



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

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**DELIVERY OF PROPOSALS:** Proposals must be in English and must be submitted electronically by email. Please, include a copy of this cover page that is signed by an authorized representative of the Proponent.

Proponents should submit an electronic proposal to Joël Lamoureux, Communications Manager, [jlamoureux@nacca.ca](mailto:jlamoureux@nacca.ca)

**RFP Number: 2024\_ANNUAL REPORT 2024\_001**

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

Proposals must be received before Closing Time (4:00 PM Eastern) on **October 4, 2024,** to be considered.

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

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**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. Information obtained from any other source is not official and should not be relied upon.

**RFP Number: 2024\_ANNUAL REPORT 2024\_001**

**Joël Lamoureux, Communications Manager,**

**NACCA**

**338 Somerset St. West, Ottawa ON K2P 0J9**

***E-mail:* [jlamoureux@nacca.ca](mailto:jlamoureux@nacca.ca)**

**The cut-off for submitting any questions related to this RFP to the Project Contact will be Friday, September 27, 2024. Questions received after this time will not be answered.**



## **Request for Proposal (RFP) to produce the 2023/2024 Annual Report.**

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SCHEDULE A

SCHEDULE B

APPENDIX A

**Deadline for Submissions: 4pm (Eastern) October 4, 2024**

Proposals are to be submitted to: Joël Lamoureux - Communications Manager

[jlamoureux@nacca.ca](mailto:jlamoureux@nacca.ca)



## **1.0 REQUEST FOR PROPOSAL**

The National Aboriginal Capital Corporations Association (NACCA) is seeking a highly skilled and experienced graphic designer to collaborate in producing our annual report for 2023/2024. The selected designer will be responsible for visually communicating the organization's accomplishments, financial reporting, and overall impact in a manner that resonates with our stakeholders, particularly those in the Indigenous economic space.

## **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**

The graphic designer will be responsible for the following tasks:

### **3.1. Collaboration with Content Writer**

- Work closely with NACCA's internal content writer, who will provide the written narrative for the annual report.
- Ensure the seamless integration of text with design elements to create a cohesive, engaging document. The final product should reflect Indigenous culture with appropriate original graphic design imagery.

### **3.2. Report Layout and Design**

- Design the layout of the annual report, including the cover, interior pages, and any supplemental materials. This includes the creation of custom graphics for the cover and internal pages, and overall, visually impactful design.



## NACCA

- Create a visually appealing report that reflects NACCA's brand and values, particularly its connection to Indigenous communities and the Indigenous economy.
- Use appropriate imagery, colour schemes, and design elements that resonate with Indigenous cultures while maintaining a professional tone.

### 3.3. Financial Reporting and Data Visualization

- Develop clear, concise, and visually appealing image graphs, charts, and infographics to showcase financial data and reports.
- Ensure all financial data is accurately represented and easy to comprehend for a broad audience, including stakeholders.
- Embed/include audited financial statements

### 3.4. Visual Consistency and Branding

- Ensure that all design elements are consistent with NACCA's branding guidelines.
- Use NACCA-approved fonts, logos, and colors in all design work.

### 3.5. Print and Digital Formats

- Deliver the annual report in both print-ready and digital formats (PDF, web-friendly versions).
- Report must be delivered in both official languages. NACCA has previously established relationships with translators if required.
- Ensure that the design is adaptable for various media, including print, web, and presentations.

## 4.0 SUBMISSION REQUIREMENTS

Proposals should include the following sections:

- **Company Overview:** Provide a brief description of your design practice, including relevant experience with Indigenous organizations.
- **Portfolio:** Include examples of past work, especially annual reports, financial documents, or work related to Indigenous communities.



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- **Approach:** Describe your design process, how you approach collaboration with content writers, and how you manage financial data visualization.
- **Timeline:** Propose a timeline for the project, including key milestones. (Note – NACCA’s aim is to have the report released publicly by December 6 to 13, 2024)
- **Budget:** Provide a cost estimate, including a breakdown of services (design, revisions, final delivery).
- **References:** Include at least two references and examples from previous clients, particularly from Indigenous organizations.

### 5.0 EVALUATION CRITERIA

- Innovation and Understanding of Trends: Demonstrated ability to deliver innovative, efficient Indigenous centered designs.
- 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 CONSIDERATIONS

- Feedback with regular check-ins provided by successful vendor.
- Intellectual Property: Upon delivery, NACCA has ownership of final designs, graphics and any associated intellectual property rights and able to use freely both internally and publicly.

### 5.0 RFP PROCESS RULES

#### 5.1 Definitions

Throughout this Request for Proposals, the following definitions apply:

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

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

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



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“**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.

### 5.2 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.

### 5.3 Submission of Proposals

a) Proposals must be submitted before Closing Time to the Closing Location using one of the submission methods set out on the cover page of this RFP. Proposals must not be sent by fax, except in the circumstances set out below. The Proponent is solely responsible for ensuring that, regardless of submission method selected, that a complete Proposal is received, including all attachments or enclosures, before the Closing Time.

b) For electronic submissions the following applies:

(i) The Proponent is solely responsible for ensuring that the complete electronic Proposal, including all attachments, is received before Closing Time.



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- (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 to reduce attachment file size to be within the maximum applicable size; Proponents should identify the order and number of emails making up the email proposal submission (e.g. "email 1 of 3, email 2 of 3...");
  - (iv) For email proposal submissions sent through multiple emails NACCA reserves the right to seek clarification or reject the proposal if it is unable to determine what documents constitute the complete proposal.
  - (v) Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. Proposals that are compressed, cannot be opened or that contain viruses or malware, or corrupted attachments will be rejected.
- c) For email proposal submissions, including any notices of amendment or withdrawal referred to in Section 2.9, the subject line of the email and any attachment should be clearly marked with the name of the Proponent and the RFP number.
  - d) Proponents using electronic submissions must submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing Time.
  - e) The Proponent bears all risk associated with delivering its Proposal by electronic submission, including but not limited to delays in transmission between the Proponent's computer and the NACCA's Electronic Mail System.
  - f) The Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing Time. If the Electronic Mail System rejects an email proposal submission for any reason, and the Proponent does not resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the Project Contact immediately to arrange for an alternative submission method if:
    - (i) the Proponent's email proposal submission is rejected by the Electronic Mail System; or





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(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.

### **5.4 Additional Information**

N/A

### **5.5 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.

### **5.6 Proposal Validity**

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

### **5.7 Pricing**

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

### **5.8 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.

### **5.9 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.



### **5.10 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.

### **5.11 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.



## NACCA

- 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.

### **5.12 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.

### **5.13 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.

### **5.14 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.

### **5.15 Debriefing**

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

### **5.16 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



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incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

### **5.17 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.

### **5.18 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.

### **5.19 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.

### **5.20 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.

### **5.21 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



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- 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 key personnel that fail to pass the security screenings.

### **5.22 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.

### **5.23 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.

### **5.24 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.

### **5.25 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.



## **5.26 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.

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

## **6.0 CAPABILITIES**

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

- a) Demonstrated ability to create unique graphic design publications or product.
- b) Direct experience with Indigenous communities and organizations.  
(51% majority owned Indigenous firm is an asset.)

### **References**

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

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



Further to the reservation of rights under Section 5.22, if the Proponent is deemed unsuitable by the Committee in its sole discretion due to unsatisfactory references, or if the proposal is found to contain material errors, omissions or misrepresentations, the Proponent's proposal may be rejected.

#### Response Guidelines for Capabilities

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

## 7.0 ENGAGEMENTS

Prices quoted will be deemed to be:

- in Canadian dollars.
- inclusive of duty, FOB destination, and delivery charges where applicable; and,
- 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. NACCA will not pay for any costs or expenses not included in the proposed pricing.



## 8.0 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.

## 9.0 EVALUATION

Evaluation of proposals will be by an Oversight Committee at NACCA.

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.





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<b>Criteria</b>
The proposal must be submitted using one of the submission methods set out on the cover page of the RFP and in accordance with Section 2.3.
The proposal must either (1) include a copy of the cover page that is signed by an authorized representative of the Proponent or (2) otherwise identify the RFP, identify the Proponent and include the signature of an authorized representative of the Proponent that confirms the Proponent's intent.
Capabilities/Experiences must be addressed as described, including experience working with Indigenous communities, organizations and/or businesses. (Being a majority owned (51%) 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.

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

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.

All information contained in this Request for Proposal (RFP) and any subsequent communications or documents related to this RFP is considered confidential and proprietary to the National Aboriginal Capital Corporations Association (NACCA). This information is provided solely for the purpose of enabling potential proponents to



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prepare and submit their proposals.

## 10.0 CONFIDENTIALITY

By accepting this RFP, recipients agree to the following terms:

1. **Confidentiality Obligation:** Recipients of this RFP shall treat all information contained herein, as well as any additional information provided during the RFP process, as strictly confidential. This information must not be disclosed to any third party without the prior written consent of NACCA.
2. **Use of Information:** The information provided in this RFP is to be used solely for the purpose of preparing and submitting a proposal in response to this RFP. Recipients are not permitted to use this information for any other purpose.
3. **Return of Information:** Upon request, recipients agree to return or destroy all copies of this RFP and any related documents, whether in paper or electronic form, including any notes or other materials derived from these documents.
4. **Non-Disclosure Agreement:** NACCA may require proponents to sign a separate non-disclosure agreement (NDA) to further ensure the protection of confidential information.
5. **Ownership of Proposals:** All proposals submitted in response to this RFP will become the property of NACCA and will not be returned. NACCA will treat all proposals as confidential; however, proponents acknowledge that NACCA may be required to disclose proposals under applicable legal or regulatory obligations.
6. **Breach of Confidentiality:** Any breach of these confidentiality obligations may result in the disqualification of the proponent from the RFP process and may subject the proponent to legal action.

By participating in this RFP process, proponents agree to adhere to these confidentiality obligations and understand the importance of maintaining the confidentiality of the information provided by NACCA.



## **Schedule A - Responsibilities**

The graphic designer will be responsible for the following tasks:

### **3.1. Collaboration with Content Writer**

- Work closely with NACCA's internal content writer, who will provide the written narrative for the annual report.
- Ensure the seamless integration of text with design elements to create a cohesive, engaging document. The final product should reflect Indigenous culture with appropriate original graphic design imagery.

### **3.2. Report Layout and Design**

- Design the layout of the annual report, including the cover, interior pages, and any supplemental materials. This includes the creation of custom graphics for the cover and internal pages, and overall visually impactful design.
- Create a visually appealing report that reflects NACCA's brand and values, particularly its connection to Indigenous communities and the Indigenous economy.
- Use appropriate imagery, colour schemes, and design elements that resonate with Indigenous cultures while maintaining a professional tone.

### **3.3. Financial Reporting and Data Visualization**

- Develop clear, concise, and visually appealing image graphs, charts, and infographics to showcase financial data and reports.
- Ensure all financial data is accurately represented and easy to comprehend for a broad audience, including stakeholders.
- Embed/include audited financial statements

### **3.4. Visual Consistency and Branding**

- Ensure that all design elements are consistent with NACCA's branding guidelines.
- Use NACCA-approved fonts, logos, and colors in all design work.



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### 3.5. Print and Digital Formats

- Deliver the annual report in both print-ready and digital formats (PDF, web-friendly versions).
- Report must be delivered in both official languages. NACCA has previously established relationships with translators if required.
- Ensure that the design is adaptable for various media, including print, web, and presentations.



## **Schedule B – Invoicing Requirements**

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.



NACCA

## APPENDIX A – Consulting Agreement

Contract ID: XXXX\_XXX\_XXXXXXXXXX\_XX\_XX

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

**BETWEEN:**

**National Aboriginal Capital Corporations Association**

338 Somerset St. W., Ottawa, Ontario

K2P 0J9

- and -

**Company Name**

**Address, City, Province**

**Postal Code**

Email address

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



NACCA

NOW THEREFORE it is hereby agreed as follows:

**1. Services**

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

**2. Term**

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

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

**3. Fee:**

(a) The Client agrees to pay the Consultant a total fee for the Services provided by the Consultant under the Agreement in the amount of **\$0.00** per day plus any expenses as authorized under this Agreement. The Services to be provided by the Client are described in Schedule "A" attached hereto.

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

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

**4. Payments**

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

Daily Rate: \$ \_\_\_\_\_

Flat Rate: \$ \_\_\_\_\_

**5. Invoicing**

The invoice will include a summary of the services performed and/or the deliverables completed by task. Subject to satisfactory completion of these services, NACCA will pay the Contractor's



## NACCA

invoice within 30 days following receipt of the Contractor's invoices. All supporting documentation should be included with the invoices. See Schedule "B".

### **6. Terms and Conditions**

The contractor may not assign its rights under this Agreement.

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

### **7. Expenses**

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

### **8. Compliance**

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

### **9. Confidentiality and Ownership of the Work**

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





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

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

#### **10. Other Services**

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

#### **11. Termination**

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

(b) Upon termination of this Agreement:

(i) the Client's obligations to the Consultant, and the Consultant's obligations to the client under this Agreement shall terminate except for obligation of the Client to pay any fees and expenses in accordance with the terms of this Agreement, to the date of termination; and

(ii) the Consultant's obligations to the Client under this Agreement shall terminate except those obligations which are specifically expressed to survive the termination of this Agreement.

#### **12. Indemnification**

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



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

**13. Governing Law**

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

**14. Severability**

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

**15. Amendments**

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

**16. Lead Contact**

The Parties acknowledge that **"Name of Person"** is the lead employee or the Consultant and is integral to the successful performance of the Services by the Consultant under this agreement.



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

**NATIONAL ABORIGINAL CAPITAL CORPORATIONS ASSOCIATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Shannin Metatawabin

Title: Chief Executive Officer

**NAME OF THE COMPANY**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name:

Title: