



Closing Time: Proposals must be received **before 4:00 PM Eastern** on: Monday, September 30, 2024

DELIVERY OF PROPOSALS: Proposals must be in English and must be submitted using one of the submission methods below, and must either: (1) include a copy of this cover page that is signed by an authorized representative of the Proponent; or, (2) otherwise identify the RFP, identify the Proponent and include the signature of an authorized representative of the Proponent that confirms the Proponent's intent to be bound; or, (3) reply through the MERX public tender's website. www.merx.com

Proposal submissions will be accepted through www.merx.com or by email Submission. Electronic proposals by email should be submitted by email must be submitted to Joël Lamoureux, Communications Manager, jlamoureux@nacca.ca

RFP Number: 2024_NACCA Website_001

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

Regardless of submission method, proposals must be received before Closing Time (4:00 PM Eastern) Monday, September 30, 2024, to be considered.

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

CONFIRMATION OF PROPONENT'S INTENT TO BE BOUND:

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

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

PROPONENT NAME (please print):

NAME OF AUTHORIZED REPRESENTATIVE (please print):

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

DATE: _____



NACCA

PROJECT CONTACT: Enquiries related to this RFP, including any requests for information or clarification may only be directed in writing to the following person who will respond during the Proponents' meeting. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses providing new information will be recorded and posted to MERX or otherwise distributed to prospective Proponents.

RFP Number: 2024_NACCA Website_001
Joël Lamoureux, Communications Manager
NACCA
338 Somerset St. West, Ottawa ON K2P 0J9
E-mail: jlamoureux@nacca.ca

The cut-off for submitting any questions related to this RFP to the Project Contact will be at 4pm (Eastern), Monday, September 30, 2024. Questions received after this time will not be answered.



Request for Proposal (RFP) for the Development of NACCA's New Website

Table of Contents

1.0 Request For Proposal	5
2.0 About NACCA	5
3.0 Project Scope	5
3.1 General Requirements	5
3.2 Current Information Integration	5
3.3 User Experience (UX) and User Interface (UI) Design	6
3.4 Target Audience Needs	6
3.5 Advanced Features/Functionalities/Considerations	6
3.6 Mobile App Considerations	7
3.7 Technical Specifications	8
3.8 Future-Proofing	8
4.0 Reporting and Final Deliverables	8
5.0 Timeline for Project	9
6.0 Submission Requirements	9
7.0 Evaluation Criteria	9
8.0 Proposal Submission	10
9.0 RFP Process Rules	10
10.0 Capabilities & Requirements	17
11.0 Approach & Engagement	18
APPENDIX A	21
SCHEDULE A	22
SCHEDULE B	26
SCHEDULE C	27

Deadline for Submissions: 4pm (Eastern) Monday, September 30, 2024



1.0 Request for Proposal

The National Aboriginal Capital Corporations Association (NACCA) is seeking proposals from a qualified web developer business for the development of a new NACCA website and app. This website will serve as the main landing page for NACCA, a national Indigenous economic advocacy group representing a network of Indigenous Financial Institutions (IFIs). The new website must integrate all existing data from the current site (www.nacca.ca) and incorporate a new functional design with easy navigation and consideration of advanced features including AI, automation, self-service areas, chatbots, a complementary mobile app, and other features for consideration as presented by the successful bidding website developer.

2.0 About NACCA

The National Aboriginal Capital Corporations Association (NACCA) is the umbrella organization for a network of 50+ Indigenous Financial Institutions (IFIs) across Canada. NACCA's mandate is to serve, support and advocate for the IFI network.

Over the last 35+ years, the IFI network has provided nearly \$3.3 billion to support economic development and the unique and specific needs of 50,000+ Small and Medium Sized Enterprise (SMEs) loans in Indigenous communities from coast to coast to coast.

NACCA's Board of Directors is 100% Indigenous, and all entrepreneurs supported by our IFI network are members of a First Nation, Métis or Inuit community.

3.0 Project Scope

3.1 General Requirements

- **Indigenous Business Requirement:** Qualified Indigenous-owned business with demonstrated experience in developing innovative web solutions and a deep understanding of future trends in web development are strongly encouraged to submit proposals. (Indigenous owned equates to a minimum of 51% Indigenous ownership)
- **Ideation and Trend Awareness:** The vendor must demonstrate excellence in ideation and a deep understanding of future trends in web development.

3.2 Current Information Integration

- Ensure all existing content on www.nacca.ca is seamlessly integrated into the new website.
- Update content to reflect the latest developments, initiatives, and information relevant to NACCA's mission and activities.



3.3 User Experience (UX) and User Interface (UI) Design

- **Visually Impactful** – Integration of brand colours and inclusion of Indigenous representation through captivating images, video, graphics, etc.
- **Responsive Design:** The website must be fully responsive, providing an optimal user experience on desktops, tablets, and smartphones.
- **Custom Graphics and Video**
- **Accessibility:** Ensure the website meets all relevant accessibility standards in Canada (e.g., WCAG 2.1) and Provincial accessibility standards in Ontario (AODA).
- **Availability in Both Official Languages** – Website content must be made available in both official languages (English and French)
 - Website updates – Investigate possibilities for new content to be translated into French language or can be translated ‘on demand’ to French language.
 - Explore options for translation plugins

3.4 Target Audience Needs

- **Government Partners and Supporters:** Provide clear information on policies, impact reports, funding opportunities, and collaboration initiatives.
- **Indigenous Financial Institutions:** Offer resources, networking tools, policy updates, and financial news.
- **Indigenous Entrepreneurs:** Include business resources, funding opportunities, educational content, success stories, and self-service tools.

3.5 Advanced Features/Functionalities/Considerations

Artificial Intelligence Features

- **Chatbots:** Integrate AI-driven chatbots for 24/7 customer support and to assist users in navigating the website, ability to answer FAQs, redirect inquiries to pages, capture user data.
- **Content Personalization:** Utilize machine learning algorithms to personalize content based on user behavior and preferences.

Automation

- **Automated Notifications:** Users can opt-in for notifications about new IFIs added to the directory, upcoming funding opportunities, and important deadlines.
- **Workflow Automation:** Streamline internal processes, such as form submissions and approvals.
- **Automated Media Scraping:** Ability to scrape and share media stories about NACCA and IFI Network via approval process.



Self-Service Areas

- **Indigenous Financial Institution (IFI) Directory:** a comprehensive, searchable resource designed to connect Indigenous entrepreneurs and communities with Financial Institutions across Canada. This directory will enable users to easily find and access IFIs that cater to their specific needs using keyword search, filters, profiles of each IFI and Google Map integration.
- **Integration:** With Microsoft Suite of tools and ability to connect with SharePoint
 - Account creation and personalization
- **Entrepreneur Hub:** Tools for business planning, funding application, forms to build business plans and educational resources.

Interactive Elements

- **Events Page:** With registration capabilities for webinars, workshops, and conferences.
 - Scrape the web using AI for Indigenous economic events and auto populate our events pages
 - Explore opportunities to add filters, keyword searches and approvals
- **Interactive Maps:** Google Map integration showcasing the network of Indigenous Financial Institutions.
- **Forums and Discussion Boards:** For community engagement and networking within the Entrepreneur Hub.

3.6 Mobile App Considerations

Purpose

- Complement the website by providing on-the-go access to key features.
- Provide ideation of new App trends in the economic space

Practical/Potential Functionalities

- **Pre-Screening Business Plan / Business Plan Building** – Assess with AI viability tools
- **Push Notifications:** For updates and reminders.
- **Event Management:** Register and manage event participation.
 - Integrations of naccaforum.com
 - Sponsorship opportunities
 - Integration of Advertising
- **Resource Access:** Offline access to essential documents and resources.



Integration

- Ensure seamless integration with the website to provide a unified user experience.

3.7 Technical Specifications

- **Content Management System (CMS):** Recommendation for a flexible, scalable CMS that allows easy content updates and management in both official languages
- **Security:** Implement robust security measures to protect user data and prevent cyber threats, such as:
 - **Secure authentication** – Implement strong password policies, such as minimum password complexity requirements and Two-Step Authentication
 - **User Access Control and Permissions** – Offer granular control over user permissions.
 - **Vulnerability management** - The CMS, and plugins used should receive regular security updates and patches to protect the website against potential vulnerabilities and exploits.
 - **Auditing and monitoring** - Provide detailed audit logs that track user action, facilitating accountability and anomaly detection.
- **Scalability:** The website should be able to grow and adapt to increasing traffic, expanding content and new technology implementations
- **Analytics and Reporting:** Integrate tools for tracking user behavior, engagement, and other key metrics.
- **Recommendations:** Make recommendations for additional functionality and integrations.

3.8 Future-Proofing

- **SEO Optimization:** Ensure the website is optimized for search engines to increase visibility and reach.
- **Social Media Integration:** Seamlessly connect the website with NACCA’s social media channels.
- **API Integration:** Facilitate integration with other software and platforms as needed.
- **Future Maintenance:** Ongoing maintenance support post-launch for a pre-defined period.

4.0 Submission Requirements

- **Company Information:** Background, experience, and relevant case studies.
- **Project Approach:** Detailed methodology and timeline for the project.
- **Team Composition:** Key team members and their roles.
- **Budget Proposal:** Comprehensive budget breakdown, including any ongoing maintenance costs.



NACCA

- **References:** At least three references from previous clients.

5.0 Evaluation Criteria

- **Innovation and Understanding of Trends:** Demonstrated ability to deliver innovative, Indigenous centered content with cutting-edge solutions.
- **Relevance and Experience:** Past projects that showcase experience with similar organizations.
- **Technical Expertise:** Proficiency in the required technologies and platforms.
- **Budget and Value:** Cost-effectiveness and value for money.
- **References:** Positive feedback from previous clients.

6.0 App Recommendations/Possibilities

- **Pre-loan Application:** Streamline the loan application process for Indigenous entrepreneurs.
- **Entrepreneur Tips or FAQ:** Provide valuable tips and answers to common questions for entrepreneurs.
- **AI Integration or Chatbots:** Assist users in their entrepreneurial journey with AI-powered support.
- **Virtual Business Hub:** Create a virtual space for entrepreneurs to access resources, network, and collaborate.

7.0 Timelines (estimated)

- **Planning and Requirements Gathering (4-6 weeks):** Initial meetings, documentation, and goal setting.
- **Design Phase (6-8 weeks):** Wireframes, prototypes, and UI/UX design.
- **Development Phase (12-16 weeks):** Front-end and back-end development, AI integration.
- **Content Creation and Integration (4-6 weeks):** Content writing, editing, and multimedia creation.
- **Testing and Quality Assurance (4-6 weeks):** Functional, compatibility, performance, and security testing.
- **User Acceptance Testing (2-3 weeks):** Internal testing, feedback collection, and iterations.
- **Launch Preparation (2-3 weeks):** Final updates, SEO optimization, and staff training.
- **Launch and Post-Launch Support (1-2 weeks):** Go-live activities, monitoring, and maintenance.

Total Estimated Time: 45-52 weeks (approximately 10-12 months)



8.0 Considerations

- NACCA feedback with regular check-ins provided by successful vendor.
- Contractor to provide expert recommendations for additional features to enhance the user experience. (AI, specific integrations, etc.)

9.0 RFP PROCESS RULES

2.1 Definitions

Throughout this Request for Proposals, the following definitions apply:

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

“MERX” means the Canadian public tenders website located at www.merx.com;

“Closing Location” includes the location or email address for submissions indicated on the cover page of this RFP, or MERX, as applicable.

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

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

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

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

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

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

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

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

“Request for Proposals” or “RFP” means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by an Addenda; and

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

2.2 Acceptance of Terms and Conditions

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

A proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent’s proposal. A scanned copy of the signed cover page of this RFP is acceptable as is a cover letter identifying the Proponent, identifying the RFP and including a signature of an authorized representative of the Proponent that confirms the Proponent’s intent to be bound. For proposals submitted via MERX or email constitutes the signature of an authorized representative of the Proponent and is acceptable without additional signature.



2.3 Submission of Proposals

- a) Proposals must be submitted before Closing Time to the Closing Location using one of the submission methods set out on the cover page of this RFP. Proposals must not be sent by fax, except in the circumstances set out below. The Proponent is solely responsible for ensuring that, regardless of submission method selected, that a complete Proposal is received, including all attachments or enclosures, before the Closing Time.
- b) For electronic submissions (MERX or email), the following applies:
 - (i) The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Time.
 - (ii) The maximum size of each attachment must be 100 MB or less (Proponents are solely responsible for ensuring that email proposal submissions comply with any size restrictions imposed by the Proponent's internet service provider);
 - (iii) Proponents should submit email proposal submissions in a single email and avoid sending multiple email submissions for the same opportunity. If the file size of an electronic submission exceeds the applicable maximum size, the Proponent may make multiple submissions (MERX upload or multiple emails for the same opportunity) to reduce attachment file size to be within the maximum applicable size; Proponents should identify the order and number of emails making up the email proposal submission (e.g. "email 1 of 3, email 2 of 3...")
 - (iv) For email proposal submissions sent through multiple emails NACCA reserves

the right to seek clarification or reject the proposal if it is unable to determine what documents constitute the complete proposal.

- (v) Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. Proposals that are compressed, cannot be opened or that contain viruses or malware, or corrupted attachments will be rejected.
- c) Only pre-authorized e-bidders registered on MERX can submit electronic bids on MERX. MERX is a subscription service, and the registration process may take two business days to complete. If using this submission method, Proponents should refer to the MERX website or contact MERX for more information.
- d) For email proposal submissions, including any notices of amendment or withdrawal referred to in Section 2.9, the subject line of the email and any attachment should be clearly marked with the name of the Proponent and the RFP number.
- e) Proponents using electronic submissions must submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing Time.
- f) The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the



Proponent's computer and the NACCA's Electronic Mail System or MERX.

g) The Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing Time. If the Electronic Mail System rejects an email proposal submission for any reason, and the Proponent does not resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the Project Contact immediately to arrange for an alternative submission method if:

- (i) the Proponent's email proposal submission is rejected by the Electronic Mail System; or
- (ii) if the Proponent does not receive an automated response email confirming receipt of the email and all attachments within a half hour of the time the email proposal submission was sent by the Proponent.

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

2.4 Additional Information

All Addenda will be posted on MERX. It is the sole responsibility of the Proponent to check for Addenda on MERX.

2.5 Late Proposals

Proposals will be marked with their receipt time at the Closing Location. Only complete proposals received and marked before the Closing Time will be considered to have been received on time. Proposals received late will be marked late and not considered or evaluated. In case of a dispute, the proposal receipt time as recorded will prevail whether accurate or not.

2.6 Proposal Validity

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

2.7 Pricing

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

2.8 Completeness of Proposal

By submitting a proposal, the Proponent warrants that, if the RFP is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no additional charge.

2.9 Changes to Proposals

By submitting a clear and detailed written notice, the Proponent may amend or withdraw its proposal before the Closing Time. Unless the RFP otherwise provides, Proponents should use a consistent submission method for submitting proposals and any amendments or withdrawals. Upon Closing Time, all proposals



become irrevocable. The Proponent will not change any part of its proposal after the Closing Time unless requested, for purposes of clarification.

2.10 Conflict of Interest/No Lobbying

- a) A Proponent may be disqualified if the Proponent's current or past corporate or other interests, or those of a proposed subcontractor, may give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of the RFP or a relationship with any employee, contractor or representative of the NACCA or other parties involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Project Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.
- b) A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor or representative of the NACCA, including members of the evaluation committee and any elected officials of the partner organizations, or with the media, may result in disqualification of the Proponent.

2.11 Subcontractors

- c) Unless the RFP states otherwise, proposals will be accepted, where more than one

organization or individual is proposed to deliver the services described in the RFP, so long as the proposal identifies the lead entity that will be the Proponent and that will have sole responsibility to deliver the services under the Contract. NACCA will enter a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed sub-contractors, if applicable.

- d) All subcontractors, including affiliates of the Proponent, should be clearly identified in the proposal.
- e) A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests, may give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by the firm or individual in the preparation of the RFP or a relationship with any employee, contractor or representative of NACCA, involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract. If a Proponent is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Proponent should consult with the Project Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.
- f) Where applicable, the names of approved subcontractors listed in the proposal will be included in the Contract. No additional subcontractors will be added, nor other changes made to this list in the Contract without prior written consent.



2.12 Evaluation of Proposals

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

2.13 Contract

- a) By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter a Contract with substantially the same terms and conditions set out in Appendix A and such other terms and conditions to be finalized to the satisfaction of NACCA, if applicable.
- b) Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

2.14 Contract Finalization Delay

If a written Contract cannot be finalized with satisfactory provisions within thirty days of notification of the successful Proponent, the Oversight Committee may, at its sole discretion at any time, thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

2.15 Debriefing

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

2.16 Proponents' Expenses

Proponents are solely responsible for their own expenses in participating in the RFP process, including costs in preparing a proposal and for subsequent finalizations, if any. NACCA will not be liable to any Proponent for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

2.17 Limitation of Damages

By submitting a proposal, the Proponent agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, more than an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

2.18 Liability for Errors

While considerable efforts have been made to ensure information in the RFP is accurate, the information contained in the RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by NACCA or any other party, nor is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.



key personnel that fail to pass the security screenings.

2.19 No Commitment to Award

The RFP should not be construed as an agreement to purchase goods or services. The lowest priced or any proposal will not necessarily be accepted. The RFP does not commit the NACCA or any other party, in any way to award a Contract.

2.20 No Implied Approvals

Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

2.21 Legal Entities

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

- a) disqualify a proposal if it is not satisfied that the Proponent is clearly identified.
- b) prior to entering a Contract with a Proponent, request that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole proprietorship, the Proponent's legal name and identification) and certification in a form satisfactory to confirm the Proponent has the power and capacity to enter the Contract.
- c) not to enter a Contract with a Proponent if the Proponent cannot satisfy, that it is the same legal entity that submitted the Proponent's proposal; and
- d) require security screenings for a Proponent who is a natural person, subcontractors and key personnel before entering a Contract and decline to enter into a Contract with a Proponent or to approve a subcontractor or

2.22 Reservation of Rights

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

- a) to modify the terms of the RFP at any time prior to the Closing Time, including the right to cancel the RFP at any time prior to entering a Contract with a Proponent.
- b) in accordance with the terms of the RFP, to accept the proposal or proposals that it deems most advantageous to itself.
- c) to waive any non-material irregularity, defect or deficiency in a proposal.
- d) to request clarifications from a Proponent with respect to its proposal, including clarifications as to provisions in its proposal that are conditional or that may be inconsistent with the terms and conditions of the RFP, without any obligation to make such a request to all Proponents, and consider such clarifications in evaluating the proposal.
- e) to reject any proposal due to unsatisfactory references or unsatisfactory past performance under contracts with NACCA, or any material error, omission or misrepresentation in the proposal.
- f) at any time, to reject any or all proposals; and
- g) at any time, to terminate the competition without award and obtain the goods and services described in the RFP by other means or do nothing.

2.23 Ownership of Proposals

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



consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies

2.24 Copyright

This document is subject to copyright and may be used, reproduced, modified and distributed to the extent necessary for the Proponent to prepare and submit a proposal.

2.25 Confidentiality Agreement

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

2.26 Alternative Solutions

If more than one approach to deliver the services described in the RFP are offered, Proponents should submit the alternative approach in a separate proposal.

2.27 Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If the RFP requires Proponents to provide the personal information of employees who have been included as resources in response to the RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information. Such written consents should specify that the personal information may be forwarded to the NACCA or other parties for the purposes of responding to the RFP and used by the NACCA and other parties for the purposes set out in the RFP. NACCA may, at any time, request the original consents or copies of the original

10.0 CAPABILITIES & REQUIREMENTS

10.1 Relevant Experience

The Proponent, including any subcontractors named in the proposal, must have a minimum of 3 years of experience within the past 5 years providing services of similar scope and complexity as outlined below. Experience should include:

- **Web Development for Comparable Organizations:** Demonstrated experience in developing websites for organizations of similar size and complexity, preferably in non-profit or Indigenous sectors.
- **Technical Expertise:** Proven ability to conduct comprehensive website design and development, including user experience (UX) and user interface (UI) optimization, content management system (CMS) integration, and ensuring responsive design across all devices.
- **Direct Experience with Indigenous Communities and Organizations:** Previous work with Indigenous communities or organizations is preferred, and firms that are majority Indigenous-owned (51% or more) will be considered an asset.

10.2 References

The Proponent must provide a minimum of three (3) references from previous clients for projects relevant to the scope of work outlined above. These references should include:

- **Contact Information:** Provide the name, organization, phone number, website address and email address for each reference.
- **Scope of Work:** Ensure that the references can verify the quality of work and the successful delivery of services specific to the experience described in the proposal.
Note: References from the Proponent's own organization or named subcontractors will not be accepted.

10.3 Verification and Committee Discretion

The Committee reserves the right to verify the information provided in the proposal through direct reference checks or additional inquiries. This may include:

- **Independent References:** Seeking additional references beyond those supplied by the Proponent, including internal references related to the Proponent's or subcontractor's performance on previous contracts.
- **Discretionary Rejection:** In cases where the references provided are deemed unsatisfactory, or if material errors, omissions, or misrepresentations are found in the proposal, the Committee reserves the right to reject the Proponent's submission at its sole discretion.



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10.4 Response Guidelines for Capabilities

Proponents must address the following in their submission:

1. Contact Information: Name a primary contact person for the Proponent, including their address, phone number, and email address. This information will be used for communication purposes only and will not be evaluated.
2. Project Experience: Provide detailed descriptions of similar website development projects completed over the past 5 years that demonstrate the Proponent's qualifications, focusing on the minimum 3-year experience requirement.
3. References: Include a minimum of three (3) references for the projects described each with a contact name, phone number, and email address.

11.0 APPROACH & ENGAGEMENT

Approach

- a) Include details of assigned team members and their level of experience in web design.
- b) Include a detailed project work plan to demonstrate its ability to deliver the business plan on time and within budget including specific examples from previous business plan experience.

Engagement

Prices quoted will be deemed to be:

- e) in Canadian dollars.
- f) inclusive of duty, FOB destination, and delivery charges where applicable; and,
- g) inclusive of any applicable taxes.

Response Guidelines for Price

1. Fees must be included as a fixed price quote.
2. The proposal must provide a detailed work plan including time requirements, who is responsible and hourly rates of assigned staff to support the fixed price quote.
3. Pricing must detail separately any administrative cost estimates to be billed in addition to the fees.
4. The NACCA will not pay for any costs or expenses not included in the proposed pricing.

PROPOSAL FORMAT

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



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

1. Signed cover page.
2. Table of contents including page numbers.
3. A short (one or two page) summary of the key features of the proposal.
4. The body of the proposal, including pricing, i.e. the “Proponent Response”.
5. Appendices, appropriately tabbed and referenced.
6. Identification of Proponent (legal name).
7. Identification of Proponent contact (if different from authorized representative) and contact information.

EVALUATION

Proposals will be evaluated by NACCA’s oversight committee.

NACCA is to offer a Contract to the Proponent who has met all criteria and minimum scores (if any) and who has the highest overall ranking. Proposals will be assessed in accordance with the entire requirement of the RFP, including weighted criteria.

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

Criteria

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

Criteria
The proposal must be received at the Closing Location before the Closing Time.
The proposal must be in English.
The proposal must be submitted using one of the submission methods set out on the cover page of the RFP and in accordance with Section 2.3.



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Criteria
The proposal must either : (1) include a copy of the cover page that is signed by an authorized representative of the Proponent or, (2) otherwise identify the RFP, identify the Proponent and include the signature of an authorized representative of the Proponent that confirms the Proponent's intent to be bound, or, (3) be submitted by using MERX or email in accordance with the requirements set out in Section 2.2.
Capabilities/Experiences must be addressed as described, including experience working with Indigenous communities, organizations and/or businesses. (Being a majority owned Indigenous firm is an asset.)
Approach must be detailed.
Pricing proposal as per requirements.

Weighted Criteria

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

Weighted Criteria	Weight	Score
Capabilities/Experience	7.0	0 – 10
Approach	6.0	0 – 10
Price	5.0	0 – 10
Indigenous Experience/Ownership	2.0	0 – 10
TOTAL	20	Minimum 100 – Maximum 200

Proposals that do not meet a minimum score (100) within a weighted criterion will not be evaluated further.

Price Evaluation

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



Appendix A – Consulting Agreement

The selected contractor will sign a contract with NACCA that mirrors the terms outlined in the RFP and the submitted proposal.



SCHEDULE "A"

Description of Services

3.1 General Requirements

- **Indigenous Business Requirement:** Qualified Indigenous-owned business with demonstrated experience in developing innovative web solutions and a deep understanding of future trends in web development are strongly encouraged to submit proposals. (Indigenous owned equates to a minimum of 51% Indigenous ownership)
- **Ideation and Trend Awareness:** The vendor must demonstrate excellence in ideation and a deep understanding of future trends in web development.

3.2 Current Information Integration

- Ensure all existing content on www.nacca.ca is seamlessly integrated into the new website.
- Update content to reflect the latest developments, initiatives, and information relevant to NACCA's mission and activities.

3.3 User Experience (UX) and User Interface (UI) Design

- **Visually Impactful** – Integration of brand colours and inclusion of Indigenous representation through captivating images, video, graphics, etc.
- **Responsive Design:** The website must be fully responsive, providing an optimal user experience on desktops, tablets, and smartphones.
- **Custom Graphics and Video**
- **Accessibility:** Ensure the website meets all relevant accessibility standards in Canada (e.g., WCAG 2.1) and Provincial accessibility standards in Ontario (AODA).
- **Availability in Both Official Languages** – Website content must be made available in both official languages (English and French)
 - Website updates – Investigate possibilities for new content to be translated into French language or can be translated 'on demand' to French language.
 - Explore options for translation plugins

3.4 Target Audience Needs

- **Government Partners and Supporters:** Provide clear information on policies, impact reports, funding opportunities, and collaboration initiatives.
- **Indigenous Financial Institutions:** Offer resources, networking tools, policy updates, and financial news.



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- **Indigenous Entrepreneurs:** Include business resources, funding opportunities, educational content, success stories, and self-service tools.

3.5 Advanced Features/Functionalities/Considerations

Artificial Intelligence Features

- **Chatbots:** Integrate AI-driven chatbots for 24/7 customer support and to assist users in navigating the website, ability to answer FAQs, redirect inquiries to pages, capture user data.
- **Content Personalization:** Utilize machine learning algorithms to personalize content based on user behavior and preferences.

Automation

- **Automated Notifications:** Users can opt-in for notifications about new IFIs added to the directory, upcoming funding opportunities, and important deadlines.
- **Workflow Automation:** Streamline internal processes, such as form submissions and approvals.
- **Automated Media Scraping:** Ability to scrape and share media stories about NACCA and IFI Network via approval process.

Self-Service Areas

- **Indigenous Financial Institution (IFI) Directory:** a comprehensive, searchable resource designed to connect Indigenous entrepreneurs and communities with Financial Institutions across Canada. This directory will enable users to easily find and access IFIs that cater to their specific needs using keyword search, filters, profiles of each IFI and Google Map integration.
- **Integration:** With Microsoft Suite of tools and ability to connect with SharePoint
 - Account creation and personalization
- **Entrepreneur Hub:** Tools for business planning, funding application, forms to build business plans and educational resources.

Interactive Elements

- **Events Page:** With registration capabilities for webinars, workshops, and conferences.
 - Scrape the web using AI for Indigenous economic events and auto populate our events pages
 - Explore opportunities to add filters, keyword searches and approvals
- **Interactive Maps:** Google Map integration showcasing the network of Indigenous Financial Institutions.
- **Forums and Discussion Boards:** For community engagement and networking within the Entrepreneur Hub.



3.6 Mobile App Considerations

Purpose

- Complement the website by providing on-the-go access to key features.
- Provide ideation of new App trends in the economic space

Practical/Potential Functionalities

- **Pre-Screening Business Plan / Business Plan Building** – Assess with AI viability tools
- **Push Notifications:** For updates and reminders.
- **Event Management:** Register and manage event participation.
 - Integrations of naccaforum.com
 - Sponsorship opportunities
 - Integration of Advertising
- **Resource Access:** Offline access to essential documents and resources.

Integration

- Ensure seamless integration with the website to provide a unified user experience.

3.7 Technical Specifications

- **Content Management System (CMS):** Recommendation for a flexible, scalable CMS that allows easy content updates and management in both official languages
- **Security:** Implement robust security measures to protect user data and prevent cyber threats, such as:
 - **Secure authentication** – Implement strong password policies, such as minimum password complexity requirements and Two-Step Authentication
 - **User Access Control and Permissions** – Offer granular control over user permissions.
 - **Vulnerability management** - The CMS, and plugins used should receive regular security updates and patches to protect the website against potential vulnerabilities and exploits.
 - **Auditing and monitoring** - Provide detailed audit logs that track user action, facilitating accountability and anomaly detection.
- **Scalability:** The website should be able to grow and adapt to increasing traffic, expanding content and new technology implementations
- **Analytics and Reporting:** Integrate tools for tracking user behavior, engagement, and other key metrics.
- **Recommendations:** Make recommendations for additional functionality and integrations.

3.8 Future-Proofing

- **SEO Optimization:** Ensure the website is optimized for search engines to increase visibility and reach.



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- **Social Media Integration:** Seamlessly connect the website with NACCA's social media channels.
- **API Integration:** Facilitate integration with other software and platforms as needed.
- **Future Maintenance:** Ongoing maintenance support post-launch for a pre-defined period.

Submission Requirements

- **Company Information:** Background, experience, and relevant case studies.
- **Project Approach:** Detailed methodology and timeline for the project.
- **Team Composition:** Key team members and their roles.
- **Budget Proposal:** Comprehensive budget breakdown, including any ongoing maintenance costs.
- **References:** At least three references from previous clients.

App Recommendations/Possibilities

- **Pre-loan Application:** Streamline the loan application process for Indigenous entrepreneurs.
- **Entrepreneur Tips or FAQ:** Provide valuable tips and answers to common questions for entrepreneurs.
- **AI Integration or Chatbots:** Assist users in their entrepreneurial journey with AI-powered support.
- **Virtual Business Hub:** Create a virtual space for entrepreneurs to access resources, network, and collaborate.
- NACCA feedback with regular check-ins provided by successful vendor.
- Contractor to provide expert recommendations for additional features to enhance the user experience. (AI, specific integrations, etc.)

SCHEDULE "B"

Requirements for Invoicing

- a) The Consultant agrees to provide monthly detailed invoices to the Client which itemize the following and includes the Contract ID stated above:
 - (i) All services provided which are being covered by the invoice
 - (ii) If billing for Services is done at a daily or hourly rate, the invoice will indicate the total number of days or hours being billed, supported by a separate timesheet which details days/hours worked, individual(s) providing services and services provided
 - (iii) Includes a clear summary of all taxes included as per 3 (a) of this Agreement
 - (iv) A detailed item-by-item listing of all expenses being included in the invoice, supported by all receipts. If such receipts include multiple items, some of which are not being billed to an invoice submitted under this agreement, the item-by-item listing will include a summary of each receipt which details the specific items being billed to the invoice submitted under this agreement, including a separate calculation of all applicable taxes relating to the specific items being billed.

- b) Upon receipt and verification of an invoice and all supporting documentation, payment will be made by the Client to the Consultant.



SCHEDULE "C"

CONFIDENTIALITY AGREEMENT

This Agreement dated **year/month/day** is made between the National Aboriginal Capital Corporations Association (the "Company"), and (the "Recipient").

RECITALS

- A. The Recipient has obtained certain information from the Company, the Company's Related Parties, (each a "Disclosing Party", and includes each of their Representatives), and will obtain further information from the Disclosing Parties in connection with the Recipient's provision of the Services.
- B. The Disclosing Parties have made such information available to the Recipient and are willing to continue to make such information available to the Recipient for the purpose of permitting the Recipient to provide the Services (the "Permitted Purpose"), all subject to the terms and conditions set out in this Agreement.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

In this Agreement,

- (a) **"NACCAs"** the National Aboriginal Capital Corporations Association in Canada.
- (b) **"Company's Representatives"** means the Company's agents, directors, officers, employees, representatives, consultants and advisers and the agents, directors, officers, employees, representatives, consultants and advisers of the Company's Related Parties.
- (c) **"Confidential Information"** means:
 - (i) all information, in whatever form communicated or maintained, whether orally, in writing, electronically, in computer readable form or otherwise, that the Disclosing Party discloses to, or that is gathered by inspection by, the Recipient or any of the Recipient's Representatives whether provided before or after the date of this Agreement, including, without limitation, information that contains or otherwise reflects



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information concerning the Disclosing Party, its subsidiaries or affiliates, or any of their respective businesses, affairs, financial conditions, assets, liabilities, operations, prospects, activities, and clients, and specifically includes, without limitation, financial information, client information, budgets, forecasts, engineering reports, environmental reports, evaluations, legal opinions, A and any information provided to the Disclosing Party by third parties under circumstances in which such party may have an obligation to protect the confidentiality of such information;

- (ii) all plans, proposals, reports, analyses, notes, studies, forecasts, compilations or other information, in any form, that are based on, contain or reflect any Confidential Information regardless of the identity of the person preparing the same (“Notes”).
- (iii) the existence and terms of this Agreement and any other agreements related to the Services.
- (iv) the fact that information has been disclosed or made available to the Recipient or the Recipient’s Representatives; and
 - (i) the fact that discussions or negotiations are or may be taking place with respect to the Services any discussions or negotiations under this Agreement.

“**Confidential Information**” does not include any information that:

- (x) is at the time of disclosure to the Recipient or thereafter becomes generally available to the public, other than as a result of a disclosure by the Recipient or any of the Recipient’s Representatives in breach of this Agreement.
 - (y) is or was received by the Recipient on a non-confidential basis from a source other than a Disclosing Party if such source is not prohibited from disclosing the information to the Recipient by a confidentiality agreement with, or a contractual, fiduciary or other legal obligation to, the Disclosing Party; or
 - (z) was known by the Recipient prior to disclosure under this Agreement if the Recipient was not subject to any contractual, fiduciary or other legal confidentiality obligation in respect of such information and such prior knowledge can be proven by written records in the Recipient’s possession prior to such disclosure.
- (d) “**party**” means a party to this Agreement and “**parties**” means both parties to this Agreement.
- (e) “**Permitted Purpose**” has the meaning set out in the recitals.



NACCA

- (f) **“person”** is to be broadly construed to include, without limitation, any individual, corporation, company, partnership, group, governmental authority or entity.
 - (g) **“Personal Information”** has the meaning set out in Section 5.
 - (h) **“Recipient’s Representatives”** means the Recipient’s agents, directors, officers, employees, representatives, consultants and advisers; and
 - (i) **“Related Party”**, with respect to a party, means (i) any person, directly or indirectly, through one or more intermediaries, controlled by or under common control with such party, (ii) any body corporate of which such party beneficially owns, directly or indirectly, voting securities carrying more than 10 per cent of the voting rights attached to all voting securities of the body corporate for the time being outstanding, or (iii) any partner of such party
- 2. Provision of Confidential Information.** Subject to the provisions of this Agreement, the Company shall make such Confidential Information available to the Recipient and shall request the IFIs to make such Confidential Information available to the Recipient, as the Company, in its sole discretion, considers advisable in the circumstances, solely for the Permitted Purpose.
- 3. Non-Disclosure of Confidential Information.**
- (a) Without reducing the generality of the foregoing, the Recipient shall not disclose any Confidential Information of an IFI to the Company, the Company’s Related Parties, or any other IFI, nor disclose any Confidential Information of the Company to any IFI, except as required for the Permitted Purpose; and, notwithstanding the foregoing, the Recipient shall not disclose any Personal Information (as hereinafter defined) of an IFI to the Company, the Company’s Related Parties, or any other IFI, under any circumstances.
 - (b) The Recipient may disclose any of the Confidential Information only to those of the Recipient’s Representatives who need to know such Confidential Information for the Permitted Purpose. The Recipient shall inform the Recipient’s Representatives of the confidential nature of such Confidential Information and cause each of the Recipient’s Representatives to treat such Confidential Information confidentially in accordance with this Agreement and not disclose such Confidential Information except as permitted herein.
 - (c) The Recipient shall be responsible for any breach of this Agreement by any of the Recipient’s Representatives. The Recipient shall take all reasonable measures, including, without limitation, court proceedings, at the Recipient’s sole expense, to restrain the Recipient’s Representatives from making unauthorized disclosure or use of the



Confidential Information.

- 4. Use of Confidential Information.** The Recipient shall not use, and shall cause the Recipient's Representatives not to use, the Confidential Information for any purpose other than the Permitted Purpose. The Recipient shall not use the Confidential Information in any way that is, directly or indirectly, detrimental to the Disclosing Party.

- 5. Personal Information.** The Recipient acknowledges and agrees that neither the Company nor any of its Representatives nor any IFI shall disclose to the Recipient information about identifiable individuals forming part of the Confidential Information ("**Personal Information**") unless required by the Recipient, acting reasonably, for the Permitted Purpose. If Personal Information is provided to the Recipient, then:

 - (a) the Recipient shall comply with the Personal Information Protection and Electronic Documents Act (Canada) and any similar provincial legislation governing the protection of personal information in the private sector applicable to the Recipient in the course of collecting, using and disclosing Personal Information in connection with the Permitted Purpose; and
 - (b) to the extent that the Disclosing Party discloses to the Recipient any Personal Information, the Recipient shall: (i) collect and use Personal Information only for the Permitted Purpose; (ii) only disclose Personal Information to those of its Representatives who need to know such Personal Information for the Permitted Purpose; and (iii) use appropriate security measures to safeguard all Personal Information against unauthorized collection, access, use or disclosure. The actions referred to in (i) and (ii) shall be done only to the minimum extent necessary to complete the permitted purpose.
 - (c) Immediately upon the completion of the Permitted Purposes, it shall be deemed that the Recipient received a request (as contemplated by Section 7) from each IFI (even if such requests are not physically received by the Recipient), and that the Recipient will take such steps, as are required by Section 7, with respect to each IFI's Confidential Information.

- 6. Compelled Disclosure.** If the Recipient or any of the Recipient's Representatives receives a request or is required by law, regulation, by-law or rule, including, without limitation, discovery procedures, deposition, interrogatory, request for documents, subpoena, summons, civil investigative demand, search and seizure warrant, court order or other process, to disclose all or any part of the Confidential Information, the Recipient shall (a) immediately notify the applicable Disclosing Party, of the existence, terms and circumstances surrounding the request or requirement, (b) consult with the Disclosing Party, on the advisability of taking legally available steps to resist or narrow the request or lawfully avoid the requirement, and (c) if requested by the Disclosing Party, take all necessary steps to seek a protective order or other appropriate remedy.



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If a protective order or other remedy is not available, or if the Disclosing Party, waives compliance with the provisions of this Section 6, (x) the Recipient or the Recipient's Representatives, as the case may be, may disclose to the person requiring disclosure only that portion of the Confidential Information which the Recipient is advised by written opinion of counsel is legally required to be disclosed, and shall exercise the Recipient's best efforts to obtain assurance that confidential treatment will be accorded such portion, and (y) the Recipient shall not be liable for such disclosure unless such disclosure was caused by or resulted from a previous disclosure by the Recipient or any of the Recipient's Representatives not permitted by this Agreement.

- 7. Return of Documents.** Upon request by the Disclosing Party, at any time, the Recipient shall (a) return promptly to the Disclosing Party, all physical copies of the Confidential Information of such party, including Notes, then in the Recipient's possession or in the possession of the Recipient's Representatives, (b) destroy all (i) electronic copies of the Confidential Information and (ii) all Notes (including electronic copies thereof) prepared by the Recipient or any of the Recipient's Representatives, including electronic back-ups of the foregoing in a manner that ensures that such Notes may not be retrieved or undeleted by the Recipient or any of the Recipient's Representatives, and (c) deliver to the Disclosing Party a certificate executed by the Recipient indicating that the requirements of this sentence have been satisfied in full. Notwithstanding the return or destruction of Confidential Information and Notes, the Recipient and the Recipient's Representatives shall continue to be bound by the Recipient's confidentiality and other obligations hereunder.
- 8. Process.**

 - (a) The Recipient acknowledges and agrees that none of the Disclosing Parties have an obligation pursuant to this Agreement or otherwise to disclose or continue to disclose or make available Confidential Information to the Recipient or any of the Recipient's Representatives.
 - (b) The Recipient shall, and shall cause the Recipient's Representatives to, comply with all procedures of the Company relating to the provision of Confidential Information as the Company may adopt from time to time.
- 9. No Representation or Warranty by Disclosing Parties.** The Recipient acknowledges and agrees that none of the Disclosing Parties makes any representation or warranty, express or implied, as to the accuracy, sufficiency or completeness of the Confidential Information. None of the Disclosing Parties shall have any liability whatsoever, under contract, tort, trust or otherwise, to the Recipient or any other person resulting from use of the Confidential Information by the Recipient or any of the Recipient's Representatives or for omissions from the Confidential Information.



10. No Property Rights. The Recipient acknowledges and agrees that the Confidential Information shall at all times remain the property of the applicable Disclosing Party, and by making Confidential Information or other information available to the Recipient or the Recipient's Representatives, none of the Disclosing Parties shall be deemed to be granting any licence or other right under or with respect to any trade secret, patent, copyright, trademark or other proprietary or intellectual property right.

11. Legal Remedy. The Recipient acknowledges and agrees that none of the Disclosing Parties would have an adequate remedy at law and may be irreparably harmed in the event that any of the provisions of this Agreement were not performed by the Recipient and the Recipient's Representatives in accordance with their specific terms or were otherwise breached by the

Recipient or the Recipient's Representatives. Accordingly, the Recipient acknowledges and agrees that the Disclosing Parties shall be entitled to injunctive relief to prevent breaches of this Agreement and to specific performance of the terms and conditions of this Agreement in addition to any other remedy to which the Disclosing Parties may be entitled at law or in equity. The Recipient hereby waives any requirement for the posting of any bond or other security in connection with the obtaining of any injunctive or other equitable relief. The prevailing person or party in any such litigation shall be entitled to payment of its legal fees and disbursements, court costs and other expenses of enforcing, defending or otherwise protecting its interest hereunder. The Recipient shall indemnify and save harmless each of the

Disclosing Parties from all damages and losses of any nature whatsoever arising out of a breach by the Recipient or any of the Recipient's Representatives of any of the terms and conditions of this Agreement.

12. Miscellaneous.

- (a) No failure or delay by the Company in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or remedy under this Agreement.
- (b) If any provision of this Agreement as applied to any party in any circumstance is adjudged by a court to be invalid or unenforceable, this will in no way affect any other provision of this Agreement, the application of such provision in any other circumstance, or the validity or enforceability of this Agreement.
- (c) This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes and replaces all prior agreements,



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understandings, negotiations and discussions, whether oral or written, by or between the parties with respect to Confidential Information, whether disclosed before or after the date hereof.

- (d) No amendment to this Agreement will be binding unless executed in writing by the parties.
- (e) The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (f) This Agreement shall be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein.
- (g) This Agreement shall ensure to the benefit of, and be binding on, the parties and their successors and permitted assigns. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.
- (h) This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have executed this Agreement.

NATIONAL ABORIGINAL CAPITAL CORPORATIONS ASSOCIATION

NAME: _____

TITLE: _____, NACCA

NAME OF COMPANY

NAME: _____

TITLE: _____