



CHAMPAGNE AND AISHIHIK FIRST NATIONS

REQUEST FOR PROPOSALS

Chief Financial Officer

SECTION 1: GENERAL INSTRUCTIONS TO BIDDERS

1. Bids must be submitted in the form specified in this invitation, if any, and sealed in an envelope or package that cannot be seen through and delivered by hand, mailed or e-mailed to:

Executive Council Office
Champagne and Aishihik First Nations
304 Jarvis Street
Whitehorse, YT
Y1A-2H2

Attention: Angie Wabisca, Executive Assistant to Executive Director
(867) 456-6881
awabisca@cafn.ca

2. Bids must be received at the location specified above, before the specified closing time, as determined by the clock at the closing location. Bids received late, or not received completely by the closing time will not be considered and will be returned to the bidder unopened.

3. The closing time is up to and including:

4:30 p.m. October 1, 2018

4. As soon as possible following the bid closing time, the bid envelope will be opened in the office specified in section 1.

5. The bidder shall identify, on the envelope containing the bid, its business name and address and the title of the bid enclosed.

6. Bids must be signed by an appropriate authorized official of the party submitting the bid. Erasures and/or corrections must be initialed by the person(s) authorized to sign the bid.

7. Any bid submitted may be withdrawn by written request by an authorized official, but cannot be withdrawn or changed after the closing time.
8. Bidders are solely responsible for their own expenses in preparing and delivering their bids.
9. Champagne and Aishihik First Nations reserves the right to modify the terms of the invitation at any time prior to closing, at its sole discretion. Champagne and Aishihik First Nations will make information available to the public regarding any changes made to the invitation and will make reasonable efforts to inform all bidders of any such changes. Bidders are responsible for ensuring that they are aware of and complied with any addenda.
10. Bids already submitted may be amended prior to closing (i) by submitting an amendment identifying the plus or minus variance to the original bid, or (ii) by sending in a complete new bid, clearly indicating that it replaces the previously submitted bid. A bid revision replaces any other bid revisions previously submitted by the bidder; only the last of any bid revisions will be accepted.
11. Accuracy of information included in this invitation is not guaranteed or warranted by Champagne and Aishihik First Nations to be accurate, nor is it necessarily comprehensive or exhaustive. By submitting a bid, the bidder agrees that it has investigated all conditions that will affect the work and assumes all risks regarding those conditions.
12. Enquiries regarding the invitation must be made in writing and submitted to the office specified in section 1. No response shall be binding on Champagne and Aishihik First Nations unless it is made in writing. Enquiries and the responses given may be distributed to all other bidders as addenda.
13. All prices should be extended and totaled. In the event of an error in calculation of the extended price, the unit price will be taken as correct and will govern in the bid evaluation and contract administration.
14. If the bid is accepted, prices must remain firm for the duration of the contract unless otherwise specified in the invitation or contract documents.
15. The bid shall be unconditional, irrevocable and open to acceptance by Champagne and Aishihik First Nations at any time within 30 days after the date on which bids close.
16. If, in the opinion of Champagne and Aishihik First Nations, a bid contains a minor defect or fails in some way to comply with any requirement of this tender document that, in the opinion of Champagne and Aishihik First Nations, can be remedied without providing an unfair advantage with respect to other bidders, Champagne and Aishihik First Nations may request clarification from the bidder, and, upon receipt of appropriate clarification, may waive the minor defect or any irregularity and accept the bid.

17. This invitation does not commit Champagne and Aishihik First Nations to award a contract. Champagne and Aishihik First Nations reserves the right to cancel this invitation anytime without award or compensation to bidders.

18. Champagne and Aishihik First Nations need not accept the lowest, the highest ranked, or any bid, and reserves the right to reject or accept any bid without further explanation.

19. Failure to comply with any instruction contained in this invitation may be deemed sufficient cause for the rejection of all or part of any bid. Any items omitted or any special conditions or qualifications added to the bid (for example, including the bidder's standard terms of sale) may cause the bid to be rejected and may affect the evaluation of the bid.

20. Submission of a bid shall be deemed to be confirmation that the bidder acknowledges and agrees to the contract terms, as set out in the Contract attached to this document.

21. Champagne and Aishihik First Nations reserves the right to negotiate changes to the terms of any contract with the lowest priced or highest ranked bidder. Such changes, if any, shall be within the scope of this tender.

22. If no compliant bids are received in response to this invitation, Champagne and Aishihik First Nations reserves the right to enter into negotiation with one or more suppliers in order to complete the procurement.

23. Each bidder, by submitting a bid, irrevocably waives any claim, action or proceeding against Champagne and Aishihik First Nations, including without limitation any judicial review or injunction application or against any of Champagne and Aishihik First Nations' employees, advisors or representatives for damages, expenses or costs including costs of bid preparation, loss of profits, loss of opportunity or any consequential loss as a result of, or arising out of, the submission of any bid, or due to Champagne and Aishihik First Nations not accepting or rejecting any bid.

24. In order to assist the Champagne and Aishihik First Nations in determining the best qualified and capable bidder, Champagne and Aishihik First Nations reserves the right, to make any investigations of a bidder's business experience, financial capability and business practices as deemed necessary. The bidder agrees to permit and cooperate with such investigations.

25 Champagne and Aishihik First Nations employs a preference for Citizen and Citizen Businesses. "Citizen" is as defined in the *Constitution of the Champagne and Aishihik First Nations 2012*. "Citizen Business" means a sole proprietorship of a Citizen, a partnership where at least one partner is a Citizen, or a corporation that is controlled by a Citizen, as defined in the *Canada Business Corporations Act*. Please see the Supplementary Instructions for application of the preference to this tender.

SECTION 2: EVALUATION OF PROPOSALS

1. Evaluation

Bids will be reviewed based on the evaluation criteria set out in this invitation.

Bids envelopes must be clearly labeled with the name and address of the bidder and the title of the bid enclosed.

Champagne and Aishihik First Nations may request information from the highest ranking bidder so that it can judge the ability of the highest ranking bidder to fulfill the contract requirements.

2. Citizen Preference

Bids of identified Citizens or Citizen Businesses will be awarded points towards their total evaluation score as set out in the evaluation criteria of this invitation.

SECTION 3: CONTRACT SPECIFICATIONS

1. Background:

The Champagne & Aishihik First Nation, as a Self-Governing entity, must provide and adhere to the highest standards of financial management. The CAFN is looking for a comprehensive review of internal finance structures and functions with the objective of greater efficiency. The CFO will review departmental links as they relate to finance.

2. Scope of Work to be completed by successful bidder

Incumbent Objectives:

The Chief Financial Officer will report directly to the Chief and the Executive Director on strategic and tactical matters as they relate to budget management, cost benefit analysis, forecasting needs and reporting obligations to various levels of government. The Chief Financial Officer (CFO) will provide financial management and operational support to the organization.

Areas of work include:

Financial Oversight:

- Management and coordination of fiscal reporting activities for the government including interim audit, audit, and Annual Report
- Management and coordination of external funding applications and reports to funding agencies.
- Provide leadership in the Supplementary and Main budgeting processes by working with management to ensure that timely budgets are developed, approved and monitored; this includes monthly budget amendments as required.

- Oversee long term budgetary planning, and costs management in alignment with Champagne & Aishihik First Nations strategic plan.
- Management and coordination of borrowing.
- Lead a task force charged with implementing a Chart of Accounts re-design initiative
- Monitor cash flow to meet the organization needs.
- Ongoing monitoring of systems of internal controls to safeguard financial assets of the organization.
- Work with relevant departments to assist with the asset management plan that is being developed and implemented.
- Develop and direct the implementation of strategic and or operational plans, projects, programs and systems.
- Provide leadership and support for implementing policies and procedures that improve accountability and government efficiencies.
- Interpret legislation and agreements such as the Financial Transfer Agreement to ensure compliance and reporting obligations.

Finance Structure and Function

- Ongoing review of the finance structure and functions with the objective of greater efficiency
- Review records retention processes, focusing on links between Finance and Community Wellness, Housing and Education
- Ongoing assessment of current financial Sage/AccPac software to ensure it is meeting our needs.
- Work with the finance department and other staff to raise awareness and knowledge of financial management matters.
- Working with the Executive team to ensure that strategic priorities have the financial support for implementation.

3. General Timeline:

Initially set for a term of approximately six months, this position has a high likelihood of extension. Following the Direction from both the Chief and the Executive Director, the CFO will attend to and complete tasks as required. The development of an overall Financial Strategy will inform a more rigorous schedule and timeline to be accomplished.

4. Terms and Conditions

The terms and conditions of the contract between the successful bidder and CAFN are set out in the attached draft Professional Services Agreement.

SECTION 4: EVALUATION CRITERIA

1. Method of Evaluation

Bids received on or before the closing time will be opened and evaluated by a panel made up of the CAFN Executive Director, The Director of Finance, the Director of Human Resources and the Chair of the Finance Standing Committee as soon as reasonably practicable.

The panel will evaluate the bids based on the criteria set out below. If a bid fails to identify that a mandatory criteria is met, the bid will be rejected. Points for the weighted criteria will be assigned by the panel.

3. Criteria

Weighted Criteria

1	Total cost (lowest cost given 25 points, next lowest given 20, etc. – in increments of 5 points)	Up to 25 points
2	Substantial experience in conducting a reviews of finance structures and functions with the objective of greater efficiency	Up to 25 points
3	Experience with Yukon and Self Governing Yukon First Nation Governments	Up to 10 points
4	Positive references from past clients	Up to 10 points
5	Positive examples of work	Up to 20 points
6	CAFN Citizen or Citizen-owned business	Up to 10 points
	TOTAL POSSIBLE POINTS	100

Mandatory Criteria

Successful completion of accounting designation (i.e. CPA) with several years' experience in accounting, auditing, budgeting, financial planning and analysis.	Mandatory
Valid Business License	Mandatory
Valid GST Restoration or Proof of Exemption	Mandatory
Good Standing with Champagne and Aishihik First Nations	Mandatory

**VALUE FORM
PRICE & PROPOSAL**

Tender Title: Champagne & Aishihik First Nation Chief Financial Officer

Closing Time: 4:30 p.m. October 1. 2018

Submitted by:

(legal name and address of bidder)

Doing business as (if different from above):

Contact Person:

Telephone: _____ Fax: _____

Business License #:

WCB #:

GST #:

Bidder is in good standing with Champagne and Aishihik First Nations _____
(owes no money or equipment)

PRICE INFORMATION

I/We have carefully examined the invitation documents and project specifications together with all other factors affecting the work before submitting this bid and propose to provide the services required by the invitation documents for (in Canadian Dollars, excluding GST):

1) TOTAL COST OF BID \$ _____

Please provide details of how that cost was arrived at, including material, labour, sub-contractor and other costs

COSTS	AMOUNT	DETAILS
Materials	\$	
Labour	\$	
Sub-Contractors	\$	
Travel	\$	
Other	\$	
TOTAL COSTS:		

PROPOSAL INFORMATION

Please provide information on this form or attach the information to this form. Additional information may be provided in the proposal, but only those criteria identified will be evaluated.

2) Please describe your experience conducting reviews of financial structures and functions that resulted in increased efficiencies.

3) Please indicate your experiences working with Yukon Self Governing First Nations.

4) Please identify past clients for reference purposes and provide their contact information.

5) Please provide examples of your work in relation to financial operations and procedures that build on proven financial and accounting standards.

6. CAFN Citizen or Citizen-owned business. Please identify.

I/We have carefully examined the invitation documents and project specifications together with all other factors affecting the work before submitting this bid. I/We understand and agree to be bound by the terms of these documents.

In the event of my/our bid being accepted, I/we agree to provide the goods and/or services in the manner called for in the specifications and agree to enter into the contract form specified in the invitation documents.

I/We acknowledge the receipt of and included in this bid addenda number _____ to _____ inclusive.

I/We represent and warrant that I/we have full power and authority to enter into the contract to perform the work.

I/We offer to enter into a contract to provide the goods and/or services required by the invitation documents.

Signed, sealed and delivered by:

Witnessed by:

Authorized Signatory

Witness Signature

Name

Name

Title

Address

Date

(Corp Seal)

Authorized Signatory

Witness Signature

Name

Name

Title

Address

Date

SIGNING INSTRUCTIONS:

For **sole proprietors** (one person, unincorporated businesses), please sign in the presence of a witness who must also sign where indicated. The other signing blocks may be left blank. Use "Sole Proprietor" as your title.

For **partners**, please sign in the presence of a witness who must also sign where indicated. Use "Partner" as your title. If more signing blocks are needed, attach additional pages.

For **limited companies** (corporations or limited liability partnerships), this form must be signed by duly authorized signing officers in their normal signatures. The corporate seal, if any, must also be affixed to this form by a person authorized to do so.

Contract #:

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made the ___ day of _____, _____

BETWEEN: **CHAMPAGNE & AISHIHIK FIRST NATIONS**, a Yukon First Nation within the meaning of the *First Nations (Yukon) Self-Government Act*, with an office at <Whitehorse or Haines Junction address> (“CAFN”)

AND: **<LEGAL NAME OF CONTRACTOR>**, a <type of legal entity> with a business office at <address> (the “Contractor”)

WHEREAS the Contractor is a provider of <type of services > and CAFN wishes to engage the Contractor;

NOW THEREFORE, the parties agree:

SERVICES

1. The Contractor hereby agrees to provide the following services for CAFN:
 - a. <a descriptions of the services to be provided, with sufficient detail so that both CAFN and the Contractor can know what is expected>
 - b. <this section can include services to be provided, methods of work and expected work products>
 - c. <if reporting to a specific person or receiving direction from a particular person at CAFN, that should be set out>
 - d. <the services can be described in detail in an appendix and attached through this section>

PAYMENT

2. CAFN shall pay the Contractor as follows:
 - a. <hourly rate, daily rate, flat rate or milestone payments should be set out here>
 - b. <alternate fees or additional charges should also be set out>
 - c. <fees or charges for the use of Contractor equipment should be set out>
 - d. To a maximum of \$<contract maximum, if any>
3. The Contractor shall invoice CAFN <monthly/upon completion/when milestones reached>.
4. CAFN shall pay such compensation, together with any GST or other applicable value added tax within 30 days of receipt of the invoice and ___% late payment charge on outstanding balances. The Contractor shall provide its GST registration number on all invoices.

5. It is a term of every contract with CAFN that money that becomes due under the contract is not payable unless a provision of the CAFN *Financial Administration Act*, or another enactment of the CAFN or the annual approved budget of CAFN authorizes the payment to be made in the fiscal year in which the payment falls due.
6. CAFN may deduct any monies owed by the Contractor to CAFN under this or any other agreement against any payment due to the contractor.

STATUS OF CONTRACTOR

7. The Contractor agrees that the Contractor is an independent contractor and not an employee of CAFN. The Contractor understands and agrees that CAFN shall not be responsible for paying withholding taxes, license fees, workers compensation premiums, unemployment insurance payments or any other payroll deductions required by law.
8. The Contractor shall be responsible for providing its own materials and equipment.
9. The Contractor shall obtain and remain either registered and in good standing with the appropriate worker's compensation agency or exempt from worker's compensation legislation in the location in which Services are rendered for the term of this agreement. The Contractor shall provide evidence of compliance or exemption at the request of CAFN.
10. Notwithstanding anything to the contrary in this agreement, CAFN may retain the amount of any assessment or contribution required to be paid by CAFN pursuant to the applicable workers compensation legislation as a result of the Contractor's failure to pay such assessments or contributions.
11. The Contractor represents and warrants that it is and will remain for the term of this agreement a (member in good standing of) <required membership body or designation>.

TERM AND TERMINATION

12. The Services shall be fully performed by the Contractor on or before the 31 day of March, 2013.
13. Time is of the essence of this Contract and if either party fail to perform the covenants on their part to be performed at the times fixed for performance under the terms of this contract, the other party may elect to terminate this contract.
14. Either party to this agreement may terminate the contract immediately for cause.
15. Both parties may agree in writing to terminate this agreement for any reason.

OR

Either party may terminate this agreement for convenience by giving the other party 15 days written notice.

16. The death or incapacity of <Key Employee> shall terminate the agreement as of the date of death or incapacity.

WORK PRODUCT

17. The product of the Services provided by the Contractor under this agreement (“Work Product”) will be the sole and exclusive property of CAFN. Without limiting the generality of the foregoing, CAFN will be the sole owner of all rights in and to the Work Product including patents, trade secret rights, copyright and other proprietary rights, whether or not those rights exist or come into existence hereafter and whether those rights are now known, recognized or contemplated. The Contractor will not, upon completion of the Services, retain copies of any kind of the Work Product. The Contractor will keep the Work Product strictly confidential and will not be entitled to sell, or otherwise transfer, the Work Product to any third party or make any use whatsoever of the Work Product. The Contractor will cause its employees and any permitted subcontractors to strictly comply with the terms of this section.
18. The Contractor will execute and deliver to CAFN all instruments and take any other actions that CAFN may reasonably require to effect, perfect, register, or record its interest in the Work Product or give full effect to this agreement at any time during the term of this agreement or after termination of this agreement. CAFN will pay the Contractor’s reasonable expenses in doing so.
19. The Service will be developed by the Contractor especially for CAFN. Neither the Services nor the Work Product will infringe upon any patent, copyright, licence, trade secret or other proprietary right of any third party. The Contractor will indemnify and hold the CAFN free and harmless from any cost (including legal fees of a solicitor and own client basis), expense, loss, obligation or damage suffered or incurred by CAFN as a result of any suit, proceeding or otherwise to the extent that they are based upon a claim that portion of the Services or Work Product infringes any patent, copyright, licence, trade secret or other right.

CONFIDENTIALITY

20. For the purposes of this Agreement, “Confidential Information” means all technical, corporate, financial and economic, legal and other information or knowledge generally concerning CAFN or any of its entities, or other parties in which it has an interest, or specifically concerning the Services, whether disclosed orally, or in the form of written material, computer data or programs, and includes information respecting models, mechanisms, processes, photographs, intellectual property, know-how, trade secrets or otherwise, however obtained, and whether obtained before or after the execution of this agreement, but does not include information that:
 - a. Is disclosed lawfully to the Contractor by a third party who has no obligation of confidentiality to CAFN with respect to the disclosed information;
 - b. Is or becomes generally known to the public, other than by breach by the Contractor of its obligations under this agreement; or
 - c. Is already known by the Contractor before disclosure by CAFN under the agreement, as evidenced by the written records of the Contractor, and which is not the subject of a previous confidentiality agreement between the parties.
21. The Contractor will maintain the Confidential Information in strict confidence and will not disclose that information to any subcontractor or employee, except to the extent necessary to perform the Services, or to any third party, except with the prior written consent of CAFN. The Contractor agrees that it will inform its subcontractors and employees performing the Services of the confidential nature of the Confidential Information and will

ensure that those subcontractors and employees maintain the confidentiality of the Confidential Information in accordance with the terms of this agreement. If requested by CAFN, the Contractor will cause each of its subcontractors and employees, and any third party to whom the Confidential Information is disclosed with the consent of CAFN, to execute and delivery to CAFN a written confidentiality agreement in favour of CAFN upon the terms and conditions substantially as set out in this section and as approved in writing by CAFN.

22. Upon termination of this agreement or otherwise upon the request of CAFN, the Contractor will deliver to CAFN all copies, whether written, in the form of computer data or otherwise, of all Confidential Information in the possession of the Contractor or other parties to whom the Contractor has provided Confidential Information. Neither the Contractor nor any parties to whom the Contractor has provided Confidential Information will retain copies of any Confidential Information.

INSURANCE AND INDEMNIFICATION

23. The Contractor shall provide and maintain professional liability insurance or such other general liability insurance as CAFN may require for the protection against any claims relating to the Services.
24. The Contractor shall indemnify and save harmless CAFN, its agents and employees from any and all claims, liability or loss whatsoever, including legal fees, arising out of any act or omission of the Contractor, its agents, employees or subcontractors in performing its obligations under this agreement including but not limited to negligence, causing loss or damage to property, injury to or the deaths of any person(s), damage to the environment, breach of any agreement and misrepresentation of any kind.

GENERAL

25. This contract shall be governed by and construed in accordance with the laws of the Yukon Territory and the Champagne and Aishihik First Nation.
26. The Contractor and its employees and agents shall comply with all CAFN policies and administrative procedures.
27. The Contractor may not assign or subcontract its obligation under this agreement without the prior written consent of CAFN.
28. This agreement shall ensure to the benefit of and be binding on the parties and their respective successors and permitted assigns.
29. Any provision of this agreement which is accrued but not discharged shall not be effected by termination of this agreement.
30. The headings in this agreement are for convenience of reference only and shall not affect the construction or interpretation of this agreement.
31. The Contractor acknowledges reading and understanding this contract and agrees to be bound by its terms and conditions. Further, the Contractor agrees that it is the complete statement of the agreement between the parties and supercedes all proposals or prior

agreements, oral or written, and all other communications between the parties relating to the subject matter of this contract.

CHAMPAGNE AISHIHIK FIRST NATIONS

<CONTRACTOR>

By: ____

By: ____

Name: .

Name: .

Title: __

Title: __

Verified Correct:

Director of Finance