

REQUEST FOR PROPOSAL (RFP)

**INDIGENOUS SERVICES CANADA (ISC) and CROWN-INDIGENOUS RELATIONS AND
NORTHERN AFFAIRS CANADA (CIRNAC)**

INVITATION TO SUBMIT A PROPOSAL

FOR THE PROVISION OF THIRD PARTY FUNDING AGREEMENT MANAGEMENT SERVICES

TO RECIPIENTS

Bids must only be submitted by mail, to the following Bid Receiving Unit address:

Mailing Address:

Indigenous Services Canada (ISC)
c/o Department of Canadian Heritage
15 Eddy Street
2nd Floor Mailroom 2F1
Gatineau, Quebec K1A 0M5

Location:

Department of Canadian Heritage (Acting as the Bid Receiving Agent on behalf of ISC)
15 Eddy Street
2nd Floor Mailroom 2F1
Gatineau, Quebec K1A 0M5

On or before 02/21/2019 at 14:00 (EST), the submission deadline.

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REQUIREMENT

PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

To establish a list of prequalified firms and proposed resources, by closest point of departure and language capability for Indigenous Services Canada and Crown-Indigenous Relations and Northern Affairs Canada (hereinafter referred to as the Department) to provision Third Party Funding Agreement Management services to Recipients under a framework agreement between Canada and successful bidders*.

TYPE OF CONTRACTUAL VEHICLE: FRAMEWORK AGREEMENT

This RFP will establish a list of prequalified firms and proposed resources under a framework agreement, grouped by language and closest point of departure that may be called-out for a contract under the framework agreement to provide Third Party Funding Agreement Management services to Recipients. The Department and other federal government departments may place call-outs for a contract for Third Party Funding Agreement Management services covered under the Framework Agreement (herein after referred to as Third Party Funding Agreement Management Framework Agreement).

The Third Party Funding Agreement Management Framework Agreement establishes general terms and conditions and description of services applicable to all call-outs for a Contract under the Third Party Funding Agreement Management Framework Agreement. The Contract, when signed by both parties, will constitute the actual contractual commitment, defines further specific details, performance criteria, service standards and deliverable timelines of the work required, as well as, level of effort, financial limitation and duration of the Contract.

For emergency situations, Contracts under the Third Party Funding Agreement Management Framework Agreement may be direct and sourced up to a limit of \$50,000 (including fees and expenses) to meet emergency situations as determined by the Department's [Default Prevention and Management Policy](#) and any subsequent updates to this and other related policies over the life of the Third Party Funding Agreement Management Framework Agreement. The process for selecting prequalified firms in emergency situations is, in the following order: 1) Availability, 2) Closest point of departure to the Recipient and 3) Prior experience working with the Recipient.

Call-outs for a Contract under the Third Party Funding Agreement Management Framework Agreement exceeding \$50,000 will follow a competitive process and be sent out electronically. Bidders will have 48 hours to respond to a call-out and a Contract under the Third Party Funding Agreement Management Framework Agreement will be awarded based on the lowest price proposal. The price proposal must:

1. Only include the proposed resources originally submitted in the bidder's Financial Proposal of the RFP bid along with their closest point(s) of departure and their language competence. Refer to section *Status and Availability of Resources* for further instructions on this requirement.
2. Only include resources that meet the language requirement in the call-out for a Contract under the Third Party Funding Agreement Management Framework Agreement.
3. Be based on the proposed level of effort in days and cannot quote per-diem rates higher than the ones originally submitted in the bidder's Financial Proposal of the RFP bid.
4. Be submitted electronically to aadnc.paiementsdetransfertcentreexpertise-transferpaymentscentreofexpertise.aandc@canada.ca.

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Duration of the Third Party Funding Agreement Management Framework Agreement is: Three (3) years plus two (2) one-year options for renewal, for a maximum total duration of five (5) years.

**Bidder(s) refers to the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a framework agreement for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.*

BID PREPARATION INSTRUCTIONS

ELIGIBILITY

Bidders must have a place of business in Canada that is accessible during normal business hours.

SECURITY CLEARANCE

Reliability status security screening is required for all bidders and proposed resources for Third Party Funding Agreement Management services prior to the call-out for a Contract under the Third Party Funding Agreement Management Framework Agreement and must maintain this level of security clearance for the life of the Third Party Funding Agreement Management Framework Agreement. Bidders and proposed resources not in possession of the required security screening at the proposal stage must be eligible to obtain the security screening. Submission of a proposal indicates that bidders and proposed resources are willing and eligible to undergo any and all required security screenings. Please see *APPENDIX C-8: ADDITIONAL SECURITY REQUIREMENTS*, for security requirements under the Third Party Funding Agreement Management Framework Agreement.

PROPOSAL DOCUMENTS

The bid will consist of a technical and financial proposal. Four (4) copies of your technical proposal and one (1) copy of your financial proposal must be delivered to the Bid Receiving Unit address on or before the date and time identified on Page 1. The technical and financial components are to be presented in two separately sealed envelopes. The envelopes will be put in an outside sealed wrapper. The envelopes must clearly be marked with the following:

- Department Representative: “Director, Transfer Payment Policy Services, Indigenous Services Canada”
- Name of the RFP: “Third Party Funding Agreement Management Services”
- Closing Date of the RFP
- Bidder’s Name and Address
- “Tender Documents Attached”

Electronically (e-mail, facsimile, etc.) transmitted bids will not be accepted. Only paper copies of the technical and financial proposals mailed to the Bid Receiving Unit will be accepted.

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OFFICIAL LANGUAGES

The bid may be submitted in either English or French.

PROPOSAL SUBMISSION AND BIDDER'S RESPONSIBILITY

Delivery: Proposals are to be sent only to the Bid Receiving Unit address specified on Page 1.

Closing date and time: Subject to the "Delayed Proposal" provisions, proposals or amendment(s) to proposals will only be accepted if they are received at the Bid Receiving Unit by the time and date indicated on Page 1.

Responsibility for Proposal Delivery: The bidder has sole responsibility for the timely receipt of a proposal by the Department and cannot transfer this responsibility to Canada. The Department will not assume responsibility for proposals that are directed to a location other than the one stipulated in the RFP.

Paper size and Font/Point: The paper size must be in standard 8.5" by 11" paper size. The font must be Times New Roman style and 12 point size.

PROPOSAL STRUCTURE

Bidders may propose a maximum of four (4) resources in response to this RFP. Each proposed resource presented will be evaluated independently. In the event that more than four (4) resources are proposed, only the first four (4) resources will be evaluated.

For each proposed resource, the response to each requirement must be cross referenced to the requirement number used in this RFP. Evaluation of the bid will only consider information described under the specific requirement number matching the Mandatory Evaluation and Point Rated Technical Criteria(s) to that specific requirement.

VALIDITY OF INFORMATION AND PERFORMANCE VERIFICATION

The Department reserves the right to check the validity of the information provided and past performance of bidders and proposed resources.

STATUS AND AVAILABILITY OF RESOURCES

The bidder certifies that, should it be issued a Contract under the Third Party Funding Agreement Management Framework Agreement as a result of the RFP, every proposed resource will be available for the term of the Third Party Funding Agreement Management Framework Agreement. If a proposed resource(s) is not available, the bidder must submit a request to replace a proposed resource(s) and demonstrate how he/she meets all of the RFP requirements in order to be awarded a Contract under the Third Party Funding Agreement Management Framework Agreement.

If the bidder has proposed any resource who is not an employee of the bidder, the bidder certifies that it has the permission from that resource to propose his/her services in relation to

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the RFP requirements and to submit his/her CV to Canada. The bidder must, upon request from the Department, provide a written confirmation, signed by the resource, of the permission given to the bidder and of his/her availability.

BID COSTS

No payment will be made for costs incurred in the preparation and submission of a bid in response to this RFP. Costs associated with preparing and submitting a bid, as well as any costs incurred by the bidder associated with the evaluation of the bid, are the sole responsibility of the bidder.

DEBRIEFING

Bidders may request a debriefing within 15 calendar days of being advised of the proposal evaluation result. Debriefings are conducted on the telephone or in person. The request for a debriefing must be sent to address: aadnc.soumissionbid.aandc@canada.ca

A debriefing will give bidders information on the strengths and weaknesses of their proposal as per the rated criteria shown in the Mandatory Technical and Point Rated Technical Criteria in APPENDIX B: RESPONSIVE BID, SELECTION EVALUATION METHOD AND TECHNICAL CRITERIA and may assist bidders in preparing a better proposal at a future date. It will not divulge comparative information on competitors.

QUESTIONS

Bidders may ask questions no later than 10 calendar days prior to bid close. All questions must be sent to address: aadnc.soumissionbid.aandc@canada.ca

RIGHTS OF CANADA

Canada reserves the right to:

- a. reject any or all bids received in response to the bid solicitation;
- b. enter into negotiations with bidders on any or all aspects of their bids;
- c. accept any bid in whole or in part without negotiations;
- d. cancel the bid solicitation at any time;
- e. reissue the bid solicitation;
- f. if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- g. negotiate with the sole responsive Bidder to ensure best value to Canada.

CODE OF CONDUCT AND CERTIFICATIONS - BID

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1. Bidders must comply with the Code of Conduct for Procurement (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>). In addition to the Code of Conduct for Procurement, bidders must a) respond to bid solicitations in an honest, fair and comprehensive manner, b) accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitations and resulting contracts, c) submit bids and enter into contracts only if they will fulfill all obligations of the Contract.

2. Bidders further understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be awarded a framework agreement and/or contract. Canada will declare non-responsive any bid in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications specified hereinafter is found to be untrue, in any respect, by Canada. If it is determined, after award, that the Bidder made a false declaration, Canada will have the right to terminate the Framework Agreement and/or Contract for default. The Bidder will be required to diligently maintain up-to-date the information herein requested. The Bidder and any of the Bidder's affiliates will also be required to remain free and clear of any acts or convictions specified herein during the period of any framework agreement and/or contract arising from this bid solicitation.

3. For the purpose of this section, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies, and subsidiaries, whether partly or wholly-owned, as well as individuals, and directors, are Bidder's affiliates if:

- a. directly or indirectly either one controls or has the power to control the other, or
- b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.

4. Upon request by Canada, Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner. Bidders bidding as societies, firms, or partnerships do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for award of a framework agreement and/or contract.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification form - PWGSC-TPSGC 229](#)) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

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5. The Bidder must diligently maintain an up-to-date list of names by informing Canada in writing of any change occurring during the validity period of the bid as well as during the period of any framework agreement and/or contract arising from this bid solicitation. The Bidder must also, when so requested, provide Canada with the corresponding Consent Forms.

6. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.

7. By submitting a bid, the Bidder certifies that neither the Bidder nor any of the Bidder's affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Framework Agreement and/or Contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act (<https://laws-lois.justice.gc.ca/eng/acts/L-12.4/>).

8. By submitting a bid, the Bidder certifies that no one convicted under any of the provisions under a) or b) are to receive any benefit under a framework agreement and/or contract arising from this bid solicitation. In addition, the Bidder certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Bidder nor any of the Bidder's affiliates has ever been convicted of an offence under any of the following provisions:

- a. paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act (<https://laws-lois.justice.gc.ca/eng/acts/f-11/>), or
- b. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada (<https://laws-lois.justice.gc.ca/eng/acts/C-46/>), or
- c. section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada, or
- d. section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Competition Act (<https://laws-lois.justice.gc.ca/eng/acts/C-34/>), or
- e. section 239 (False or deceptive statements) of the Income Tax Act (<https://laws-lois.justice.gc.ca/eng/acts/I-3.3/index.html>), or
- f. section 327 (False or deceptive statements) of the Excise Tax Act (<https://laws-lois.justice.gc.ca/eng/acts/E-15/>), or
- g. section 3 (Bribing a foreign public official) of the Corruption of Foreign Public Officials Act (<https://laws-lois.justice.gc.ca/eng/acts/C-45.2/index.html>), or

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h. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act (<https://laws-lois.justice.gc.ca/eng/acts/C-38.8/>).

9. In circumstances where a criminal pardon or a record suspension has been obtained, or capacities have been restored by the Governor in Council, the Bidder must provide with its bid or promptly thereafter a copy of confirming documentation from an official source. If such documentation has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive.

10. Bidders understand that Canada may contract outside of the present solicitation process with a supplier who has been convicted of an offense enumerated under c) to h) of the paragraph hereinabove, or who is affiliated with someone who has been convicted of an offense enumerated under c) to h) of the paragraph hereinabove, when required to do so by law or legal proceedings, or when Canada considers it necessary to the public interest for reasons which include, but are not limited to:

- a. Only one person is capable of performing the contract;
- b. Emergency;
- c. National security;
- d. Health and safety; and
- e. Economic harm.

Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.

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BID PROPOSAL AND EVALUATION INSTRUCTIONS

MANDATORY BID PROPOSAL REQUIREMENTS

- (i) Proposals must be prefaced by a letter signed and dated by an authorized officer of the bidder, and attesting to the validity of the information contained in the proposal.
- (ii) For each proposed resource, proposals must indicate for which closest point of departure list(s) it wants to be considered and the language(s) in which services are offered.

MANDATORY TECHNICAL CRITERIA

The bid must demonstrate how the bidder and proposed resources (maximum of 4) meet all of the Mandatory Technical Criteria identified in *APPENDIX B: RESPONSIVE BID, SELECTION EVALUATION METHOD AND TECHNICAL CRITERIA* in order for the bid to be considered for further evaluation. Failure on the part of the bidder to meet any one (1) or more of the Mandatory Technical Criteria will result in the bidder and all proposed resources being deemed non-compliant and receiving no further consideration. Each Mandatory Technical Criterion must be addressed separately.

POINT RATED TECHNICAL CRITERIA

Proposed resources meeting all Mandatory Technical Criteria requirements will be evaluated against the Point Rated Technical Criteria in *APPENDIX B: RESPONSIVE BID, SELECTION EVALUATION METHOD AND TECHNICAL CRITERIA*, using the evaluation factors and weightings specified for each criterion. Each Point Rated Technical Criterion must be addressed separately in the bid.

GENERAL INSTRUCTIONS

For Mandatory Technical Criteria and Point Rated Technical Criteria listed in *APPENDIX B: RESPONSIVE BID, SELECTION EVALUATION METHOD AND TECHNICAL CRITERIA* requiring evidence of completed projects, the bidder and its proposed resource(s) must provide for each project:

- name and description of client organization;
- name, phone, email of client;
- scope, objective, size in dollars and resources, project timeframe (from-to dates month/year);
- description of the project including the background or context of the situation, including the bidder and/or proposed resource(s) roles and responsibilities in the project;
- concrete, specific examples that speak directly to each of the criteria;
- an outline of the events, referring specifically to the bidder's and/or proposed resource(s)'s role in the situation, actions taken and how the actions were executed. Include a brief rationale for actions and decisions.
- outcomes of the project; and
- names and contact information of references.

The bidder must start with the most recent experience, dates and duration of experience.

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The bidder must submit detailed CVs for each of the proposed resources and provide sufficient substantiation to demonstrate that they meet the minimum experience and educational requirements. Proof of education must be included in the bid. Canada reserves the right to verify the information presented by the bidder.

Where more than one proposed resource is submitted, each proposed resource (up to a maximum of the first 4) will be evaluated independently of one another in accordance with *APPENDIX B: RESPONSIVE BID, SELECTION EVALUATION METHOD AND TECHNICAL CRITERIA*.

All proposed resources must be identified with their individual resource ceiling per-diem rate in the Financial Proposal as described below.

FINANCIAL PROPOSAL

The financial proposal shall consist of all-inclusive ceiling per-diem rates for each proposed resource as per the table below:

Name(s) of proposed resource(s)	Resource Closest point(s) of departure	Resource Language competence	Resource Ceiling per-diem rate for Year 1, 2 and 3 of resulting Framework Agreement	Resource Ceiling per-diem rate for Option Year 1 of resulting Framework Agreement	Resource Ceiling per-diem rate for Option Year 2 of resulting Framework Agreement

Bidders may propose a different ceiling per-diem rate for each proposed resource.

The resulting Contract under the Third Party Funding Agreement Management Framework Agreement will only reimburse costs reasonably and properly incurred in the performance of the work as determined in *APPENDIX C-2: STATEMENT OF WORK* of the Third Party Funding Agreement Management Framework Agreement.

The all-inclusive ceiling per-diem rate must be:

- exclusive of applicable GST/HST; and
- all inclusive (e.g. include any and all costs of services such as remuneration, paid and time off benefits, direct and indirect costs, risk and profit, as well as actual travel incurred to reach the closest point of departure); and
- based on a work day of 7.5 hours exclusive of meal breaks. At time of call-out for a Contract under the Third Party Funding Agreement Management Framework Agreement, payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day (7.5 hours) will be prorated to reflect actual time worked in accordance with the following formula:

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(Hours worked × applicable firm per diem rate) ÷ 7.5 hours

; and

- all proposed resources must be available to work outside normal office hours during the duration of the resulting Contract under the Third Party Funding Agreement Management Framework Agreement; and
- effective for the full life of the Third Party Funding Agreement Management Framework Agreement, including option periods.

TRAVEL: GENERAL INFORMATION ON THE CLOSEST POINTS OF DEPARTURE

The bidder is responsible for all costs associated with reaching one of the Closest Points of Departure listed in table below. The Department will reimburse actual travel costs incurred to reach the designated work location as stipulated in the resulting Contract(s) under the Third Party Funding Agreement Management Framework Agreement from the lesser of, the Closest Point of Departure listed in the table below or from a closer location to the designated work if it results in a more cost effective solution.

The following cities have been identified as closest points of departure:

Brandon	Kenora	Regina	Thunder Bay	Whitehorse
Calgary	Moncton	Saskatoon	Toronto	Yellowknife
Edmonton	Montreal	Sept-Îles	Vancouver	
Fredericton	Ottawa	Saint John	Victoria	
Grand Prairie	Prince Albert	St. John's	Windsor	
Halifax	Quebec City	Sudbury	Winnipeg	

Refer to *APPENDIX C-1: TERMS OF PAYMENT* for further terms and conditions on travel.

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APPENDIX B: RESPONSIVE BID, SELECTION EVALUATION METHOD AND TECHNICAL CRITERIA

RESPONSIVE BID

To be declared a “Responsive Bid”, a bidder must:

- a) Comply with all of the requirements of the Request for Proposal (RFP);
- b) Meet all the Mandatory Technical Criteria; and
- c) Have each proposed resource meet the required minimum of 116 points overall for the “Point Rated Technical Criteria” which are subject to point rating. The rating is performed on a scale of 179 points.

Only bidders complying with (a) and (b) and (c) will be declared as a “Responsive Bid”. Neither the “Responsive Bid” that receives the highest number of the “Point Rated Technical Criteria” nor the one that submits the lowest “Financial Proposal Criteria” will necessarily be accepted.

Only “Responsive Bids” will be considered in the “Selection Evaluation Method”. The “Selection Evaluation Method” is a “Combined Rating of Point Rated Technical Criteria and Financial Proposal Criteria”, where only the Financial Proposals (celling resource per-diem rates defined in the Financial Proposals section on page 12) of the “Responsive Bids” will be opened and included in the evaluation.

SELECTION EVALUATION METHOD

Each proposed resource of a “Responsive Bid” will be evaluated individually. A “Combined Rating of Point Rated Technical Criteria and Financial Proposal Criteria” will be used in the “Selection Evaluation Method” as follows:

1. “Point Rated Technical Criteria” is weighed at 75%:
 - a. $Point\ Rated\ Technical\ Criteria = (Point\ Rated\ Technical\ Criteria\ proposed\ resource\ individual\ result) \times 75$
2. “Financial Proposal Criteria” is weighed at 25%:
 - a. The “Financial Proposal Criteria” for each individual proposed resource is calculated based on the Financial Proposal submitted by the bidder**.
 - b. $Financial\ Proposal\ Criteria = ((Lowest\ Weighted\ Average\ Resource\ Per-diem\ Rate^*\ submitted\ by\ all\ bidders)/(Individual\ proposed\ resource\ weighted\ average\ per-diem\ rate)) \times 25$
3. The sum of the “Point Rated Technical Criteria” and the “Financial Proposal Criteria” for each individual proposed resource is referred to as the “Combined Rating of Point Rated Technical Criteria and Financial Proposal Criteria”.
 - a. $Combined\ Rating\ of\ Point\ Rated\ Technical\ Criteria\ and\ Financial\ Proposal\ Criteria = Point\ Rated\ Technical\ Criteria + Financial\ Proposal\ Criteria$
 - b. Each individual proposed resource must achieve a minimum of 70 on the “Combined Rating of Point Rated Technical Criteria and Financial Proposal Criteria” to be qualified in meeting the requirements of the RFP and will be considered as a resource for an awarded Third Party Funding Agreement

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Management Framework Agreement. One Third Party Funding Agreement Management Framework Agreement may represent multiple qualified resources.

*To determine the Lowest Weighted Average Resource Per-diem Rate, (a) a weighted average of the ceiling per-diem rate for each proposed resource in each bidders Financial Proposal will be calculated using 100 days of work per year (for demonstration purposes only; there is no minimum day of work guarantee for an awarded Third Party Funding Agreement Management Framework Agreement and/or subsequent resulting Contract under the Third Party Funding Agreement Management Framework Agreement), and (b) the lowest weighted average resource ceiling per-diem rate of all the bidders will be used as the Lowest Weighted Average Resource Per-diem Rate variable in the “Financial Proposal Criteria” calculation. See examples below.

EXAMPLES OF SELECTION EVALUATION CRITERIA

Weighted average resource ceiling per-diem rate (\$) for each bidders Financial Proposal					
Name(s) of resource proposed	Resource Closest point(s) of departure	Resource Language competence	Resource Ceiling per-diem rate for Year 1, 2 and 3 of resulting Framework Agreement	Resource Ceiling per-diem rate for Option Year 1 of resulting Framework Agreement	Resource Ceiling per-diem rate for Option Year 2 of resulting Framework Agreement
XXX	XXX	XXX	1,200 (A)	1,230 (B)	1,260 (C)
XXX	XXX	XXX	1,300	1,330	1,360
100 DAYS OF WORK PER YEAR			300 (100*3) (D)	100 (E)	100 (F)
Multiply lowest resource ceiling per-diem rate in Financial Proposal by the number of days			360,000 (1,200*300) (G)=(A)*(D)	123,000 (1,230*100) (H)=(B)*(E)	126,000 (1,260*100) (I)=(C)*(F)
Add total price over life of the framework agreement (5 years), including the option years			609,000 (360,000+123,000+126,000) (J)= (G)+(H)+(I)		
Divide the total price by 5 years			121,800 (609,000/5) (K)=(J)/5 YEARS		
Divide by the 100 days of work per year, for the weighted average calculation which becomes the lowest weighted average resource ceiling per-diem rate of this Financial Proposal			2,018 (121,800/100) (L)=(K)/100 DAYS OF WORK PER YEAR		

Combined Rating of Point Rated Criteria and Financial Proposal Criteria			
	Bidder 1	Bidder 2	Bidder 3
Point Rated Technical Criteria	150/207	175/207	190/207

THIRD PARTY FUNDING AGREEMENT MANAGEMENT FRAMEWORK AGREEMENT

Financial Proposal Criteria		1218*/1218	1218/1400	1218/1450
Weighted	Point Rated Technical Criteria	(150/207)*75= 54.35	(175/207)*75= 63.41	(190/207)*75= 68.84
	Financial Proposal Criteria	(1218/1218)*25= 25	(1218/1400)*25= 21.75	(1218/1450)*25= 21
Combined Rating of Point Rated Criteria and Financial Proposal Criteria		79.35	85.16	89.84

** In this example, \$1,218 is the Lowest Weighted Average Resource Per-diem Rate submitted by all bidders.*

In this example, each resource would be considered for inclusion in a framework agreement.

This example is for illustrative purposes only.

**Bidder(s) in the *Section Evaluation Method* section refers only to those bidder(s) who have met the "Responsive Bid" criteria.

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MANDATORY TECHNICAL CRITERIA

Mandatory Technical Criteria (MT) for the Bidder				
Number	Mandatory Technical Criteria	MET	NOT MET	Cross Reference to Proposal
MT1	<p>The Bidder must demonstrate through 2 to 4 projects with at least 3 months of duration each, that the company has twenty- four (24) months of experience, within the last sixty (60) months prior to date of bid closing, in the execution of and providing direct support in the improvement of at least two (2) of the following functions of an Indigenous Community (First Nation, Indigenous, Tribal council, indigenous organization, or other):</p> <ul style="list-style-type: none">• Governance, or• Program administration, or• Financial management, or• Debt management, or• Service delivery, or• Planning.			

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Mandatory Technical Criteria (MT) for each Proposed Resource by the Bidder				
Number	Mandatory Technical Criteria	MET	NOT MET	Cross Reference to Proposal
MT2	<p>The Bidder must demonstrate through 2 to 4 projects with at least 3 months of duration each, that each proposed resource has thirty-six (36) months of experience, within the last sixty (60) months prior to date of bid closing, in the execution of and providing direct support in the improvement of at least two (2) of the following functions of an Indigenous Community (First Nation, Tribal council, indigenous organization, or other):</p> <ul style="list-style-type: none"> • Governance, or • Program administration, or • Financial management, or • Debt management, or • Service delivery, or • Planning. 			
MT3	<p>The Bidder must demonstrate that each proposed resource has a College Diploma or University Degree from a recognized post-secondary institution or the equivalent as established by a recognized Canadian academic credentials assessment service, if obtained outside of Canada*.</p>			

** In case where studies were completed in an institution outside of Canada, only equivalence from an accredited institution recognizing the credentials as Canadian equivalences will be accepted. These institutions include the credential assessment services of the federal and provincial governments and the International Credential Assessment Service of Canada, as well as others recognized as credential assessment services for comparing degrees and diplomas to Canadian standards and identified on the Canadian Information Centre for International Credential Web site at the following address:
<http://www.cicic.ca/413/assessment-of-credentials-for-employment-in-canada.canada>*

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POINT RATED TECHNICAL CRITERIA

Point Rated Technical Criteria (RT) for the Bidder			
Number	Point Rated Technical Criteria	Maximum Points	Cross Reference to Proposal
RT1	The Bidder is registered in the Aboriginal Business Directory* and is in good standing.	Maximum 10 points assigned per proposed resource	Cross Reference Proposal

*To register, visit www.aadnc-aandc.gc.ca/abd

1. [Eligibility criteria](#) to be registered in the Aboriginal Business Directory
2. *The Bidder:*
 - a. *must be registered in the Aboriginal Business Directory by bid submission date (page 1 of this document);*
 - b. *must certify that it meets, and will continue to meet throughout the duration of any resulting contract(s) under the Third Party Funding Agreement Management Framework Agreement, the requirements described in the [Eligibility criteria](#);*
 - c. *agrees that any subcontractor it engages under any resulting contract(s) under the Third Party Funding Agreement Management Framework Agreement must satisfy the requirements described in the [Eligibility criteria](#);*
 - d. *agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the [Eligibility criteria](#);*
 - e. *upon request by Canada, must provide all information and evidence supporting compliance with requirements of the [Eligibility criteria](#). The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits; and*
 - f. *By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements in the [Eligibility criteria](#) is accurate and complete.*

Point Rated Technical Criteria (RT) for each Proposed Resource by the Bidder			
Number	Point Rated Technical Criteria	Maximum Points	Cross Reference to Proposal
RT2	The Bidder's proposed resources each have thirty-six (36) months of experience, within the last sixty (60) months prior to date of bid closing, demonstrated through 2 to 4 projects with at least 3 months of duration each, working for Indigenous Communities in a minimum of six (6) out of the following nine (9) elements:		
	1. Financial Planning, Budgeting, Forecasting & Reporting: <ul style="list-style-type: none"> • Financial plan for short, medium & long-term 	Maximum 25 points per proposed	Cross Reference Proposal

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	<ul style="list-style-type: none"> • Financial budget (monthly, quarterly, bi-annually, annually, etc) • Financial forecast (monthly, quarterly, bi-annually, annually, etc) • Financial report (variance analysis, etc) • Assess gaps in financial planning, budgeting, forecasting and reporting process and capacity; and provide advice on closing gap measures. <p>5 points per bullet to a maximum of 25 points per proposed resource.</p>	resource	
	<p>2. Financial Policy Development & Analysis:</p> <ul style="list-style-type: none"> • Develop Internal Financial Control, Cash Management, Delegation of Authorities, etc. • Analyze various Financial, Accounting and Internal Control Policies • Assess gaps in financial policies; provide advice on closing gap measures and implement new financial policies. <p>5 points per bullet to a maximum of 15 points per proposed resource.</p>	Maximum 15 points per proposed resource	Cross Reference Proposal
	<p>3. Program Management (Social, Education, Capital, etc):</p> <ul style="list-style-type: none"> • Provide uninterrupted program and service delivery to an organization and/or community's service population • Assess service delivery gaps/issues • Identify and prioritize gaps/issues in service delivery • Identify key resources for continuance of program and service delivery • Manage salaries and benefits payable • Implement improved service delivery plans, policies and procedures • Align program and service delivery to Funding Agreement • Prepare and execute a Management Action Plan <p>3 points per bullet to a maximum of 24 points per proposed resource.</p>	Maximum 24 points per proposed resource	Cross Reference Proposal
	<p>4. Financial Management & Debt Issues:</p> <ul style="list-style-type: none"> • Maintain books and records in 	Maximum 20 points per	Cross Reference Proposal

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	<p>accordance with Generally Accepted Accounting Principles</p> <ul style="list-style-type: none"> • Manage financial issues • Manage debt issues (e.g. negotiating with creditors) • Assist in discharge of indebtedness (e.g. debt restructuring) <p>5 points per bullet to a maximum of 20 points per proposed resource.</p>	<p>proposed resource</p>	
	<p>5. Governance:</p> <ul style="list-style-type: none"> • Manage funding to ensure uninterrupted delivery of services • Demonstrate accountability to service population • Facilitate the return of service delivery and administration duties to the client • Employ Risk Management best practices • Assess gaps in governance and provide advice on closing gap measures <p>5 points per bullet to a maximum of 25 points per proposed resource.</p>	<p>Maximum 25 points per proposed resource</p>	<p>Cross Reference Proposal</p>
	<p>6. Emergency Planning:</p> <ul style="list-style-type: none"> • Support and coordinate an emergency plan • Implement an emergency plan <p>5 points per bullet to a maximum of 10 points per proposed resource.</p>	<p>Maximum 10 points per proposed resource</p>	<p>Cross Reference Proposal</p>
	<p>7. Business Planning:</p> <ul style="list-style-type: none"> • Establish, communicate and support a business planning process • Develop strategic, business, operational, financial and business continuity plans <p>5 points per bullet to a maximum of 10 points per proposed resource.</p>	<p>Maximum 10 points per proposed resource</p>	<p>Cross Reference Proposal</p>
	<p>8. Relationship Management:</p> <ul style="list-style-type: none"> • Build and execute a communication plan and a stakeholder engagement plan • Help others change, grow and develop • Negotiate and engage with client (e.g. communication, interpersonal skills, etc) • Resolve conflict amongst different parties 	<p>Maximum 20 points per proposed resource</p>	<p>Cross Reference Proposal</p>

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	<p>to arrive at common resolution</p> <p>5 points per bullet to a maximum of 20 points per proposed resource.</p>		
	<p>9. Other:</p> <ul style="list-style-type: none"> • Work with the Recipient Reporting Requirements of Government of Canada Contribution Agreements. <p>5 points per bullet to a maximum of 5 points per proposed resource.</p>	Maximum 5 points per proposed resource	Cross Reference Proposal
RT3	<p>Referencing the requirement at MT2, the Bidder proposed resource has more than thirty-six (36) months of experience within the last one hundred eighty (180) months prior to date of bid closing, demonstrated through project(s) with at least 3 months of duration each.</p> <p>37 - 72 months = 5 points 73+ months = 10 points</p> <p>Maximum 10 points per proposed resource.</p>	Maximum 10 points per proposed resource	Cross Reference Proposal
RT4	<p>Each Bidder proposed resource possesses (1) of the following and is in good standing:</p> <ul style="list-style-type: none"> • Chartered Accountant (CA), or • Certified Management Accountant (CMA), or • Certified General Accountant (CGA), or • Chartered Professional Accountant (CPA), or • Chartered Financial Analyst (CFA), or • Certified Aboriginal Financial Manager designation. <p>5 points per bullet, maximum 5 points per proposed resource.</p>	Maximum 5 points per proposed resource	Cross Reference Proposal
	<p>Total for all Point Rated Technical Criteria is 179 points per proposed resource. The minimum required per proposed resource is 65% or 116 points overall.</p>		Cross Reference Proposal

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APPENDIX C: THIRD PARTY FUNDING AGREEMENT MANAGEMENT FRAMEWORK AGREEMENT

ARTICLES OF FRAMEWORK AGREEMENT

These Articles of Framework Agreement are made

Between *Her Majesty the Queen in Right of Canada* as represented by the Minister of Indigenous Services Canada and Minister of Crown-Indigenous Relations and Northern Affairs Canada (hereinafter referred to as “Canada”)

And ***Legal Name of Contractor***
Address Line 1
Address Line 2
Address Line 3

(Hereinafter referred to the as the “Third Party Funding Agreement Management”)

Whereas Canada may require from time to time the Third Party Funding Agreement Management to administer funding otherwise payable to an Indigenous Community and/or Tribal Council (hereinafter referred to as “Recipient”) related to programs and services to Indigenous Communities and to account to Canada for the use of the funding provided and the results achieved and to offer assistance to the Recipient to remedy default; and

Whereas the Third Party Funding Agreement Management has offered, in return for payment and according to the conditions in this framework agreement, to assume Third Party Funding Agreement Management services responsibilities as and when requested by Canada;

Therefore Canada and the Third Party Funding Agreement Management agree as follows:

1. Framework Agreement

This framework agreement stipulates terms and conditions which the Third Party Funding Agreement Management offers to assume Third Party Funding Agreement Management responsibilities at the prices and according to the terms set out in this framework agreement as and when Canada may request, by a Contract under the Third Party Funding Agreement Management Framework Agreement (hereinafter referred to as Contract). The Third Party Funding Agreement Management shall carry out these responsibilities in a prompt, diligent and efficient manner.

This framework agreement applies to all Contracts issued by Indigenous Services Canada and Minister of Crown-Indigenous Relations and Northern Affairs Canada (hereinafter referred to as the Department).

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The Department may make available this framework agreement, and all material related to this framework agreement to other federal departments that may wish to appoint the Third Party Funding Agreement Management to administer funding provided to Recipient by those departments.

2. Contract under Third Party Funding Agreement Management Framework Agreement Documents

This framework agreement consists of:

2.1 These Articles of Framework Agreement;

2.2 APPENDIX C-1: Terms of Payment

2.3 APPENDIX C-2: Statement of Work

2.4 APPENDIX C-3: General Conditions

2.5 APPENDIX C-4: Contract under the Third Party Funding Agreement Management Framework Agreement Response and Acceptance Form

2.6 APPENDIX C-5: Conflict of Interest Form

2.7 APPENDIX C-6: French Language Certification

2.8 APPENDIX C-7: Framework Agreement Instructions and Letter of Agreement

2.9 APPENDIX C-8: Additional Security Requirements

3. Definitions

Unless the context requires otherwise, the expressions listed below have the following meanings in this framework agreement and in any resulting Contract(s):

“Recipient” refers to the Indigenous Community or Tribal Council identified in Annex C of an *APPENDIX C-4: CONTRACT UNDER THE THIRD PARTY FUNDING AGREEMENT MANAGEMENT FRAMEWORK AGREEMENT RESPONSE AND ACCEPTANCE FORM*;

“Recipient Funding Agreement(s)” refers to the document(s) in Annex C of an *APPENDIX C-4: CONTRACT UNDER THE THIRD PARTY FUNDING AGREEMENT MANAGEMENT FRAMEWORK AGREEMENT RESPONSE AND ACCEPTANCE FORM* containing terms and conditions for funding one or more program(s), service(s), and/or project(s);

4. Payment to the Third Party Funding Agreement Management

Canada shall pay the Third Party Funding Agreement Management those amounts payable in accordance with the resulting Contract(s) and as per the conditions in *APPENDIX C-1: TERMS OF PAYMENT*.

5. Goods and Services Tax (GST) / Harmonized Sales Tax (HST)

The Third Party Funding Agreement Management must determine whether the Third Party Funding Agreement Management services provided under this framework agreement is subject to Goods and Services Tax or Harmonized Sales Tax. If so, the Third Party Funding

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Agreement Management must also determine the amount and claim it from Canada in accordance with the terms in *APPENDIX C-1: TERMS OF PAYMENT*.

6. Appropriate Law

This framework agreement and any resulting Contract will be governed by and construed in accordance with the laws in force in the province or territory of the Recipient.

7. Replacement of Resources

Replacement of resources named in this framework agreement is subject to approval by the Department. The qualifications of replacement resources must equal or exceed those they replace. Replacement resources must meet the language and security screening requirements and be available to provide the framework agreement's terms and conditions from the same closest point(s) of departure as those they replace. The curriculum vitae (CV) of replacement resources are to be submitted to the Representative of Canada named in section 11 in these articles of framework agreement. The Department shall evaluate proposed replacement resources according to the Third Party Funding Agreement Management services Request for Proposal (RFP) evaluation requirements.

Acceptance of proposed replacement resources will be via exchange of letters and as approved by Canada.

8. Addition of Resources

Resources can be added during the life of this framework agreement. Addition of resources is subject to approval by Canada as administrator of this framework agreement. Additional resources must meet the evaluation requirements described in the original RFP. The CV of replacement resources are to be submitted to the Director of the Transfer Payments Advisory Services (TPAS) at the Department. The Director shall evaluate such resources in keeping with the RFP evaluation requirements.

Acceptance of proposed additional resources will be via exchange of letters and as approved by Canada.

9. Duration

This framework agreement takes effect on the date of the latter signature of the parties. Unless sooner terminated as provided for in this framework agreement, it will remain in effect until March 31, 2022.

Canada may renew this framework agreement for extension after March 31, 2022 for up to two (2) periods of one-year or less. If Canada exercises this right, Canada must do so by written notice to the Third Party Funding Agreement Management.

10. Security Requirements

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- a. The Third Party Funding Agreement Management shall provide and maintain a system of security controls within the organization in accordance with the requirements of the Policy on Government Security (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578>) and the requirements described below. See *APPENDIX C-8: ADDITIONAL SECURITY REQUIREMENTS*.
- b. Canada will identify PROTECTED information or materials with one of the following security classifications as appropriate: PROTECTED A or PROTECTED B. The Department will give written notice of subsequent changes in the security classification. The third party will safeguard PROTECTED information or materials according to the requirements set out in the Policy and as per stipulated in this document.
- c. The Third Party Funding Agreement Management requiring access to PROTECTED information, assets or sensitive work site(s) must hold a valid resources security screening at the Reliability Status level, granted or approved by the Government of Canada.
- d. Canada agrees, on written application, to grant RELIABILITY status to the eligible Third Party Funding Agreement Management requiring access to SENSITIVE information or materials identified as PROTECTED. For purposes of this paragraph, the determination of eligibility shall be within the sole discretion of the Department.
- e. The Third Party Funding Agreement Management shall not disclose PROTECTED information or materials individual, or organization unless authorized by the Department.

11. Representative of Canada

For the purpose of the Third Party Funding Agreement Management Framework Agreement, unless otherwise specified, Canada designates as its representative the Director of TPAS of the Department. The Project Authority is the representative of the Director of TPAS of the Department, for the resulting Contract of the Third Party Funding Agreement Management Framework Agreement.

12. Notice of Communication

Any notice, information or document pertaining to this framework agreement must be in writing, must make reference to this framework agreement, and will be deemed to be given if it is delivered, sent by facsimile or e-mail or mail. Any notice sent by facsimile or e-mail will be deemed to be given one (1) business day after it is sent. Any notice that is mailed shall be deemed to be given eight (8) calendar days after it is mailed.

Either party may change the address shown in this framework agreement by informing the other party of the new address, and such change shall take effect fifteen (15) business days after the notice is received.

All notices must be sent to the following addresses:

To Canada: Director, Transfer Payments Advisory Services
Indigenous Services Canada
Les Terrasses de la Chaudière, North Tower
10 Wellington Street, Room 1210
Gatineau, Quebec K1A 0H4

To the THIRD PARTY FUNDING AGREEMENT MANAGEMENT:

13. Contracts under the Third Party Funding Agreement Management Framework Agreement

If and when required, Canada will issue Contracts under the Third Party Funding Agreement Management Framework Agreement using *APPENDIX C-4: CONTRACT UNDER THE THIRD PARTY FUNDING AGREEMENT MANAGEMENT FRAMEWORK AGREEMENT RESPONSE AND ACCEPTANCE FORM*. A signed *APPENDIX C-4: CONTRACT UNDER THE THIRD PARTY FUNDING AGREEMENT MANAGEMENT FRAMEWORK AGREEMENT RESPONSE AND ACCEPTANCE FORM* by Canada constitutes the resulting contract and the financial commitment by Canada to pay for the satisfactory fulfillment of Third Party Funding Agreement Management services responsibilities.

For emergency situations, Contracts under the Third Party Funding Agreement Management Framework Agreement may be direct and sourced up to a limit of \$50,000 (including fees and expenses) to meet emergency situations as determined by the Department's [Default Prevention and Management Policy](#) and any subsequent updates to this and other related policies over the life of the Third Party Funding Agreement Management Framework Agreement. The process for selecting prequalified firms in emergency situations is, in the following order: 1) Availability, 2) Closest point of departure to the Recipient and 3) Prior experience working with the Recipient.

Contracts under the Third Party Funding Agreement Management Framework Agreement exceeding \$50,000 will follow a competitive process and be sent out electronically. Bidders will have 48 hours to respond to a call-out and a Contract under the Third Party Funding Agreement Management Framework Agreement will be awarded based on the lowest price proposal. The price proposal must:

1. Only include the proposed resources originally submitted in the bidder's Financial Proposal of the RFP bid along with their closest point(s) of departure and their language competence. Refer to section *Status and Availability of Resources* for further instructions on this requirement.
2. Only include resources that meet the language requirement in the call-out for a Contract under the Third Party Funding Agreement Management Framework Agreement.
3. Be based on the proposed level of effort in days and cannot quote per-diem rates higher than the ones originally submitted in the bidder's Financial Proposal of the RFP bid.
4. Be submitted electronically to aadnc.paiementsdetransfertcentreexpertise-transferpaymentscentreofexpertise.aandc@canada.ca.

14. Termination

14.1 Upon notice Canada may terminate this framework agreement as well as any resulting Contracts:

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- a) If there is a change in appropriation by the Parliament of Canada for the fiscal year in which the payment is to be made;
 - b) For the Third Party Funding Agreement Management's failure to fulfill any term or condition of this framework agreement;
 - c) If the Third Party Funding Agreement Management or any of its employees or other persons for whom the Third Party Funding Agreement Management is responsible in respect of fulfilling the terms and condition of this framework agreement are charged or convicted with fraud, theft, committing false pretences or any similar offence or are disciplined by their professional body; or
 - d) If Canada determines that the Third Party Funding Agreement Management is in actual or potential conflict of interest under section 3 of *APPENDIX C-3: GENERAL CONDITIONS* of this framework agreement.
- 14.2 Without limiting the power of Canada to terminate this framework agreement under section, either Canada or the Third Party Funding Agreement Management may terminate this framework agreement at its convenience without cause before the expiry of this framework agreement upon providing the other party with at least thirty (30) business days prior written notice.
- 14.3 Following the termination of this framework agreement, the Third Party Funding Agreement Management shall:
- a) Return the balance of the Funding Account referred to in *paragraph 6.2.1.2 of APPENDIX C-2: STATEMENT OF WORK*, including any interest earned, along with any other amounts owing, due or payable to Canada forthwith, and in any event, no later than seven (7) calendar days from the receipt of the notice referred to in sections 14.1 or 14.2 unless Canada and the Third Party Funding Agreement Management agree otherwise in writing;
 - b) Provide audited financial statements to Canada in respect of the funding provided under this framework agreement as required by *paragraph 6.2.1.4 of APPENDIX C-2: STATEMENT OF WORK* within one hundred and twenty (120) calendar days of the date of termination of this framework agreement;
 - c) Fulfill any other reporting requirements of this framework agreement relating to the period ending on the date of termination as Canada may reasonably require; and
 - d) Submit a final quarterly schedule to Canada in accordance with requirements set out in *paragraph 6.2.1.4 of APPENDIX C-2: STATEMENT OF WORK* within sixty (60) calendar days of the date of the termination of this framework agreement.
- 14.4 Canada may, by notice to the Third Party Funding Agreement Management, require the Third Party Funding Agreement Management to promptly provide copies, to the extent permitted by law, of all accounts and records that are reasonably required to support the continuity of the program(s), service(s) and/or project(s) of the Recipient Funding Agreement administered under this framework agreement to the person, corporation or entity(ies) identified by Canada that will take on the administration of the program, service and/or project funding.

15. Withholding of Payments

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Canada may withhold any payments under any Contract in respect of any Recipient Funding Agreement where the Third Party Funding Agreement Management fails to fulfill any terms or conditions of this framework agreement or any resulting Contract or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or where a receiver is appointed under a debt instrument or a receiving order is made against the Third Party Funding Agreement Management, or an order is made or a resolution passed for the winding up of the Third Party Funding Agreement Management.

16. Recipient Approval or Consent

Where approval or consent of the Council is required under any provision of this framework agreement or any resulting Contract, that approval or consent must be expressed to the Third Party Funding Agreement Management by way of a resolution of the council of the Indigenous Community signed by a majority of the councillors present at a duly convened meeting of councillors. Where the Recipient is a Tribal Council, the approval or consent must be expressed by way of a resolution of the board of directors of the Tribal Council.

17. Amendment

Amendments to this framework agreement and to any resulting Contract must be in writing and must be executed by both parties.

This framework agreement, together with any written amendment to this framework agreement and any resulting Contracts under this framework agreement, comprise the entire framework agreement between the parties. No negotiation, undertaking or other framework agreement or document relating to the subject of this framework agreement has legal effect.

This framework agreement binds the parties to this framework agreement and their respective administrators and successors.

This framework agreement has been signed on behalf of the Third Party Funding Agreement Management and on behalf of Canada by their duly authorized officers.

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FOR **Name of THIRD PARTY FUNDING AGREEMENT MANAGEMENT**

Signature

Date

Print Name

Title

FOR **Canada**

Signature

Date

Print Name

Title

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APPENDIX C-1: TERMS OF PAYMENT

1. Basis of Payment

For the satisfactory delivery of programs and services as per the funding agreement(s) identified in *APPENDIX C-4: CONTRACT UNDER THIRD PARTY FUNDING AGREEMENT MANAGEMENT FRAMEWORK AGREEMENT RESPONSE AND ACCEPTANCE FORM* and the *APPENDIX C-2: STATEMENT OF WORK* of this framework agreement and as per, *Annex A: Specific Description of Third Party Funding Agreement Management* in the resulting Contract(s) and the fulfilment of all the Third Party Funding Agreement Management’s other obligations, Canada shall reimburse the Third Party Funding Agreement Management, in accordance with the provisions of this framework agreement, the fees and expenses reasonably incurred by the Third Party Funding Agreement Management, for the duration of the Contract describing further specific details, performance criteria, service standards and deliverable timelines of the work required, as well as, level of effort, financial limitation (based on the resource ceiling per-diem rates proposed at time of Request For Proposal (RFP)) and duration of the Contract; and as approved by Canada:

1.1 For each day spent directly on the fulfillment of the Third Party Funding Agreement Management terms and conditions as specified in the above paragraph, the all-inclusive daily rates for the following categories and named resources, will be:

Name(s) of Resource	Resource Closest point(s) of departure	Resource Language competence	Resource Ceiling per-diem rate for Year 1, 2 and 3 of resulting Framework Agreement	Resource Ceiling per-diem rate for Option Year 1 of resulting Framework Agreement	Resource Ceiling per-diem rate for Option Year 2 of resulting Framework Agreement

1.1.1. A workday of seven and one-half (7.5) hours exclusive of meal breaks to a limit of five (5) days a week, to a limit of thirty-seven and a half (37.5) hours per week unless previously authorized by the Project Authority identified in *APPENDIX C-4: CONTRACT UNDER THIRD PARTY FUNDING AGREEMENT MANAGEMENT FRAMEWORK AGREEMENT RESPONSE AND ACCEPTANCE FORM*.

1.1.2 Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$(\text{Hours worked} \times \text{applicable firm per diem rate}) \div 7.5 \text{ hours}$$

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- 1.1.3 The ceiling per-diem rate include any and all costs of services such as remuneration, paid and time off benefits, direct and indirect costs, risk and profit. Costs of travel from the resources' residence to the closest point of departure are deemed to be part of the ceiling per-diem rate and will not be reimbursed separately.
- 1.1.1 The per-diem rate is exclusive of applicable GST/HST.
- 1.1.2 All proposed personnel must be available to work outside normal office hours during the duration of the resulting Contract under the Third Party Funding Agreement Management Framework Agreement.
- 1.1.3 The per-diem rate will be in effect for the entire duration of the framework agreement, including all optional periods.

1.2 Travel Expenses

- 1.2.1 No travel should be undertaken under the Third Party Funding Agreement Management Framework Agreement and resulting Contract unless agreed upon by the Department. The Third Party Funding Agreement Management may be required to work on the Recipient's geographical location or a designated work location. In this case, the resulting Contract will stipulate this requirement and the following travel terms will apply:
- 1.2.2 The Department's travel cost reimbursement must result in the most cost effective solution and be in line with the Treasury Board Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>).
- 1.2.3 A fee rate based allowance will be used for time spent on travel. The number of hours allowed for travelling shall be determined and approved by Canada on the basis of the points of origin and destination. The fee rate based allowance cannot exceed 7.5 hours per 24 hours period for time spent on travel.
- 1.2.4 All necessary, reasonable and justifiable out-of-pocket expenses arising from the Third Party Funding Agreement Management as approved by Canada, such as long distance telephone calls, translation costs, production costs of reports, reproduction including printing of extra copies of documents.
- 1.2.5 The Third Party Funding Agreement Management is responsible for all costs associated with reaching one of the Closest Points of Departure listed in table 1.2.6. The Department will reimburse actual travel costs incurred to reach the designated work location as stipulated in the resulting Contract(s) from the lesser of, the Closest Point of Departure listed in 1.2.6 or from a closer location to the designated work if it results in a more cost effective solution.
- 1.2.6 Closest Points of Departure

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The following cities have been identified as closest points of departure:

Brandon	Kenora	Regina	Thunder Bay	Whitehorse
Calgary	Moncton	Saskatoon	Toronto	Yellowknife
Edmonton	Montreal	Sept-Îles	Vancouver	
Fredericton	Ottawa	Saint John	Victoria	
Grand Prairie	Prince Albert	St. John's	Windsor	
Halifax	Quebec City	Sudbury	Winnipeg	

2. Goods and Services Tax and Harmonized Sales Tax

2.1 The Third Party Funding Agreement Management acknowledges that the fees, prices and costs specified herein:

2.1.1 Take into account the Goods and Services Tax (GST) and the Harmonized Sales Tax (HST), if any, that the Third Party Funding Agreement Management must pay on the goods and services that the Third Party Funding Agreement Management incurs to fulfill the requirements described in the Contract(s), excluding tax credits and rebates to which the Third Party Funding Agreement Management is entitled;

2.1.2 Do not take into account the GST or the HST that Canada must remit to the Third Party Funding Agreement Management and that the Third Party Funding Agreement Management must collect from Canada pursuant to the Excise Tax Act.

2.2 The amount of GST or HST, if any, must be indicated separately on the Contracts for payment, financial reports or other documents of a similar nature that the Third Party Funding Agreement Management submits to Canada.

3. Method of Payment (to be specified on resulting Contract(s))

3.1 Option 1 – Monthly Progress Payments

Canada shall pay the Third Party Funding Agreement Management, not more often than once a month, the fees and expenses incurred by the Third Party Funding Agreement Management in the previous month.

Each monthly payment shall be subject to a holdback of ten percent (10%) applicable to all the fees. The holdbacks will be released quarterly in accordance with paragraph 4. Requests for payments must be accompanied by a narrative report and financial report on activities carried out, results achieved and funds expended during the month, satisfactory to Canada.

Option 2 – Quarterly Payments

Canada shall pay the Third Party Funding Agreement Management, not more often than once a quarter, the fees and expenses incurred by the Third Party Funding Agreement Management in the previous quarter.

Each quarterly payment shall be subject to a holdback of ten percent (10%) applicable to all the fees. The holdbacks will be released quarterly in accordance

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with paragraph 4. Requests for payments must be accompanied by a narrative report and financial report on activities carried out, results achieved and funds expended during the month, satisfactory to Canada.

3.2 Payment Requests

No payment shall be made to the Third Party Funding Agreement Management until Canada receives the following documentation properly completed:

- 3.2.1 A detailed invoice of the Third Party Funding Agreement Management's fees for time spent in the fulfillment of Third Party Funding Agreement Management Framework Agreement and the resulting Contract during the previous period indicating the date, the day and the number of hours worked each day;
- 3.2.2 A statement of expenses incurred during the previous period including all information which supports the expense claims, with copies of original receipts; and
- 3.2.3 In the event that the number of hours or days worked exceeds the total authorized for the week, a document in support of a claim for such work which also establishes that such work had been authorized, in advance, by the Project Authority named in the Contract.
- 3.2.4 For monthly invoicing, a narrative report and financial report on activities carried out, results achieved and funds expended during the month to Canada's satisfaction.
- 3.2.5 For quarterly invoicing, a narrative report and financial report on activities carried out, results achieved and funds expended during the month to Canada's satisfaction.

3.3 Notification to the Third Party Funding Agreement Management regarding issues with the Payment Requests

Within fifteen (15) business days of the receipt of the documentation required for payment requests, Canada shall notify the Third Party Funding Agreement Management, in writing, when any or a combination of the following situations occurs:

- 3.3.1 There are errors or omissions in the documentation;
 - 3.3.2 The Third Party Funding Agreement Management terms and conditions as specified in the Contract by the Third Party Funding Agreement Management is not, based on the information available to Canada at the time, satisfactory or in conformity with the Contract; or
 - 3.3.3 The amount claimed by the Third Party Funding Agreement Management appears to exceed the actual value of the work carried out and expenses incurred.
- 3.4 Any fees or expenses incurred by the Third Party Funding Agreement Management which are the subject of a notification for reasons referred to in subsection 3.3 shall be excluded for the purposes of payment until the fees or expenses in question have been accepted by Canada.

4. Release of Holdback

Where holdbacks are applied to the Contract, the Third Party Funding Agreement Management must request the release of the holdback. Canada shall release the holdback to the Third Party Funding Agreement Management at the end of the corresponding quarter if the Third Party Funding Agreement Management has met the terms and conditions of the contract.

5. Right of Set-Off

Without restricting any right of set-off or holdback under law or by any provision of the Contract, Canada may set off against any amount payable to the Third Party Funding Agreement Management by Canada under the Contract, any amount payable to Canada by the Third Party Funding Agreement Management under the Contract. This provision is applicable until the termination or expiration of this framework agreement.

6. Appointment of Other Third Party Funding Agreement Management

The Third Party Funding Agreement Management shall notify Canada when another federal department appoints the Third Party Funding Agreement Management to administer funding for the same Recipient.

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APPENDIX C-2: STATEMENT OF WORK

SW1. TITLE OF PROJECT

Assignment of Third Party Funding Agreement Management to restore government funded programs and services in an Indigenous Community on behalf of Indigenous Services Canada and Crown-Indigenous Relations and Northern Affairs Canada (hereinafter referred to as the Department).

SW2. BACKGROUND

2.1 The Department's Vision and mandate

The Department amongst other federal government departments provide funding for the delivery of programs and services for the benefit of members of Indigenous Communities. The funding is provided to the Recipient by way of transfer payments that are governed by funding agreements.

Funding is provided for a mix of block funded services and targeted programs. Funding agreements contain terms and conditions specific to the funding provided by each federal department. Other federal government departments typically include: Health Canada, Employment and Social Development Canada, and Canada Mortgage and Housing Corporation.

The funding agreements include requirements for financial reporting and provisions for intervention. The Department reviews financial statements and supplementary program reports to determine whether funds were used for the purpose intended and whether programs and services were delivered in accordance with the terms and conditions of the funding agreement.

The [Default Prevention and Management Policy](#) (DPMP) (and subsequent updates of this and other related policies) defines criteria and consequences of a Recipient's default on a funding arrangement. One of the consequences includes the Department seeking services under this Third Party Funding Agreement Management Framework Agreement, where a Third Party Funding Agreement Management is appointed by the Department to administer the funding and preferably may also be required to assist the Recipient in developing its capacity for management of the funding agreement.

The Department's funding agreement models with Indigenous Community Recipients are available on The Department's external website at <http://www.aadnc-DIAND.gc.ca/eng/1322746231896/1322746482555>.

2.2 Context of Third Party Funding Agreement Management Framework Agreement

The funding agreement with the Recipient will not normally be terminated nor amended upon appointment of the Third Party Funding Agreement Management. Funding under the funding agreement will be redirected to a Third Party Funding Agreement Management. Funding agreements will remain in place to ensure the contractual relationship with the Recipient is maintained, recognizing that some of the Recipient's obligations may not be possible for the Third Party Funding Agreement Management to fulfil, e.g. consolidated financial statements prepared in accordance with the Department's Reporting Guide, certain accountability requirements which are of a governance nature; and the Recipient's participation with and

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support of the Third Party Funding Agreement Management in the resolution of the default and/or the difficulties which gave rise to the default.

SW3. OBJECTIVE

Working as closely as possible with the Indigenous Community's Chief, Council and band management, the Third Party Funding Agreement Management may be asked to mitigate the effects of a default (as defined in the DPMP and subsequent updates to this and other related policies) on Indigenous Communities' members, and particularly those effects that impinge on their health and safety. The Third Party Funding Agreement Management may be asked, and as specified in the Contract under the Third Party Funding Agreement Management Framework Agreement, to provide services in one or more of the following Task Areas:

- 3.1 Task Area 1: Manage and administer the Department's funding agreements which may include delivery of essential services; and
- 3.2 Task Area 2: Restore proper management of federal funds which may include delivery of essential services; and
- 3.3 Task Area 3: Restore and maintain active engagement of Chief, Council and band management; and
- 3.4 Task Area 4: Advise Chief, Council and band management on capacity development priorities.

The resulting Contract under the Third Party Funding Agreement Management Framework Agreement, will describe further specific details, performance criteria, service standards and deliverable timelines of the work required, as well as, level of effort, financial limitation (based on the resource ceiling per-diem rates proposed at time of Request for Proposal (RFP)) and duration of the Contract.

SW4. TERMINOLOGY

- 4.1 **Chief, Council and band management:** Indigenous Community's leadership and management.
- 4.2 **Capacity Development Supports:** Authorized advice, assistance and/or resources provided to recipients in order to help them strengthen their ability to perform a function or achieve an outcome.
- 4.3 **Recipient:** An individual or entity that either has been authorized to receive a transfer payment or that has received that transfer payment.
- 4.4 **Funding Agreement (FA):** A written agreement between the Government of Canada and a recipient that sets out the obligations or understandings of both parties with respect to transfer payments.
- 4.5 **Default:** As defined in the [Default Prevention and Management Policy](#) and any subsequent update to this and other related policies over the life of the Third Party Funding Agreement Management Framework Agreement.

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4.6 **Project Authority:** The Department's representative in the resulting Contract under the Third Party Funding Agreement Management Framework Agreement.

SW5. REFERENCE DOCUMENTS

5.1 Successful bidders will be required to follow relevant policies, principles, guidelines, templates, standards and directives, now currently in place and as they evolve over the life of the Third Party Funding Agreement Management Framework Agreement, as issued by the Treasury Board of Canada, Treasury Board Secretariat and the Department, among others. They include, but are not limited to:

5.1.1 Default Management and Prevention Policy

<http://www.aadnc-aandc.gc.ca/eng/1386790074541/1386790301856>

5.1.2 Default Management and Prevention Directive

<http://www.aadnc-aandc.gc.ca/eng/1386448279932/1386448405724>

5.1.3 Directive on Third Party Funding Agreement Management

<http://www.aadnc-aandc.gc.ca/eng/1325173099700/1325173168776#a8>

5.1.4 The Reporting Guide

<https://www.aadnc-aandc.gc.ca/eng/1385559716700/1385559777677>

SW6. WORK REQUIREMENTS

This RFP is for all the four task areas introduced in *SW3 OBJECTIVE*. Bidders must propose to provide services in all of the task areas:

6.1 Task Area 1: Manage and administer the Department funding agreements which may include delivery of essential services

6.1.1 Management and administrative roles include safeguarding the financial operations required in support of delivery of programs and services to Indigenous communities while assisting the Recipient to be in a position to administer the funding in the near future. The required services may include, but are not limited to the following:

- a) Accept, competently administer, and professionally manage, in whole or in part, the Recipient's funding agreement and its obligations set out in the funding agreement advanced by the Department pursuant to and only for the purposes expressly provided for in this funding agreement, including implementing procedures to facilitate program management and to support financial control, and account to the Department for the use of the funding advanced and the results achieved;
- b) Ensure that no funding advanced by the Department to the Third Party Funding Agreement Management in a fiscal year is expended for any purpose other than for programs and services that are set out in the framework agreement and that are

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- delivered in the same fiscal year, and, in exceptional circumstances, for debt repayment required in order to continue delivery of essential services;
- c) Notwithstanding anything to the contrary set out in the funding agreement, meet the delivery standards for the programs and services set out in the funding agreement with the Recipient;
 - d) Assume and carry out the obligations of the Recipient related programs and services as set out in the funding agreement.
 - e) Effectively and efficiently deliver, on behalf of the Recipient, the programs and services set out in the funding agreement with the Recipient, in accordance with the program delivery and reporting requirements in the funding agreement.
 - f) Provide the Department with reports as prescribed in the funding agreement, as amended from time to time, and other reports as the Department may require by written notification.
 - g) Meet the due dates for reporting set out in the funding agreement with the Recipient.
 - h) The Third Party Funding Agreement Management shall ensure, at all times, that their team includes individuals that meet the qualifications required in this RFP to deliver the programs and services for which funding is provided under this framework agreement.
 - i) The Third Party Funding Agreement Management shall:
 - i) determine which of the Recipient's staff are necessary for the continuance of programs and services;
 - ii) not terminate the employment of the Recipient's staff or hire staff on behalf of the Recipient;
 - iii) pay, on the Recipient's behalf, salaries and benefits of such staff to the extent that funds are provided under the funding agreement for this purpose; and
 - iv) inform the Recipient of any changes to the wages, hours, job requirements, to the extent that funds are provided under the funding agreement for this purpose.
 - j) Where the Third Party Funding Agreement Management pays, on the Recipient's behalf, salaries and benefits of such staff, the Third Party Funding Agreement Management shall in consultation with the Canada Revenue Agency, open a secondary account using an extension to the Recipient's employer number, and complete all reporting and statutory deductions at source; and make best efforts to comply with any collective agreements covering the Recipient's employees;
 - k) Where the Third Party Funding Agreement Management requires assistance with the administration of the funding or the delivery of services beyond that which is provided by the Recipient's staff funded under the funding agreement advanced by the Department, the Third Party Funding Agreement Management may hire persons for this purpose provided that the Third Party Funding Agreement Management hires them under written employment contracts that provide that the employment is temporary and may be terminated on short notice; and
 - l) The Third Party Funding Agreement Management shall comply with all applicable employment laws including the *Canada Labour Code*.

6.2 Task Area 2: Restore proper management of federal funds which may include delivery of essential services

The required services may include, but are not limited to the following:

6.2.1 Restore proper management of federal funds

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6.2.1.1 Debt Management

- a) Act as facilitator between the Recipient and its creditors to negotiate repayment plans, if required; and/or
- b) Manage financial and debt issues as well as debt restructuring, with the view to assist in the discharge of indebtedness.

6.2.1.2 Funding Account

- a) The Third Party Funding Agreement Management shall establish and maintain an account (hereinafter referred to as "Funding Account") with a recognized Canadian Financial Institution in the Third Party Funding Agreement Management's name, in trust, with the explicit notation that the account is established "in trust" into which all payments advanced by the Department under this framework agreement shall be deposited.
- b) Where the identity of the Recipient's primary banking facility for funding by the Department immediately prior to the appointment of the Third Party Funding Agreement Management is known to the Third Party Funding Agreement Management, and where that facility is a recognized Canadian Financial Institution, the Third Party Funding Agreement Management shall establish and maintain the funding account in that financial institution, unless, in the Third Party Funding Agreement Management's opinion, it is inconsistent with the purposes of this framework agreement to establish or maintain the funding account in the Recipient's primary banking facility.
- c) For further clarity, the Third Party Funding Agreement Management shall not draw its remuneration from the funding account.

6.2.1.3 Notice to the Public and to the Recipient's Financial Institution

- a) The Third Party Funding Agreement Management shall, within 10 days of appointment:
 - i) Provide public notice in a local newspaper, closest to the Recipient's geographical location, of the appointment of the Third Party Funding Agreement Management to administer funding for the provision of programs and services; and
 - ii) If the financial institution where the Recipient held accounts immediately prior to the appointment of the Third Party Funding Agreement Management is known to the Third Party Funding Agreement Management notify that financial institution of the appointment.

6.2.1.4 Financial Reporting

- a) Prepare annual financial statements and engage qualified independent party to deliver audited annual financial statements in accordance with the Public Sector Accounting Board standards for funding advanced by the Department under the Third Party Funding Agreement Management Framework Agreement in respect of the Recipient;
- b) Prepare a schedule of remuneration paid and expenses reimbursed to the Recipient's chiefs and each of its councillors, whether in their capacity as such or in any other capacity, from funding advanced by the Department under the Third Party Funding Agreement Management Framework Agreement;
- c) Provide the reports identified in subsections 6.2.1.4(a) and 6.2.1.4(b) above and, where required, remaining reports, to the Department, within 120 calendar days from the end of the Recipient's fiscal year and provide information on these reports to the Recipient and the Recipient's auditor within 90 calendar days from the end of the Recipient's fiscal year;

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- d) If requested by the Recipient, assist the Recipient in preparing its:
 - i) annual Audited Consolidated Financial Statements; and
 - ii) an annual schedule of remuneration paid and expenses reimbursed to its chiefs and each of its councillors, whether in their capacity as such or in any other capacity, by the Recipient and by any entity that, in accordance with Generally Accepted Accounting Principles, is required to be consolidated with the Recipient;
- e) Provide the Department and the Recipient unaudited statements of revenue and expenditure for each program and service funded by the Department and variance reports that establish comparisons between budgets and actual expenditures within thirty (30) calendar days of the end of each quarter (or more often as the Department may require);
- f) Maintain proper and accurate books and records, including financial records in accordance with Generally Accepted Accounting Principles, relating to the Third Party Funding Agreement Management Framework Agreement;
- g) Keep such books and records, including records acquired from the Recipient or another Third Party Funding Agreement Management for the purposes of carrying out the Third Party Funding Agreement Management Framework Agreement, for a period of at least seven (7) years from the termination or expiry of the Third Party Funding Agreement Management Framework Agreement; and
- h) Provide copies of accounting records to the Recipient on request of the Recipient.

6.2.2 Restore delivery of essential services

- a) Assist the Recipient to remedy default in order to facilitate the return of administration of the funding agreement to the Recipient. This may include the preparation and implementation of the Management Action Plan (MAP) that is aligned with the Chief, Council and band management's strategic vision as identified in the Contract. This may include the provision of advice on the resolution of difficulties as well as capacity development, including the preparation and implementation of strategy as defined in the DPMP, the Directive on Third Party Funding Agreement Management (TPFAM), other applicable policies; and any subsequent updated versions of these and other related policies.
- b) MAP: Upon the request of the Department and/or within sixty (60) calendar days of the date of execution of this framework agreement, whichever comes earlier, the Third Party Funding Agreement Management may prepare, or participate in the development of a MAP which shall include:
- c) According to the Third Party Funding Agreement Management's best information, may prepare and maintain an aged listing of the Recipient's accounts receivable and accounts payable and a list of the Recipient's debt;
 - i) Terms and payment obligations on amounts owing, including a description of any pre-existing repayment or renegotiation arrangements between Recipient and its creditors and the terms and conditions of such arrangements;

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- ii) May prepare a list, according to the Third Party Funding Agreement Management's best information, of all sources of Recipient funds that the Third Party Funding Agreement Management recommends the Recipient draw upon to make Recipient debt repayments;
- iii) Proposed repayment schedules for the Recipient debt having regard to any arrangements between the Recipient and its creditors with respect to the Recipient debt; and
- iv) Other recommendations to the Recipient that would address the Recipient's capacity to administer funding for programs and services and any difficulties which gave rise to default under a funding agreement.

6.2.2.1 The Third Party Funding Agreement Management shall seek and, where possible, obtain Recipient and Capacity Development Supports support for the MAP. This should take the form of the Recipient's written approval of the MAP; and the Recipient's consent to provide the MAP to the Department for the purposes of reviewing the progress of the Recipient to address default and of the Third Party Funding Agreement Management in complying with the Terms and Conditions of the Third Party Funding Agreement Management Framework Agreement.

6.2.2.2 The Third Party Funding Agreement Management shall amend the MAP as required and in so doing shall follow due process (defined in 6.2.2 (a) to (s) and 6.2.2.1) with respect to any amended MAP. The Third Party Funding Agreement Management shall make any amended MAP available forthwith to the Recipient, and, on Recipient consent, to the Department.

6.2.2.3 The Third Party Funding Agreement Management shall provide to the Department quarterly written progress reports on the preparation of the MAP and, in consultation with the Recipient, on the implementation of the MAP by the Recipient.

6.3 Task Area 3: Restore and/or maintain active engagement of Chief, Council and band management

The required services may include, but are not limited to the following:

6.3.1 Accountability

- a) The Third Party Funding Agreement Management shall maintain a system of accountability to the Recipient's Indigenous Community members that meets or exceeds the requirements set out in the funding agreement between the Department and the Recipient. This may include the following:
 - i) Decision making processes of the Third Party Funding Agreement Management affecting individuals shall be made known to the individual that may be affected by the decision. An individual or individuals that dispute decisions of the Third Party Funding Agreement Management shall have an opportunity to be heard by the Third Party Funding Agreement Management; and the outcomes of decisions by the Third Party Funding Agreement Management on such dispute shall be disclosed to the affected individual(s).

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- ii) The Third Party Funding Agreement Management shall make best efforts to keep the Recipient, Indigenous Community's Chief, Council, band management, and community members informed in respect of progress under the Third Party Funding Agreement Management Framework Agreement, and shall, during the term of this framework agreement initiate, at a minimum, quarterly information sessions with the Recipient, Indigenous Community's Chief, Council, band management, and community members to provide updates on any decisions and actions taken under the Third Party Funding Agreement Management Framework Agreement. If the Third Party Funding Agreement Management encounters difficulty in arranging such information sessions, the Third Party Funding Agreement Management must either conduct these information sessions in a geographical location outside of the Recipient's premises (e.g. off-reserve location) or make best efforts to provide relevant information by mail to community members.
- iii) The Third Party Funding Agreement Management shall inform Indigenous Community's Chief, Council, band management, and community members on how they can communicate with the Third Party Funding Agreement Management. The Third Party Funding Agreement Management shall respond to inquiries from Indigenous Community's Chief, Council, band management, and community members.

6.3.2 Work with and assist Chief, Council and band management in fulfilling its obligations with applicable the Department policies and directives, as determined by the Department, Capacity Development Supports and the Recipient with the intent to exit as soon as possible and facilitate a smooth handover of administration to Chief, Council and band management.

- a) The Department is working with multiple Capacity Development Supports to restore services to the Indigenous Community members and develop Chief, Council and band management capacity to sustain a program and service delivery model.
- b) The Third Party Funding Agreement Management's immediate mandate is to restore the programs and service delivery to Indigenous Community and may be called upon to work with both the Department and Capacity Development Supports and subsequently to participate in the handover of these activities to the Chief and Council and band management and their designated officers and employees. The handover may include an exit strategy to facilitate a smooth transition of funding administration from the Third Party Funding Agreement Management to the Chief, Council and band management.

6.4 Task Area 4: Advise Chief, Council and band management on capacity development priorities

The required services may include, but are not limited to the following:

6.4.1 Financial Advisory

- a) The Third Party Funding Agreement Management shall approach the Recipient's leadership to offer advisory assistance in the following areas:
 - i) management and repayment of the Recipient's debt;
 - ii) capacity-building in the administration and service delivery of funding for programs and services; and
 - iii) capacity-building in governance and financial management; and

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- iv) address any difficulties which gave rise to default under a funding agreement.
- b) For the purpose of providing such advisory assistance the Third Party Funding Agreement Management seek the Recipient's written consent to:
 - i) Review the Recipient's records, books and reports;
 - ii) Review and assess the management and financial systems of the Recipient;
 - iii) Review and analyse any arrangements between the Recipient and its creditors with respect to Recipient debt;
 - iv) Review and analyse any MAPs as defined in any funding agreements; and
 - v) Facilitate discussions between the Recipient and its creditors on repayment and renegotiation of the Recipient's debt.

SW7. ACCEPTANCE CRITERIA

7.1 Acceptance Criteria

7.1.1 Performance management procedures will vary depending on the complexity of the work involved and as stipulated in the Contract under the Third Party Funding Agreement Management Framework Agreement, the Department's procedures generally include reviews by the Project Authority, program officials, Capacity Development Supports and/or internal and external advisory committees, and/or other subject and methodological experts, both internal and external. The Project Authority may seek the input of the Recipient in evaluating the performance of the Third Party Funding Agreement Management.

7.1.2 In addition to the deliverables and associated standards required to be fulfilled in *SW6 WORK REQUIREMENTS* and specific stipulations in the Contract under the Third Party Funding Agreement Management Framework Agreement, the Third Party Funding Agreement Management must meet 100% of the work requirements agreed on in the Contract under the Third Party Funding Agreement Management Framework Agreement to the satisfaction of the Project Authority to be rendered successful in delivering on the terms and conditions of the resulting Contract under the Third Party Funding Agreement Management Framework Agreement.

7.1.3 All payments will be contingent upon the Department's satisfaction with the deliverables and associated standards defined in *SW6 WORK REQUIREMENTS* and specific stipulations in the Contract under the Third Party Funding Agreement Management Framework Agreement.

7.1.4 Performance shall be evaluated quarterly and at end of the Contract under the Third Party Funding Agreement Management Framework Agreement.

7.1.4 The Department reserves the right to include additional specific details, performance criteria, service standards and deliverable timelines of the work required, as well as, level of effort, financial limitation and duration in the Contract under the Third Party Funding Agreement Management Framework Agreement to meet the needs of the Recipient.

7.2 Incentive

7.2.2 The Project Authority is responsible to complete a performance evaluation against the work requirements selected from the *SW6 WORK REQUIREMENTS and associated timelines*

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agreed on in the Contract under the Third Party Funding Agreement Management Framework Agreement. The evaluation will be completed quarterly and at end of Contract under the Third Party Funding Agreement Management Framework Agreement. The incentive program is as follows:

- a) If the Third Party Funding Agreement Management meets 100% of the work requirements and associated timelines agreed on in the Contract under the Third Party Funding Agreement Management Framework Agreement to the satisfaction of the Project Authority, he/she will receive 15% of the Contract under Third Party Funding Agreement Management Framework Agreement total value as a bonus payment to be paid out once, at the end of the Contract under the Third Party Funding Agreement Management Framework Agreement.

SW8. WORK LOCATIONS

The Third Party Funding Agreement Management may be required to work in the Recipient's geographical location or a designated work location. In this case, the resulting Contract under the Third Party Funding Agreement Management Framework Agreement will stipulate this requirement and the Third Party Funding Agreement Management must follow the travel terms and conditions described in *APPENDIX C-1: TERMS OF PAYMENT*.

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APPENDIX C-3: GENERAL CONDITIONS OF THE FRAMEWORK AGREEMENT

1. Assignment of Framework Agreement

This Framework agreement shall not be assigned, in whole or in part, by the Third Party Funding Agreement Management without the prior written consent of Canada and any purported assignment made without that consent is void and of no effect. No assignment of the framework agreement, in whole or in part, shall relieve the Third Party Funding Agreement Management from obligation under this framework agreement, or impose any liability upon Canada.

2. Audit by Canada

- 2.1 Canada may audit or cause to have audited the accounts and records of the Third Party Funding Agreement Management at any time during the term of this framework agreement or within seven (7) years of the termination or expiration of this framework agreement, in order to:
 - a) Assess or review the Third Party Funding Agreement Management's compliance with the terms and conditions of this framework agreement;
 - b) Review the Third Party Funding Agreement Management's program management and financial control practices in relation to this framework agreement; and
 - c) Confirm the integrity of any data which has been reported by the Third Party Funding Agreement Management pursuant to this framework agreement.
- 2.2 The scope, coverage and timing of any audit under subsection 2.1 shall be determined by Canada and may be carried out by one or more auditor(s) employed or contracted by Canada, and may be carried out without advance notice.
- 2.3 In the event of an audit under subsection 2.1, the Third Party Funding Agreement Management shall:
 - a) Upon request by the auditor referred to in subsection 2.2, provide to those auditors all accounts and financial and non-financial records maintained by the Third Party Funding Agreement Management relating to any Contract under this framework agreement and to the funding provided under any Contract under this framework agreement, including all original supporting documentation and any accounts and records acquired from the Recipient or any other Third Party Funding Agreement Management for the purposes of carrying out the Third Party Funding Agreement Management's obligations;
 - b) Allow those auditors to inspect such accounts and records and, except where prohibited by law, to take copies and extracts of such accounts and records;
 - c) Provide to those auditors such additional information as they may require with reference to such accounts and records; and
 - d) Provide all necessary assistance to those auditors, including providing them with access to the Third Party Funding Agreement Management's records and premises.
- 2.4 **For further clarity,**

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- a) Any audit under subsection 2.1 does not limit the Third Party Funding Agreement Management's obligations to have financial statements and, where applicable, statements of revenues and expenditures audited under *APPENDIX C-2: STATEMENT OF WORK*.
- b) This section is applicable until the termination or expiration of this framework agreement.

3. Conflict of Interest

- 3.1 The Third Party Funding Agreement Management shall not conduct any business with the Recipient or its Indigenous Community's Chief, Council, band management and community members except as provided for in the Contract for the duration of the Contract and thereafter until all requirements of the Contract are fulfilled to Canada's satisfaction.
- 3.2 A conflict of interest is defined as a situation in which a Third Party Funding Agreement Management has private interests that could improperly influence the performance of this Third Party Funding Agreement Management's official obligations and responsibilities or in which the Third Party Funding Agreement Management uses this Framework Agreement for personal gain.
- 3.3 Before entering into a Contract, Canada requires all Third Party Funding Agreement Managements to sign a "Conflict of Interest Declaration for Third Party Funding Agreement Management" form (APPENDIX C-5) regarding all outside activities or assets that might give rise to a conflict of interest with respect to their Third Party Funding Agreement Management Framework Agreement obligations and the Recipient.
- 3.4 In the event that the Third Party Funding Agreement Management, in the course of fulfilling its obligations under a Contract, finds itself in an actual or potential conflict of interest situation as a result of the Third Party Funding Agreement Management's past, current or anticipated provision of services to the Recipient, including its organizations, companies, individuals or other legal entities, the Third Party Funding Agreement Management shall:
 - a) Declare the actual or potential conflict of interest to Canada by written notification;
 - b) Where the interests of the Recipient may be affected, declare the actual or potential conflict to the Recipient;
 - c) Take immediate measures to address the actual or potential conflict of interest.

4. Indemnity and Liability

- 4.1 The Third Party Funding Agreement Management shall indemnify and keep Canada, its representatives and Project Authorities away from harm against all damages, claims, liabilities, and demands arising directly or indirectly from any act, omission, or negligence of the Third Party Funding Agreement Management, any breach of this framework agreement by the Third Party Funding Agreement Management and performance or non-performance in whole or in part of the

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Third Party Funding Agreement Management's obligations under this framework agreement.

- 4.2 Canada will not be liable for any losses, claims, damages, or expenses relating to any injury, disease, illness, disability or death of the Third Party Funding Agreement Management or any employee, agent, or representative of the Third Party Funding Agreement Management or the Recipient, or loss or damage to any property, caused or alleged to be caused as a result of activities carried out under this framework agreement.
- 4.3 Canada will not be liable for any negative consequences or extra costs arising out of the Third Party Funding Agreement Management's actions following any advice given by Canada, whether given without or upon invitation by the Third Party Funding Agreement Management, unless the advice was provided to the Third Party Funding Agreement Management in writing by Canada and was accompanied by a statement specifically relieving the Third Party Funding Agreement Management of any responsibility for negative consequences or extra costs that might arise from following the advice.
- 4.4 This section is applicable until the termination or expiration of this framework agreement.

5. Misconduct and Legal Processes

- 5.1 The Third Party Funding Agreement Management shall provide to the appropriate policing authority, all evidence of fraud or other criminal conduct related to the subject matter of this framework agreement.
- 5.2 In the event that the Third Party Funding Agreement Management receives a complaint or an allegation by any person against the Third Party Funding Agreement Management or the Recipient alleging any civil or criminal wrongdoing, the Third Party Funding Agreement Management shall immediately notify Canada in writing.
- 5.3 The Third Party Funding Agreement Management shall, at its own expense, take all appropriate steps to timely respond and, as appropriate, defend against any legal process with which the Third Party Funding Agreement Management is served or of which the Third Party Funding Agreement Management becomes aware that is in any way related to this framework agreement or to the Third Party Funding Agreement Management's obligations under this framework agreement or that might impair the Third Party Funding Agreement Management's ability to fulfill its obligations under the framework agreement.
- 5.4 This section is applicable until the termination or expiration of this framework agreement.

6. Borrowing or Loans

- 6.1 The Third Party Funding Agreement Management shall not borrow or use borrowed funds to make expenditures under the Contract.
- 6.2 The Third Party Funding Agreement Management shall not make, secure, guarantee or co-sign any loans to or for the Recipient or any of its Indigenous

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Community's Chief, Council, band management and community members, either from funding provided under the Contract or from any other source.

7. Obligations of the Third Party Funding Agreement Management

- 7.1 The Third Party Funding Agreement Management shall:
- a) Take all necessary action to maintain itself in good standing, to preserve its legal capacity, to maintain the security screening, and to inform Canada without delay of any failure to do so.
 - b) Complete the work described under the Third Party Funding Agreement Management Framework Agreement and resulting Contract and take all necessary action to carry it out successfully within the limits set out in any Contract and in accordance with good business practice and using qualified staff.
 - c) Disclose to Canada, without delay, any fact or event that would or might compromise the chance of success of the work or its ability to carry out any of the conditions of this framework agreement, either immediately or in the long term, including but not limited to, pending or potential lawsuits and audits.
 - d) In the acquisition of assets and the letting of service contracts for the execution of the services, the Third Party Funding Agreement Management shall call upon products and services to the extent that they are competitive and available.

8. Partnership

This framework agreement does not constitute an association for the purpose of establishing a partnership or joint venture and does not create an agency employment relationship between Canada and the Third Party Funding Agreement Management.

9. Subcontracts

1. The Third Party Funding Agreement Management must obtain the Project Authority's written consent before subcontracting or permitting the subcontracting of any part of the work requirement(s) defined in this framework agreement or the resulting Contract. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the work requirement(s) defined in this Framework Agreement or the resulting Contract.
2. The Third Party Funding Agreement Management may without the consent of the Project Authority:
 - a. purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business and;
 - b. permit its subcontractors at any tier to make purchases as permitted in paragraphs (a).
3. In any subcontract other than a subcontract referred to in paragraph 2. (a) of this section, the Third Party Funding Agreement Management must, unless the Project Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Project Authority, not less favourable to

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Canada than the conditions of the Contract, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Third Party Funding Agreement Management.

4. Even if Canada consents to a subcontract, the Third Party Funding Agreement Management is responsible for fulfilling the terms and conditions of the Contract and Canada is not responsible to any subcontractor. The Third Party Funding Agreement Management is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the work they perform.

10. Representation and Warranties

10.1 The Third Party Funding Agreement Management represents and warrants that:

- a) Where it is incorporated, it is a corporation duly incorporated and in good standing under the laws of Canada or of a province or territory of Canada as the case may be, and will remain in good standing under those laws at all times during the term of this framework agreement.
- b) It is not in contravention of any other framework agreement it may have with the Recipient or any other person by entering into this framework agreement, and that its duties and obligations under this framework agreement are not affected by any other framework agreement it may have with Chief, Council and band management, or any other person.
- c) That the resources have the necessary qualifications, including language capacity and experience, and security requirements to carry out its/their obligations under this framework agreement.
- d) It has not directly or indirectly paid or agreed to pay to a person, and undertakes not to directly or indirectly make or offer to a person, any payment or other compensation that is contingent upon or calculated upon the basis of degree of success in soliciting or obtaining this framework agreement or negotiation the whole or any part of its terms.
- e) Where any person who, for payment, during the duration of this Arrangement, undertakes to communicate or arrange a meeting, on behalf of the Third Party Funding Agreement Management, with any "public office holder" or "designated public office holder" as defined by the Lobbying Act, that person is registered as required by that Act.
- f) Where the Third Party Funding Agreement Management employs one or more individuals whose duties include communicating, on behalf of the Third Party Funding Agreement Management, with any "public office holder" or "designated public office holder" as defined by the Lobbying Act, the officer responsible for filing returns for the Third Party Funding Agreement Management files all returns required by that Act.
- g) No member of the House of Commons or the Senate will be admitted to any share or part of this framework agreement or to any benefit to arise from this framework agreement.

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- h) No individual to whom the post-employment provisions of the Conflict of Interest Act, the Conflict of Interest and Post- Employment Code for Public Office Holders, or the Values and Ethics Code for the Public Service applies will derive any direct benefit from this framework agreement unless that individual is in compliance with the applicable post-employment provisions.

11. Third Party Funding Agreement Management responsibilities

- 11.1 It is the responsibility of the Third Party Funding Agreement Management to, at all times, conduct itself and to ensure the performance of its deployed personnel in accordance with the terms and conditions of the resulting Third Party Funding Agreement Management Framework Agreement and resulting Contract, and in the spirit of the values and ethics code for the public service. More specifically, in the provision of services to the Department, the Third Party Funding Agreement Management shall:
 - 11.2 Work in conjunction and remain in close contact with the Department personnel, Representatives of Canada, Project Authorities, Capacity Development Supports, other Departmental officials and other identified informants/stakeholders, communities and/or organizations, as required;
 - 11.3 Respect and support the Recipient's success;
 - 11.4 Conduct all work in compliance with relevant the Department policies and directives;
 - 11.5 Assume responsibility for the quality and completeness of all work submitted to Project Authority including completion within pre-defined schedules and performance criteria, as outlined in each Contract;
 - 11.6 Provide regular status reports and briefings, as required, to identify progress, issues, challenges, strategies, and achievements. More specifically, as related to APPENDIX C-2: STATEMENT OF WORK and specific stipulation in Contract; and
 - 11.7 Be capable of commencing work within five (5) days of a Contract being assigned, approved and signed by all signatories, unless otherwise agreed upon by the Department. The resulting Contract will describe further specific details, performance criteria, service standards and deliverable timelines of the work required, as well as, level of effort, financial limitation (based on the resource ceiling per-diem rates proposed at time of the RFP) and duration of the Contract.

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APPENDIX C-4: CONTRACT UNDER THE THIRD PARTY FUNDING AGREEMENT
MANAGEMENT FRAMEWORK AGREEMENT RESPONSE AND ACCEPTANCE FORM

This Contract is subject to the provisions of the Third Party Funding Agreement Management Framework Agreement.

Identification of the Parties

<i>Third Party Funding Agreement Management</i>		<i>Project Authority</i>	
<i>Legal Name</i>		<i>Name</i>	
<i>Office Address</i>		<i>Title</i>	
<i>Mailing Address if different from Office Address</i>		<i>Office Address</i>	
<i>Telephone Number</i>		<i>Telephone Number</i>	
<i>Fax Number</i>		<i>Fax Number</i>	
<i>E-mail Address</i>		<i>E-mail Address</i>	

Duration of this Contract: **Between the date of acceptance by Canada and the (end date)***

***End date is based on the needs of this contract and shall not surpass the length of the Third Party Funding Agreement Management Framework Agreement.**

Remuneration for Third Party Funding Agreement Management

Name of Resources	Level of Effort (in days or portions thereof)	Per-Diem Rate*	Total Fee Cost
		\$	\$
		\$	\$
		\$	\$
Total Maximum Remuneration			\$

***Please note that per-diem rates cannot exceed those in the signed Third Party Funding Agreement Management Framework Agreement.**

MM/DD/YYYY

Date Project Authority received concurrence from Department Representative: Director, Transfer Payment Policy Services, Indigenous Services Canada

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Travel and Living Expenses - Estimate for Budget Purposes

Travel Living Expenses (Itemize required travel/transportation costs, including any/all flights, mileage, accommodations and meal/incidental expense allowances, for the number of days required)	Maximum Amount per Item	Number of Days	Maximum Amount
Transportation (provide details)			
Accommodation (provide details)	\$ _____ Per day		
Meals	\$ _____ Per day		
Incidental Expenses	\$ _____ Per day		
Maximum Amount of Total Travel and Living Expenses			\$

Total Cost of Contract

Total Fee Cost excluding GST/HST	\$
Total Travel and Living Expenses	\$
Applicable GST/HST	\$
Total Cost of Contract	\$

I (name of consulting entity) have chosen the Method of Payment indicated in the table below.

	Method of Payment	
Option 1	Monthly progress payments subject to a 10% holdback	Yes/No
Option 2	Quarterly milestone payments subject to a 10% holdback	Yes/No

Termination

Upon notice Canada may terminate this Contract:

- a) if the Third Party Funding Agreement Management's performance is not satisfactory to Canada's evaluation (quarterly evaluation and end of Contract term done by Canada);
- b) if the work or need is no longer required by Canada.

I (legal name of Third Party Funding Agreement Management) am willing to undertake the Third Party Funding Agreement Management as described in Annex A and for the duration of the assignment at the cost quoted above. I (name and title) am the authorized representative.

Signature

Date

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Representing The Department, I (name and title of Project Authority) accept your proposal as above.

Signature

Date

Attachments:

- Annex A – Specific Terms and Conditions of this Contract under the Third Party Funding Agreement Management Framework Agreement: work requirement details, performance criteria, service standards and deliverable timelines.
- Annex B – Recipient Funding Agreement(s).

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APPENDIX C-5: CONFLICT OF INTEREST DECLARATION FORM

Before entering into a Contract, Canada requires all Third Party Funding Agreement Managements to sign a “Conflict of Interest Declaration for Third Party Funding Agreement Management” form regarding all outside activities or assets that might give rise to a conflict of interest with respect to their Third Party Funding Agreement Management Framework Agreement obligations and the Recipient.

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“PROTECTED B ONCE COMPLETED”

Conflict of Interest Declaration for Third Party Funding Agreement Management

Recipient Name: _____

Third Party Funding Agreement Management: _____

As a Third Party Funding Agreement Management working in collaboration with The Department and <RECIPIENT NAME>, I commit to applying and upholding fundamental principles and rules of ethical conduct.

In doing so, I represent and warrant to:

- Provide Chief, Council and band management, and the Department information concerning potential conflicts of interest and bias that could impede my judgment and independence.
- Adhere to the principles that are relevant to my profession and its governing body's code of ethics, if applicable.
- Adhere to the Rules of Conduct expected from an independent Third Party Funding Agreement Management.

There are no circumstances that may impede my independence and/or objectivity during this assignment.

There are circumstances that may impede my independence and/or objectivity during this assignment.

I hereby disclose the following real, apparent and potential conflicts of interest:
(please provide details)

Printed Name: _____

Signature: _____

Date: _____

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APPENDIX C-6: FRENCH LANGUAGE CERTIFICATION FORM

The Project Authority will have the right to ask for additional information to verify the Third Party Funding Agreement Management's certifications. Failure to comply with this request will also render the Third Party Funding Agreement Management non-responsive or may result in the setting aside of the Third Party Funding Agreement Management Framework Agreement or will constitute a breach of the Contract.

I certify that the proposed resource(s) who will be assigned work in the province of XXX are able to communicate in XXX (**choose language requirement**), comprehension, oral and in writing, and consent to its verification upon the request of Canada

Signature of authorized person

Date

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APPENDIX C-7: FRAMEWORK AGREEMENT INSTRUCTIONS AND LETTER OF AGREEMENT

Instructions:

- This framework agreement is to be completed and signed by both the Department and the Third Party representatives.
- The following security screening form is to be completed by the third party involved in the performance of the work under this framework agreement prior to the commencement of the work and gaining access to Departmental information and IT systems:
 - <https://www.tbs-sct.gc.ca/tbsf-fsct/330-23-eng.asp>
- The completed security screening form(s) is to be provided to the Security office of the Department for assessment.
- A copy of the completed signed Contract under the Third Party Funding Agreement Management Framework Agreement is also to be provided with the screening form(s).
- The Project Authority will be informed once the Reliability Status is/are granted.

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Letter of Agreement between the Department and Third Parties affiliated with the Work for the (XXX Recipient)

I, _____ (print name) will fulfill the duties as a third party affiliated with the work for the (XXX Recipient), as set out below, to the best of my abilities.

1. I will abide by all of the Department's security procedures attached to this document. I acknowledge receipt and understanding of these existing procedures and promise to familiarize myself with any amendments to them, forthwith after receipt of such amendments.
2. I understand and agree that information received by me in the process of performing my duties in relation to this community are subject to the Policy on Government Security and may be also subject to the Privacy Act and remain the property of the Department. Without the prior written authorization of the Department or of the First Nation to whom the information relates, this information can only be viewed by myself and may only be used for the purposes of the (XXX Recipient) on behalf of the Department.
3. I agree to notify the Department authorities of any unauthorized access, disclosure or misuse of the sensitive information of which I become aware. I will furnish full details of the incident immediately noting the corrective action taken to prevent a recurrence of the incident.
4. I agree to provide background information necessary to proceed with a criminal record check for the purposes of qualification as a third party affiliated with the work for (XXX Recipient).

I, _____ (print name), the undersigned, UNDERSTAND, AGREE AND CONSENT TO THE ABOVE:

DATE: _____

SIGNED: _____

PRINT NAME: _____

Project Authority:

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DATE: _____

SIGNED: _____

PRINT NAME: _____

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GENERAL SECURITY REQUIREMENTS

GENERAL CONDITIONS

- f. The third party shall provide and maintain a system of security controls within the organization in accordance with the requirements of the Policy on Government Security and the requirements described below.
- g. The Government will identify PROTECTED information or materials with one of the following security classifications as appropriate: PROTECTED A or PROTECTED B. The Department will give written notice of subsequent changes in the security classification. The third party will safeguard PROTECTED information or materials according to the requirements set out in the Policy and as per stipulated in this document.
- h. The third party requiring access to PROTECTED information, assets or sensitive work site(s) must hold a valid personnel security screening at the Reliability Status level, granted or approved by the Government of Canada.
- i. The Government agrees, on written application, to grant RELIABILITY status to the eligible third party requiring access to SENSITIVE information or materials identified as PROTECTED. For purposes of this paragraph, the determination of eligibility shall be within the sole discretion of the Department.
- j. The third party shall not disclose PROTECTED information or materials individual, or organization unless authorized by the Department.

INSPECTION

An authorized government official (hereinafter referred to as Authorized Representative) may be entitled to inspect, at reasonable intervals, the Contractor's safety instructions, procedures and facilities to verify compliance with the requirements of the framework agreement. The Contractor will cooperate with the Authorized Representative and provide the Authorized Representative with all information required for the inspection. If the Government finds that the Contractor does not meet the above requirements, the Contractor must report to the Contractor identified deficiencies and carry out appropriate follow-up until the deficiencies are filled to the satisfaction of the Department.

SECURITY COSTS

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The Department shall not be liable for any costs or claims of the third party arising out of this Framework Agreement or instructions issued hereunder.

SAFEGUARDING OF PAPER DOCUMENTS

It is important to properly store and transmit sensitive information. This will assist in reducing the risk of unauthorized access, disclosure or compromise of classified and/or protected information

Sensitive documents must be safeguarded in approved containers. The following is a list of the most commonly approved security containers:

Security steel, Cap, Global model FG36-2FCL, Filing Cabinet with Integral Combination

Lock - **Lateral (two drawers)**

Dimensions: 36"w, 18"d, 26 5/8"h

NATO Stock Number: 7110-20-002-8735

Security steel, Cap, Global model FG36-4FCL, Filing Cabinet with Integral Combination

Lock - **Lateral (four (4) drawers)**

Dimensions: 36"w, 18"d, 26 5/8"h

NATO Stock Number: 7110-20-002-8736

Filing Cabinet - Security Cabinet (two-drawer safe)

Dimensions: 19" wide, 28" deep, 27 3/8" high, weight 250 lbs.

NATO Stock Number - 7110-21-852-6693

Filing Cabinet - Security Cabinet (four-drawer safe)

Dimensions: 19" wide, 28" deep, 51 3/8" high, weight 450 lbs

NATO Stock Number: 7110-21-852-6695

TRANSPORTATION

Physical Transportation of Paper Records and Electronic Devices:

- **Protected** documents must be securely packaged in folders carried in a locked briefcase.
- Store **sensitive** electronic documents on encrypted removable media (USB key) that use approved Government of Canada standards.

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- Select strong passwords for your encrypted USB keys. The level of protection provided by such devices is directly related to the strength of the password chosen.
- **Sensitive** paper records and removable media must be kept under the constant control of the third party, including during meals and during travel.
- When carrying **sensitive** data outside of the premises, data must be stored on a FIPS 140-2 or above (ex: FIPS 140-3) certified removable media device, encrypted with AES 128, 192 or 256 bit algorithm and not be copied to a device which does not meet these requirements. <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
- Portable media devices containing **sensitive** information are equivalent to paper records and are to be physically stored within an appropriate security container such as those listed above.

Prevention Tips While in Transit:

- Prior to travel: Make an inventory of information.
- Public Areas: Sensitive information must never be read, displayed, discussed or used in public areas.
- Overnight Stopovers: Not to be left unattended.
- Travelling by Car: Locked in trunk while travelling. Never to be left unattended in vehicle.
- Travelling by Air: Bring with you as a carry-on.
- Hotels/Conference Centers: Be careful about sensitive conversations in hotel conference rooms.
Never use hotel reception staff or devices to fax, receive or copy sensitive information.
Ensure all participants have the proper security clearance and the need-to-know.

In the event a device or a document is lost or stolen, it must be reported immediately to the Department.

ELECTRONIC STORAGE OF DATA

When there is a requirement to store or transport departmental data outside of the Department premises or off the Department's internal network, the third party must ensure that the data remains secure at all times by adhering to the following requirements:

- Computing devices used to process the Department data are equipped with up to date Anti-Virus which is configured to automatically receive and install product updates.
- Computing devices used to process departmental data must be equipped with up to date software and Operating System versions, and configured to automatically receive and install updates.
- Computing devices are protected by a firewall (be it a network perimeter firewall appliance or host based firewall application installed on the computer).

The third party has the means to securely dispose of electronic data in accordance with CSEC standards. (<https://cyber.gc.ca/en/guidance/it-media-sanitization-itsp40006>)

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ELECTRONIC TRANSMISSION OF DATA

The section provides the accepted methods in which data can be exchanged between the Department, the Recipient and the third party based on the level of sensitivity of the information. The third party may use a combination of these transmission methods in order to share information with the Department.

Classification Level	The Department's Approved Transmission Methods	Requirements
Protected A	Email	<ul style="list-style-type: none"> • Each user has their own corporate e-mail account which is protected with a username and password. • The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc)
	Fax	<p>The third party can transmit Protected A Data to the Department via fax so long as the following requirements are met:</p> <ul style="list-style-type: none"> • The sending fax machine is located on the third party's premises • The sender contacts the recipient to confirm fax number and advise recipient of incoming fax • Recipient is present at the fax machine ready to receive fax • Sender obtains confirmation of receipt from sender
	Wireless Communications	<p>If a wireless access point is installed on the third party's premises, and devices processing the Department data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards</p> <ul style="list-style-type: none"> • The administrator user name and password must be changed from their default values. • SSID must be changed from its default value. • Encryption must be configured to a minimum WPA2 with AES encryption.
Protected B	Entrust Encrypted and Digitally Signed E-mail	<p>In order to transmit Protected B data via e-mail, the data must be encrypted using a GOC PKI certificate and Entrust Software.</p> <ul style="list-style-type: none"> • The third party has a valid GOC PKI Certificate. • Entrust Software is installed on the third party's PC/laptop. • E-mail is encrypted with one of the following encryption algorithms:

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		<ul style="list-style-type: none"> ▪ CAST5-128 Bit ▪ 3DES-168 Bit ▪ AES-128 Bit ▪ AES-192 Bit ▪ AES-256 Bit • One of the following algorithms is used to digitally sign E-mails: <ul style="list-style-type: none"> ▪ RSA (Rivest, Shamir, Adleman) ▪ DSA (Digital Signature Algorithm) ▪ ECDSA (Elliptic Curve Digital Signature Algorithm) • One of the following Hash functions is used in the generation of digital signatures: <ul style="list-style-type: none"> ▪ SHA-1 (not valid after 2013) ▪ SHA-224 ▪ SHA-256 ▪ SHA-384 ▪ SHA-512
	Wireless Communications	<p>If a wireless access point is installed on the third party's premises, and devices processing the Department data and information will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> • The administrator user name and password must be changed from their default values. • SSID must be changed from its default value. • Encryption must be configured to a minimum WPA2 with AES encryption. • The wireless infrastructure must provide a means to uniquely identify and authenticate users (not only devices).
	The Department Secure File Exchange	<ul style="list-style-type: none"> • A personally identifiable unique username and password is assigned to the user by the Department. • The third party has read and agrees to abide to the Secure File Exchange Acceptable Use Policy (http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578)
	The Department Collaboration Service	<ul style="list-style-type: none"> • A personally identifiable unique username and password is assigned to each user by the Department.
	Fax	<p>The third party can transmit Protected B Data to the Department via fax so long as the following requirements are met:</p> <ul style="list-style-type: none"> • The sending fax machine is located on the third party's premises • The sender contacts the recipient to confirm fax number and advises recipient of incoming fax • Recipient is present at the fax machine ready to

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		receive fax • Sender obtains confirmation of receipt from sender
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REMOTE CONNECTIVITY TO THE DEPARTMENT NETWORK

The third party may be required to have remote access to the Department network and IT Systems. The remote access is to be configured in the following manners:

- The third party will gain remote access to the Department network through the Citrix Portal <https://pa-ap.aadnc-aandc.gc.ca> or by a Virtual Private Network (VPN) secured by IPsec using one of the following encryption algorithms:
 - 3DES (168 bit)
 - AES-128
 - AES-192
 - AES-256
- A unique identifier and password is assigned to each user and is used to authenticate the user to the Department network.

XXX

The third party must comply with the requirements in this document and is his or her responsibility to:

- Comply with these requirements;
- Immediately report the loss or theft of any media devices containing the Department data to the Department's Departmental Security Officer
- Notify the Department's Departmental Security Officer regarding any security breach or suspected security breach which could impact the Department data; and
- Inform all staff who will be handling the Department data of these requirements.

Failure to comply with these requirements is a breach of contractual obligations and may result in contract termination.