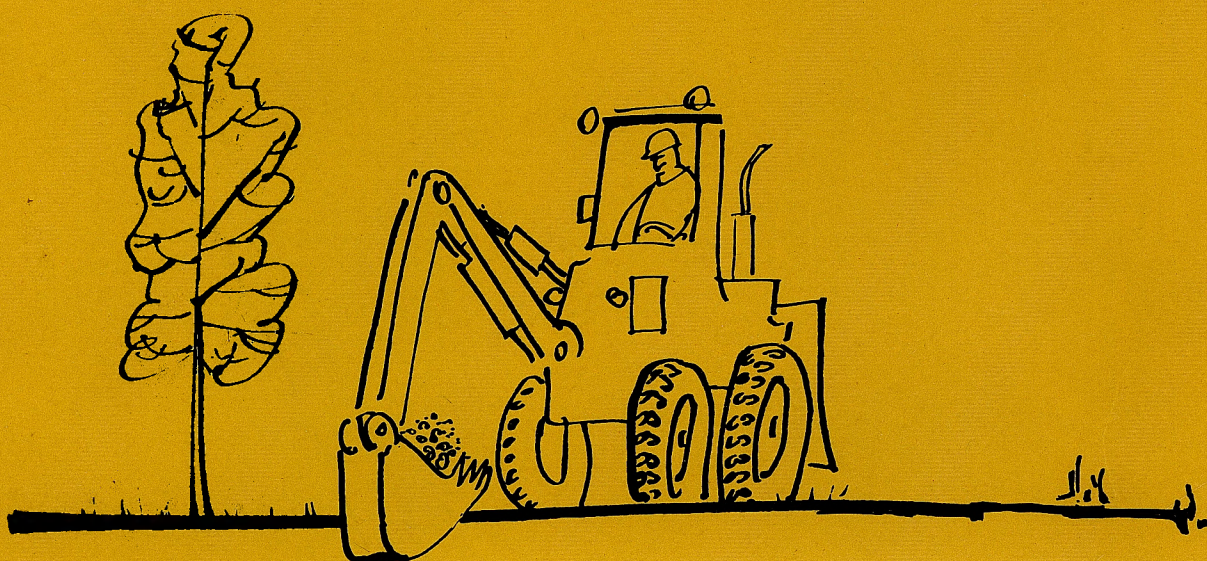




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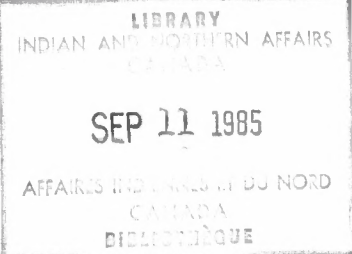
BCP-CN-6

CONTRACT AWARD - PROFESSIONAL SERVICES

January 1985

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Technical Services
and Contracts

Services techniques
et marchés

DEPARTMENT OF INDIAN
& NORTHERN AFFAIRS

SEP 15 1986

FILE _____

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For Review

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Pour Examen

BCP-CN-6

CONTRACT AWARD - PROFESSIONAL SERVICES

January 1985

V. Belleville
Contract Services Division
997-0117

CONTRACT AWARD - PROFESSIONAL SERVICES

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CONTRACT AWARD - PROFESSIONAL SERVICES

1.0 INTRODUCTION

This publication outlines a recommended approach to evaluating professional service contract proposals received from the private sector, and the subsequent award of the contract. It is intended for the use of band councils and is based on the principles and practices generally accepted in contracting.

20. DEFINITIONS

Evaluation committee: a group of at least two persons assigned to review and evaluate proposals and recommend the most acceptable one. The committee should consist of a chairperson and one or more individuals knowledgeable about the work being contracted.

Professional services: services which are provided by firms/individuals with a high level of expertise in a professional, scientific, technical or managerial field.

3.0 EVALUATION OF PROPOSALS

3.1 General Remarks

An evaluation of all the proposals for a particular contract should be conducted by the evaluation committee to determine which one best meets the statement of work and offers the best value.

3.2 Assigning Weights

Before examining the proposals, the committee should assign weights to each of the criteria contained in the request for proposals package. The assigning of weights before the evaluation ensures an unbiased rating. The

weights should not be disclosed to contractors before or after the award of the contract. See Appendix 1 for proposal evaluation criteria and assigned weights.

3.3 Evaluation Process

The evaluation committee should evaluate the proposals based on the established criteria and assigned weights. The evaluation should assess how well the proposals meet the requirements specified in the statement of work in addition to the other criteria.

All proposals should be reviewed or evaluated separately by each committee member in order to obtain an independent rating. When the individual evaluation is completed the committee should meet to arrive at a consensus and make a recommendation. A procedure for evaluating proposals is attached as Appendix 2.

Evaluation committee members should ensure that each proposal is evaluated on all criteria and that the evaluation is logical. For example the firm which submits the lowest bid should be given the highest rating under 'cost criteria'.

If the evaluation committee wishes to clarify some points in the proposal, they should arrange a meeting with the firm or individual involved. This should be done before the final rating is established. The band council should obtain written confirmation of any negotiated changes that affect the proposal as submitted.

4.0 AWARD OF CONTRACT

4.1 General Remarks

The band council should ensure that the evaluation supports the recommended award. A sample Evaluation Committee Recommendation Letter is attached as Appendix 3.

The formal contract document should be prepared in accordance with the statement of work, contractor's proposal and any written negotiated changes (see Appendix 4 for a sample contract format and Appendix 5 for the documents to include in it).

The date of the contract should be the date it is awarded. If there is no formal written or telephone award, this is the date the contract document is signed.

4.2 Urgent Award

In urgent cases the band council may wish to award the contract before preparing the formal contract documents. The band council representative can issue an award telegram or phone the successful firm or individual. The award telegram or telephone message represents acceptance of the offer and should refer to the request for proposals and any negotiated changes. It should be confirmed in writing. A formal contract document should be prepared as soon as possible to permit payment of invoices. The firm or individual should not be allowed to start work until notification has been given by the band council (see Appendix 6 for a sample award telex).

4.3 Signing the Contract

The complete contract, with supporting documents, should be presented to the band council for signature.

After the contract has been signed by the band council, two signed copies should be mailed to the contractor for signature, one for the contractor to keep and one to be returned to the band council. This ensures that each party to the contract has a copy of the legally binding document.

5.0 NOTIFICATION TO UNSUCCESSFUL FIRMS OR INDIVIDUALS

The band council should advise all other contractors of the name of the firm that has been awarded the contract, in writing.

6.0 DEBRIEFING OF UNSUCCESSFUL FIRMS OR INDIVIDUALS

If an unsuccessful contractor requests it, schedule a meeting to answer questions.

Unsuccessful contractors should only be provided with the names and addresses of other contractors, and the total amount of each proposal.

If requested, contractors may be advised of the weak areas of their proposal. Assigned weights or details of other proposals may not be discussed. The band council should ensure that details of other proposals are kept confidential.

7.0 SOLE SOURCE SELECTION

If the band council wishes to select a contractor without competition, care should be taken. If the same contractor is always chosen by this method, others who might be able to provide a better price or quality of work will be discouraged. It is recommended that this selection method only be used when the contract is of a small dollar value, or when the particular contractor is the only one who has the expertise or resources available to do the work within the time frame required.

When using this method, the band council should ensure that the price is fair and reasonable, the contractor has the required knowledge and resources to carry out the work, and the proposal meets all the requirements of the statement of work.

When selecting a contractor without a competition, the band should ensure that:

- a. a proper statement of work has been developed;
- b. a written proposal has been received from the contractor; and
- c. the best price and quality of work will be obtained.

APPENDIX 1

Sample Proposal Evaluation Criteria and Assigned Weights

This sample should be used as a guideline by the evaluation committee raters.

		<u>Assigned Weights*</u>
1.	The criteria which accompanied the letter of invitation should be used to evaluate the proposals:	
.1	<u>Contractor/Firm</u>	
	Experience and satisfactory performance on similar projects carried out for the band, government or private sector.	20
.2	<u>Project Team</u>	
	The number, qualifications and experience of personnel to be assigned or made available for the job.	25
.3	<u>Proposal</u>	
.1	The depth and detail of the proposal indicates the contractor's understanding of the size, complexity and time constraints of the job.	20-40
.2	The proposed time schedule for the work in relation to the time schedule proposed by the band.	
.3	The management of the work: delegation of responsibility, work plans, scheduling and cost control, reporting and quality control.	
.4	The methodology proposed, the technical methods to be utilized in the performance of the work and any innovative and constructive ideas presented.	

.4 Costs

The total cost of the work and the proposed fees.

15-35

2. Keep on file a summary of the evaluation process.
3. Each contractor should be ranked according to the committee's opinion of how well the contractor will meet the requirement of the statement of work. The following point system is recommended:

POINT SYSTEM

Poor	1 - 3
Fair	4 - 6
Good	7 - 8
Excellent	9 - 10

NOTE: These criteria are suitable for most projects. For special projects, the band council will decide any changes or additional criteria required. In any event the criteria used for evaluation should be the same as those forwarded to the contractor with the letter of invitation.

- * The assigned weights used on this sample are for the benefit of the evaluation committee only. Make sure the set of criteria enclosed with the invitation to the contractor does not disclose these weights.

APPENDIX 2

Procedure for Evaluation of Proposals

Proposals should be evaluated using Table 1 (attached).

The following are points to be considered when evaluating each criterion:

1) Contractor/Firm

- . Has the contractor conducted similar projects and has the quality of the work been acceptable?

2) Project Team

- . Is the specialized training and academic background of the personnel assigned suitable and relevant to the project?
- . Is the experience of the personnel assigned relevant to the subject area?

3) Proposal

- . Is it significantly clear from the proposal that there is an appreciation of the scope and magnitude of the work and that all elements of the work set out in the statement of work will be performed?
- . Does the proposal contain any modification to the statement of work which demonstrates innovative ideas?
- . Is it clear from the proposal that each major element of the proposed work is well planned, detailed and broken down into tasks which will achieve the required results?
- . Does the proposal indicate a well-balanced consideration of all aspects of the project and a good chance of success in providing an acceptable end product?
- . Does the response to the statement of work contain a realistic task schedule which commits all work to be completed on time?

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- . . Is the project team set up to ensure internal and external coordination and cooperation and to ensure control and technical success (NOT "top heavy" with personnel)?
- . . Is it clear from the proposal that the contractor has adequate material resources and personnel, with the proper technical training, to efficiently conduct the work and be available as required?
- . . Does the proposal provide sufficient assurance that liaison with the band council will be adequately maintained?
- . . Does the response to the statement of work contain a realistic statement of tasks, a detailed task schedule with person days quoted and substantiated?

4) Cost

- . . In a normal evaluation the contractor with the lowest price should receive the highest rating for this factor. However, should a contractor with a price other than the lowest receive the highest rating the evaluation committee shall explain the reason.

Each committee member should:

- rate each proposal for criteria 1-4;
- calculate a score for each criterion by multiplying the weights by the rating -- for example, (weight 20 x rating 6 = 120 points); and
- add up each score to determine the sub-total.

After all have separately completed their individual ratings a meeting is held to discuss the proposals and to finalize the scores for items 1-4. After discussion, average sub-totals shall be calculated to determine the average rating.

The proposal with the highest points should receive the contract.

NOTE: If there are vast differences in the committee members sub-total for one proposal, members should discuss the proposal in question. One member may have additional information concerning the contractor. Ratings may be changed by individual committee members during this discussion period.

Table 1

Sample of a Contractor Proposal Evaluation and Weighting Table

The proposals are evaluated on the degree to which they fulfill a given set of criteria. The criteria are weighted in terms of relative importance.

Each unit weight is multiplied by the appropriate degree of satisfaction. Adding each score gives the overall degree of satisfaction. After this procedure is repeated for all the contractors' proposals, the selection committee will recommend the proposal with the highest score.

CRITERION	WEIGHT	CONTRACTOR PROPOSAL NO. 1	CONTRACTOR PROPOSAL NO. 2	CONTRACTOR PROPOSAL NO. 3
1. Qualifications and experience based on similar work	20	7 x 20 (140)	8 x 20 (160)	6 x 20 (120)
2. Qualifications and experience of proposed team assigned to project	25	6 x 25 (150)	5 x 25 (125)	4 x 25 (100)
3. Depth and detail of the submission, practicality of time schedule, control of the work, and proposed methodology	40	7 x 40 (280)	6 x 40 (240)	5 x 40 (200)
4. Cost	15	5 x 15 (75)	5 x 15 (75)	6 x 15 (90)
TOTAL:		645	600	510
COSTS/		\$ _____	\$ _____	\$ _____

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APPENDIX 3

Sample Evaluation Committee Recommendation Letter

CONFIDENTIAL
File No.:
Contract No.:

Re: Recommendation of Acceptance for (give a brief project description)

Proposals from the following contractors were evaluated using the predefined criteria, assigned weights and point system.

A selection committee composed of:

(name, profession and/or discipline), Chairperson and members

In the selection process, each contractor's proposal was measured against the requirements called for in the statement of work. A signed copy of each rating member's evaluation is attached.

After the weight factors were applied to the criteria, points were summarized and these overall point ratings were established:

1.

<u>Firm</u>	<u>Total Points</u>
-------------	---------------------
2.

<u>Firm</u>	<u>Total Points</u>
-------------	---------------------
3.

<u>Firm</u>	<u>Total Points</u>
-------------	---------------------
4.

<u>Firm</u>	<u>Total Points</u>
-------------	---------------------
5.

<u>Firm</u>	<u>Total Points</u>
-------------	---------------------

, etc.

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The committee recommends acceptance of the proposal submitted by (name & address), which ranked highest.

The approval of the band council is requested.

Signed: _____
(Chairperson of the evaluation committee)

Date: _____

Time: _____

Telephone: _____

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APPENDIX 4

Articles of Agreement - Professional Services

File No. _____ Contract No. _____

Financial Code _____

These Articles of Agreement are made as of the _____ day
of ____, 19__, between

(referred to in the contract as the Band)

and

(referred to in the contract as the "Contractor").

The Band Council and the Contractor agree as follows:

A1 Contract

1.1 The following documents and any amendments relating
thereto form the contract between the Band Council and
the Contractor:

1.1.1 these Articles of Agreement;

1.1.2 the document attached hereto as Attachment "A"
and entitled "General Conditions", referred to
herein as the General Conditions;

1.1.3 the document attached hereto as Attachment "B"
and entitled "Supplementary Conditions", referred
to herein as the Supplementary Conditions;

1.1.4 the document attached hereto as Attachment "C"
and entitled "Terms of Payment", referred to
herein as the Terms of Payment;

1.1.5 the document attached hereto as Attachment "D"
and entitled "Statement of Work", referred to
herein as the Statement of Work.

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- 1.2 In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

A2 Date of Completion of Work and Description of Work

- 2.1 The Contractor shall, between the date of the Articles of Agreement and the _____ day of _____, 19____, perform and complete with care, skill, diligence and efficiency the work that is described in the Statement of Work.

A3 Contract Amount

- 3.1 Subject to the terms and conditions of this contract and in consideration for the performance of the work, the Band Council shall pay to the Contractor:

3.1.1 the sum of \$ _____

3.1.2 a sum not to exceed \$ _____

A4 Appropriate Law

- 4.1 This contract shall be governed by and construed in accordance with the laws in force in the province/territory of _____

A5 Band Council Representative

- 5.1 For the purpose of the contract, the Band Council hereby designates _____

as the Band Council representative

This contract has been executed on behalf of the Contractor and on behalf of the Band Council by their duly authorized officers.

SIGNED, SEALED AND DELIVERED ON BEHALF OF THE BAND COUNCIL.

by _____

in the presence of _____

Date _____

29/01/85

SIGNED, SEALED AND DELIVERED

by _____ Contractor

in the presence of _____

Date _____

29/01/85

APPENDIX 5

List of Documents for Inclusion in the Formal Contract Document

General Conditions	- Attachment A
Supplementary Conditions	- Attachment B
Terms of Payment	- Attachment C
Statement of Work	- Attachment D

Attachment A

General Conditions-Professional Services

GC1 Interpretation

1.1 In the contract,

- 1.1.1 "contract means the contract documents referred to in the Articles of Agreement;
- 1.1.2 "invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;
- 1.1.3 "work", unless otherwise expressed in the contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the contract;
- 1.1.4 "Band Council Representative" means the officer or employee of the Band Council who is designated by the Articles of Agreement and includes a person authorized by the Band Council Representative to perform any of the Band Council Representative's functions under the contract;
- 1.1.5 "prototypes" includes models, patterns and samples;
- 1.1.6 "technical documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs.

GC2 Successors and Assigns

- 2.1 The contract shall ensure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

GC3 Assignment

- 3.1 The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Band Council and any assignment made without that consent is void and of no effect.

Attachment A

- 3.2 No assignment of the contract shall relieve the Contractor from any obligation under the contract or impose any liability upon the Band Council.

GC4 Time is of the Essence

- 4.1 Time is of the essence of the contract.
- 4.2 Any delay by the Contractor in performing the Contractor's obligations under the contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of the Band Council, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- 4.3 The Contractor shall give notice to the Band Council immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Band Council Representative, the Contractor shall deliver a description, in a form satisfactory to the Band Council, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour the present any further delay. Upon approval in writing by the Band Council of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 4.4. Unless the Contractor complies with the notice requirements set forth in the contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 4.5 Notwithstanding that the Contractor has complied with the requirements of GC4.3, the Band Council may exercise any right of termination contained in GC8.

Attachment A

GC5 Indemnification

- 5.1 The Contractor shall indemnify and save harmless the Band Council from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work.
- 5.2 The Contractor shall indemnify the Band Council from all costs, charges and expenses whatsoever that the Band Council sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the contract, and in respect of the use of or disposal by the Band Council of anything furnished pursuant to the contract.
- 5.3 The Contractor's liability to indemnify or reimburse the Band Council under the contract shall not affect or prejudice the Band Council from exercising any other rights under law.

GC6 Notices

- 6.1 Where in the contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, by telegram or by telex addressed to the party for whom it is intended at the address mentioned in the contract and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; by telegram, when transmitted by the carrier; and, by telex, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

Attachment A

GC7 Canadian Labour and Materials

- 7.1 The Contractor shall use Canadian labour and material in the performance of the work to the full extent to which they are procurable, consistent with proper economy and the expeditious carrying out of the work.

GC8 Termination or Suspension

- 8.1 The Band Council may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- 8.2 All work completed by the Contractor to the satisfaction of the Band Council before the giving of such notice shall be paid for the Band Council in accordance with the provisions of the contract and, for all work not completed before the giving of such notice, the Band Council shall pay the Contractor's costs as determined under the provisions of the contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.
- 8.3 In addition to the amount which the Contractor shall be paid under GC8.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the contractor is subject with respect to the work.
- 8.4 Payment and reimbursement under the provisions of GC8 shall be made only to the extent that it is established to the satisfaction of the Band Council that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.
- 8.5 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.

Attachment A

8.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Band Council under the provisions of GC8 except as expressly provided therein.

GC9 Termination due to Default of Contractor

9.1 The Band Council may, by notice to the Contractor, terminate the whole or any part of the work if:

(i) the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or

(ii) the Contractor fails to perform any of the Contractor's obligations under the contract, or, in the Band Council's view, so fails to make progress as to endanger performance of the contract in accordance with its terms.

9.2 In the event that the Band Council terminates the work in whole or in part under GC9.1, the Band Council may arrange, upon such terms and conditions and in such manner as the Band Council deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to the Band Council for any excess costs relating to the completion of the work.

9.3 Upon termination of the work under GC9.1, the Band Council may require the Contractor to deliver and transfer title to the Band Council, in the manner and to the extent directed by the Band Council, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the contract. The Band Council shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by the Band Council, the cost to the Contractor of such

Attachment A

finished work plus the proportionate part of any fee fixed by the said contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to the Band Council pursuant to such direction. The Band Council may withhold from the amounts due to the Contractor such sums as the Band Council determines to be necessary to protect the Band Council against excess costs for the completion of the work.

- 9.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.
- 9.5 If, after the Band Council issues a notice of termination under GC9.1, it is determined by the Band Council that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to GC8.1 and the rights and obligations of the parties hereto shall be governed by GC8.

GC10 Records to be kept by Contractor

- 10.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Band Council who may make copies and take extracts therefrom.
- 10.2 The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Band Council with such information as the Band Council or they may from time to time require with reference to the documents referred to herein.
- 10.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the Band Council, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract or, in the absence of such specification, for a period of two years following completion of the work.

Attachment A

GC11 Ownership of Intellectual and Other Property Including Copyright

11.1 Technical documentation and prototypes produced by the Contractor in the performance of the work under the contract shall vest in and remain the property of the Band Council, and the Contractor shall account fully to the Band Council in respect of the foregoing in such manner as the Band Council shall direct.

11.2 Technical documentation shall contain the following copyright notice:

The Band Council of (Year)

11.3 Technical information and inventions conceived or developed or first actually reduced to practice in performing the work under the contract shall be the property of the Band Council. The Contractor shall have no rights in and to the same. The Contractor shall not divulge or use such technical information and inventions, other than in performing the work under the contract, and shall not sell other than to the Band Council any articles or things embodying such technical information and inventions.

GC12 Conflict of Interest

12.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to the Band Council representative.

GC13 Contractor Status

13.1 This is a contract for the performance of a service and the Contractor is engaged under the contract as an independent contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the contract as an employee, servant or agent of the Band Council. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made

Attachment A

including those required for Canada or Quebec Pension Plans, Unemployment Insurance, Workers' Compensation, or Income Tax.

GC14 Warranty by Contractor

- 14.1 The Contractor warrants that the Contractor is competent to perform the work required under the contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.
- 14.2 The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which contractors generally would expect of a competent contractor in a like situation.

GC15 Amendments

- 15.1 No amendment of the contract nor waiver of any of the terms and provisions shall be deemed valid unless affected by a written amendment.

GC16 Entire Agreement

- 16.1 The contract constitutes the entire agreement between the parties with respect to the subject matter of the contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the contract.

Appendix 5

Attachment B

Supplementary Conditions - Professional Services

29/01/85

Appendix 5

Attachment C

Terms of Payment - Professional Services

29/01/85

Appendix 5

Attachment D

Statement of Work - Professional Services

29/01/85

APPENDIX 6

Sample Award Telex

To: Contractor From: Band Council

YOUR OFFER DATED _____ AND AMENDMENT THERETO BY
TELEX DATED _____ LETTER
DATED _____ FOR _____

IS ACCEPTED IN THE FIXED PRICE/MAXIMUM AUTHORIZED AMOUNT
OF _____. THE WORK SHALL BE COMPLETED NOT LATER
THAN _____.

FORMAL CONTRACT WILL BE PREPARED IN ACCORDANCE WITH THE
DOCUMENTS FORMING PART OF THE REQUEST FOR PROPOSALS
DATED _____. YOU MAY COMMENCE WORK.

29/01/85