

REQUEST FOR PROPOSAL (RFP) # 09/11

FIRST NATIONS-BASED SATELLITE OFFICE OF THE CANADIAN RED CROSS SOCIETY

Date of Issuance	Thursday, February 7, 2012	Deadline for Receipt of Clarification Questions	March 23 <sup>rd</sup> , 2012
Deadline for Receipt of Proposals (“ <b>Proposal Closing Time</b> ”)	Thursday, April 12, 2012 4 PM Eastern Standard Time	Proposal Reception Location	1145 Barton St. Thunder Bay, ON P7B 5N3
Advisors	<b>Procurement</b> – Director Procurement, Bill Rostek <b>Technical</b> – Director International, Youth & RespectEd: Violence & Abuse Prevention, Dennis Fair	Maximum Contract Value	The cost of this project is to be proposed by the Bidder based on the requirements described herein.

**1. OBJECTIVE**

The Canadian Red Cross Society (the “**CRCS**”), Ontario Zone, is seeking a Northern First Nation community with the human resources, infrastructure, commitment and interest to support the establishment of a CRCS satellite office in that First Nation to service its community members and the community members of surrounding First Nations and others (the “**Services**”).

**ENCLOSED:**

- Part A - CRCS OVERVIEW
- Part B - RFP TERMS
- Part C - EVALUATION AND SELECTION PROCESS

**ATTACHMENTS:**

- SCHEDULE “A” - STATEMENT OF WORK
- SCHEDULE “B” - TECHNICAL OFFER REQUIREMENTS AND EVALUATION
- SCHEDULE “C” - FINANCIAL OFFER REQUIREMENTS AND EVALUATION
- SCHEDULE “D” - TERMS OF PAYMENT
- SCHEDULE “E” - RESPONSE NOTIFICATION FORM
- SCHEDULE “F” – CANADIAN RED CROSS AREAS OF EXCELLENCE

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## PART A. CRCS AND PROJECT OVERVIEW

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### 1. CRCS OVERVIEW.

#### General

The CRCS is a non-profit humanitarian organization dedicated to improving the lives of vulnerable people in Canada and throughout the world. The Letters Patent have established the CRCS as “auxiliary to the public authorities”, and the corporate body responsible for providing volunteer relief in accordance with the Geneva Conventions.

With its National Office in Ottawa, four zone offices (Atlantic, Quebec, Ontario, and Western), and regional offices within each zone, the CRCS operates a widely decentralized organization across Canada and internationally, supported by over 6,400 employees. Domestic activities account for 48 percent of total program expenditures, and international operations account for 52 percent.

The CRCS’s renewed strategic plan calls for the strengthening and focusing of our services into six areas of excellence:

- Disaster Management
- Community Resilience and Capacity Building
- Health and Social Programs
- Violence and Abuse Prevention
- Injury Prevention
- Humanitarian Issues and International Humanitarian Law.

#### Social Responsibility and Contributions to the CRCS

The CRCS has been providing humanitarian services in Canada for more than a century. Founded as an organization to bring voluntary medical aid to the wounded on battlefields, the CRCS has evolved in service to humanity in Canada and around the world through its wide range of programs and services.

Its vision – to be the leading humanitarian organization through which people voluntarily demonstrate their caring for others in need – transcends all facets of the organization. As such, the CRCS is interested in understanding the social responsibility efforts and charitable contributions of respondents.

### 2. PROJECT OVERVIEW AND HISTORY.

The CRCS Ontario Zone office launched a First Nations Initiative in 2009 (the “**Initiative**”). The goal of the Initiative was to establish respectful and equal relationships with First Nations in Ontario and the CRCS. At the annual Special Chiefs Assembly in November of 2010 the Chiefs passed Resolution #10/29 supporting the Initiative between Chiefs in Ontario and the CRCS. Specifically, the Resolution supported the CRCS and Chiefs in Ontario to formalize and enhance cooperation in the core areas of service offered by the CRCS. Currently, within Canada, there is a CRCS First Nations satellite office located on the Blood Reserve in Southern Alberta. This office is a satellite of the CRCS Branch in Lethbridge, AB. This office was established after the CRCS in Western Zone signed a Memorandum of Understanding (MOU) with the Blood Tribe Department of Health setting the stage for the parameters of the work of

the CRCS office and the expectations of the Tribe. This branch offers Injury Prevention, RespectEd, Disaster Response, First Aid, Elder abuse prevention, the Tipi of Courage (HIV/AIDS prevention), and other programs. In the summer of 2010 they hosted their third annual Youth Leadership Summer Camp called “Doctors, Lawyers and Indian Chiefs.” The camp made available three doctors, four lawyers and four chiefs to deliver workshops to youth on leadership qualities, cultural beliefs and values, they also learned about tipi designs, and it was opened with a pipe ceremony. The youth participants went on a trail ride to a sacred site. The week was packed with fun and education for the camp participants.

The office on the Blood Reserve has two permanent staff and summer students. This is the first CRCS office in Canada to be located on-reserve. The CRCS is part of the Accreditation for the Blood Tribe Department of Health, is part of the Master Plan in Community Development and the Blood Tribe Health Plan. Finally, the staff members also sit on several committees in the community and work with the Elders as much as possible.

This RFP seeks to procure the assistance of a First Nation community willing to facilitate the establishment and support of the **Northern Ontario** area satellite office (the “**Satellite Office**”) so that the CRCS may launch similar programs in Northern Ontario.

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## PART B. RFP TERMS

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### 3. COMMUNICATION.

All enquiries related to this RFP must be made in writing by e-mail to the Director Procurement, Bill Rostek at [bill.rostek@redcross.ca](mailto:bill.rostek@redcross.ca), or such other representative as CRCS may advise through amendment of this RFP. CRCS will respond to all enquiries and requests for clarification received before the Deadline for Receipt of Clarification Questions, and reserves the right to disregard questions received after the Deadline for Receipt of Clarification Questions. No oral requests for clarification will be considered.

### 4. PROPOSAL CLOSING TIME AND PROPOSAL CLARIFICATIONS.

Sealed Proposals must be received not later than the Proposal Closing Time by delivery, by mail or by hand, to the Proposal Reception Location, Attention: CRCS Senior Manager, First Nations Projects- Melanie Goodchild-Southwind, with delivery time confirmed by CRCS's automated time stamp or where not confirmed by time stamp, by the hand of a CRCS representative. A Proposal delivered other than as prescribed above will be deemed not to have been received by CRCS. It is the responsibility of the Bidder to obtain clarification of the requirements contained in this RFP, if necessary, prior to submitting its Proposal. CRCS may extend the Proposal Closing Time upon written notice.

### 5. PROPOSAL FORMAT.

A compliant Proposal shall include: (i) the completed financial offer attached as Schedule "C" (Financial Offer Requirements and Evaluation) (a "**Financial Offer**"); and (ii) a document that addresses all Technical Evaluation Criteria set out in Schedule "B" (Technical Offer Requirements and Evaluation) (a "**Technical Offer**"). Bidders shall submit **one (1) signed original, three (3) hard copies** of their Technical Offer, and **one (1) signed original and (1) hard copy** of their Financial Offer, which should be placed in its own sealed envelope.

### 6. IRREVOCABLE OFFER.

By its submission of a Proposal in response to this RFP, the Bidder: (i) submits an irrevocable offer, valid for CRCS's acceptance for a period of one hundred and twenty (120) calendar days from the Proposal Closing Time; and (ii) agrees to all terms and conditions set out in the RFP, including but not limited to the General Conditions. CRCS may extend the period for its acceptance upon notice to the Bidders.

### 7. TERMS.

Notwithstanding anything to the contrary in this RFP, CRCS reserves the right in its sole and absolute discretion, without any liability whatsoever to any Bidder to:

- a. accept Proposals which fail in any respect to comply with the requirements of the RFP, for greater certainty this includes accepting Proposals submitted beyond the Proposal Closing Time, where in CRCS's sole and absolute discretion, the cause of the lateness was beyond the Bidder's control and it would not result in an unfair advantage to the late Bidder;
- b. enter into negotiations with the successful Bidder on all or part of the Contract or enter into negotiations with any Bidder, including any prospective contractors who did not submit a Proposal in response to this RFP in the event that no Proposals have met CRCS's requirements;

- c. accept any Proposal in whole or in part;
- d. cancel, modify or re-issue this RFP, in whole or in part, at any time, for any reason;
- e. award one or more Contracts in connection with this RFP;
- f. seek clarification, verify or confirm, independently or with the help of the Bidder, any or all information provided by the Bidder regarding this RFP and its Proposal, and share its Proposal with others, as required, in order to do so;
- g. take into account CRCS's experience with, or information about, the Bidder in evaluating the Bidder's Proposal including without limitation information arising from due diligence activities conducted by CRCS in relation to the Bidder or its affiliates, including the due diligence provided for in Section 8 (Due Diligence);
- h. reject or refuse to consider a Proposal from a Bidder against whom economic sanctions have been imposed by the Government of Canada, or with whom CRCS has had a previous, or currently has an ongoing, commercial or legal dispute which affects or potentially affects, in CRCS's sole and absolute discretion, the Bidder's ability to enjoy a successful commercial relationship with CRCS;
- i. CRCS may elect to reject any Proposal or Bidder if deemed by CRCS, in its sole and absolute discretion, as necessary to safeguard Canada's security interests;
- j. use independent contractors in the evaluation of Proposals submitted in response to this RFP subject to CRCS seeking to ensure such independent contractors are subject to appropriate confidentiality obligations;
- k. enter into negotiations with tied winning Bidders, in the event of a tie;
- l. reject any or all Bidders participating in the RFP that fail in any respect to comply with the requirements of this RFP; and
- m. waive or correct minor or technical irregularities and non-material defects in any documentation submitted by any Bidder participating in the RFP, including failure to submit a form required under Schedule "B" (Technical Offer Requirements and Evaluation), that is otherwise substantially compliant with the requirements of this RFP, provided such action is in the best interests of CRCS. Minor irregularities are defined as those that have no adverse effect on CRCS's best interests, and which will not affect the outcome of the selection process by giving the Bidder an advantage or benefit not enjoyed by other Bidders.

## **8. DUE DILIGENCE.**

In conducting its evaluation of the Proposals or a financial and corporate due diligence assessment otherwise provided in this RFP, CRCS may, but will have no obligation to, do the following and take any resulting information into account to validate compliance of a Proposal, and the compliance or qualifications of a Bidder:

Seek clarification or verification from Bidders regarding any or all information provided by them with respect to the RFP;

- a. contact any or all references supplied to verify and validate any information submitted by Bidders;
- b. request specific information with respect to legal status of Bidders;
- c. examine technical, managerial, and financial capabilities to determine if Bidders are adequate to meet the requirements of this RFP;

- d. verify any information provided by Bidders through independent research, use of any government resources or by contacting third parties; and
- e. interview, at the sole cost of the Bidder, any Bidder and/or any or all of the resources or persons proposed to fulfil the requirements of the RFP.

## **9. DISCLAIMER.**

CRCS and its advisors make no representation or warranty as to the accuracy or completeness of the information provided in connection with this RFP and disclaim all express and implied representations, warranties and conditions in connection with this RFP. Bidders should make their own investigations, projections, and conclusions and consult their own advisors to verify independently the information contained in this RFP, and to obtain any additional information that they may require, prior to submitting a Proposal.

## **10. CONFIDENTIALITY.**

- a. Each party agrees that they shall not disclose Confidential Information to any third party, except to its directors, officers, employees or volunteers, with a need to know in regard to this RFP, without the express written consent, nor make use of any Confidential Information other than for the purpose of this RFP. Each party further agrees to protect Confidential Information from transfer or disclosure to others by use of the same measures that each party uses to protect its own Confidential Information, but not less than reasonable measures.
- b. Confidential Information. "Confidential Information" means any information or material that relates to each Party's business and affairs and that: (i) is clearly marked "confidential" or "proprietary" if provided in written form, (ii) is preceded by a statement that such information is confidential or proprietary, if provided in oral form, or (iii) given the circumstances surrounding disclosure, should in good faith be treated as confidential or proprietary.
- (c) Exclusions. Confidential Information shall not include any information that: (i) is in the public domain at the time of its communication; (ii) is independently developed by each party (iii) entered the public domain through no fault of either party subsequent to communication with the other party; (iv) is in possession of either party free of any obligation of confidence at the time of it was communicated to each of the party's; or (v) is communicated to each of the party's by a third party under no legal obligation to maintain the confidentiality of the information. Additionally, each party may disclose such Confidential Information to the extent required by legal process; provided that, prior to making any such disclosure, each party shall notify the other party of same and that each party shall have the right to participate with the other party in determining the amount and type of Confidential Information, if any, which must be disclosed in order to comply with any such legal process.

## **11. NO LIABILITY.**

Expenses incurred in the preparation of proposals in response to this RFP are the Bidder's sole responsibility and may not be charged to CRCS or claimed by the Bidder in any way. CRCS has no liability whatsoever for any costs of any kind incurred by any Bidder or any other damages or losses in any way related to a Bidder's participation in this RFP, including without limitation considering and choosing among the Proposals, nor shall CRCS accept any liability or responsibility for the Bidders' actions vis-à-vis CRCS or any third party in receiving and responding to this RFP.

## **12. CHOICE OF LAW.**

This RFP shall be governed by and construed in accordance with the laws in force in the Province of Ontario, Canada and the Ontario courts will have exclusive jurisdiction to hear any disputes under this RFP.

## **13. INSURANCE REQUIREMENTS.**

Prior to contract approval, the successful respondent may be called upon to provide proof of:

- current error and omissions insurance in an amount not less than \$2,000,000 per occurrence; and
- commercial general liability insurance in an amount not less than \$2,000,000.

The above coverage's must be satisfactory to the CRCS Director Risk Management. A Bidder's failure to provide evidence of such insurance coverage, if required, is a material breach and grounds for withdrawal of the award or termination of contract.

## **14. USE OF CRCS NAME AND LOGO.**

Respondents may not use the CRCS's name or logo for any external marketing purposes without express written permission from the CRCS.

## **13. NON-DISCLOSURE AGREEMENT**

Prior to contract approval, the successful respondent may be required to sign a CRCS Non-Disclosure Agreement.

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## PART C. EVALUATION AND SELECTION PROCESS

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### **Stage 1: Evaluation of Technical Offer**

The Technical Offer permits Bidders to propose to CRCS how they will meet the obligations under Schedule “A” (Statement of Work), which sets out CRCS’s mandatory minimum requirements for the performance of the Services under the resulting Contract. Under its Technical Offer, the Bidder must provide a “point-by-point” response to each item set out in the Technical Evaluation Criteria of Schedule “B” (Technical Offer Requirements) (the “**Rated Requirements**”). Under the evaluation of the Bidder’s response to the Rated Requirements, the Bidder will be assigned points for each Rated Requirement, which, taken together, will form the Bidder’s Total Technical Score. Bidders should refrain from incorporating generic marketing information into the Technical Offers, and should address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the CRCS evaluation team. Where the evaluation team cannot easily find a response to a Rated Requirement, a zero-point score may be assigned to that Rated Requirement. If the Bidder is unable to comply with any of the Rated Requirements, the reason for such non-compliance must clearly be stated, including any reference to the applicable page number, section or subsection of Schedule “A” (Statement of Work) relevant to the item of non-compliance. The Bidder should limit the use of cross-referencing that points the reader to a second cross-reference.

Notwithstanding the foregoing opportunity to indicate non-compliance, Bidders are not permitted to propose changes to the terms and conditions of the RFP, including but not limited to the General Conditions. In addition, nothing in a Bidder’s Technical Offer shall in any way contradict the requirements set out in Schedule “A” (Statement of Work). CRCS reserves the right to reject any non-compliant Technical Offer.

### **Stage 2: Evaluation of Financial Offer**

For each Proposal that has met the required minimum Total Technical Score under the Evaluation Criteria in Schedule “B” (Technical Offer Requirements and Evaluation), CRCS will open the envelope containing the Bidder’s Financial Offer and will evaluate the Financial Offer as described in Schedule “C” (Financial Offer Requirements and Evaluation). Under the evaluation of a Bidder’s response to the items listed in Schedule “C” (Financial Offer Requirements and Evaluation), the Bidder will be assigned points for each item, which, taken together, will form the Bidder’s Total Financial Score.

### **Stage 3: Presentation (Optional) and Site Visit**

CRCS may require the Bidder to make a presentation and answer questions about its Proposal. Prior to the presentation, CRCS will inform the Bidder of the agenda for the presentation and identify the parts of the Proposal about which CRCS will seek clarification. The presentation may require the Bidder to provide an overview of its proposed solution, demonstrate specific core functions using data supplied by CRCS, and respond to questions concerning the proposed solution. CRCS may use information obtained during the presentation to revise points awarded in Stage 1 (Evaluation of Technical Offer). The top Bidder’s following Stage 1 and Stage 2 (combining only Part 1, Part 2 and Part 3), shall be selected by the CRCS for an on-site visit and shall be evaluated based on the requirements as described in Part 4 of Schedule “B” ( Technical Offer Requirements and Evaluation).

### **Stage 4: Overall Ranking/Final Selection**

The Bidder’s Total Financial Score will then be added to its Total Technical Score to arrive at the Bidder’s combined score. The compliant Bidder with the highest combined score will be recommended for award of the Contract.



## Optional: Financial and Corporate Due Diligence Assessment

As part of the Evaluation and Selection Process, CRCS may require one or more Bidders to undergo, at no charge to CRCS, a financial and corporate due diligence assessment which will have the purpose of providing CRCS with assurances that, if awarded the Contract, the Bidder does not present undue risks in terms of its capacity to provide the Services throughout the term. In addition to making all required information available to CRCS or its third party representative as referenced by Section 8 (Due Diligence) Bidders undertake to fully cooperate with CRCS and any appointed third party in carrying out the foregoing due diligence and, as a condition of award of Contract, a successful Bidder may be required to take actions required by CRCS, to mitigate any risks identified as a result of the due diligence assessment.

## OTHER INFORMATION

### 1. Mathematical Errors

In assessing Proposals, the following shall apply:

- a. If there are errors in the mathematical extension of unit price items, the unit prices shall prevail and the mathematical extension shall be adjusted accordingly;
- b. If there are errors in the addition of lump sum prices or unit price extensions, the Proposal shall not be rejected but the total shall be corrected and the correct amount reflected in the total Proposal Price; and
- c. Any Bidder affected by mathematical errors shall be told promptly by CRCS and given the corrected Proposal Price.

### 2. Project Schedule

ACTIVITY	DATE
Issuance of RFP	Thursday, February 7 <sup>th</sup> , 2012
Response Notification Form s Submitted for RFP 09/11 (see Schedule E)	March 9 <sup>th</sup> , 2012
Mandatory Bidders Conference	March 14 <sup>th</sup> , 2012 (2:00 PM – 3:00 PM EST)
Deadline for Requests for Clarification	March 23 <sup>rd</sup> , 2012
RFP Responses Due	Thursday, April 12 <sup>th</sup> , 2012 @ 4 PM EST
RFP Decision Made	On or about April 30 <sup>th</sup> , 2012
Successful and Unsuccessful Bidders Notified	May 7 <sup>th</sup> , 2012
Contract Negotiations Begin	On or about May 8 <sup>th</sup> , 2012

Contract Award Date	June 1 <sup>st</sup> , 2012
Contract Service Commencement Date	On or June 4 <sup>th</sup> , 2012

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## SCHEDULE "A" – STATEMENT OF WORK

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### 1. BACKGROUND AND OBJECTIVES

- 1.1 This Statement of Work sets out the terms and conditions for the establishment of a First Nations Satellite Office located in a Northern Ontario First Nation community to act as a flagship for the CRCS (the "**Satellite Office**").
- 1.2 The "REQUEST FOR PROPOSAL (RFP) # 09/11 FIRST NATIONS-BASED SATELLITE OFFICE OF THE CANADIAN RED CROSS SOCIETY" sets out the background project. The intent of the project is to introduce CRCS programs and services to First Nation Communities in Ontario in order to respond to the needs of First Nations community members and others with the mission to improve the lives of vulnerable people by mobilizing the power of humanity in Canada and around the world (the "**Project**").
- 1.3 The Project shall consist of two phases:
- A. The first phase involves the selection of the First Nation community (the "**Community**") and establishment of the on-reserve office
  - B. The second phase involves evaluation of the site after one year of operation.

### 2. TERM

- 2.1 The term of the Project shall be for a period of two (2) years from the date of execution of the Agreement unless terminated in accordance with Section 13 of this Statement of Work (the "**Term**").

### 3. INTERPRETATION

- 3.1 **Entire Agreement.** This Statement of Work constitutes the entire agreement between the Parties with respect to the matters herein and supersedes all prior Statement of Works (except as specifically provided for in this Statement of Work), understandings, negotiations and discussions, whether oral or written, of the Parties. The execution of this Statement of Work has not been induced by, nor do either of the Parties rely upon or regard as material, any representations or writings whatever not incorporated herein and made a part hereof.
- 3.2 **Binding on the Parties.** The Parties intend this Statement of Work to be a legally binding contract and signify their acceptance of this principle upon signing it.
- 3.3 **Schedules.** This Statement of Work includes all of the Schedules annexed to it (listed below), the terms and conditions of which are expressly incorporated by reference herein and form a part hereof:

- 3.4 **No Warranty or Representation.** The CRCS does not make and has not made or given any warranties, representations or covenants to the Community respecting the subject matter of this Statement of Work, save and except as expressly stated in this Statement of Work.
- 3.5 **Translation.** The Parties acknowledge that this Statement of Work and all documents relating hereto were executed in English. Should this Statement of Work be translated into any other language, in the event of a discrepancy in the interpretation of its meaning, the English version shall prevail.
- 3.6 **Conflict.** If there is a conflict between any provision of this Statement of Work and any provision of another document contemplated by, or delivered under, or in connection with, this Statement of Work, the relevant provision of this Statement of Work is to prevail.
- 3.7 **Fundamental Principles.** When undertaking activities pursuant to this Statement of Work both Parties shall consider and be guided by the Fundamental Principles of the International Red Cross and Red Crescent Movement, the Statutes of the Movement; and applicable international law, attached as Schedule "A-1".
- 3.8 **Independent Contractors.** Nothing herein contained shall be construed as creating a legal partnership, agency, employment, mandate, representation or delegation, joint venture or other joint association between the CRCS and the Contractor. The CRCS and the Community acknowledge and agree that the nature of their relationship is that of independent contractors. The Community agrees that they and their employees, representatives, delegates, agents, consultants or subcontractors shall not represent the relationship between the CRCS and the Community as anything other than as independent contractors as agreed herein.
- 3.9 **Currency.** Unless otherwise specified, all monetary amounts are stated in Canadian dollars ("CAD \$").
- 3.10 **Time is of the Essence.** Time shall be of the essence in all provisions of this Statement of Work.
- 3.11 **Severability.** If any provision of this Statement of Work is, or becomes, illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:
- A. the legality, validity or enforceability of the remaining provisions of this Statement of Work; or
  - B. the legality, validity or enforceability of that provision in any other jurisdiction.
- 3.12 **Headings.** All headings in this Statement of Work are inserted for convenience of reference only and are not to be considered in the construction or interpretation of any provisions of this Statement of Work.
- 3.13 **Governing Law.** This Statement of Work shall be construed in accordance with, and governed by, the laws of Province of Ontario and of Canada applicable therein.

#### **4. PAYMENTS**

- 4.1 The CRCS shall provide the Community with the payments as set out in Schedule "D" of the RFP "Terms of Payment" (the "Funds").

#### **5. ADMINISTRATION AND FINANCIAL MANAGEMENT**

- 5.1 Payments made available by the CRCS to the Community for the Project will be used exclusively for this purpose and only for activities agreed upon pursuant to, and in accordance with, the allocations set forth in Schedule “C” of the RFP – “Financial Offer Requirements and Evaluation”.
- 5.2 Payments made to by the CRCS shall be made in accordance with Schedule “D” of the RFP to meet the cash flow requirements of the Project subject to compliance by the Parties with the requirements of this Statement of Work, the RFP and its Schedules and in accordance with CRCS approved annual work plans, activity plans and budget(s).

## **6. RESPONSIBILITIES OF THE COMMUNITY**

- 6.1 The responsibilities of the Community pursuant to the Statement of Work are, and Community agrees, as follows:
- 6.1.1 To work cooperatively with the CRCS to fulfil the Project Objective as described in this Agreement.
- 6.1.2 To comply with CRCS graphic standards and visibility requirements around the use of the CRCS logo as provided by the CRCS.
- 6.1.3 **Service Requirements.** As part of the Services to be provided for the Project, the CRCS requires the Community to meet the following requirements:
- a. Assist with the recruitment of Community Branch Council;
  - b. Work with the CRCS to raise funds in support of CRCS programs within the community and outside of the community;
  - c. Develop and maintain relationships with key stakeholders for the purposes of promoting the acceptance of CRCS services;
  - d. Assist with the recruitment of volunteers on an as and when required basis ;
  - e. Provide space for the Satellite Office and training facilities when required by the CRCS;
  - f. Identify community program and service gaps; and
  - g. Ensure that the office space provided meets the minimum standards required under Health and Occupational legislation and regulations.
  - h. Assist with the evaluation of the Project.
- 6.1.4 **Community Deliverables.** The Community shall provide the following deliverables during the Term of the Project :
- a. To actively support the sustainability and the success of the Satellite Office (“**CRCS Branch**”). The Project will require ongoing communications by the Community to the CRCS Branch, so that CRCS is aware of the community’s evolving interests that may impact the work plan for the Satellite Office;
  - b. To solicit participation and work with community members that express an interest in participating in CRCS programs and services, complementing other services in the community; and

- c. To meet required the insurance requirements as provided for in Section 13 of the RFP.

## 7. RESPONSIBILITIES OF THE CRCS

7.1 The responsibilities of the CRCS pursuant to the Statement of Work are, and CRCS agrees, as follows:

- 7.1.1 To work cooperatively with the Community to fulfil the Project Objective as described in this Statement of Work.
- 7.1.2 To facilitate the Project's planning, implementation and monitoring obligations, and the dates of delivery thereof, arising from this Statement of Work, in accordance with the RFP and its Schedules and the terms and conditions of this Statement of Work including the following:
  - a. Responsible for the hiring, supervising and termination of staff and volunteers;;
  - b. All program costs associated with the implementation of CRCS services with the First Nation's Community ;
  - c. Provide computers, printers, fax, telephone, copier and projector screen and similar equipment when required;
  - d. Provide office equipment as required (cleaning, painting, office furniture, desks, chairs, filing cabinets, fridge, microwave, coffee maker, and other kitchen supplies);
  - e. Ensure that the required Insurance for commercial liability is in place ;
  - f. Responsible for providing office supplies including postage printing, signage, First Aid supplies including an AED machine; and
- 7.1.3 Provide the required funding for business-related travel and training, such approval for funding shall be at the sole discretion of the CRCS.
- 7.1.4 To provide training and assistance to the Satellite Office to ensure the Community possesses the proper tools in order to carry out its responsibilities.
- 7.1.5 To provide management including:
  - a. To develop the Community Plan for the operation of the Satellite Office in cooperation with the Community;
  - b. To provide guidance to the Community to ensure the operation of the Project; and
  - c. To address issues of concern when presented by the Community.

## 8. NOTICES

- 8.1. All notices, requests, demands, or other communications (collectively called "**Notices**") by the terms hereof required or permitted to be given by one Party to any other Party, or to any other person, shall be given in writing by personal delivery or by registered mail, postage prepaid, by facsimile transmission.

**The address of each Party for any such Notice shall be as follows:**

**CRCS:**

The Canadian Red Cross Society  
170 Metcalfe Street, Suite 300  
Ottawa Ontario Canada  
K2P 2P2

**Community:**

[Address Here]

Attention:

FAX:

CC:

FAX:

Attention:

FAX:

CC:

FAX:

or at such subsequent address given by such Party to the other Party hereto by a Notice in writing from time to time.

- 8.2. All Notices shall be deemed to have been received when delivered or transmitted or, if mailed, ten (10) Business Days after the day of the mailing thereof.
- 8.3. If any Notice shall have been mailed and if normal mail service shall be interrupted by strikes or other irregularities, such Notice shall be deemed to have been received ten (10) Business Days after the day that normal mail service is resumed, provided that during the period that normal mail service shall be interrupted all Notices shall be given by personal delivery or by facsimile transmission.
- 8.4. For the purposes of this Statement of Work "**Business Day**" shall mean a day on which the Community's and the CRCS's offices are open for operations and excludes Saturday, Sunday and any other day which is a statutory or legal holiday in either Canada.

**9. CONFIDENTIALITY**

- 9.1 **Confidentiality Obligations.** Each Party agrees that they shall not disclose Confidential Information to any third party, except to its directors, officers, employees or volunteers, with a need to know in regard to this Statement of Work, without the express written consent, nor make use of any Confidential Information other than in the performance of this Statement of Work. Each Party further agrees to protect Confidential Information from transfer or disclosure to others by use of the same measures that each Party uses to protect its own Confidential Information, but not less than reasonable measures.
- 9.2 **Confidential Information.** "Confidential Information" means any information or material that relates to each Party's business and affairs and that: (i) is clearly marked "confidential" or "proprietary" if provided in written form, (ii) is preceded by a statement that such information is confidential or proprietary, if provided in oral form, or (iii) given the circumstances surrounding disclosure, should in good faith be treated as confidential

or proprietary.

- 9.3 **Exclusions.** Confidential Information shall not include any information that: (i) is in the public domain at the time of its communication; (ii) is independently developed by each Party (iii) entered the public domain through no fault of either Party subsequent to communication with the other Party; (iv) is in possession of either Party free of any obligation of confidence at the time of it was communicated to each of the Party's; or (v) is communicated to each of the Party's by a third party under no legal obligation to maintain the confidentiality of the information. Additionally, each Party may disclose such Confidential Information to the extent required by legal process; provided that, prior to making any such disclosure, each Party shall notify the other Party of same and that each Party shall have the right to participate with the other Party in determining the amount and type of Confidential Information, if any, which must be disclosed in order to comply with any such legal process.

## 10. TERMINATION

- 10.1. The CRCS may terminate this Statement of Work at any time upon written notice to the Community if the Community defaults by failing to perform any substantial obligation on its part under this Statement of Work. The termination will become effective thirty (30) Business Days after receipt of written Notice unless during the relevant period of thirty (30) Business Days the defaulting Party has remedied the default or (if the default is not capable of remedy within thirty (30) Business Days) is diligently proceeding to cure the default by taking active effective and continuing steps to do so and the default is in fact cured within ninety (90) Business Days after receipt of the relevant Notice.
- 10.2. The CRCS may terminate this Statement of Work at any time upon written notice to the other. The termination will become effective sixty (60) Business Days after receipt of written Notice.
- 10.3. This Statement of Work shall terminate immediately upon the bankruptcy or insolvency of the Community notwithstanding Section 10.1 of this Statement of Work.
- 10.4. In case of early termination, there shall be an equitable adjustment made so that the Parties are fairly remunerated for any services rendered or goods delivered or there shall be a refund made where one Party has been over compensated. Such equitable adjustment shall take into account any loss suffered by a Party as a result of any breach of this Statement of Work by the other Party.

## 11. INSURANCE



- 11.1. The Community shall maintain, and shall cause its subcontractors to maintain, insurance on its and their respective properties and assets and for the operation of its and their respective organizations in such amounts and against such risks as would be customarily obtained and maintained by a prudent owner of similar properties and assets operating a similar operation, including appropriate liability insurance and third party liability insurance. The Community shall provide copies of those policies to the CRCS if requested.
- 11.2. The Community shall provide the CRCS with not less than thirty (30) days notice of the cancellation of the policy of insurance and permit the CRCS on behalf of the Community to cure any default which may exist under the policy.
- 11.3. The CRCS shall be named as additional insured as its interest may appear in all of the Community's policies of insurance or otherwise be assured of the availability of continuing coverage in a manner satisfactory to the CRCS.

## **12. LIABILITY**

- 12.1 The CRCS shall not be liable for any injury, loss, damage or death occasioned to, or suffered by, any person or persons or to any property arising, or alleged to arise, from the Community's performance of its obligations under this Statement of Work, save and except to the extent such injury, loss, damage or death results from, or is occasioned or suffered by reason of, the gross negligence of the CRCS, its employees or agents.

## **13. INDEMNITY**

- 13.1 The Community shall indemnify and keep the CRCS fully indemnified against all liabilities costs and expenses in respect of claims brought against CRCS by third parties in relation to death or injury to persons or loss of or damage to property where and to the extent that such death injury loss or damage is attributable to the wilful or negligent act or omission of the Community, its employees agents, sub-contractors or others from whom Community is reasonably responsible.

PROVIDED HOWEVER that the CRCS:

- i. promptly notifies the Community of such claims;
  - ii. allows Contractor, if Community so requests, to conduct and control (at Contractor's sole cost and expense) the defence of such claims and any related settlement negotiations; and
  - iii. affords all reasonable assistance to Community(at the Contractor's sole cost and expense) and makes no admission prejudicial to the defence of such claims.
- 13.2 The liability of the Community to indemnify or reimburse the CRCS under this Statement of Work shall not affect or prejudice the CRCS in the exercise of any other rights available to the CRCS at law or in equity.

#### 14. DISPUTE SETTLEMENT

- 14.1 The Parties shall make every reasonable effort to settle any dispute that arises as a result of any claim or controversy evolving from this Statement of Work by negotiation. Any dispute, disagreement or issue of any kind arising out of this Statement of Work, that cannot be resolved through negotiations within thirty (30) Calendar Days of a written request for negotiations delivered by either Party to the other (the "Notice"), shall be resolved through mediation.
- 14.2 Such mediation shall be facilitated by a neutral third party that is to be determined by both Parties. In the case the Parties cannot determine a neutral third party, if the mediation is unsuccessful, or if the mediation is not concluded within sixty (60) Calendar Days of the date of notification, an arbitrator shall be appointed by the international chamber of commerce.
- 14.3 The arbitration shall be conducted in English and in accordance with the Arbitral Rules then in force. The place of arbitration shall be Ontario. The arbitrator's decision shall be final and conclusive of the matter, and shall not be appealable or subject to judicial review.

#### 15. FORCE MAJEURE

- 15.1. For the purposes of this Statement of Work, "**Force Majeure**" shall mean any circumstances which prevents, or materially impairs, the performance of the obligations of the Parties in accordance with the terms and conditions set forth in this Statement of Work and is not caused by, and is beyond the reasonable control of, either Party to this Statement of Work.
- 15.2. Events which constitute Force Majeure may include, but are not restricted to, acts of God, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargos and unusually severe weather.
- 15.3. Neither Party shall be liable to the other for delay in performing, or failure to perform, its obligations if the delay arises from Force Majeure. For greater certainty, any willful or negligent act or omission on the part of the Parties does not constitute Force Majeure.
- 15.4. Upon the occurrence of a Force Majeure event, the Party affected shall provide written notice to the other Party of such Force Majeure and the notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay.
- 15.5. The Parties agree that they shall work together to resolve the delay where possible or otherwise the Parties shall suspend the affected work until the cause for the delay is resolved.

#### 16. GENERAL PROVISIONS

- 16.1 **Enurement and Assignment.** This Statement of Work shall be binding upon and enure to the benefit of the Parties, their respective successors and permitted assigns. Neither Party may assign, subcontract or in any way transfer or delegate any of its rights or obligations hereunder except with the prior written consent of the other Party hereto. Any assignment carried out without such consent is null and void.
- 16.2 **Contractual Commitments with Third Parties.** The CRCS shall not be held liable for any contractual commitments entered into by the Community with any third party for the performance of the obligations, duties or responsibilities under this Statement of Work.

- 16.3 Statement of Work with Other Contractors.** Nothing in this Statement of Work shall be construed to preclude the CRCS from entering into Statement of Works similar to this Statement of Work with other parties or contractors.
- 16.4 Non-Waiver.** No waiver by any Party of any breach by the other Party of any of its covenants, obligations and Statement of Works hereunder shall be a waiver of any subsequent breach of the same or any other covenant, obligation or Statement of Work, nor shall any forbearance in seeking a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.
- 16.5 Counterparts.** This Statement of Work may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument. All counterparts so executed shall constitute one Statement of Work binding upon all Parties, notwithstanding that all Parties are signatory to the original or the same counterpart.
- 16.6 Transmission by Facsimile.** The Parties hereto agree that this Statement of Work may be transmitted by facsimile or a similar device and that the reproduction of signatures by facsimile or such similar device will be treated as binding as if originals and each Party hereto undertakes to provide the other Party hereto with a copy of the Statement of Work bearing original signature forthwith and upon demand.
- 16.7 Survival.** The termination of this Statement of Work will not affect the survival and enforceability of any provision of this Statement of Work which is expressly or impliedly intended to remain in force after such termination.
- 16.8 Amendment.** This Statement of Work may be amended only by way of a written document executed by the Parties.
- 16.9 Charitable Purposes.** The Community shall use its best efforts to promote the charitable purposes of the CRCS and shall not use any information it may acquire with respect to the affairs of the CRCS or its affiliates for its own purposes or for any purposes other than those of the CRCS or its affiliates.
- 16.9.1** The Parties acknowledge and agree that, under this Statement of Work, they are collaborating to achieve the common charitable purpose or purposes described in this Statement of Work through the delivery of resources and/or funding to support the international relief assistance.
- 16.10 On-going Written Instructions.** CRCS reserves the right to provide written instructions to the Community to ensure that the activities carried out by the Community are compatible with CRCS's charitable objectives.
- 16.11 Anti-Corruption.** The Parties shall not offer or give a third party, or seek, or accept, any donation or payment, compensation or advantage of any type that is considered or may be considered an illegal and corrupt practice, or cause direct or indirect promises to the Parties, or for others. Any such practice by the Community will be reason for cancellation of this Statement of Work in full or in part by the CRCS.
- 16.12 Ethical Standards.** The Parties shall maintain appropriate ethical standards in all aspects of Project implementation through the prevention of bribery, or other corrupt practices.
- 16.13 Anti-Terrorism Legislation.** The Community acknowledges the CRCS's obligations pursuant to Canadian legislation, regulations and guidelines in place from time to time concerning anti-terrorism ("**Anti-terrorism Legislation**"), which include prohibitions on the use or disbursement of charitable property to support or facilitate terrorism, terrorist activity, terrorist groups or money laundering. The Community further acknowledges its own obligations pursuant to anti-terrorism legislation in place from time to time in all

jurisdictions that the Community operates. The Funds received from the CRCS shall be used in compliance with the Anti-terrorism Legislation.

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## SCHEDULE "A-1" –FUNDAMENTAL PRINCIPLES

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### **The Fundamental Principles of the International Red Cross and Red Crescent Movement**

#### **Humanity**

The International Red Cross and Red Crescent Movement, born of a desire to bring assistance without discrimination to the wounded on the battlefield, endeavours, in its international and national capacity, to prevent and alleviate human suffering wherever it may be found. Its purpose is to protect life and health and to ensure respect for the human being. It promotes mutual understanding, friendship, co-operation and lasting peace amongst all peoples.

#### **Impartiality**

It makes no discrimination as to nationality, race, religious beliefs, class or political opinions. It endeavours to relieve the suffering of individuals, being guided solely by their needs, and to give priority to the most urgent cases of distress.

#### **Neutrality**

In order to continue to enjoy the confidence of all, the Movement may not take sides in hostilities or engage at any time in controversies of a political, racial, religious or ideological nature.

#### **Independence**

The Movement is independent. The National Societies, while auxiliaries in the humanitarian services of their governments and subject to the laws of their respective countries, must always maintain their autonomy so that they may be able at all times to act in accordance with the principles of the Movement.

#### **Voluntary Service**

It is a voluntary relief movement not prompted in any manner by desire for gain.

#### **Unity**

There can only be one Red Cross or one Red Crescent Society in any one country. It must be open to all. It must carry on its humanitarian work throughout its territory.

#### **Universality**

The International Red Cross and Red Crescent Movement, in which all Societies have equal status and share equal responsibilities and duties in helping each other, is world-wide.

**SCHEDULE “B” – TECHNICAL OFFER REQUIREMENTS AND EVALUATION**

The Technical Offer must be prepared and submitted in accordance with Section 3 (Proposal Format) of Part B of the RFP and Stage 1: Evaluation of Technical Offer of Part C of the RFP.

**1. PRESENTATION OF PROPOSALS – TECHNICAL OFFER REQUIREMENTS**

**1.1 Technical Offer Evaluation**

**Rated (R) Requirements:**

A Technical Offer must address the following elements, as set forth in the table below:

1. Organizational Capacity
2. Ability to Meet legislative CRCS requirements
  - a. The Bidder must prepare a point by point response to each of the evaluation criteria set out below. Points will be awarded as indicated.

Technical Offer		
Elements	Points	Technical Evaluation Criteria –
		<b>NOTE: Bidders should follow the numbering scheme in this table in their Proposals as they demonstrate their capacities.</b>
<b>PART 1</b>	<b>20</b>	Please provide:
<b>Organizational Capacity/Governance</b>		<ol style="list-style-type: none"> <li>1.1 The Bidder must provide the name and a description of the First Nation community bidding to facilitate the establishment of the Satellite Office.</li> <li>1.2 The Bidder must provide a Statement of Interest explaining why the Bidder is interested in facilitating the establishment of the Satellite Office for the CRCS.</li> <li>1.3 The Bidder shall provide a description of what assets and strengths the Bidder will contribute towards the establishment of the Satellite Office (please limit your statement of Interest to 250 words).</li> <li>1.4 The Bidder must provide a letter of support and/or Band Council Resolution from the Chief and Council approving the Bidder to make the bid for this Project.</li> <li>1.5 The Bidder shall provide the name and key contact information of the person preparing the Proposal. The person must have access to telephone, fax, and email. The person must also have appropriate qualifications as well as a strong commitment to devote time and effort to help plan the establishment of the Satellite Office.</li> <li>1.6 The Bidder shall provide the name and key contact numbers for</li> </ol>

- community leadership, programs, services and members that will provide support during the establishment of the office.
- 1.7 The Bidder must provide a description of the First Nation community's ability to contribute financially and/or in-kind to the establishment of the Satellite Office (please note this is not required but encouraged where possible).
  - 1.8 The Bidder shall provide a timeframe for the establishment of the Satellite Office and state the location and resources available for the establishment of the Satellite Office.
  - 1.9 The Bidder shall provide a description of First Nation community's plan for leadership of the Project. Specifically, how the Bidder's First Nation community will support the establishment of the Satellite Office?
  - 1.10 The Bidder shall provide a description of current social and health programs available in the First Nation's community.
  - 1.11 The Bidder shall provide what the population of the First Nation community is and how the Satellite Office would service surrounding communities. Please list surrounding **First Nation communities** and their respective proximity to the Satellite Office.
  - 1.12 The Bidder shall describe whether its First Nation's community currently has a volunteer base of members and what activities it currently provides.
  - 1.13 The CRCS is anticipating offering two core programs during the first year of the Term through the Satellite Office: Disaster Management and Violence and Abuse Prevention. Please provide a Description on how these programs will benefit the First Nation's community.
  - 1.14 The Satellite Office shall be managed by a Northern CRCS Branch Office as deemed appropriate by proximity. Each Branch has a council (Terms of Reference available upon request). It is expected that the First Nation community will suggest two community members to participate on a voluntary basis on the appropriate council. Please describe how the two members will be selected.
  - 1.15 The Bidder shall provide to the CRCS a draft copy of the lease which the Bidder would expect the CRCS to sign upon award of contract. Bidders should note that the lease provided by the Bidder once finalized will form part of the Statement of Work as part of the final agreement between the CRCS and the Community.
  - 1.16 The Bidder shall provide a summary of its experience for the following:
    1. Relevant collective knowledge and experience including project management and service and program delivery;
    2. Working with volunteers; and
    3. Working with surrounding communities would be helpful in assessing the Proposal from Bidders.

<b>PART 2</b>  <b>Ability to Meet CRCS Requirements</b>	<b>20</b>	2.1 Please describe your capacity to provide the Services described in the Statement of Work.
<b>PART 3</b>  <b>Quality of Proposal</b>	<b>10</b>	3.1 The Bidder shall be evaluated on overall quality and clarity of the Proposal submitted.
<b>PART 4</b>  <b>Site Visit</b>	<b>25</b>	4.1 The Bidder shall be evaluated on their capacity to provide appropriate office space for the Satellite Office. The following items will be evaluated during the site visit:
<p><b>**Please Note- that only the top Bidders selected will be evaluated against the requirements in Part 4. CRCS will combine Part 1, 2 and 3 and the Financial Offer to determine the top Bidders for site visit.</b></p>		
<ol style="list-style-type: none"> <li>1. Ability to accommodate two workstations (desk, chair, computer) for office staff,</li> <li>2. Ability to accommodate filing cabinet, storage space, and adequate space for photocopier/fax/printer that will allow for an efficient, effective use of work space</li> <li>3. Access to washroom facilities and a coffee room.</li> <li>4. Access to a meeting/training room with a door .</li> <li>5. Provision of a safe working environment for staff.</li> <li>6. Accessibility of the office space in accordance with the Accessibility for Ontarians with Disabilities ActAccess to vehicle parking.</li> <li>7. Internet connectivity, telephone/fax line.</li> <li>8. Office space maintenance i.e. general office repair, snow removal, general cleaning and janitorial services.</li> <li>9. Power and electrical for the office space including back-up.</li> <li>10. Potential for office space to expand considering growth of the Satellite Office in the areas of (human resources, programs, and service needs.Is there or have there been any health issues in the space such as mould, asbestos, etc? Please describe.</li> </ol>		
<b>75</b>		





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## SCHEDULE "D" – TERMS OF PAYMENT

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### 1. DEFINITIONS

Capitalized terms used herein shall have the meanings set forth below. Where not defined herein, capitalized terms shall have the meanings ascribed thereto elsewhere in the Contract, including without limitation the RFP and Schedule "A" (Statement of Work) of the RFP.

### 2. BASIS OF PAYMENT

Unless otherwise specified, all amounts herein are in Canadian Dollars.

Unless otherwise specified, all amounts herein are applicable beginning on the Service Commencement Date, or where otherwise indicated in writing by CRCS.

In consideration of the Services provided by the Community under this Contract, and provided that the Community is not in default of any of its obligations under this Contract and subject to the other terms of this Contract, CRCS shall pay the Community only the amounts as calculated or as described as in this Schedule for all Services.

### 3. REPORTING REQUIREMENTS FOR PAYMENT

The Community will invoice CRCS based on pre-approved purchase orders.

### 4. TRAVEL

If travel and travel time is associated with this project, the following will apply:

- a. all travel expense claims shall be reasonable and incurred in the performance of the Services, without any allowance for overhead or profit; and
- b. all travel expenses shall be supported by invoices, receipts, vouchers and proof of payment.

Expenses shall only be reimbursed for travel expenses relating to CRCS business and pre-approved by the CRC Director of Information Services Operations prior to the intended travel. (Note that receipts for meals are not required due to the per-diem claim methodology.)

### 5. FINANCIAL LIMITATION

In no event shall CRCS's total liability under this Contract exceed \$\_\_\_\_\_, inclusive of applicable taxes.

No increase in the total liability of CRCS or in the price of work resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Community unless such changes, modifications or interpretations, have been approved, in writing, by means of a Contract amendment signed by both parties, prior to their incorporation into the work. The Community shall not be obliged to perform any work or provide any service that would cause the total liability of CRCS to be exceeded without the prior written approval of the CRCS.

## 6. INVOICING INSTRUCTIONS

Electronic invoices are preferred, and can be sent to [Melanie.Goodchild-Southwind@redcross.ca](mailto:Melanie.Goodchild-Southwind@redcross.ca) quoting the applicable Purchase Order number. They must include the Contractor's GST/HST and applicable PST registration numbers.

Alternatively, invoices can be submitted in duplicate including the above mentioned information to the following address:

Canadian Red Cross  
1145 Barton St.  
Thunder Bay, ON P7B 5N3  
Attention: Senior Manager, First Nations Projects/ Melanie Goodchild-Southwind

## 7. GOODS AND SERVICES TAX (GST)/HARMONIZED SALES TAX (HST)

Any amount to be levied against CRCS in respect of the GST/HST is to be shown separately on invoices and will be paid by CRCS. The Community agrees to remit any GST/HST paid or due to the Canada Revenue Agency.

### 7.1 Taxes, All Bidders/Contractors:

- a. Goods and services acquired by CRCS may be subject to GST, HST, and/or provincial sales taxes (PST). For evaluation purposes, the prices quoted by the Bidder are to be exclusive of the GST/HST and PST. Unless otherwise specified herein, any other taxes, duties, fees, levies and other impositions imposed by Canadian law, including customs duties and excise taxes, must be included in the prices quoted by the Bidder.
- b. The Community shall clearly and separately set out the GST/HST and/or PST payable, to the extent applicable, on any invoices and progress claims submitted to CRCS. CRCS will not pay GST/HST and/or PST unless such taxes have been so identified on the invoices and/or progress claims first submitted to CRCS by the Contractor. Such invoices will not be returned or adjusted by CRCS in the event that errors or omissions in Contractor's tax calculations or tax assumptions result in Community failing to charge or under-charging CRCS for GST/HST and/or PST. The Community shall comply with the provisions of the *Excise Tax Act* and the sales tax legislation of the various provinces, to the extent applicable, in relation to collection and remittance of GST/HST and/or PST. The Community shall be fully and solely liable for GST/HST and/or PST to the extent that Community fails to charge or under-charges CRCS for such Canadian Sales Tax, as described herein.
- c. The Community represents and warrants that: (i) it is a resident of Canada for Canadian tax purposes, unless otherwise stated in its proposal, and (ii) it is duly registered for Canadian sales tax purposes or has satisfied conditions which are the equivalent of registration for Canadian sales tax purposes, in the Canadian jurisdictions identified in its Proposal. The Community shall promptly register for Canadian sales tax purposes in any Canadian jurisdiction to the extent required by law and/or to the extent reasonably requested by CRCS in writing, from time to time. The Community shall promptly notify CASTA in writing following completion of any registration(s) or deregistration(s), as the case may be, and following any other change to its Canadian tax status, including but not limited to its Canadian tax residency status.
- d. Taxes, Non-resident Bidders/Community's.

- (i) Unless otherwise specified herein, any and all taxes, duties, fees, levies and other impositions imposed by the laws of a non-Canadian jurisdiction, including without limitation federal excise tax, state or local sales or use tax, value-added tax, income tax, and any other foreign tax whatsoever, must be included in the prices quoted by the Bidder.
- (ii) Where any payments due to be paid by CRCS under the Contract are subject to any Canadian federal or provincial deduction, withholding or similar tax, CRCS shall deduct or withhold the necessary amount it is required to deduct or withhold from the amounts to be paid to the Community under the Contract, unless Community provides proper documentation from the competent Canadian federal or provincial governmental authority relieving CRCS of its withholding obligations prior to payment being made. It is the Bidder's sole responsibility to obtain its own professional advice regarding any Canadian federal or provincial deduction, withholding or similar tax, and to make any "gross-up" Bidder deems necessary to the prices quoted by the Bidder. No additional "gross-up" will be permitted following the Proposal Closing Time.
- (iii) It is the Contractor's responsibility to ensure that all its obligations with regard to the Canadian *Income Tax Act*, Provincial sales tax legislation and the *Customs Act* are fulfilled. Additional information can be obtained from the Canada Revenue Agency website at: <http://www.cra-adrc.gc.ca> and the Canada Border Services Agency website at <http://www.cbsa-asfc.gc.ca>.

**SCHEDULE "E" – RESPONSE NOTIFICATION FORM RFP 09/11**

To acknowledge your intent to submit a Proposal, please submit this form by e-mail to Melanie Goodchild-Southwind, Senior Manager, First Nations Projects [Melanie.Goodchild-Southwind@redcross.ca](mailto:Melanie.Goodchild-Southwind@redcross.ca) by **4:00 PM EST March 9, 2012**.

Your details:

**Respondent's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Key Contact Name:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

Our company will/will not (underline one) submit a Proposal in response to RFP 09/11 First-Nations-Based Satellite Office of the Canadian Red Cross Society 2011 by the closing date of Thursday, April 12<sup>th</sup>, 2012 @ 4PM EST.

\_\_\_\_\_

Authorized Signatory and Name of First Nations Community (please print)

\_\_\_\_\_

E-Mail Address (please print)

\_\_\_\_\_

Date

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## SCHEDULE “F” – CANADIAN RED CROSS AREAS OF EXCELLENCE

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The following Schedule is for information purposes. It is to provide the Bidders with some background information regarding CRCS programs.

**Strategy 2015** is Canadian Red Cross plan that calls for the strengthening and focusing of our services into six areas of excellence. As stated earlier, Resolution #10/29 supporting the Initiative between Chiefs in Ontario and the CRCS, formalizes and enhance cooperation in the core areas of service offered by the CRCS. Brief descriptions of two areas of excellence are described below.

### A. Disaster Management

While Canada has not faced the kind of catastrophic natural disasters witnessed recently in places like Haiti, Japan, or the US Gulf Coast, there have been and continue to be frequent major disasters across the country.

Flooding in Atlantic Canada and the Prairie Provinces and forest fires in British Columbia all demand a rapid and coordinated response to protect life and property and to provide compassion and relief to affected people at a crucial time. As an Auxiliary to Government, the Canadian Red Cross is active across the country, training and maintaining a roster made up of volunteers who know how to help when disaster strikes by supporting the emergency services of all levels of government.

The Canadian Red Cross Disaster Management Program assists in situations ranging from individual house fires to larger situations like floods that disrupt entire regions. All disaster assistance is provided at no charge and is led by our network of more than 5,400 volunteers from coast to coast. When a disaster happens, the Canadian Red Cross goes to work immediately to meet people’s basic needs and has agreements with local stores and hotels. Volunteers can assist with reuniting families, emergency lodging, food, first aid, hygiene kits, emergency clothing and emotional comfort. In addition, volunteers help replace pharmacy prescriptions, baby food and diapers and care for concerns people may have while they are out of their comfort zone. On average, the Canadian Red Cross assists 63 Canadians daily, and responds to a disaster every 4 hours.

While the Red Cross is most visible at the scene of a disaster, we are also hard at work beforehand preparing people and communities for sudden emergencies, delivering preparedness workshops on a daily basis. Our preparedness planning helps people ready themselves in their homes, schools, workplace and communities by teaching individuals how to prepare for a disaster, delivering prevention programs for students aged 5 to 16, training and preparing companies and employees for emergencies, and working with community leaders to ensure effective emergency planning.

### B. Violence and Abuse Management

While perhaps best known for its efforts in response to large-scale disasters, the Canadian Red Cross, over the last generation, has designed and implemented a range of educational programs to prevent or alleviate the effects of child abuse and neglect, interpersonal violence, and bullying and harassment – issues whose cumulative, long-term impact on a society is no less damaging than a natural disaster.

Grouped under the banner of **RespectED**: Violence and abuse protection, these programs see the Canadian Red Cross work with community groups, school boards, police, government departments, sport organizations, faith organizations, new Canadians, and First Nations, Inuit, and Métis communities across the country to educate children, youth, and adults about dangerous behaviors and about ending the painful cycle of violence and abuse.

Aboriginal Communities and Healing. For more than a decade, the Red Cross has been working with Aboriginal communities in Canada to develop their capacity to respond to abuse and violence. One example of this work is **“Walking the Prevention Circle”**, an intensive three-day workshop, developed and delivered by Red Cross Aboriginal Coordinators in close collaboration with Aboriginal communities.

**“Walking the Prevention Circle”** acknowledges the history, challenges and potential of Aboriginal individuals and communities as it explores issues relating to abuse, neglect and interpersonal violence. Designed for adult members of Aboriginal communities, as well as for those who work with these communities in a social services, educational, health or legal capacity, the workshop empowers participants to name and reclaim the past, and begin the transition from the cycle of violence to the circle of healing—a journey that begins with awareness and moves toward prevention.

The 18-hour workshop explores:

- the root causes of abuse and neglect in Aboriginal communities from historical and psycho-social perspectives; including an examination of the inter-generational impact of residential schools and the Indian Act
- different types of abuse and neglect, their indicators and effects on children and youth
- action that can work to prevent abuse and neglect at individual, organizational and community levels