-disclosure agreements with respect to its affairs generally; the Contractor agrees to sign and comply with such agreements. (See Schedule C)

10. Other Services

The Consultant will be free to perform consulting and other services to the Consultant's other clients during the term of this Agreement, provided however, that the Consultant shall ensure that the Consultant is able to perform the Services pursuant to this Agreement in a timely and professional fashion. The Consultant agrees not to perform services for the Consultant's other clients which may create a conflict of interest or interfere with the Consultant's duties pursuant to this Agreement.

11. Termination

(a) In the event that the Consultant or Client breaches this Agreement, or otherwise fails to perform the Services in accordance with the terms of this Agreement, either party may terminate this Agreement immediately and without notice for cause. Either party may terminate this Agreement at any time, without cause or reason, upon giving 30 days advance written notice to the other.

(b) Upon termination of this Agreement:

- (i) the Client's obligations to the Consultant, and the Consultant's obligations to the client under this Agreement shall terminate except for obligation of the Client to pay any fees and expenses in accordance with the terms of this Agreement, to the date of termination; and
- (ii) the Consultant's obligations to the Client under this Agreement shall terminate except those obligations which are specifically expressed to survive the termination of this Agreement.

12. Indemnification

(a) The Client undertakes to, and does hereby agree to, indemnify the Consultant and any employees of the Consultant against any and all actions, suits, claims, costs, demands, losses, damages and expenses which may be brought against or suffered by them or which they may sustain, pay or incur by reason of the breach by the Client of any of the provisions of this Agreement. The Client further agrees that the Consultant and any employees of the Consultant will be covered by any general liability purchased for its own directors and employees, subject to the terms of the insurance policy purchased.

(b) The Consultant undertakes to, and does hereby agree to, indemnify the Client and its heirs, directors, officers and employees against any and all actions, suits, claims, costs, demands, losses, damages and expenses which may be brought against or suffered by them or which they may sustain, pay or incur by reason of any breach by the Consultant of any of the provisions of this Agreement.

13. Governing Law

This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

14. Severability

If any provision of this Agreement, or the application of such provision to any person or in any circumstance, shall be determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement, and the application of such provision to any person or in any circumstance other than that to which it is held to be invalid, illegal or unenforceable, shall not be affected thereby.

15. Amendments

Any amendment to this Agreement must be in writing and signed by both parties hereto.

16. Lead Contact

The Parties acknowledge that the following are lead contacts for this contract and are integral to the successful performance of the Services by the Consultant under this agreement.

Services provider lead contact: **Name of Person**

NACCA employee lead contact: **Name of Person**

IN WITNESS WHEREOF the parties hereto have signed this Agreement as of the day and year first above written.

NATIONAL ABORIGINAL CAPITAL CORPORATIONS ASSOCIATION

By: _____ Date: _____

Name: **NACCA Staff**

Title: **XXXXX**

NAME OF COMPANY

By: _____ Date: _____

Name:

Title:

SCHEDULE "A"

INCORPORATION PAPERS AND BYLAWS

CORPORATE STRUCTURE

* Successful candidate will receive

- Previous NACCA Governance Review
- NACCA GOVERNANCE REVIEW Report Summary – 2021
- All Terms of Reference and Relevant Policies
- Board Compensation Review