

INSTRUCTIONS TO APPLICANTS

1. This Call for Proposals (CFP) package consists of the components described below:

Selection and Evaluation Criteria

- Your proposal will be evaluated against the criteria described in the Selection and Evaluation Criteria. The proposal should clearly identify whatever experience and knowledge you feel will assist the Evaluation Committee to assess your suitability in light of these criteria. Please note that your proposal is the basis of evaluation.

First Nation Water and Wastewater 24/7 Technical Support and First Response Program Terms of Reference

- This material is provided for your information only. It details the specific Funding Agreement terms and conditions you will be bound by if you are the successful applicant. You do not need to return this information with your proposal. The Terms of Reference contain the following sections:
 - General Conditions
 - Supplementary Conditions
 - Terms of Payment
 - Fee Schedule
 - Applicants **must** complete the Fee Schedule and submit it with the Financial Proposal on or before the specified closing date and time.
 - Statement of Work
 - Intellectual Property
 - Travel and Expense Information
 - Insurance Conditions
 - Applicants are required to submit with their proposal, a letter from an acceptable Insurance company which indicates their commitment to issue a policy in accordance with the requirements under this section.
2. Applicants must provide all information necessary for Indigenous Services Canada to consider and evaluate their proposals as indicated in this CFP. It is the sole responsibility of the applicant to provide sufficient information in their proposal to enable ISC to complete its evaluation.
 3. Two (2) copies of your technical proposal and one (1) copy of your financial proposal (enclosed in a separate sealed envelope) must be delivered on or before the date and time stipulated in the Letter of Invitation. Electronically transmitted bids will not be accepted.
 4. CFP Envelope Submissions:
 - Applicants must clearly identify, on the envelope containing their Technical Proposal, the following:
 - Project Name: 24/7 Technical Support and First Response Program
 - "CFP Technical Documents Enclosed"
 - Applicant Name and Address

- Applicants must clearly identify, on the envelope containing their Financial Proposal, the following:
 - Project Name: 24/7 Technical Support and First Response Program
 - “CFP Financial Documents Enclosed”
 - Applicant Name and Address
- 5. Applicant’s GST/HST Registration Number
 - Applicants registered in the Federal Goods and Services Tax Program or the Harmonized Sales Tax Program shall set out the registration number in their proposal.
- 6. Language of Funding Agreement Documents
 - Should your proposal be successful following the evaluation process, the language of the Funding Agreement will be the same as the language you chose to use in your proposal.
- 7. Proposal Signatures
 - In order to be considered, proposals must be signed by the Applicant or by an authorized representative of the Applicant. If a proposal is being submitted by a joint venture, the proposal must clearly state that it is submitted as a joint venture and must be signed by all members of the joint venture, or, a statement must be provided to the effect that the signatory represents all members of the joint venture.
- 8. Legal Capacity
 - The Applicant must have the legal capacity to enter into a Funding Agreement. If the Applicant is a sole proprietorship, a partnership or a corporate body, the Applicant must provide, if requested by ISC, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Applicants submitting a bid as a joint venture.
- 9. Debriefing
 - A debriefing will be provided, by request, only following entry by ISC into a Funding Agreement with the successful Applicant(s). Should an Applicant desire a debriefing, the Applicant must contact Kaitlyn Kaskiw by email at Kaitlyn.kaskiw@canada.ca within fifteen (15) working days of receipt of notification that their proposal was unsuccessful. The debriefing will include an outline of the reasons the submission was not successful, making reference to the evaluation criteria. The confidentiality of information relating to other submissions will be protected.
- 10. Bidders Recourse

If, despite the information provided during the debriefing, an Applicant is still dissatisfied with ISC’s handling of the procurement, the following recourse mechanisms are available:

10.1 in the case of all procurements, unsuccessful bidders have the right to file a written complaint with the Departmental Procurement Review Committee, Department of Indian Affairs and Northern Development;

10.2 in the case of procurements subject to the Agreement on Internal Trade (AIT), the North American Free Trade Agreement (NAFTA), the World Trade Organization - Agreement on Government Procurement (WTO-AGP), the Canada - Chile Free Trade Agreement (CCFTA) or the Canada – Peru Free

Trade Agreement (CPFTA), unsuccessful bidders have the right to file a written complaint with the Canadian International Trade Tribunal; and/or

10.3 in the case of procurements not subject to trade agreements, unsuccessful bidders have the right to bring action in Federal Court.

Bidders are requested to contact the Procurement Official identified in the Request for Proposals, Letter of Invitation for further information regarding complaint filing procedures.

11. Proposal Validity Period

- Proposals will remain open for acceptance for a period of not less than ninety (90) days from the closing date of the CFP, unless otherwise indicated by ISC.
- Notwithstanding the bid validity period stipulated in this CFP, ISC reserves the right to seek an extension from all responsive Applicants, within a minimum of three (3) days prior to the end of such period. Applicants shall have the option to either accept or reject the extension.
- If the extension referred to above is accepted, in writing, by all those who submitted responsive proposals, ISC shall continue immediately with the evaluation of the proposals and its approval processes.
- If the extension referred to above is not accepted, in writing, by all those who submitted responsive bids then ISC shall, at its sole discretion, either: (a) continue to evaluate the responsive proposals of those who have accepted the extension and seek the necessary approvals; or (b) cancel the CFP; or (c) cancel and re-issue the CFP.

12. Receipt and Custody of Proposals

- Proposals must be received by the closing date and time shown in the Letter of Invitation.
- Proposals received after the closing time will not be considered and will be returned unopened to the sender.
- Proposals received on or before the stipulated CFP closing date and time will become the property of Canada and will not be returned.
- All proposals in the property of Canada (received on or before the stipulated CFP closing date) are subject to the provisions of the Access to Information Act.

13. Compliance with CFP Instructions, Conditions and Resulting Funding Agreement Terms and Conditions

- Applicants who submit a proposal in response to this CFP agree to be bound by the instructions, clauses and conditions of this solicitation and accept the terms and conditions of the resulting Funding Agreement. Proposals not in compliance with this requirement will be given no further consideration.

14. Successful Applicant and Entering into a Funding Agreement

- ISC intends to award one (1) Funding Agreement to a professional organization with experience in the provision of Water and Wastewater technical support services.

15. Basis of Fees and Cost Quotation

- As part of their Proposal, Applicants must complete a **Fee Schedule** and submit it, with their Financial Proposal to ISC on or before the specified closing date and time.

- Applicants are required to quote fixed per hour rates (exclusive of GST/HST) for a 8.0 hour day applicable over the time period indicated, using the chart format provided in the **Selection and Evaluation Criteria**, as well as a total estimated cost for services outlined in the *Statement of Work*.
- At no time will time rates include such things as travel/administrative expenses, or GST/HST as such practices inflate time rates, do not reflect market/going rates and may prejudice against an Applicant from entering into a Funding Agreement with ISC.
- The fixed per hour rate(s) will be inclusive of all payroll, overhead costs and profits required to complete the work (Note: per diem and hourly rate(s) are not to be quoted as ranges).
- Applicants are requested to include in their proposals estimates for travel, accommodations and meal expenses for Phase 2 On-site responses based on an estimate of 35 responses to First Nations in rural and remote/special access locations.

16. Applicant Notification

- Applicants will be notified in writing of the successful Recipient(s) name and address, once ISC has completed the evaluation of all valid proposals received.

17. Intellectual Property

- ISC has determined that any Intellectual Property arising from the performance of the work under the Funding Agreement will vest in Canada for the following reason: statutes, regulations or prior obligations of Canada to a third party or parties preclude recipient ownership of the Intellectual Property Rights in Foreground Information.

18. Communications During CFP Period

- To ensure the integrity of the CFP process, enquiries and other communications from the issue date up to the closing date and time, are to be directed only to Kaitlyn Kaskiw by e-mail at Kaitlyn.kaskiw@canada.ca. Enquiries and other communications are not to be directed to any other government official(s).

SELECTION AND EVALUATION CRITERIA

MANDATORY REQUIREMENTS

Applicants' proposals **MUST** meet **ALL** of the Mandatory Requirements in order for their proposals to be considered for further evaluation. Failure on the part of the Applicant to meet any one (1) or more of the Mandatory Requirements will result in their proposal being deemed non-compliant, with the proposal being given no further consideration.

Mandatory Requirement	Meets Requirement (Yes/No)
<p>M1: Lead Resources</p> <p>a) The Applicant MUST name within its Proposal at least two (2) Lead Resources, who comprise the First Response Team which clearly identifies their related qualifications to respond to water and wastewater emergencies, as they occur, as described in the Statement of Work.</p> <p>The Applicant MUST include within its Proposal a current detailed curriculum vitae (CV) for the Lead Resource named in their Proposal.</p> <p>CVs should include:</p> <p>a) Relevant work/project experience (chronologically indicated in years/months, e.g. May 2013 to March 2018), including a brief description of the services provided and for whom;</p> <p>b) Proof of Professional Designation;</p> <p>c) Relevant skill and ability application; and</p> <p>d) Relevant academic and professional attainments in relation to the minimum qualifications of the Lead Resources as defined in the Statement of Work. All formal training should be listed chronologically; the title of the course or program and duration in days or months should be included.</p>	
<p>M2: First Response Team</p> <p>The Applicant's proposed First Response Team MUST demonstrate evidence of previous/current relevant qualifications and experience in providing the full range of ISC's required tasks and activities as defined in the Statement of Work. Proposed resources MUST have previous and relevant experience with water and wastewater treatment/assessment systems obtained within the last three (3) years (calculated on the closing date of the CFP).</p> <p>The Applicant MUST include within its Proposal a current detailed curriculum vitae (CV) for each Team member named in their Proposal.</p> <p>CVs should include:</p> <p>e) Relevant work/project experience (chronologically indicated in years/months, e.g. May 2013 to March 2018), including a brief description of the services provided and for whom;</p> <p>f) Relevant skill and ability application; and</p>	

g) Relevant academic and professional attainments of the proposed person(s) in relation to ISC's requirements as defined in the Statement of Work. All formal training should be listed chronologically; the title of the course or program and duration in days or months should be included.

M3: Project Summaries

The Applicant **MUST** provide two (2) written project summaries describing in detail the Applicant's current and previous experience in successfully providing similar services, as described in the Statement of Work, during the past five (5) years (calculated on the closing date of the CFP). Along with EACH project summary, the Applicant **MUST** provide the name and one means of contact (i.e. e-mail address or telephone number) of the client project authority to whom the Applicant reported.

At least one (1) of the submitted projects MUST have involved the provision of services for First Nation Water and Wastewater assessment, providing technical support and/or responding to emergencies OR the provision of services in Water and Wastewater assessment, providing technical support and/or responding to emergencies in Northern locations.

The Applicant **MUST** clearly identify the **one (1)** project summary by using the following title: **Project Summary: R-1**

The Applicant's proposed **Lead Resource(s)** (see Mandatory Requirement **M1**) **MUST** have been actively engaged in **at least one (1)** of the submitted projects.

As evidence of compliance with M2, Applicants cannot use an individual proposed Resource's project experience obtained while working for or on behalf of another entity. Irrespective of the qualifications and experience of the proposed Resource, if the project was not entered into and successfully completed by the Applicant, the project summary cannot be submitted as evidence of the Applicant's compliance with M3.

Within each project summary provided, the Applicant should indicate (a-i):

- a) the name and a brief description of the client organization;
- b) a brief description of the scope and complexity of the project;
- c) the dates/duration (in years/months) of the project;
- d) the dollar value of the project to the Applicant;
- e) the number and role of Applicant Resources/personnel involved in the project,
- f) the total Applicant level of effort (in days) for the duration of the project;
- g) a description of the services provided by the Applicant during the project;
- h) a summary of the project objectives, needs, and issues which necessitated the contribution of the Applicant, together with the particular contributions of the Bidder project team members; and
- i) the outcome and results of the Applicant's contribution, together with the extent to which the project finished on-time, on-budget and in accordance with the established project goals.

See the following form 'Project Summary' below for a suggested format for submission

of project information. The Applicant is encouraged to provide detailed responses for each of the requirements set out in the Summary.

ISC reserves the right to contact the named client references for the purpose of verifying the accuracy and veracity of the information provided in the Applicant's Proposal. Should ISC choose to contact the references and should one (1) or more provide a negative reference regarding the accuracy or veracity of the Applicant's Proposal, the Proposal will be deemed non-compliant and given no further consideration.

Form M3: Project Summaries

Firm Name:		Project Name:	
Client Organization:			
Project Scope and Objectives:			
Dates/Duration: (in years/months)		Number of Resources Involved:	
Project Dollar Value to Bidder:			
Resource(s) Utilized:	Role / Responsibility:	Level of Effort (Days):	
Extent and Role of the Bidder's involvement in the Assignment, including project outcome and results:			
Client Project Authority (to whom the Bidder reported) Name, Title, E-mail address, Phone Number			

POINT-RATED CRITERIA

Only those Proposals meeting **ALL** of the above Mandatory Requirements will be deemed compliant and will be evaluated by the ISC Evaluation Committee on the basis of the Point-Rated Criteria.

Applicants **MUST** achieve a minimum score overall on the Point-Rated Criteria, in order to be evaluated on the basis of their Financial Proposal.

Applicants failing to meet the minimum required score on the Point-Rated Criteria will be deemed non-compliant and given no further consideration

Evaluation in response to these criteria is based on a "rules of evidence" approach; that is, the ISC Evaluation Committee may only evaluate an Applicant on the basis of the contents of the Applicants' submitted proposal, and **NOT** on any prior knowledge or experience with the Applicant or the Applicants' work. It is the responsibility of the Applicant to ensure the completeness, clarity, and provision of sufficiently detailed evidence to enable the ISC Evaluation Committee to evaluate the Applicant's proposal on basis of the criteria contained within.

Point-rated Criterion	Weight	Evaluation Factors
<p>R1 Firm Project Summary</p> <p>The Firms stated experience, inclusive of the one (1) project summary submitted as evidence of compliance with Mandatory Requirement M3 will be evaluated on the basis of their relevance to ISC's requirements for the provision of services for First Nation Water and Wastewater assessment, providing technical support and/or responding to emergencies OR the provision of services in Water and Wastewater assessment, providing technical support and/or responding to emergencies in Northern locations; in breadth, nature, size, scope, complexity and approach.</p>	<p>/30</p>	<p>Up to a maximum of 30 points, based on the following factors (a-c):</p> <p>Applicability of the Applicant's experience in Water and Wastewater assessment, providing technical support and/or responding to emergencies services based on the following:</p> <ul style="list-style-type: none"> a) Experience providing assessment, technical support and/or responding to emergencies for water and wastewater systems to First Nation and/or Indigenous populations within the past five (5) years (calculate at the close of this CFP) to (up 12 points); b) Project involved the provision of services in a Northern Location (up to 8 points). c) Project involved the provision of services in relevance and similarity of <i>scope, complexity, and range</i> of services provided in ISC's required range of services, as described in the Statement of Work (up to 10 points).
<p>R2 First Response Team</p> <p>The proposed First Response Team will be evaluated on the basis of their relevance to ISC's requirements for undertaking and delivering a technical support and first response service (as outlined in the Statement of Work) in breadth, nature, size, scope, complexity and approach.</p> <p>Based on CVs submitted in compliance</p>	<p>/30</p>	<p>Up to a maximum of 30 points, based on the extent to which the proposed First Response Team is relevant to ISC's requirements, as described in the Statement of Work. The following factors (a-d) will be evaluated:</p> <ul style="list-style-type: none"> a) Proposed First Response Team members (up to a maximum of 10 points, based on the following): <ul style="list-style-type: none"> • total number of project team members with organizational/team chart. • list of key personnel that will be assigned to the present project along with these individuals'

<p>with Mandatory Requirement M1 and M2, this criterion evaluates the applicability, depth and breadth of the Applicant's compliant named resources on a collective basis. As such, demonstrated evidence of the Applicant's named resources' experience, understanding and knowledge acquired while working for the Applicant or for other organizations will be considered; provided that it is applicable to the CFP.</p>		<p>resumes and, in particular, the credentials of the proposed Area Operation Manager.</p> <ul style="list-style-type: none"> • qualifications and experience of personnel assigned. • identification of any proposed sub-contracting. <p>b) Up to a maximum of 10 points for relevance and similarity of <i>scope, complexity, and range</i> of listed past experience and qualifications for the First Response Team members relation to the following (up to 1 point per listed item):</p> <ul style="list-style-type: none"> • First Nation involvement; • Data and record collection and providing technical advice and guidance; • Water sampling and interpretation of sample results; and, • Synthesizing and summarizing data <p>c) Applicability of the Applicant's resources' experience in Water and Wastewater assessments, providing technical support and/or responding to water/wastewater emergencies (up to a maximum of 10 points, based on the following):</p> <ul style="list-style-type: none"> • substantiation of the First Response Team's experience and operational context in which that experience, understanding and knowledge was obtained (up 10 points); • Evidence how each resource(s) was involved in obtaining experience and a clear indication of time allocations (up to 10 points). <p>d)</p>
<p>R3 Proposal and Project Understanding</p> <p>The proposal clearly demonstrates an understanding of the project, including an awareness of the background documents, and demonstrates some thought into the delivery of services and how they might impact First Nation communities inclusive of providing technical support, recommendations and conducting on-site assessments and support.</p>	<p>/20</p>	<p>Up to a maximum of 20 points, The depth and detail of the proposal which indicates an understanding of the requirements of the Statement of Work and the complexity of the assignment. The proposal must outline how the outcomes and results will be achieved as per the Statement of Work.</p>
<p>R4 Proposed Approach and Methodology</p>	<p>/20</p>	<p>Up to a maximum of 20 points will be awarded for the Applicant's proposed Project Management Approach and Methodology for the delivery of the 24/7 Technical Support</p>

<p>The Applicant must provide a detailed description of its proposed Project Management Approach and Methodology for the provision of services to ISC under the resulting Funding Agreement.</p>		<p>and First Response Program, based on the following factors:</p> <ul style="list-style-type: none"> a) demonstration of an understanding of ISC program requirements, including an understanding of the objectives and intended outcomes of the program, project risks and constraints, and working in Northern/Remote conditions (up to 7 points); b) proposed mechanisms and practices for controlling time, cost, quality, and performance measures and project governance, including proposed reporting mechanisms to be put in place to ensure that the ISC Departmental Representative is kept informed of the progress of assigned work and appraised of evolving issues throughout the course of the assigned work (up to 10 points); and, c) a detailed outline of how the project team will be organized which support the Project Management Approach. A decision tree and/or flow chart should be included in the proposal. (up to 3 points)
<p>Total Point-rated Criteria</p>	<p>/100</p>	<p>BIDDERS MUST ACHIEVE A MINIMUM SCORE OF 70% (70/100) OVERALL ON POINT-RATED CRITERIA R1-R4-, IN ORDER TO BE EVALUATED ON THE BASIS OF THEIR FINANCIAL PROPOSAL.</p>

SUCCESSFUL PROPOSALS

In order to be deemed acceptable, proposals must meet all the mandatory requirements and must achieve a pass-mark of 70% in the evaluation of rated requirements.

COST OF SERVICE (FINANCIAL PROPOSAL)

The applicant's fee proposal as submitted on a Cost of Services Form in a separate cost envelope. Evaluated as indicated below in the Evaluation Procedure.

The total price submitted in each acceptable proposal will be divided by its respective rating score and the proposal offering the lowest cost per point will be deemed to represent best value to ISC. A sample of a proposed budget template has been included below.

Technical Support Telephone Services:

Item	Type	Units	Rate	Cost
Establishing 24/7 Toll Free Telephone number (MOECC Spills Action Centre or Equivalent)	Fixed			
Toll Free Number Soft Transfer Service	Monthly			
24/7 Certified Operator Services	Monthly			
Administration Fee – program delivery	Fixed			

First Response Community On-Site Services:

Item	Type	Units	Rate	Cost
24/7 Response Staff	Hourly			
24/7 Support Staff	Hourly			
Specialized Technicians (please itemize)	Hourly			
Remote Community Travel/Accommodation	Estimate			
Special Access Travel/Accommodation	Estimate			
Essential Equipment (please itemize)	Estimate			
Administration Fee – reporting	Fixed			
Total Estimate Cost				\$

Note:

- First Response community on-site service estimate to be based on 35 responses to remote/special access/case First Nations. Estimate 1.5 days per response and two staff per visit. A detailed breakdown of the cost estimate is to be provided.
- The Recipient and ISC reserve the right to call for a review of the initial budget established. Monthly and quarterly reports submitted may be used to adjust funding levels as required.
- The Recipient must inform ISC of circumstances relating to unforeseen costs or changes to the scope of services provided where increases or decreases to the proposed budget may be required, subject to approval by ISC.
- On-site costs to include staff time, travel and accommodation.
- Note that any parts required are the responsibility of the First Nation. If the First Nation does not have sufficient O&M funding to cover these costs, the service provided is to contact ISC to authorize these costs through the 24/7 services.
- First Response on-site community visit accommodations are the responsibility of the Recipient. Should an overnight stay be required, were no commercial accommodations are available; arrangements need to be made with the First Nation directly.

SELECTION

Only acceptable proposals will be considered.

FUNDING AGREEMENTS – ARTICLES OF AGREEMENT

Sample Funding Agreement for First Nations and Tribal Councils



2018_19_FN_TC_FUNDING_AGREEMENT_

Sample Generic Funding Agreement for Project-based Funding



2018_19_-_PLAIN_PROJECT_MODEL.PDF

Table of Contents

SECTION A – GENERAL CONDITIONS (GC)	3
<i>Interpretation (GC1)</i>	3
<i>Successors and Assigns (GC2)</i>	3
<i>Assignment (GC3)</i>	3
<i>Time of the Essence (GC4)</i>	4
<i>Indemnification (GC5)</i>	4
<i>Notices (GC6)</i>	5
<i>Termination or Suspension (GC7)</i>	5
<i>Termination due to Default of Recipient (GC8)</i>	6
<i>Accounts and Audits (GC9)</i>	7
<i>Conflict of Interest (GC10)</i>	7
<i>Recipient Status (GC11)</i>	7
<i>Warranty by Recipient (GC12)</i>	7
<i>Amendments (GC13)</i>	8
<i>Entire Agreement (GC14)</i>	8
SECTION B – SUPPLEMENTARY CONDITIONS (SC)	9
<i>Release and Disclosure of Proprietary, Personal and Third Party Information (SC1)</i>	9
<i>Sales Tax (SC2)</i>	9
<i>Identification/Access Card (SC3)</i>	9
<i>Official Languages (SC4)</i>	10
<i>Non-Residents Who Perform Services in Canada (SC5)</i>	10
<i>Criminal Code of Canada (SC6)</i>	10
<i>Gender-Based Analysis (SC7)</i>	10
<i>Certification/Contingency Fees (SC8)</i>	11
<i>Former Public Servants (SC9)</i>	11
<i>Intellectual Property (SC10)</i>	12
<i>Federal Goods and Services Tax (GST)/Harmonized Sales Tax (HST) Program (SC11)</i>	12
<i>Conflict of Interest and Post-Employment Code (SC12)</i>	12
<i>Personnel Replacement and Substitutions (SC13)</i>	13
<i>Insurance Requirements (SC14)</i>	14
<i>Option to Extend Funding Agreement (SC15)</i>	14
<i>Cost Limitation (SC16)</i>	15
SECTION C – TERMS OF PAYMENT (TP)	16
<i>Terms of Payment (TP1)</i>	16
<i>Method of Payment and Invoicing Instructions (TP2)</i>	17
SECTION D FEE SCHEDULE (FS)	19
<i>Fee Schedule (FS1)</i>	19
SECTION E – STATEMENT OF WORK (SW)	20
<i>Title (SW1)</i>	20
<i>Background (SW2)</i>	20
<i>Objectives (SW3)</i>	20
<i>Scope of Work (SW4)</i>	21
<i>Deliverables (SW5)</i>	23

<i>Departmental Support (SW6)</i>	24
<i>Risk and Constraints (SW7)</i>	25
<i>Recipient Responsibilities (SW8)</i>	25
<i>Location of Work and Travel (SW9)</i>	26
<i>Duration (SW10)</i>	26
SECTION F – INTELLECTUAL PROPERTY (IP)	27
<i>Interpretation (IP1)</i>	27
<i>Disclosure of Foreground Information (IP2)</i>	27
<i>Canada to Own Intellectual Property Rights in Foreground Information (IP3)</i>	28
<i>License to Intellectual Property Rights in Background Information (IP4)</i>	29
<i>Right to License (IP5)</i>	30
<i>Access to Information; Exception to Recipient Rights (IP6)</i>	30
<i>Waiver of Moral Rights (IP7)</i>	30
<i>License to Intellectual Property Rights in Foreground Information (IP8)</i>	31
<i>No Right for Recipient to Sub-license (IP9)</i>	31
SECTION G - TRAVEL EXPENSE INFORMATION	32
SECTION H - INSURANCE CONDITIONS	33
<i>Insurance Coverage - General Conditions (IC1)</i>	33
<i>Commercial General Liability Policy Requirements (IC2)</i>	34
<i>Errors and Omissions Liability Insurance (IC3)</i>	36
<i>Automobile Liability Insurance (IC4)</i>	36
<i>Insurer's Certificate of Insurance - Attestation d'assurance d'un assureur (IC5)</i>	37
APPENDIX "A" ONTARIO REGION FIRST NATION GEOGRAPHIC INDICES	40
APPENDIX "B" ONTARIO REGION 2018-19 WATER/WASTEWATER SUPPORT SERVICES (HUB) PILOT LISTING WITH PARTICIPATING COMMUNITIES	40
APPENDIX "C" ONTARIO REGION 2018-19 DCI #3866547 CAPITAL FACILITIES AND MAINTENANCE PROGRAM – SPECIAL INITIATIVES REPORT	42
APPENDIX "D" ONTARIO REGION 2018-19 MONTHLY CALL LOG REPORT APPENDED TO DCI #460671 CAPITAL PROJECTS REPORT	43

This material is provided for your information only. It details the specific Funding Agreement terms and conditions you will be bound by if you are a successful Applicant. You do not need to return this information with your proposal.

Applicants are required to submit with their proposal, a letter from an acceptable Insurance company which indicates their commitment to issue a policy in accordance with the requirements of Section "H", Insurance Conditions.

SECTION A – GENERAL CONDITIONS (GC)

Interpretation (GC1)

1.1 In the Funding Agreement,

- 1.1.1 "Funding Agreement" means the Funding Agreement documents referred to in the Articles of Agreement;
- 1.1.2 "invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;
- 1.1.3 "Minister" includes a person acting for, or if the office is vacant, in place of the Minister and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the Funding Agreement;
- 1.1.4 "work", unless otherwise expressed in the Funding Agreement, means everything that is necessary to be done, furnished or delivered by the Recipient to perform the Recipient's obligations under the Funding Agreement;
- 1.1.5 "ISC Departmental Representative" means the officer or employee of Her Majesty who is designated by the Articles of Agreement and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the Funding Agreement;
- 1.1.6 "prototypes" includes models, patterns and samples;
- 1.1.7 "technical documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs.

Successors and Assigns (GC2)

- 2.1 The Funding Agreement shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

Assignment (GC3)

- 3.1 The Funding Agreement shall not be assigned in whole or in part by the Recipient without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.
- 3.2 No assignment of the Funding Agreement shall relieve the Recipient from any obligation under the Funding Agreement or impose any liability upon Her Majesty or the Minister.

Time of the Essence (GC4)

- 4.1 Time is of the essence of the Funding Agreement.
- 4.2 Any delay by the Recipient in performing the Recipient's obligations under the Funding Agreement which is caused by an event beyond the control of the Recipient, and which could not have been avoided by the Recipient without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- 4.3 The Recipient shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the ISC Departmental Representative, the Recipient shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Recipient will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Recipient shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 4.4 Unless the Recipient complies with the notice requirements set forth in the Funding Agreement, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 4.5 Notwithstanding that the Recipient has complied with the requirements of GC4.3, Her Majesty may exercise any right of termination contained in 0.

Indemnification (GC5)

- 5.1 The Recipient shall indemnify and save harmless Her Majesty and the Minister from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, error, omission or delay on the part of the Recipient, the Recipient's servants or agents in performing the work or as a result of the work.
- 5.2 The Recipient shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Recipient's obligations under the Funding Agreement, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Funding Agreement.

- 5.3 The Recipient's liability to indemnify or reimburse Her Majesty under the Funding Agreement shall not affect or prejudice Her Majesty from exercising any other rights under law

Notices (GC6)

- 6.1 Where in the Funding Agreement any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, by facsimile, electronic mail or other means of electronic transmission, addressed to the party for whom it is intended at the address mentioned in the Funding Agreement, and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; by facsimile, electronic mail or other means of electronic transmission, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

Termination or Suspension (GC7)

- 7.1 The Minister may, by giving notice to the Recipient, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- 7.2 All work completed by the Recipient to the satisfaction of Her Majesty before the giving of such notice shall be paid for by Her Majesty in accordance with the provisions of the Funding Agreement and, for all work not completed before the giving of such notice, Her Majesty shall pay the Recipient's costs as determined under the provisions of the Funding Agreement and, in addition, an amount representing a fair and reasonable fee in respect of such work.
- 7.3 In addition to the amount which the Recipient shall be paid under GCGC1, the Recipient shall be reimbursed for the Recipient's cost of and incidental to the cancellation of obligations incurred by the Recipient pursuant to such notice and obligations incurred by or to which the Recipient is subject with respect to the work.
- 7.4 Payment and reimbursement under the provisions of 0 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Recipient and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.
- 7.5 The Recipient shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Recipient under the Funding Agreement, exceeds the Funding Agreement price applicable to the work or the particular part thereof.
- 7.6 The Recipient shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of 0 except as expressly provided therein.

Termination due to Default of Recipient (GC8)

- 8.1 Her Majesty may, by notice to the Recipient, terminate the whole or any part of the work if:
 - 8.1.1 the Recipient becomes bankrupt or insolvent, or a receiving order is made against the Recipient, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Recipient, or if the Recipient takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
 - 8.1.2 The Recipient fails to perform any of the Recipient's obligations under the Funding Agreement, or, in the Minister's view, so fails to make progress as to endanger performance of the Funding Agreement in accordance with its terms.
- 8.2 In the event that Her Majesty terminates the work in whole or in part under GC0, Her Majesty may arrange, upon such terms and conditions and in such manner as Her Majesty deems appropriate, for the work to be completed that was so terminated, and the Recipient shall be liable to Her Majesty for any excess costs relating to the completion of the work.
- 8.3 Upon termination of the work under GC0, the Minister may require the Recipient to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Recipient has specifically acquired or produced for the fulfillment of the Funding Agreement. Her Majesty shall pay the Recipient for all such finished work delivered pursuant to such direction and accepted by Her Majesty; the cost to the Recipient of such finished work plus the proportionate part of any fee fixed by the said Funding Agreement and shall pay or reimburse the Recipient the fair and reasonable cost to the Recipient of all materials or work-in-process delivered to Her Majesty pursuant to such direction. Her Majesty may withhold from the amounts due to the Recipient such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.
- 8.4 The Recipient shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Recipient under the Funding Agreement, exceeds the Funding Agreement price applicable to the work or the particular part thereof.
- 8.5 If, after the Minister issues a notice of termination under GC0, it is determined by the Minister that the default of the Recipient is due to causes beyond the control of the Recipient, such notice of termination shall be deemed to have been issued pursuant to GC0 and the rights and obligations of the parties hereto shall be governed by 0.

Accounts and Audits (GC9)

- 9.1 The Recipient shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Recipient including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Minister who may make copies and take extracts therefrom.
- 9.2 The Recipient shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Minister with such information as the Minister or they may from time to time require with reference to the documents referred to herein.
- 9.3 The Recipient shall not dispose of the documents referred to herein without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Funding Agreement or, in the absence of such specification, for a period of two years following completion of the work.

Conflict of Interest (GC10)

- 10.1 The Recipient declares that the Recipient has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the Funding Agreement, the Recipient shall declare it immediately to the ISC Departmental Representative.

Recipient Status (GC11)

- 11.1 This is a Funding Agreement for the performance of a service and the Recipient is engaged under the Funding Agreement as an independent Recipient for the sole purpose of providing a service. Neither the Recipient nor any of the Recipient's personnel are engaged by the Funding Agreement as an employee, servant or agent of Her Majesty. The Recipient agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Employment Insurance, Workmen's Compensation, or Income Tax.

Warranty by Recipient (GC12)

- 12.1 The Recipient warrants that the Recipient is competent to perform the work required under the Funding Agreement in that the Recipient has the necessary qualifications including the knowledge, skill and ability to perform the work.
- 12.2 The Recipient warrants that the Recipient shall provide a quality of service at least equal to that which Recipients generally would expect of a competent Recipient in a like situation.

Amendments (GC13)

- 13.1 No amendment of the Funding Agreement or waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment.

Entire Agreement (GC14)

- 14.1 The Funding Agreement constitutes the entire agreement between the parties with respect to the subject matter of the Funding Agreement and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Funding Agreement.

SECTION B – SUPPLEMENTARY CONDITIONS (SC)

Release and Disclosure of Proprietary, Personal and Third Party Information (SC1)

- 1.1 The Recipient shall keep confidential all information provided to the Recipient by or on behalf of Canada in connection with the Work, including any information that is proprietary to third parties, and all information conceived, developed or produced by the Recipient as part of the Work where copyright or any other intellectual property rights in such information (except a licence) vests in Canada under the Funding Agreement.
- 1.2 The Recipient shall not disclose any such information to any person without the written permission of the Minister, except that the Recipient may disclose to an authorized sub Recipient information necessary for the performance of the Sub Funding Agreement, on the condition that the sub Recipient agrees that it will be used solely for the purposes of such Sub Funding Agreement.
- 1.3 Information provided to the Recipient by or on behalf of Canada shall be used solely for the purpose of the Funding Agreement and shall remain the property of Canada or the third party, as the case may be. Unless the Funding Agreement otherwise expressly provides, the Recipient shall deliver to Canada all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the Funding Agreement or at such earlier time as the Minister may require.
- 1.4 Subject to the *Access to Information Act*, R.S.C. 1985, and, to any right of Canada under this Funding Agreement to release or disclose, Canada shall not release or disclose any information delivered to Canada under the Funding Agreement that is proprietary to the Recipient or a Sub Recipient including personal and third party information.

Sales Tax (SC2)

- 2.1 These services are being purchased with public (Canada) funds for the use of a federal government department and as such are not subject to the payment of any provincial ad valorem sales and consumption taxes levied by the province or territory in which the taxable services are delivered.

Identification/Access Card (SC3)

- 3.1 A Recipient who has been issued a departmental Identification/Access Card must return it to the appropriate Security Section upon termination or completion of the Funding Agreement services and/or on the date that the card expires.

Official Languages (SC4)

- 4.1 Any Recipient who carries out work on behalf of Indigenous Services Canada (ISC) in a location where the Department or Agency is required to provide services or communications to the public in both official languages must also do so in both official languages.
- 4.2 Recipients must also respect the right of employees to work in the language of their choice and respect the language(s) of work in each region. To that end, Recipients must be able to provide their services in the working language of each region and in the two official languages of the National Capital Region (NCR). In ISC, the languages of work in the NCR are English and French; in the Quebec regional office, French; and English in all other departmental regional offices.

Non-Residents Who Perform Services in Canada (SC5)

- 5.1 The Recipient agrees that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15 percent of the price to be paid to the Recipient, if the Recipient is a non-resident Recipient identified in said Act and will perform services in Canada. This amount will be held on account with respect to any liability for taxes which may be owed to Canada. In addition, an amount of 9 percent may be withheld for provincial income tax purposes from non-residents providing services in the Province of Quebec.

Criminal Code of Canada (SC6)

- 6.1 The Recipient certifies that it has not lost capacity to Funding Agreement with Her Majesty pursuant to Section 750 of the Criminal Code of the Canada.

Gender-Based Analysis (SC7)

- 7.1 The Recipient shall, where applicable, consult and adhere to the ISC Gender-Based Analysis Policy and the ISC Gender-Based Analysis Guide. Recipients can access the ISC Gender-Based Analysis Policy and Guide via the Internet at: <http://www.ainc-inac.gc.ca/ai/gba/gnd-eng.asp>.
- 7.2 Recipients who carry out work on behalf of ISC shall observe the ISC Gender-Based Analysis Policy requiring that a gender-based analysis be integrated in all of ISC's work carried out by its employees and for services performed by Recipients on its behalf. This requirement includes the development and implementation of departmental policies, programs, communication plans, regulations, and legislation; consultations and negotiations (including but not limited to self-government and land claims, treaty land entitlement and devolution) and instructions and strategies on research, dispute-resolution, and litigation.

- 7.3 Where gender-based issues arise as a direct result of the Funding Agreement Work, solutions shall be developed and implemented by the Recipient to prevent and remedy the issue. Where gender-based issues cannot be fully addressed by the Recipient, the Recipient shall inform the ISC Departmental Representative in a timely fashion via written documentation.

Certification/Contingency Fees (SC8)

- 8.1 The Recipient certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Funding Agreement to any person other than an employee acting in the normal course of the employee's duties.
- 8.2 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Funding Agreement shall be subject to the Accounts and Audit provisions of the Funding Agreement.
- 8.3 If the Recipient certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate this Funding Agreement or recover from the Recipient by way of reduction to the Funding Agreement price or otherwise the full amount of the contingency fee.
- 8.4 In this section:
- 8.4.1 "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Funding Agreement or negotiating the whole or any part of its terms.
- 8.4.2 "employee" means a person with whom the Recipient has an employer/employee relationship.
- 8.4.3 "person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

Former Public Servants (SC9)

- 9.1 It is a term of the Funding Agreement:
- 9.1.1 that the Recipient has declared to the ISC Departmental Representative whether the Recipient has received a lump sum payment made pursuant to any work force reduction program, including but not limited to the Work Force Adjustment Directive, the Early Departure Incentive Program, the Early Retirement Incentive Program or the Executive Employment Transition Program, which has been implemented to reduce the public service;

- 9.1.2 that the Recipient has informed the ISC Departmental Representative of the terms and conditions of that work force reduction program, pursuant to which the Recipient was made a lump sum payment, including the termination date, the amount of the lump sum payment and the rate of pay on which the lump sum payment was based, and
- 9.1.3 that the Recipient has informed the ISC Departmental Representative of any exemption in respect of the abatement of a Funding Agreement fee received by the Recipient under the Early Departure Incentive Program Order.

Intellectual Property (SC10)

- 10.1 Indigenous Services Canada has determined that any Intellectual Property arising from the performance of the Work under the Funding Agreement will vest in Canada for the following reason: statutes, regulations or prior obligations of Canada to a third party or parties preclude Recipient ownership of the Intellectual Property Rights in Foreground Information.

Federal Goods and Services Tax (GST)/Harmonized Sales Tax (HST) Program (SC11)

- 11.1 The Recipient's GST\HST number is _____.

Conflict of Interest and Post-Employment Code (SC12)

- 12.1 **For the services of an Individual:** No individual for whom the post-employment provisions of the Conflict of Interest Act, the Conflict of Interest and Post-Employment Code for Public Office Holders, the Values and Ethics Code for the Public Service, or the Conflict of Interest and Post-Employment Code for the Public Service apply shall derive any direct benefit from this Funding Agreement unless that individual is in compliance with the applicable post-employment provisions; and

that during the terms of the Funding Agreement any persons engaged in the course of carrying out this Funding Agreement shall conduct themselves in compliance with the principles of the Conflict of Interest Act, the Values and Ethics Code for the Public Service, the Conflict of Interest and Post-Employment Code for Public Office Holders which are the same as those in the Conflict of Interest and Post-Employment Code for the Public Service, with the addition that decisions shall be made in the public interest and with regard to the merits of each case. Should an interest be acquired during the life of the Funding Agreement that would cause a conflict of interest or seem to cause a conflict of interest or seem to cause a departure from the principles, the Recipient shall declare it immediately to the ISC Departmental Representative.

- 12.2 For the services of a Firm:** It is a term of this Funding Agreement that no individual for whom the post-employment provisions of the Conflict of Interest Act, the Conflict of Interest and Post-Employment Code for Public Office Holders, the Values and Ethics Code for the Public Service, or the Conflict of Interest and Post-Employment Code for the Public Service apply, shall derive any direct benefit from this Funding Agreement unless that individual is in compliance with the applicable post-employment provisions.

Personnel Replacement and Substitutions (SC13)

- 13.1 The Recipient shall provide the services of the personnel named in their proposal to perform the Work, unless the Recipient is unable to do so for reasons beyond his/her control.
- 13.2 Should the Recipient at any time be unable to provide the services of the resource(s) named in their proposal, the Recipient shall be responsible for providing replacement personnel at the same cost, who shall be of similar or greater ability or attainment, and whom shall be acceptable to the ISC Departmental Representative.
- 13.3 In advance of the date upon which any replacement resources are to commence work, the Recipient shall notify the ISC Departmental Representative, in writing, of the reason for the unavailability of their named resource(s). The Recipient shall then provide to the ISC Departmental Representative the name(s) and detailed Curriculum Vitae (C.V.) of the qualifications and experience of the proposed replacement resource(s).
- 13.4 As applicable, proposed replacement resources will be evaluated by ISC on the basis of the evaluation criteria included within the Request for Proposals document(s). Proposed replacement resources must receive the same or higher score on the point-rated criteria as the resource whom they are proposed to replace. Should the proposed replacement resource(s) not meet or exceed the ability/attainment of the resource(s) that they are proposed to replace, ISC reserves the right to refuse the proposed replacement resource(s).
- 13.5 Under no circumstances shall the Recipient allow performance of the services by replacement resources that have not been duly authorized by the ISC Departmental Representative.
- 13.6 ISC reserves the right to direct the Recipient to undertake replacements of his or her personnel should deployed Recipient personnel not meet (in ISC's exclusive opinion) the Department's skills and abilities expectations. Recipient personnel substitutions made by the Recipient may only be undertaken with the express and prior written authorization of the ISC Departmental Representative.
- 13.7 In any event that the Recipient is unable to provide the services of a resource that is of similar or greater ability or attainment and is acceptable to the ISC Departmental Representative, ISC reserves the right to terminate the Funding Agreement.

Insurance Requirements (SC14)

- 14.1 In providing the required services, the Recipient will be responsible to ensure that he or she manages and has the relevant financial protection against the risks to which they may be exposed in the provision of the services.
- 14.2 The Recipient shall obtain and maintain in force during the term of the Service Funding Agreement/ "Call-up Against a Standing Offer Agreement" period/"Call-up Against a Supply Arrangement" period (whichever is applicable), insurance coverage in accordance with the requirements specified in Section G, Insurance Conditions.
- 14.3 The provisions of the Insurance Coverage Requirements as detailed in Section G, Insurance Conditions are not intended to cover all of the Recipient's Indemnification obligations as detailed in the General Conditions of the Service Funding Agreement/Standing Offer Agreement/Supply Arrangement. Any additional risk management measures or additional insurance coverages the Recipient may deem necessary to fulfill its Indemnification obligations shall be at its own discretion and expense.
- 14.4 Within thirty (30) calendar days following acceptance of a Service Funding Agreement; or, within five (5) calendar days following acceptance of a "Call-up Against a Standing Offer Agreement/Supply Arrangement" (whichever is applicable), the Recipient shall, unless otherwise directed by the ISC Departmental Representative, deposit with the ISC Departmental Representative, the Insurer's Certificate of Insurance, as provided in Section G, Insurance Conditions, and, if so requested by the ISC Departmental Representative, the originals or certified true copies of all Funding Agreements of insurance maintained by the Recipient pursuant to the Insurance coverage requirements specified in Section G, Insurance Conditions.
- 14.5 Failure to provide the signed Insurer's Certificate of Insurance within the specified time-line and, if requested, originals or certified true copies of all Funding Agreements of insurance maintained by the Recipient pursuant to the Insurance coverage requirements specified in Section G, Insurance Conditions will result in the immediate cancellation of the Service Funding Agreement/ Call-up Against the Standing Offer Agreement/Call-up Against the Supply Arrangement (whichever is applicable).
- 14.6 All costs related to the acquisition and retention of the above mentioned insurance will be borne by the Recipient.

Option to Extend Funding Agreement (SC15)

- 15.1 The Recipient grants to Canada the irrevocable option to extend the term of the Funding Agreement by three (3) additional one (1) year periods under the same terms and conditions.

- 15.2 Canada may exercise this option at any time by sending a notice to the Recipient at least sixty (60) calendar days prior to the Funding Agreement expiry date.
- 15.3 The Recipient agrees that, during the extended period the Funding Agreement, the rates/prices will be in accordance with the provisions of the Funding Agreement.

Cost Limitation (SC16)

- 16.1 **Call for Proposal Stage:** Applicants who are currently under Standing Offer Agreements, Supply Arrangements or Service Funding Agreements with other programs within ISC for the provision of services similar to those set out in the RFP shall not offer in this proposal call rates that exceed those rates established in their current Funding Agreements. Applicants may, however, introduce new rates for those time periods that are not currently covered by existing Standing Offer Agreements, Supply Arrangements or Service Funding Agreements.
- 16.2 **Upon Award:** It is understood and agreed, that the Applicant/Recipient has not/shall not, for the purpose of this Funding Agreement, introduce time rates that exceed those rates which have been established under any other Standing Offer Agreements, Supply Arrangements or Service Funding Agreements currently in force between the Applicant/Recipient and other programs within ISC for the provision of similar services over the same time periods as those set out in this Funding Agreement.

SECTION C – TERMS OF PAYMENT (TP)

Terms of Payment (TP1)

- 1.1 Payment for the satisfactory performance of the work under this agreement shall be based on rates specified in Section C.1 - Fee Schedule for actual work performed. No advance payments will be made under this Funding Agreement. Recipient must advise ISC once 90% of the total approved budget has been expended. A 10% Holdback to the total approved budget will be held until all work is completed and all reporting requirements met.
- 1.2 Professional fees as per Section C.1 - Fee Schedule.
Actual and reasonable travel expenses for transportation, accommodation, meals and incidentals incurred by the Recipient as may be authorized by the ISC Departmental Representative will follow the National Joint Council Travel Directive allowances where applicable.

Miscellaneous expenses directly related to the work under this agreement as may be authorized by the ISC Departmental Representative, reimbursed at cost, without mark-up, upon submission and acceptance of invoices and/or a Statement of Expenses.
- 1.3 Administration fees are not reimbursable under this Funding Agreement as the time/unit rate(s) and/or fixed fee(s) specified in TP2 are inclusive of all payroll, overhead and administration costs and profits required to complete the Work.
- 1.4 This Funding Agreement value shall not be exceeded without the approval of ISC.
- 1.5 **For Funding Agreements with travel expense provisions in TP2 of the Terms of Payment:** The travel and accommodation expenses shall not exceed the charges allowed under the National Joint Council Travel Directive. These expenses shall be substantiated to the satisfaction of the ISC Departmental Representative with the supporting documents required by the said Directive.
- 1.6 **For Funding Agreements with miscellaneous expense provisions in TP2 of the Terms of Payment:** The reimbursement of the miscellaneous expenses as authorized under TP2 shall be contingent upon the submission by the Recipient of invoices supporting such expenses as applicable, and/or a Statement of Expenses which shall set out the purpose and cost of each expense incurred.
- 1.7 **For Funding Agreements with miscellaneous and travel expense provisions in TP2 of the Terms of Payment:** The respective allowances for miscellaneous expenses and for travel expenses are estimates only, and where the cumulative expenses incurred under one of these two allowances exhaust and thereafter exceed the stated maximum, the overage may be paid out of the balance of funds remaining in the other allowance.

- 1.8 Payments in accordance with the Terms of Payment herein will be made to the Recipient upon receipt of invoices therefor approved by the ISC Departmental Representative for satisfactory performance of this Funding Agreement. It is understood and agreed that the ISC Departmental Representative shall be the final judge concerning the quality and acceptability of the work.
- 1.9 Once the funding agreement is finalized, payment will be issued to the Recipient within 30 days of receiving the required reporting and invoices.

Method of Payment and Invoicing Instructions (TP2)

2.1 **Progress Payments** unless otherwise agreed upon by the ISC Departmental Representative, Progress Payments will be made to the Recipient on a milestone basis (in accordance with the time-lines specified in the Funding Agreement Basis of Payment) upon compliance with the following terms and conditions and in accordance with the Invoicing Instructions specified herein.

2.2 Progress Claims and Invoicing

2.2.1 Progress Claims

Progress Claims, which must include, at a minimum, the following information/documentation, shall be prepared by the Recipient and submitted to the ISC Departmental Representative in accordance with the Invoicing Instructions detailed herein on a monthly basis (in accordance with the time-lines specified in the Funding Agreement Basis of Payment):

Recipient's Name and Address;
Progress Claim Number;
Recipient's Report of Progress/Activities;
Period of Work covered by the Progress Claim; and
Description of Expenditures (expenditures shall be claimed in accordance with the Funding Agreement Basis and Method of Payment).

2.2.2 Certificate of Recipient

It is understood and agreed, that in submitting a Progress Claim, the Recipient is certifying that:

- 1.1.1.1 All authorizations required under the Funding Agreement have been obtained. The Progress Claim is consistent with the progress of the Work and is in accordance with the terms of the Funding Agreement;
- 1.1.1.2 Indirect costs have been paid for, or accrued, in the Recipient's accounts;
- 1.1.1.3 Direct materials and Work under sub Funding Agreement have been received, accepted and either paid for, or accrued, in the Recipient's accounts following receipt of invoice from vendors/sub Recipients,

and have been, or will be, used exclusively for the purpose of the Funding Agreement;

1.1.1.4 All direct labour costs have been paid for, or accrued, in the Recipient's accounts and all such costs were incurred exclusively for the purpose of the Funding Agreement;

1.1.1.5 All other direct costs have been paid for, or accrued, in the Recipient's accounts following receipt of applicable invoice or expense voucher and all such costs were incurred exclusively for the purpose of the Funding Agreement;

1.1.1.6 The Recipient has not been given notice of, nor is he/she aware of, any liens, encumbrances, charges or other claims against the Work.

2.3 Invoicing Instructions

2.3.1 The Recipient shall submit one (1) copy of their invoice to the ISC Departmental Representative in accordance with the milestone payment time-lines specified in the Funding Agreement Basis of Payment;

2.3.2 **All invoices for Progress Claims shall be submitted to:**

Kaitlyn Kaskiw, Junior Program Officer
Community Infrastructure Directorate
Indigenous Services Canada
100 Anemki Place, Suite 101
Fort William First Nation, Ontario P7J 1A5

and must be accompanied by:

- A "Progress Claim" (in accordance with the requirements of 0 above); and,
- All receipts (for invoices including hospitality, miscellaneous and/or travel expense claims);
- DCI #3866547 Capital Facilities & Maintenance Program Special Initiatives Report;
- Summary of Completed Inspections for the month.
- Progress Claim payments will only be made upon receipt and acceptance of the above noted documentation.

SECTION D FEE SCHEDULE (FS)

Fee Schedule (FS1)

- 1.1 Payment for the satisfactory performance of the work under this agreement shall be based on the following per hour rates for actual work performed.

Applicants **MUST** quote a fixed per hour rate applicable over the time period indicated, for an 8.0 hour day for each proposed Resources during the term of the Funding Agreement using the following chart format for submitting their per hour rates (exclusive of GST/HST). An example is provided in the table as reference.

Applicants **MUST** indicate the total estimated cost for services indicated in Section D - Statement of Work (CAD). The total estimated cost **MUST** be inclusive of all payroll, overhead costs and profits required to complete the work. Cost should not include GST/HST. Total estimated costs are not to be quoted as ranges.

Values for travel and miscellaneous expenses will be estimated and added to the Funding Agreement after award and be reimbursed contingent upon the submission by the Recipient of invoices supporting such expenses as applicable, and/or a Statement of Expenses which shall set out the purpose and cost of each expense incurred.

SECTION E – STATEMENT OF WORK (SW)

Title (SW1)

- 1.1 24/7 Technical Support and First Response Program for First Nation Water & Wastewater Systems

Background (SW2)

- 2.1 The Government of Canada is committed to assisting First Nations in the provision of safe, clean drinking water and effective wastewater treatment and disposal. Indigenous Services Canada has established water and wastewater protocols in support of this commitment. A copy of the protocols can be found at the following site:
<http://www.aadnc-aandc.gc.ca/eng/1100100034988/1100100034989>
- 2.2 The 24/7 Technical Support and First Response program provides First Nation operators in Ontario with support and resources towards addressing technical inquiries and ad-hoc emergencies from the operation of water and wastewater systems in First Nation communities.
- 2.3 The intent of this program is to provide effective technical advice and first response services, when water or wastewater emergencies are encountered in First Nations Communities. The 24/7 Technical Support and First Response Program is delivered progressively through two (2) stages:
- a) 24/7 telephone service Technical Support which is to be provided to all First Nations, as may be required.
 - b) First Response Community Site Visit to be provided to rural and special access First Nations as may be required, and approved by ISC.
- 2.4 When a water or wastewater emergency cannot be mitigated under the Stage One 24/7 Technical Support, a request shall be made by the Recipient/Service Provider to ISC for a Stage Two, First Response Community Site Visit for First Nation Communities classified as remote and special access.

Objectives (SW3)

- 3.1 To provide technical support and/or provide on-site technical support and assessment services (when approved) to requesting water and wastewater systems operators on First Nations to ensure that the water in a First Nation community remains safe and potable.
- 3.2 Provide continuous service through a toll free number to be monitored 24 hours per day, 7 days per week, providing a single point of contact for First Nation water and wastewater system operators.

- 3.3 The response coverage will be assigned to one Operations Manager, on a rotational basis as required, all calls must be documented and tracked and provided to ISC using Appendix "D".
- 3.4 The Service Provider/Recipient is responsible for making arrangements with vendors as deemed necessary to deliver first response services as required and approved by ISC; this could include mechanical contractors, equipment suppliers, water distribution/collection maintenance companies and other related services that may be called upon to support first response service.

Scope of Work (SW4)

- 4.1 The services rendered under this Statement of Work are to cover the period from October 1, 2018 to and including March 31, 2019. ISC has the option of extending services for three (3) one year terms beyond March 31, 2019. This will be depended on the availability of funding and the performance of the Service Provider under this Statement of Work. Approved rates will be prorated for a twelve (12) month period. ISC will only allow an annual increase equal to or less than either the average annual Consumer Price Index (CPI) or Canadian Inflation Rate.
- 4.2 The recipient will provide effective technical advice and first response services, when water or wastewater emergencies are encountered in First Nations Communities progressively through two (2) stages as required and bound through this Statement of Work:
 - a) 24/7 telephone service Technical Support which is to be provided to all First Nations, as may be required.
 - b) First Response Community Site Visit to be provided to rural and special access First Nations as may be required, and approved by ISC.

A request must be made by the Recipient/Service Provider to ISC for all Stage Two, First Response Community Site Visit for First Nation Communities classified as remote and special access.
- 4.3 The Ontario Region is comprised of 127 First Nations communities. The First Nation Water and Wastewater 24/7 Technical Support and First Response Program is available to all First Nation Communities across Ontario Region. The First Response Community Site Visits are made available to all rural, remote and special access First Nations. (see Appendix "A")
- 4.4 Services shall be initiated through a 24/7 toll free telephone hotline which will be established by the Service Provider.
- 4.5 The Service Provider will also arrange to coordinate the toll free number with the Ministry of the Environment and Climate Change Spills Action Centre (SAC) or suitable alternative.

- 4.6 A First Nation requesting services shall initiate contact with the Service Provider and permit access into the community, site and associated water & wastewater systems and/or infrastructure, as may be required.
- 4.7 The Service provider shall immediately inform the First Nation Chief and Council, and ISC of any health and safety concerns.
- 4.8 A First Nation requesting First Response community site visit services shall incur the responsibility of providing local transportation and accommodations, where appropriate and necessary.
- 4.9 A one (1) day duration is considered typical for initial first response depending on the location. If required, additional arrangements would have to be made for extended First Nation community support.
- 4.10 The Service Provider does not assume the role of the Overall Responsible Operator (ORO) during the initial assessment stage.
- 4.11 Response to the First Nation site will occur within 48 hours unless the Response Team is already on-site with an on-going occurrence at another First Nation site.
- 4.12 Calls through 24/7 Hotline shall be initiated by First Nation water and wastewater systems operations staff or First Nation Band Administration.
- 4.13 First Nations participating in a Water and Wastewater Support Services HUB Pilot with a Tribal Council who experiences an emergency should be advised to contact their Hub ORO and keep them updated on the emergency situation (see Appendix Z for a listing of HUB service providers and their communities).
- 4.14 The First Response Team shall consist of at least two of the following personnel, as required:
 - Area Operations Manager
 - Instrumentation Technician or Electrician pursuant to Ontario Regulations
 - Class III Water and Wastewater Operator pursuant to Ontario Regulations
 - Mechanic
 - Process Technician

The proposal submitted must clearly outline the service team staff and members, through an organizational chart that clearly identifies individuals, titles and responsibilities. A process chart or decision tree should also be included to outline the proposed structure and process of addressing a Technical Support Stage 1 response, and a First Response community on-site visit.

Given the location of each site and nature of each call, it should be anticipated that the resources and expertise required in delivering this service will be varied. It is important to establish that the Service Provider has personnel qualified and trained to respond to water and wastewater emergencies as they occur. Therefore, the Service Provider is to provide the company profile, background, experience and curriculum vitae of key personnel to be utilized in responding to this Statement of Work.

Deliverables (SW5)

- 5.1 The Recipient shall submit the following reporting to the ISC Departmental Representative:
- a) Quarterly Progress Report: submitted using DCI #3866547 Capital Facilities and Maintenance Program – Special Initiatives Report, for the period of October 1, 2018 to December 31, 2018 due February 14, 2019. Report to include Monthly Call Log spreadsheets (see Appendix “D”) and statement of revenue and expenditures, which are to be appended to the report.
 - b) Final Report due: submitted using DCI #3866547 Capital Facilities and Maintenance Program – Special Initiatives Report, due May 15, 2019. Report to include Monthly Call Log spreadsheets (see Appendix “D”) and statement of revenue and expenditures for the period of January 1, 2019 to March 31, 2019, which are to be appended to the report. The final report is to also provide a summary of all revenue and expenditures for the 2018-19 fiscal year.
- 5.2 24/7 Toll free hotline service – setup & maintenance are the responsibility of the Service Provider. Service Provider is to coordinate toll free 24/7 telephone line with the Ministry of the Environment Spills action Centre or suitable alternative.
- 5.3 Provide telephone technical support services to all First Nations in Ontario Region with water/wastewater communal systems (see Appendix “B”) & prepare risk evaluation.
- 5.4 Upon ISC approval, provide First Response Community Site Visit to Remote, Special Access and Special Case First Nation communities listed in Appendix “A”, subject to logistical transportation requirements.
- 5.5 Assessment of water and/or wastewater systems.
- 5.6 Make recommendations and/or conduct minor repairs and process improvements as necessary, based on assessments.
- 5.7 24/7 Hotline Service
- Take advantage of historical operating data via facsimile or email when possible
 - Use current standards to develop evaluation and risk assessment

- Provide technical assistance and advice to First Nations on corrective measures, where appropriate
- Maintain a detailed log with documentation of each call
- Determine when a stage two, First Response Community Site Visit for Remote and Special Access communities, is necessary
- Provide notification to both ISC Regional Program Officers and respective Environmental Health Officers.

5.8 First Response Community Site Visit for Remote and Special Access/Cases communities.

- Assess initial status of operating conditions at the time of visit
- Assess overall operability of existing treatment process
- Assess status of process equipment and instrumentation
- Assess site safety
- Assess basic water quality parameters
- Review maintenance records and logs
- Review historical operating data and engineering reports
- Provide inventory of process consumables and spare parts
- If practical, adjust treatment process
- Conduct minor repairs and maintenance subject to availability of spare parts & tools either on-site or provided by First Responder
- Conduct interviews with First Nations operators
- Provide report to First Nation and ISC on the assessment

5.9 The Service Provider in performing their duties will not remove or disassemble any operating or functional equipment for inspection.

5.10 The Service Provider will not offer any opinion or comment on health related concerns, but will be required to report such concerns to the First Nation and ISC immediately.

5.11 The Service Provider shall ensure the objectives of the Program are met.

5.12 The First Response Team must be compatible and available as that outlined in Section SW5.

Departmental Support (SW6)

6.1 ISC Ontario Region identifies a total of 34 First Nations eligible for on-site support/Stage Two services listed in Appendix A.

6.2 To assist with this Statement of Work, a listing of 2018-19 Water and Wastewater Support Services HUB Pilot participating First Nation has been provided in Appendix "B".

- 6.3 To assist with First Nation communities eligibility to access 24/7 services, a listing of all ISC funded water and wastewater systems has been provided in Appendix "C". It should be noted that only ISC funded/supported systems are covered under this Statement of Work. Any privately owned or individual small systems are the responsibility of the private owner(s).

Risk and Constraints (SW7)

- 7.1 Work conducted under this Funding Agreement will take place in remote locations. The provision of services to ISC in these areas may result in changes in climate, cost of living, service provision and accessibility, and other unforeseen changes in condition from the Recipient's and/or his or her personnel's initial location of work and residence.
- 7.2 During the performance of work under this Funding Agreement that is conducted on a site, the Recipient may come into contact with hazardous materials. The Recipient shall be responsible for all safety and/or protective equipment and/or clothing required for the provision of work on a site. It is the responsibility of the Recipient to consider any and all risks to health, safety, and welfare which may be incurred in the completion of work.
- 7.3 During the performance of work under this Funding Agreement the Recipient may experience project delays and/or site access restrictions due to weather and/or burial grounds or archaeological sites located in the area of work.

Recipient Responsibilities (SW8)

- 8.1 The management by the Recipient of service delivery to ISC in relation to the Funding Agreement shall be undertaken in accordance with all applicable Acts, Codes, Departmental and/or federal government regulations, policies and procedures.
- 8.2 The Recipient shall ensure that all personnel deployed by the Recipient are properly trained and equipped to fulfil their responsibilities.
- 8.3 The Recipient shall provide accurate and timely reporting to the ISC Departmental Representative.
- 8.4 The Recipient shall supply all tools, facilities, equipment, and software required for completion of the work, unless otherwise directed by the ISC Departmental Representative.
- 8.5 The Recipient shall verify that required safety measures are in place and maintained in order to prevent, counteract, or mitigate any resulting adverse effect on persons, property, or the environment.

- 8.6 In the event the performance of work requires operational permits and/or licences, the Recipient shall obtain and maintain any such permits, licences and approvals as required by the Government of Canada and/or the Province of Ontario.

Location of Work and Travel (SW9)

- 9.1 The majority of work to be completed under the 2018-19 24/7 Technical Support and First Response Funding Agreement (Funding Agreement) shall be conducted on sites located within the Province of Ontario and/or at the Recipient's facilities. Meetings with ISC representatives might take place at ISC Ontario Region offices as required.
- 9.2 For provisions of work requiring travel, ISC will reimburse the Recipient in accordance with the National Joint Council Travel Directive which can be found at: www.njc-cnm.gc.ca/directive/travel.voyage/index-eng.pnp

Duration (SW10)

- 10.1 The duration of the Funding Agreement is expected to be from October 1, 2018, to March 31, 2019.

SECTION F – INTELLECTUAL PROPERTY (IP)

Interpretation (IP1)

1.1 In the Funding Agreement,

"Background Information" means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Recipient, its Sub Recipients or any other supplier of the Recipient;

"Firmware" means any computer program stored in integrated circuits, read-only memory or other similar devices;

"Foreground Information" means any Invention first conceived, developed or reduced to practice as part of the Work under the Funding Agreement and all other Technical Information conceived, developed or produced as part of the Work under the Funding Agreement;

"Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information;

"Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;

"Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or medium, and any computer database, and includes modifications to any of the foregoing;

"Technical Information" means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the Funding Agreement by Canada or the Recipient, such as internal financial or management information, unless it is a deliverable under the Funding Agreement.

Disclosure of Foreground Information (IP2)

- 2.1 The Recipient shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or such earlier time as the Minister or the Funding Agreement may require.**

- 2.2 Before and after final payment to the Recipient, the Minister shall have the right to examine all records and supporting data of the Recipient which the Minister reasonably deems pertinent to the identification of Foreground Information.

Canada to Own Intellectual Property Rights in Foreground Information (IP3)

- 3.1 Without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Funding Agreement, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of Canada. The Recipient shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.
- 3.2 The Recipient shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:
- © HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)
or
© SA MAJESTÉ LA REINE DU CHEF DU CANADA (année)
- 3.3 For greater certainty, the Recipient agrees that where the Work under the Funding Agreement involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Recipient shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Funding Agreement. The Recipient shall not dispose of such information or data or personal information except by returning it to Canada. The Recipient shall comply with the General Conditions of the Funding Agreement in regard to maintaining the confidentiality of such information, data, or personal information. Unless the Funding Agreement otherwise expressly provides, the Recipient shall deliver to Canada all such information, data, or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information upon completion or termination of the Funding Agreement or at such earlier time as the Minister may require.
- 3.4 For greater certainty and without limiting section 03.3, if the Work under the Funding Agreement involves the collection of personal information as that term is defined in the *Privacy Act* (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Recipient, vest in Canada, and the Recipient shall have no right or interest in it.

- 3.5 The Recipient shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the Minister may require, and the Recipient shall, at Canada's expense, afford the Minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

License to Intellectual Property Rights in Background Information (IP4)

- 4.1 The Recipient hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required in order for Canada to exercise its license in the Intellectual Property Rights in the Foreground Information. The Recipient agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
- 4.2 The Recipient acknowledges that Canada may wish to award Funding Agreements for any of the purposes contemplated in subsection IP1 and that such Funding Agreement awards may follow a competitive process. The Recipient agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to Applicants for such Funding Agreements, and to sub-license or otherwise authorize the use of that information by any Recipient engaged by Canada solely for the purpose of carrying out such a Funding Agreement. Canada shall require Applicants and the Recipient not to use or disclose any Background Information except as may be necessary to bid for or to carry out that Funding Agreement.
- 4.3 Where the Intellectual Property Rights in any Background Information are owned by a Sub Recipient at any tier, the Recipient shall either obtain a license from that Sub Recipient that permits compliance with subsections IPGC4 and IP4.2 or arrange for the Sub Recipient to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Recipient shall deliver that form to the Minister, duly completed and executed by the Sub Recipient, no later than the time of disclosure to Canada of that Background Information.
- 4.4 Notwithstanding subsection IPGC4, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Funding Agreement.

Right to License (IP5)

- 5.1 The Recipient represents and warrants that the Recipient has, or the Recipient undertakes to obtain, the right to grant to Canada the license to exercise the Intellectual Property Rights in the Background Information as required by the Funding Agreement.

Access to Information; Exception to Recipient Rights (IP6)

- 6.1 Subject to the *Access to Information Act*, R.S.C., c. A-1 and to any right of Canada under the Funding Agreement, Canada shall not release or disclose outside the Government of Canada any Background Information delivered to Canada under the Funding Agreement that is confidential information or a trade secret of the Recipient or a Sub Recipient.
- 6.2 Nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Background Information, or to disclose any Background Information, to the extent that such information:
 - 6.2.1 Is or becomes in the public domain, or to the extent that the Recipient does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the Funding Agreement), for any reason including as a result of Canada's use or disclosure of deliverables under the Funding Agreement for any purpose whatever that is not expressly excluded under the Funding Agreement;
 - 6.2.2 Is or becomes known to Canada from a source other than the Recipient, except from any source that is known to Canada to be under an obligation to the Recipient not to disclose the information;
 - 6.2.3 Is independently developed by or for Canada; or
 - 6.2.4 Is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

Waiver of Moral Rights (IP7)

- 7.1 The Recipient shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights (as that term is defined in the *Copyright Act*, R.S.C., c. C-42), in a form acceptable to the Minister, from every author that contributed to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Funding Agreement.
- 7.2 If the Recipient is an author of the Foreground Information referred to in subsection IPGC7, the Recipient hereby permanently waives the Recipient's moral rights in that Foreground Information.

License to Intellectual Property Rights in Foreground Information (IP8)

- 8.1 Subject to subsection IP8.2, if the Recipient wishes to make use of the Foreground Information for purposes of its commercial exploitation or further development, then the Recipient may make a written request for a license to the Minister. Such a request should be made within thirty (30) working days following completion of the Work. The Recipient shall give the Minister an explanation as to why such a license is required. The Minister shall respond in writing to any request for such a license within a reasonable period of time. If the request is refused the response shall provide an explanation for the refusal. Should the Minister agree to grant such a license, it shall be on terms and conditions to be negotiated between the Recipient and the Minister. It is understood that those terms may include payment of compensation to Canada.
- 8.2 Where the Work under the Funding Agreement involves the preparation of a database or other compilation using information or data supplied by Canada, or personal information (as this term is defined in the *Privacy Act* (R.S.C., c. P-21)) collected by the Recipient as part of the Work, then the license referred to in subsection IP1 shall be restricted to the Intellectual Property Rights in Foreground Information that are capable of being exploited without the use of such information or data or such personal information.

No Right for Recipient to Sub-license (IP9)

- 9.1 The Recipient shall not have the right to sub-license or otherwise authorize any party to exercise any of the Intellectual Property Rights in the Foreground Information.

SECTION G - TRAVEL EXPENSE INFORMATION

1.1 Where required to complete the work that requires travel, ISC will reimburse the Recipient based on the maximum rates allowed in the current issue of the Treasury Board Travel Directive and in accordance with the Special Travel Authorities of Treasury Board. As some rates are subject to change January 1st, April 1st, July 1st and October 1st of each year, it is the Recipient's responsibility to ensure that the travel rates applied to the period being invoiced are in accordance with the TB Travel Directive, Rates and Allowances, Appendix B and C as published on the National Joint Council website <http://www.njc-cnm.gc.ca/doc.php?sid=3&lang=eng>.

2.1 Receipt Requirements

Original receipts must be retained for monitoring and audit purposes; however, electronic submission of hotel bills, air/train tickets, taxi receipts, etc. may be accepted in place of originals with the submission of progress and/or final reporting.

Receipts are required for the following:

- a) *Air or ground transportation e.g. train, bus, car rental, parking costs, etc.*
- b) *Taxis in excess of \$12.00.*
- c) *Hotel accommodation.*

SECTION H - INSURANCE CONDITIONS

Insurance Coverage - General Conditions (IC1)

1.1 **Proof of Insurance**

The Recipient shall unless otherwise directed by the ISC Departmental Representative, deposit with the ISC Departmental Representative, the Insurer's Certificate of Insurance (included herein) and, if so requested by the ISC Departmental Representative, the originals or certified true copies of all Funding Agreements of insurance maintained by the Recipient pursuant to the Insurance coverage requirements specified hereunder.

1.2 **Risk Management**

The provisions of the Insurance Coverage Requirements specified hereunder are not intended to cover all of the Recipient's Indemnification obligations as detailed in the General Conditions of the Funding Agreement. Any additional risk management measures or additional insurance coverages the Recipient may deem necessary to fulfill its Indemnification obligations shall be at its own discretion and expense.

1.3 **Payment Deductible**

The payment of monies up to the deductible amount made in satisfaction of a claim shall be borne by the Recipient.

1.4 **Representation and Warranty**

The Recipient has represented that it has in place and effect the appropriate insurance coverage as required by these Insurance Conditions and, further, that it shall maintain all required insurance policies in place and effect as required by these Insurance Conditions.

1.5 **Period of Insurance**

Unless otherwise directed in writing by the ISC Departmental Representative or otherwise stipulated elsewhere in these Insurance Conditions, the liability insurance required hereunder shall be in force and be maintained from the commencement date of the Funding Agreement or Call-up Work until the Funding Agreement or Call-up completion date.

Commercial General Liability Policy Requirements (IC2)

2.1 Scope of Policy

The policy shall be written on a form similar to that known and referred to in the insurance industry as IBC 2100 - Commercial General Liability policy (Occurrence form) and shall provide for limit of liability of not less than **TWO MILLION DOLLARS (\$2,000,000)** inclusive for Bodily Injury (including injuries resulting in death) and Property Damage (including loss of use thereof) for any one occurrence or series of occurrences arising out of one cause. Legal or defence costs incurred in respect of a claim or claims shall not operate to decrease the limit of liability.

The Commercial General Liability Insurance policy shall insure the Recipient, and shall include, as an Additional Insured, but only with respect to liability arising out of the performance of the Funding Agreement, Her Majesty the Queen in Right of Canada, represented by the Minister of the Indigenous Services Canada.

2.1 Coverages/Provisions

The policy shall include, but not necessarily be limited to the following coverages/provisions:

- 2.1.1 Liability arising out of or resulting from the ownership, existence, maintenance or use of premises by the Recipient and operations necessary or incidental to the performance of this Funding Agreement;
- 2.1.2 "Broad Form" Property Damage including the loss of use of property;
- 2.1.3 Owner's and Recipient's Protective Liability;
- 2.1.4 Funding Agreement and Assumed Liabilities under this Funding Agreement;
- 2.1.5 Products and Completed Operations Liability;
- 2.1.6 Non-Owned Automobile Liability;
- 2.1.7 Cross Liability - The Clause shall be written as follows: "Cross Liability - The insurance as is afforded by this policy shall apply in respect to any claim or action brought against any one Insured by any other Insured. The coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each Insured. The inclusion herein of more than one Insured shall not increase the limit of the Insurer's liability.";
- 2.1.8 Severability of Interests - The Clause shall be written as follows: "Severability of Interests - This policy, subject to the limits of liability stated herein, shall apply separately to each Insured in the same manner and to the same extent as if a separate policy had been issued to each. The inclusion herein of more than one insured shall not increase the limit of the Insurer's liability.";
- 2.1.9 Contingent Employers Liability;
- 2.1.10 Employees as Named Insureds; and
- 2.1.11 Personal Injury.

2.2 **Deductible**

The policy shall be issued with a deductible amount of not more than **TEN THOUSAND (\$10,000)** per occurrence.

Errors and Omissions Liability Insurance (IC3)

- 3.1 Errors and Omissions Liability insurance shall be effected by the Recipient and maintained in force throughout the duration of the Funding Agreement or Call-up (as applicable) in an amount usual for a Funding Agreement/Call-up of this nature, but, in any case, for a limit of liability not less than **ONE MILLION DOLLARS (\$1,000,000)** per loss and in the annual aggregate, inclusive of defence costs.
- 3.2 If this is a claims-made policy and the duration of the Funding Agreement exceeds the policy term; in the event of cancellation or non-renewal of the policy, an Extended Claims Reporting Endorsement, minimum twelve (12) months, must be secured by the Recipient.
- 3.3 The following endorsement must be included:

Notice of Cancellation or Amendment:

The Insurer agrees to provide the Recipient thirty (30) days written notice of cancellation or amendment.

Automobile Liability Insurance (IC4)

- 4.1 Automobile Liability Insurance (if the Work is subject thereto) shall be effected by the Recipient and maintained in force throughout the duration of the Funding Agreement or Call-up (as applicable) in an amount not less than **TWO MILLION (\$2,000,000)** – if automobiles owned and/or registered by the Recipient are used in the performance of the Funding Agreement or Call-up Work.
- 4.2 The policy must include the following:
 - a) Third Party Liability – \$2,000,000 Minimum Limit per Accident or Occurrence;
 - b) Accident Benefits – all jurisdictional statutes;
 - c) Uninsured Motorist Protection;
- 4.3 The following endorsement must be included:

Notice of Cancellation or Amendment:

The Insurer agrees to provide the Recipient thirty (30) days written notice of cancellation.

Insurer's Certificate of Insurance - Attestation d'assurance d'un assureur (IC5)

To be completed by the Insurer (not a broker) and delivered to Indigenous Services Canada within 30 calendar days of Funding Agreement award or, within five (5) days following receipt and acceptance of a "Call-up Against a Standing Offer Agreement" document/"Call-up Against a Supply Arrangement" document.

A être complétée par l'Assureur (non le Courtier) et livrée au Services aux Autochtones Canada dans les trente jours civils suivant l'acceptation de la soumission ou dans les cinq (5) jours suivant la réception et l'acceptation d'une commande subséquente à une convention d'offre à commandes/d'une commande subséquente à une entente en matière d'approvisionnement.

Description of Work – Description des travaux		Funding Agreement Number – Numéro de marché		Award Date – Date d'adjudication Y - M D - A J		
Location – Endroit						
INSURER – ASSUREUR				BROKER – COURTIER		
Name – Nom				Name – Nom		
Address (No., Street) – Adresse (N ^o , rue)				Address (No., Street) – Adresse (N ^o , rue)		
City – Ville				City – Ville		
Province		Postal Code – Code postal		Province		Postal Code – Code postal
INSURED – ASSURÉ				ADDITIONAL INSURED – ASSURÉ ADDITIONNEL		
Name of Recipient – Nom de l'entrepreneur				Her Majesty the Queen in right of Canada as represented by the Minister of Indigenous Services Canada is named as an additional insured under the Commercial General Liability Insurance policy.		
Address (No., Street) – Adresse (N ^o , rue)				Sa majesté la Reine du chef du Canada, représentée par le Ministre des Services aux Autochtones Canada, est désignée assuré additionnel conformément à la police d'assurance de la responsabilité civile des entreprises.		
City – Ville				Address – Adresse		

Province	Postal Code – Code postal	
This Insurer certifies that the following policies of Insurance are at present in force covering all operations of the Insured, in connection with the Funding Agreement made between the named Insured and Her Majesty the Queen in right of Canada, represented by the Minister of the Indigenous Services Canada.		L'assureur atteste que les polices d'assurance suivantes sont présentement en vigueur et couvrent toutes les activités de l'assuré, en fonction du marché conclu entre l'Assuré dénommé et Sa majesté la Reine du chef du Canada représentée par le Ministre des Services aux Autochtones Canada.

POLICY - POLICE

Type – Genre	Number – Numéro	Inception Date – Date d'effet	Expiry Date - Date d'expiration	Deductible – Franchise
Commercial General Liability Responsabilité civile des entreprises				
Other (List) Autre (énumérer)				

Each of these policies includes the coverages and provisions as specified in the Insurance Coverage Requirements in Insurance Conditions "0" and the Commercial General Liability Insurance policy has been endorsed to cover Her Majesty as an Additional Insured. The Insurer agrees to notify Her Majesty and all Named Insureds in writing thirty (30) calendar days prior to any change in, or cancellation of any policy or coverage.

Chacune des présentes polices renferme les garanties et dispositions spécifiées dans les Exigences de garanties d'assurance des Conditions d'assurances « 0 », et la police d'assurance de la responsabilité civile des entreprises a été amendée pour couvrir Sa Majesté en tant qu'assuré additionnel. L'assureur convient de donner un préavis de trente (30) jours civils à Sa Majesté et à l'assuré désigné en cas de changement visant la garantie d'assurance ou les conditions ou de l'annulation de n'importe quelle police ou garantie.

Name of Insurer's Officer or Authorized Employee Nom du cadre ou de la personne autorisée	Telephone Number – Numéro de téléphone
Signature	Date

ISSUANCE OF THIS CERTIFICATE SHALL NOT LIMIT NOR RESTRICT THE RIGHT OF THE DEPARTMENT OF INDIGENOUS SERVICES CANADA TO REQUEST AT ANY TIME, DUPLICATE CERTIFIED COPIES OF SAID INSURANCE POLICIES.

L'ÉMISSION DE LA PRÉSENTE ATTESTATION NE DOIT PAS LIMITER OU RESTREINDRE LE DROIT DE TRAVAUX DU MINISTRE DES SERVICES AUTOCHTONES CANADA ET DÉVELOPPEMENT DU NORD DE DEMANDER EN TOUT TEMPS DES COPIES CERTIFIÉES CONFORMES EN DOUBLE DESDITS CONTRATS D'ASSURAN

Appendix “A” Definitions

Zone 1: Located within 50 km of the nearest service centre with year-round road access.

Rural, Remote and Special Access First Nations (Zones 2 to 4)

Zone 2: Located between 50 and 350 km from the nearest service centre with year-round road access.

Zone 3: Located over 350 km from the nearest service centre with year-round road access.

Zone 4: The First Nation has no year-round road access to a service centre and, as a result, experiences a higher cost of transportation.

Sub-zone used with Geographic Zone 4 only to indicate the distance, measured directly, from a service centre.

Sub-zone 0: distance < 50 km (classified as Zone 2)

Sub-zone 1: 50 km <= distance < 160 km

Sub-zone 2: 160 <= distance < 240 km

Sub-zone 3: 240 <= distance < 320 km

Sub-zone 4: 320 <= distance < 400 km

Sub-zone 5: 400 <= distance < 480 km

Sub-zone 6: distance >= 480 km

Road Access: Includes surface transportation on a year-round paved or gravelled road linking a First Nation community with the nearest service centre. Under this definition, ferry service forming part of the provincial road network and capable of transporting adequate quantities of required materials, equipment and supplies, constitutes road access. Temporary disruptions (such as during spring thaw) are not considered to constitute a break in normal access.

Geographic Zone 4: First Nations classified as Geographic Zone 4 is defined as having no year-round road access to a service centre (First Nation that is accessible by either air, rail or boar access to the nearest service centre).

The Indigenous Services Canada Band Classification Manual identifies all Ontario First Nation communities by geographic zone. A copy can be made available upon request.

Appendix “B” Ontario Region 2018-19 Water/Wastewater Support

Services (HUB) Pilot Listing with Participating Communities

HUB Recipient	Community Participants	Geography
Bimose Tribal Council	Asubpeechoseewagong Netum Anishinabek (Grassy Narrows)	Northwestern
	Eagle Lake First Nation	Northwestern
	Iskatewizaagegan #39 Independent Nation	Northwestern
	North West Angle 33	Northwestern
	Obashkaandagaang First Nation	Northwestern
	Ochiichagwe' Babigo' Ining First Nation	Northwestern
	Shoal Lake #40 First Nation	Northwestern
	Wabaseemoong Independent Nation	Northwestern
	Wabauskang First Nation	Northwestern
	Wabigoon Lake Ojibway Nation	Northwestern
	Wauzhusk Onigum First Nation	Northwestern
Bimose Tribal Council Total	11	
Independent First Nations Alliance (IFNA)	Kitchenuhmaykoosib Inninuwug First Nation	Northwestern
	Lac Seul Lake First Nation	Northwestern
	Muskkrat Dam First Nation	Northwestern
	Pikangikum First Nation	Northwestern
	Whitesand Nation	Northwestern
Independent First Nations Alliance (IFNA) Total	5	
Keewaytinook Okimakanak (KO)	Deer Lake First Nation	Northwestern
	Fort Severn First Nation	Northwestern
	Keewaywin First Nation	Northwestern
	North Spirit Lake First Nation	Northwestern
	Poplar Hill First Nation	Northwestern
Keewaytinook Okimakanak (KO) Total	5	
Matawa First Nations Management	Aroland First Nation	Northwestern
	Constance Lake First Nation	Northwestern
	Eabametoong First Nation	Northwestern
	Ginoogaming First Nation	Northwestern
	Long Lake #58 First Nation	Northwestern
	Marten Falls First Nation	Northwestern
	Neskantaga First Nation	Northwestern
	Nibinamik First Nation	Northwestern
	Webequie First Nation	Northwestern
Matawa First Nations Management Total	9	
Shibogama First Nations Council	Kasabonika Lake First Nation	Northwestern
	Kingfisher Lake First Nation	Northwestern
	Wapekeka First Nation	Northwestern
	Wawakapewin First Nation	Northwestern
	Wunnumin Lake First Nation	Northwestern
Shibogama First Nations Council Total	5	
Windigo First Nations Council	Bearskin Lake First Nation	Northwestern
	Cat Lake First Nation	Northwestern
	North Caribou Lake First Nation	Northwestern
	Sachigo Lake First Nation	Northwestern
	Slate Falls First Nation	Northwestern
Windigo First Nations Council Total	5	
United Chiefs and Council of Mnidoo Mnising (UCCMM)	Aundeck Onni Kaning First Nation	North Central
	M'Chigeeng First Nation	North Central
	Shegulandah First Nation	North Central
	Sheshegwaning First Nation	North Central
	Whitefish River First Nation	North Central
	Zhllbaahaasing First Nation	North Central
United Chiefs and Council of Mnidoo Mnising (UCCMM) Total	6	

Appendix “C” Ontario Region 2018-19 DCI #3866547 Capital Facilities and Maintenance Program – Special Initiatives Report

Indigenous Services Canada collects program data to support statutory requirements, resource allocation, performance reporting, accountability, program planning, policy analysis and operational requirements.

The [DCI #3866547 Capital Facilities and Maintenance Program – Special Initiatives Report](#) can be downloaded using the hyperlink above, or alternatively, it can be found at the following website: [ISC Reporting Guide](#)

Appendix “D” Ontario Region 2018-19 Monthly Call Log Report Appended to the Capital Facilities and Maintenance Program – Special Initiatives Report

The table below is a sample of the electronic spreadsheet that will be provided separately to the successful applicant.

**24/7 Technical Support & First Response Program - 2018-2019 Fiscal Year
 Monthly Call Log Report - [Month] 2018/19**

Date of Call (YYYYMMDD)	Type of Call (e.g. 24 hr)	Call Name, address	Has nearest Community Based Site location	Call Site/Location of Incident	Distal Location	Resolved in 150 Vist	Individuals at Site Vist (Name, number)	Length of Vist	Cost (Invoice)	Other comments and follow up
						<input type="checkbox"/> Yes <input type="checkbox"/> No			\$	
						<input type="checkbox"/> Yes <input type="checkbox"/> No			\$	
						<input type="checkbox"/> Yes <input type="checkbox"/> No			\$	
						<input type="checkbox"/> Yes <input type="checkbox"/> No			\$	
						<input type="checkbox"/> Yes <input type="checkbox"/> No			\$	
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						<input type="checkbox"/> Yes <input type="checkbox"/> No			\$	
						<input type="checkbox"/> Yes <input type="checkbox"/> No			\$	
						<input type="checkbox"/> Yes <input type="checkbox"/> No			\$	

**24/7 Technical Support & First Response Program - 2018-2019 Fiscal Year
Monthly Call Log Report - [Month] 2018/19**

Date of Call (dd/mm/yyyy)	Time of Call (hr:min) 24 hr	Caller (name, position)	First Nations Community/Band Site Location	Call Issue/Location of Incident	Detail Summary	Resulted in Site Visit:	Individual(s) at Site Visit (name, position)	Length of Stay	Cost Incurred	Other comments and Follow-up
						<input type="checkbox"/> Yes <input type="checkbox"/> No			\$ -	
						<input type="checkbox"/> Yes <input type="checkbox"/> No			\$ -	
						<input type="checkbox"/> Yes <input type="checkbox"/> No			\$ -	
						<input type="checkbox"/> Yes <input type="checkbox"/> No			\$ -	
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