

REQUEST FOR SUPPLY ARRANGEMENTS (RFS)

SEL#: 2016-FC76100-SA-TS02

For the provision of Technical Services

in support of

**Canadian International Development Assistance Projects
and Programs**

**Department of Foreign Affairs, Trade and Development
(DFATD)**



Summary Description

The Department of Foreign Affairs, Trade and Development (DFATD), through this Request for Supply Arrangements (RFSA), intends to establish and maintain Supply Arrangements for Technical Services related to various Sectors in support of DFATD's international development programs and projects. Additional information related to DFATD's requirements is detailed in *Part I, Section 4: Generic Terms of Reference (GTORs)*.

This RFSA is divided into two (2) Parts, each with the following sections:

PART I: RFSA INFORMATION AND INSTRUCTIONS TO BIDDERS

Part I consists of five (5) sections. It provides Bidders with general information and instructions for the preparation and submission of Proposals to DFATD in response to this RFSA.

Section 1: (i) Instructions to Bidders (ITB)

The ITBs provide relevant information to help Bidders prepare their Proposals. Information is also provided on the submission, opening and evaluation of Proposals, and on the issuance of Supply Arrangements (SAs) by DFATD.

(ii) Data Sheet

The Data Sheet consists of provisions that are specific to this RFSA and that supplement the information or requirements included in *Section 1 (i) Instructions to Bidders (ITB)*.

Section 2: Technical Proposal - Standard Forms

This section consists of a Bidders' checklist, and the forms to be submitted as part of a technical proposal.

Section 3: Financial Proposal - Standard Forms

This section consists of the forms to be submitted as part of a financial proposal.

Section 4: Generic Terms of Reference (GTORs)

This section consists of the description of the generic consulting and professional services that may be required under SAs resulting from this RFSA.

Section 5: Evaluation Criteria

This section consists of the mandatory and rated technical evaluation criteria that will be used to evaluate Proposals.

PART II: STANDARD FORM OF SUPPLY ARRANGEMENT

Part II is divided in three (3) sections, and consists of the standard form of SA DFATD will issue to Bidders who successfully qualify as SA Holders through this RFSA process. The standard form of SA includes the provisions that will apply to all Supply Arrangements, Supply Arrangement Request for Proposals (SA RFPs), and resulting Contracts.

Section 1: General Information

This section provides the general framework governing SAs, and a general description of Solicitation Processes within the framework of the SA.

Section 2: Instructions to Bidders for Supply Arrangement Request for Proposals (ITB SA RFP)

This section consists of the terms and conditions applying to all SA RFPs.

Section 3: General Conditions (GC) of Contract

This section consists of the terms and conditions applying to all resulting Contracts.

Table of Contents

PART I. RFSA INFORMATION AND INSTRUCTIONS TO BIDDERS	1
Section 1: (i) Instructions to Bidders (ITB)	1
Section 1: (ii) Data Sheet	13
Section 2: Technical Proposal - Standard Forms	16
Section 3: Financial Proposal - Standard Forms	29
Section 4: Generic Terms of Reference (GTORs)	30
Section 5: Evaluation Criteria	37
PART II: STANDARD FORM OF SUPPLY ARRANGEMENT	43
Section 1: General Information	45
Section 2: Instructions to Bidders for Supply Arrangement Request for Proposals (ITB SA RFP)	56
Section 3: General Conditions (GC) of Contract	67

PART I. RFSA INFORMATION AND INSTRUCTIONS TO BIDDERS

Section 1: (i) Instructions to Bidders (ITB)

Mandatory Procedural Requirements

There are mandatory procedural requirements associated with this Request for Supply Arrangements (RFSA). Any Proposal that fails to meet any mandatory procedural requirement will be rejected. Only requirements identified in *Section 1: (i) Instructions to Bidders (ITB)* with the word “must” are considered mandatory procedural requirements.

The following definitions apply to *Part I: RFSA Information and Instructions to Bidders* (Sections 1 to 5):

Definitions

- (a) “**Applicable Taxes**” means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, as of April 1, 2013, the Quebec Sales Tax (QST).
- (b) “**Bidder**” means a person or entity (or, in the case of a consortium or joint venture, the Members) submitting a Proposal to qualify one (1) or multiple Proposed Individuals in a Sector in response to this RFSA. It does not include the parent, subsidiaries or other affiliates of the Bidder or its proposed individuals.
- (c) “**Ceiling Fee**” means the maximum all-inclusive daily Fee that an SA Holder is allowed to charge for the services of a Proposed Individual.
- (d) “**Contract**” means a legally binding agreement awarded against an SA Holder’s SA following an SA RFP for the provision of consulting and professional services described in such Contract’s STORs.
- (e) “**Data Sheet**” means *Section 1: (ii) of Part I: RFSA Information and Instructions to Bidders*, used to reflect specific conditions of this RFSA.
- (f) “**Day**” means calendar day, unless otherwise specified.
- (g) “**DFATD**” means the Department of Foreign Affairs, Trade and Development.
- (h) “**Evaluation Team**” means a team established by DFATD to evaluate Proposals.
- (i) “**Financial Evaluation Threshold**” or “**Financial Threshold**” means the maximum value of Ceiling Fees acceptable to DFATD for a given Sector. A Financial Evaluation Threshold will be determined for each Sector based on the methodology specified in the Data Sheet.
- (j) “**Generic Terms of Reference**” or “**GTORs**” means the document at *Part I - Section 4: Generic Terms of Reference* of this RFSA, containing the generic description of the consulting and professional services that may be required under an SA. GTORs include requirement scope and a brief description of each Sector and Sub-sector.
- (k) “**GETS**” means Canada’s Government Electronic Tendering Service (<https://buyandsell.gc.ca/>).
- (l) “**Her Majesty**” or “**Government of Canada**” means Her Majesty the Queen in right of Canada.
- (m) “**Member**” means any of the persons or entities that make up a consortium or joint venture and “**Members**” means all these entities.
- (n) “**Member in Charge**” is the Member authorized to act on behalf of all other Members as the point of contact for DFATD with regards to this RFSA. Any communication between DFATD and the Member in Charge is deemed to be communication between DFATD

and all other Members.

- (o) “**Place of Business**” means the establishment where the Bidder conducts activities on a permanent basis that is clearly identified by name and is accessible during normal working hours.
- (p) “**Proposal**” means the technical and financial proposal submitted by a Bidder for a particular Sector in response to this RFSA.
- (q) “**Proposed Individual**” means an individual the Bidder proposes to be qualified through this RFSA for the provision of consulting and professional services in a Sector. A Proposed Individual can be the Bidder’s employee or an individual contracted by the Bidder.
- (r) “**RFSA Closing Date**” means the date and time specified in the Data Sheet or any extension to this date by which a Bidder’s Proposal must be submitted.
- (s) “**Sector**” means a field specified in the Data Sheet and further described in *Part I - Section 4: Generic Terms of Reference*.
- (t) “**Specific Terms of Reference**” or “**STORs**” means the document describing the specific services to be performed under a Contract.
- (u) “**Sub-sector**” means a specialization within a Sector specified in the Data Sheet and further described in *Part I - Section 4: Generic Terms of Reference*.
- (v) “**Supply Arrangement**” or “**SA**” means a written, competitively established arrangement between DFATD and an SA Holder as a result of this RFSA. An SA is not a contract for the provision of services and neither DFATD nor the SA Holder is legally bound as a result of signing an SA.
- (w) “**Supply Arrangement Holder**” or “**SA Holder**” means a Bidder who successfully qualified one (1) or more Proposed Individuals as a result of this RFSA and with whom DFATD enters into an SA.
- (x) “**Supply Arrangement Refresh**” or “**SA Refresh**” means the annual process to update SAs and qualify additional SA Holders.
- (y) “**Supply Arrangement Request for Proposals**” or “**SA RFP**” means the document sent by DFATD to SA Holders in the context of a solicitation process conducted by DFATD to award a Contract, which includes specific instructions and STORs applicable to the requirement.
- (z) “**Technical Services**” means work directly providing subject matter expertise. Management or project management roles that do not require the direct provision of subject matter expertise are not considered “technical services”.

1. Overview

- 1.1 DFATD intends to establish Supply Arrangements (SA) through this RFSA, which DFATD will use as procurement vehicles for the provision of consulting and professional services arising on an ‘as and when required’ basis and related to DFATD’s international development programs and projects.
- 1.2 Bidders are invited to submit Proposals to qualify one (1) or multiple Proposed Individuals capable of providing services described in *Part I, Section 4: Generic Terms of Reference* in the context of a Sector.
- 1.3 The Sectors within the scope of this RFSA are specified in the Data Sheet.
- 1.4 SAs will be competitively established for each Sector. Bidders are invited to submit separate Proposals for each Sector for which they want to be qualified. Should a Bidder qualify for multiple Sectors, DFATD will issue separate SAs for each Sector.
- 1.5 Any resulting SA will be in the form of the Standard Form of SA, provided in *Part II: Standard Form of SA* of this document.
- 1.6 An SA is not a contract for the provision of services. Neither DFATD nor the SA Holder is legally bound as a result of signing the SA.
- 1.7 Bidders who submit Proposals agree to be bound by the instructions, terms and conditions of this RFSA and accept the provisions of the resulting SAs, set out in *Part II: Standard Form of SA* as they are, in their entirety.

Bidders’ Conference

- 1.8 If indicated in the Data Sheet, DFATD may organize a Bidders’ conference that Bidders are encouraged to attend at their own cost prior to submitting their Proposals.

Overview of RFSA Process

- 1.9 This RFSA is the first stage of a two-stage procurement process:
 - 1.9.1. **Stage 1 - Establishing SAs:**
 - (a) Following the RFSA Closing Date, DFATD will evaluate Proposals received and will issue SAs to qualified Bidders in accordance with *Part I, Section 1: i) ITB and ii) Data Sheet*.
 - (b) The effective date of an SA will be the most recent date upon which the SA was signed on behalf of DFATD and the successful Bidder. The SA will become available for DFATD’s use on such date.
 - (c) The issuance of SAs does not obligate DFATD to conduct SA RFPs, to issue any Contracts for any of the services described in the SA, or to spend any monies whatsoever.
 - 1.9.2. **Stage 2 - Contracting under SAs:**
 - (a) DFATD will determine the STORs and relevant Sector(s) of a given service requirement. Only SA Holders in the relevant Sector(s) will be eligible to participate in the SA RFP.
 - 1.9.3. **Stage 3 – SA Refresh:**
 - (a) DFATD will conduct SA Refresh in accordance with paragraph 4.2 of the *Part II. Standard Form of SA*.

2. Cost of Proposal preparation

- 2.1. No payment will be made for costs incurred for the preparation and submission of a Proposal in response to this RFSA. All costs associated with preparing and submitting a Proposal are the sole responsibility of the Bidder.

3. Bidders

- 3.1 A Bidder can be an individual, or a firm presenting one (1) or more Proposed Individual(s) to be qualified under SA. Where the Proposal is submitted by a consortium or joint venture, the Members of the consortium or joint venture together comprise the Bidder.
- 3.2 Each Member of a consortium or joint venture must sign a resulting SA.
- 3.3 Bidders must be eligible to participate in this RFSA process.
- 3.4 Subject to paragraph 3.5, a Bidder is eligible to participate to this RFSA if it, including each Member if a Proposal is submitted by a consortium or joint venture, has the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder, including each Member if a Proposal is submitted by a consortium or joint venture, must provide, if requested by DFATD, a certified copy and translation of the original documentation, and any other requested supporting documentation, indicating the laws under which it is registered or incorporated together with the registered or corporate name and Place of Business. Any cost related to any such certification or translation is the sole responsibility of the Bidder. DFATD reserves the right to verify the certified copy or translation and to reject the Proposal in the event that the documents are found to be inaccurate or insufficient.
- 3.5 A Bidder, including each Member if a Proposal is submitted by a consortium or joint venture, is not eligible to participate in this RFSA process if it is a government entity or a government-owned enterprise.

4. One Bidder, One Proposal per Sector

- 4.1 A Bidder may submit a maximum of one (1) Proposal per Sector in response to this RFSA. If a Bidder submits multiple Proposals for a particular Sector, DFATD will reject all Proposals submitted by the Bidder for that Sector.
- 4.2 A Bidder may present one (1) or multiple Proposed Individuals in its Proposal for a particular Sector.
- 4.3 An individual may participate as a Proposed Individual in more than one Proposal, but only if each Proposal is for distinct Sectors. If an individual commits to participate in multiple Proposals for the same Sector, the individual will be rejected and will not be eligible to qualify in that Sector.
- 4.4 A particular Member of a consortium or joint venture is not permitted to participate in multiple Proposals for a same Sector, either by submitting a Proposal alone or by submitting a Proposal as a Member of another consortium or joint venture.

5. Proposal Validity

- 5.1 A Proposal must remain valid and open for acceptance by DFATD for the period of time indicated in the Data Sheet.
- 5.2 DFATD may request Bidders to extend the validity period of their Proposals.

6. Clarifications and Amendment of RFSA Documents

- 6.1 Bidders may request a clarification of any of the RFSA elements no later than seven (7) Days before the RFSA Closing Date. Requests received after that date may not be answered.
- 6.2 Bidders are requested to send any request for clarifications and other communication regarding this RFSA in writing, or by standard electronic means only to the Point of Contact named in the Data Sheet. Communication with other DFATD representatives may result in rejection of the Proposal.
- 6.3 If, in DFATD's opinion, a request for clarification affects the RFSA, request(s) received and replies to such request(s) will be provided simultaneously to all Bidders through a formal addendum to the RFSA and will be published on

GETS without revealing the source of the request.

6.4 A request for an extension of the RFSA Closing Date will only be considered if it is received in writing by the Point of Contact no later than nine (9) Days before the RFSA Closing Date. The revised RFSA Closing Date, if granted, will be published on GETS approximately five (5) Days before the original RFSA Closing Date.

**7.
Submission and
Receipt of Pro-
posals**

7.1 Proposals must be delivered to the following address:

Foreign Affairs, Trade and Development Canada
Distribution and Mail Services - AAG
Lester B. Pearson Building
125 Sussex Drive
Ottawa, Ontario K1A 0G2 CANADA

Attention: Bid Receiving Unit – SGD

7.2 Bidders are requested to deliver their Proposals in the number of originals and copies indicated in the Data Sheet. In the event of a discrepancy between the original and copies, the original will prevail. Bidders are requested to clearly identify the original on its front cover. DFATD reserves the right to identify an original if none is identified.

7.3 Proposals must be received by DFATD no later than the RFSA Closing Date.

7.4 Due to the nature of this RFSA, electronic transmission of a Proposal to DFATD by any means, including by electronic mail or facsimile will not be accepted.

7.5 Bidders are solely responsible for the timely receipt of their Proposal by DFATD. DFATD will not assume any responsibility for Proposals that are addressed to a location other than the one stipulated in the RFSA and any such Proposals will not be accepted.

7.6 A Proposal received by DFATD after the RFSA Closing Date will not be accepted and will be returned unopened.

7.7 DFATD requests that the Bidder's name and return address, RFSA SEL number, title, Sector and the RFSA Closing Date are clearly visible on the envelope or parcel containing the Proposal.

Late Proposals

7.8 Unless specified in the Data Sheet, Bidders are requested to present their Proposals on 8.5" X 11" or A4 paper. DFATD requests that a font size of at least equivalent to Arial 10 or Times New Roman 11 be used in Proposals.

7.9 The requirements with respect to the submission of Proposals are detailed below. If a Bidder submits a Proposal for multiple Sectors, DFATD requests that each Proposal be submitted separately and each in accordance with the requirements below.

(a) **Technical proposal:**

Bidders are requested to place the original and all copies of the technical proposal in a sealed envelope clearly marked "TECHNICAL PROPOSAL", followed by the RFSA SEL number, title, Sector and the RFSA Closing Date.

(b) **Financial proposal:**

Bidders are requested to place the original and all copies of the financial proposal in a separate sealed envelope clearly marked "Financial Proposal", followed by the RFSA SEL number, title, Sector and the RFSA

Closing Date.

(c) **Outer envelope:**

Bidders are requested to place the envelopes containing the technical and financial proposals in a sealed outer envelope. DFATD requests that the outer envelope bears the name of the Bidder, return address of the Bidder, submission address (refer to paragraph 7.1), RFSA SEL number, title and Sector. DFATD will not be responsible if a Proposal is misplaced or lost after receipt of it by DFATD, if the outer envelope is not sealed and/or marked as stipulated.

7.10 DFATD encourages the use of recycled paper and two-sided printing. This will contribute to DFATD's environmental initiatives and reduce waste.

7.11 With the exception of paragraph 7.13, all Proposals received on or before the RFSA Closing Date will become the property of DFATD and will not be returned. All Proposals will be treated in accordance with the provisions of the *Access to Information Act*, the *Privacy Act* and the *General Records Disposal Schedule of the Government of Canada*.

Withdrawal, Substitution, and Modification of Proposal

7.12 Prior to the RFSA Closing Date, a Bidder may withdraw, substitute, or modify its Proposal after it has been submitted to DFATD by sending DFATD a written notice, duly signed by an authorized representative. If the Bidder is substituting or modifying its Proposal, the substituted or modified Proposal must be submitted with the written notice. The written notice, together with the modified or substituted Proposal, if applicable, must be:

- (a) submitted in accordance with paragraph 7.1-7.9 (except that withdrawal notices do not require copies). In addition, Bidders are requested to clearly mark respective envelopes "WITHDRAWAL", "SUBSTITUTION", or "MODIFICATION"; and
- (b) received by DFATD prior to the RFSA Closing Date.

7.13 A Proposal that is requested to be withdrawn in accordance with paragraph 7.12 will be returned unopened.

Withdrawal of Proposed Individual(s)

7.14 If, for any reason, a Proposed Individual becomes unavailable at any time prior to the issuance of an SA, the Bidder is requested to inform the Point of Contact in writing as soon as possible. Such individual will not be further considered for the purposes of this RFSA and resulting SA.

8. Preparation of Proposal

8.1 In preparing their Proposal, Bidders are requested to examine in detail the documents comprising this RFSA and prepare a Proposal addressing all requirements of this RFSA and related addendum(s), if any.

Language

8.2 Proposal, as well as all related correspondence exchanged by the Bidders and DFATD, will be written in one of the official languages of Canada.

9. Technical Proposal

9.1 Signed *TECH-1: Acceptance of Terms and Conditions*, must be submitted with a Bidder's Proposal. If a Bidder is a consortium or a joint venture, the Bidder's Proposal must include a signed TECH-1 from each Member. Bidders are requested to print TECH-1, fill it in manually, sign and attach it as page 1 of their Proposals. If TECH-1 is not submitted with a Proposal or is not signed, the Proposal will be rejected. If TECH-1 is improperly completed, DFATD will request corrections from the Bidder within the timeframe specified in the notification. If the updated TECH-1 is not submitted within the specified timeframe, the Proposal will be rejected. In this paragraph, "improperly completed" means:

Mandatory Forms to Be Provided

- (a) There are one or more fields that are not completed; or

- (b) The content of TECH-1 is amended in any way.
- Certifications Required with the Proposal* 9.2 Bidders are requested to submit completed *TECH-2: Certifications*, and *TECH-3: Bidder's Organization*, including a TECH-2 and TECH 3 from each Member of a consortium or joint venture submitting a Proposal, in their Proposals. If a TECH-2 and/or TECH-3 is not submitted with a Proposal and/or is improperly completed, DFATD will request corrections and/or completion from the Bidder. Bidders, including each Member of a consortium or joint venture submitting a Proposal, must submit the updated TECH-2 and/or TECH-3 within the timeframe specified in the notification. If the updated TECH-2 and/or TECH-3 is not submitted within the specified timeframe, the Proposal will be rejected. In this paragraph, "improperly completed" means:
- (a) There are one or more fields that are not completed; or
- (b) The content of TECH-2 is amended in any way.
- 9.3 Bidders, including each Member of a consortium or joint venture submitting a Proposal, must comply with the certifications in TECH-2 from the date of Proposal submission. Bidders have an obligation to disclose any situation of non-compliance with the certifications in TECH-2.
- 9.4 If any certification made by a Bidder is untrue, whether made knowingly or unknowingly, or if a Bidder failed to disclose any situation of non-compliance with the certifications in TECH-2, the Proposal will be rejected. DFATD may permit the Bidder to make representations prior to taking a final decision to reject the Proposal on these grounds. Such representation must be made within ten (10) Days of DFATD informing the Bidder that it is considering such rejection.
- Other Forms to Be Provided* 9.5 In addition to TECH-1, TECH-2 and TECH-3, Bidders are requested to submit the following standard forms for each Proposed Individual as part of their technical proposals:
- (i) TECH-4: Proposed Individual, which includes:
- TECH-4A: Curriculum Vitae for Proposed Individual;
 - TECH-4B: Demonstration of Proposed Individual's Capabilities;
 - TECH-4C: Commitment to Participate in the Supply Arrangement.
- Content presentation* 9.6 In order to facilitate the evaluation, Bidders are requested to submit their technical proposals using the headings and numbering system detailed in *Part I - Section 5: Evaluation Criteria*. If specified in the Data Sheet, to avoid duplication, Bidders may use cross-referencing by referring to specific paragraph and page numbers in different sections of their Proposals where the subject topic has already been addressed.
- 9.7 Where specified in the respective TECH(s) and/or *Part I, Section 5: Evaluation Criteria*, Bidders are requested to respect page limits assigned to responses to any or all RFSAs requirements. Evaluators will not consider or evaluate information contained in pages exceeding the specified limit.
- 10. Financial Proposals** 10.1 All information related to Ceiling Fees must only appear in the financial proposal. The financial proposal must be prepared using form FIN-1. If a Bidder does not submit FIN-1 with their Proposal or does not comply with the provisions of paragraph 10.2, Pricing Basis, the Proposal will be rejected.
- Pricing Basis* 10.2 Bidders must submit their financial proposals in accordance with the following pricing basis:

- (a) **All-Inclusive Ceiling Fee(s):** For each Proposed Individual, the Bidder must propose an all-inclusive daily Ceiling Fee based on a 7.5-hour work-day.
- (b) The following cost elements, if applicable, must be included in proposed all-inclusive Ceiling Fees:
- (i) **Direct salaries:** the amounts paid to an individuals for actual time directly worked;
 - (ii) **Fringe benefits:** costs associated with employee salaries, including paid benefits. Paid benefits include: sick leave, statutory holidays, paid vacation leave, employer's contribution for employment insurance and worker's compensation (where applicable), health and medical insurance, group life insurance and pension, time-off benefits, War Risk Accidental Death and Dismemberment insurance, vaccination, etc;
 - (iii) **Overhead/indirect costs:** the following costs originating from the Bidder's Head Office (non-project related):
 - Advertising and promotion;
 - Amortization/depreciation;
 - Bank charges ;
 - Board activities;
 - Business development activities;
 - Capital taxes;
 - Communication;
 - Computer maintenance expenses;
 - Financing costs, including but not limited to interest expenses and costs to obtain letters of credit;
 - General staff training;
 - Insurance (e.g. office, board of director's liability, Commercial general liability and Errors and omissions liability)
 - Internal or external audits of the Bidder;
 - Memberships and subscriptions;
 - Office supplies and equipment;
 - Bidder's restructuring costs;
 - Professional fees relating to the administration of the Bidder (e.g. legal, accounting, etc.);
 - Proposal preparation activities;
 - Office rent and utilities ;
 - Repairs and maintenance expenses;
 - Review and negotiation of agreements;
 - Salaries and fringe benefits related to the administration of the Bidder;
 - Staff recruitment;
 - Strategic planning activities;
 - Travel (non-project specific);
 - Workstations, including computers;
 - Other indirect/overhead type of expenditures related to the Bidder's office(s); and

- Exchange rate fluctuation.

(iv) **Profit**

- Ceiling Fees Refresh* 10.3 Ceiling Fees will only be modified through the SA Refresh process.
- Currency and Taxes* 10.4 Bidders must provide Ceiling Fees in Canadian dollars.
- 10.5 For the purpose of evaluation, all taxes are excluded:
- (a) Bidders are requested to exclude all Applicable Taxes from proposed Ceiling Fees; and
 - (b) Local taxes (including but not limited to value added or sales taxes, social charges or income taxes on non-resident personnel, duties, fees, levies) may be applicable on amounts payable to DFATD under resulting Contracts. Bidders are requested to exclude all local taxes from their Ceiling Fees. DFATD may reimburse any such taxes or pay such taxes. A reimbursement mechanism of applicable local taxes will be determined during Contract negotiations.

11. Proposal Evaluation

- 11.1 Except when responding to requests to provide additional information as specified in paragraphs 9.1, 9.2, 9.4, 12 and 13, from the time the Proposals are submitted to the time the SA is issued, Bidders must not contact DFATD, except the Point of Contact specified in the Data Sheet, on any matter related to their technical and/or financial proposals. In addition, any effort by Bidders to influence DFATD in the examination, evaluation, of Proposals, and recommendation for issuance of a SA will result in rejection of the Bidders' Proposal.
- 11.2 Except as otherwise specified in this RFSA, DFATD will evaluate Proposals solely based on the documentation provided as part of the Proposals. DFATD will not take into consideration any references in a Proposal to additional information not submitted with the Proposal.
- 11.3 DFATD's technical evaluation method is described in the Data Sheet.
- 11.4 Bidders are advised that Proposals received as a result of this RFSA will be evaluated by an Evaluation Team composed of DFATD representatives and may also include other external consultants. All Proposals will be treated as confidential, in accordance with paragraph 15, Confidentiality.
- 11.5 The Evaluation Team will assess Proposals in accordance with every requirement of this RFSA, including the technical evaluation criteria specified in *Part I, Section 5: Evaluation Criteria* and the financial evaluation criteria specified in the Data Sheet. There are several steps in the evaluation process, which are described below. Even though the evaluation of Proposals will be conducted in steps, the fact that DFATD has proceeded to a later step does not mean that DFATD has conclusively determined that the Bidder has successfully passed all previous steps. DFATD may conduct steps of the evaluation in parallel.
- Mandatory Procedural Requirements* 11.6 Any Proposal that fails to meet any mandatory procedural requirement will be considered non-compliant and will be rejected.
- 11.7 Proposals that comply with all mandatory procedural requirements will be evaluated based on the technical evaluation criteria specified in *Part I, Section 5: Evaluation Criteria*.
- Mandatory Evaluation Criteria* 11.8 A Proposed Individual that does not meet all the mandatory technical evaluation criteria will not be further evaluated. Proposed Individuals that comply with the mandatory technical evaluation criteria will be evaluated based on the

rated technical criteria.

Evaluation of Technical Proposals

- 11.9 In their technical proposals, Bidders are requested to address clearly and in sufficient depth the rated technical criteria specified in *Part I, Section 5: Evaluation Criteria*, against which each Proposed Individual will be evaluated. Simply repeating the statement contained in the RFSa is not sufficient. Bidders are requested to provide substantiation and supporting data (for example, description of past experience, degrees, when applicable), to demonstrate their education, experience and capabilities. Not completely addressing a rated criterion may result in a score of zero for that rated criterion.
- 11.10 A Proposed Individual who fails to achieve the minimum technical score for the rated technical criteria indicated in the Data Sheet for the Sector to which the Proposed Individual is submitted will not be considered compliant on the technical component and will not be further evaluated for that Sector.
- 11.11 Where both forms TECH-4A and TECH-4B are not provided in the Proposal for a Proposed Individual, DFATD will not evaluate the Proposed Individual.
- 11.12 Where Form TECH-4C is not provided with the Proposal for a Proposed Individual or is improperly completed, DFATD will request corrections and/or completion from the Bidder. Bidders must submit the completed TECH-4C within the timeframe specified in the notification. If the completed TECH-4C is not submitted within the specified timeframe, DFATD will not evaluate the Proposed Individual. In this paragraph, “improperly completed” means:
- (a) There are one or more fields that are not completed; or
 - (b) TECH-4C is not signed by the Proposed Individual.

Evaluation of Financial Proposals

- 11.13 Where none of the Proposed Individuals presented in a Bidder’s Proposal achieve the minimum technical score for the rated technical criteria indicated in the Data Sheet, the financial proposal will remain unopened and the Bidder’s Proposal will be rejected.
- 11.14 Only Ceiling Fees for Proposed Individuals who achieve the minimum technical score for the rated technical criteria indicated in the Data Sheet for the Sector to which the Proposed Individuals are submitted will be considered in the financial evaluation.
- 11.15 DFATD will establish a Financial Evaluation Threshold for the purpose of financial evaluation for each Sector, using the methodology specified in the Data Sheet.
- 11.16 A Proposed Individual’s Ceiling Fee must be equal to, or lower than, the Financial Evaluation Threshold established by DFATD in accordance with paragraph 11.15 for the given Sector. If a Proposed Individual’s Ceiling Fee is greater than the established Financial Evaluation Threshold, the Proposed Individual will not be included in the resulting SA. A Bidder will be issued an SA for Proposed Individuals who are financially compliant.
- 11.17 Financial Evaluation Thresholds are established for financial evaluation purposes only. The fact that the Ceiling Fees proposed by a Bidder are ruled compliant does not imply in any way acceptance by DFATD to pay these Ceiling Fees for any requirement under a Contract.
- 11.18 All Financial Evaluation Thresholds established as a result of this RFSa will be treated as CONFIDENTIAL and will not be made available to Bidders.

12. Clarifications of Proposals

- 12.1 In conducting Proposal evaluations, DFATD may, but has no obligation, do the following:
 - (a) seek clarification or verification from Bidders regarding any or all information provided by them with respect to the RFSA;
 - (b) contact any or all references supplied by Bidders to verify and validate information submitted as fact;
 - (c) request, before issuance of any SA, specific information with respect to Bidders' legal status;
 - (d) conduct a survey of Bidders' facilities, and/or examine their technical, managerial, security and financial capabilities, to determine if they are adequate to meet the requirements of the RFSA; and
 - (e) verify any information provided by Bidders through independent research, use of any government resources or by contacting third parties, including any proposed resources.
- 12.2 Bidders will have the number of Days specified in the request by the Point of Contact to comply with paragraph 12.1. Failure to comply with the request will result in the Proposal being rejected.
- 12.3 Any clarifications submitted by a Bidder that are not in response to a request by DFATD will not be considered. No change in the financial proposal or substance of the technical proposal by the Bidder as a result of clarifications will be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by DFATD in the evaluation of Proposals.

Rights of DFATD in evaluation

- 12.4 In conducting the evaluation, DFATD may, but has no obligation, to do the following:
 - (a) if there is an error corresponding to the addition or subtraction of subtotals in a total, the total will prevail;
 - (b) in case of discrepancy between word and figures, the former will prevail.
- 12.5 At the end of the evaluation process, the Point of Contact will advise the Bidder of the actions taken, if any, pursuant to paragraph 12.4. A Bidder who disagrees may withdraw its Proposal.

13. Conditions of Supply Arrangement Issuance

- 13.1 Before being issued an SA, a Bidder must meet the conditions listed below. Upon request by DFATD, the Bidder must provide, within the timeframe stated by DFATD, documentation to support compliance. Failure to comply with DFATD's request and meet the requirement within that timeframe will not delay the issuance of the SA and may result in the Proposal being rejected.
 - (a) **Procurement Business Number**
Bidders must have a Procurement Business Number. Bidders must register for a Procurement Business Number in the Supplier Registration Information service online at the following Website: <https://srisupplier.contractsCanada.gc.ca/>. In the case of a consortium or joint venture, the consortium or joint venture as a whole does not require a Procurement Business Number but each Member must have a Procurement Business Number.

14. Notification/Debriefing of unsuccessful Bidders

- 14.1 After the issuance of SAs to successful Bidders, DFATD will notify each unsuccessful Bidder of the results of their respective Proposal(s).
- 14.2 DFATD does not intend to conduct in-person debriefings for this RFSA. However, Bidders may make a written request to DFATD to receive a written de-

briefing.

15. Confidentiality

15.1 Proposals remain the property of DFATD and will be treated as confidential, subject to the provisions of the *Access to Information Act*, the *Privacy Act*, and the *General Records Disposal Schedule of the Government of Canada*.

16. Rights of DFATD

16.1 DFATD reserves the right to:

- (a) reject any or all Proposals received in response to this RFSA;
- (b) enter into negotiations with Bidders on any or all aspects of their Proposals;
- (c) accept any Proposal in whole or in part without negotiations;
- (d) cancel the RFSA at any time; and,
- (e) re-issue the RFSA.

Section 1: (ii) Data Sheet

Paragraph Reference	Note: The paragraph numbers indicated in the left hand column refer to the related paragraphs in the Instructions to Bidders.
6.2, 6.4, 11.1, 12.2 and 12.5	The DFATD Point of Contact is: RFSA Administrator - SGC Distribution and Mail Services - AAG Lester B. Pearson Building 125 Sussex Drive Ottawa, Ontario K1A 0G2 CANADA E-mail: AMA-SA@international.gc.ca
Definition (r), 7.3	The RFSA Closing Date is August 20, 2015 at 14:00hrs, Eastern Standard/Eastern Day-light Saving Time (EST/EDT).
Definitions (s), (u), 1.2	The Sectors and Sub-sectors within the scope of this RFSA for Technical Services are: <u>Sector 1: Public Financial Management:</u> <ul style="list-style-type: none"> • Sub-sector 1-1: Public Expenditure Management; • Sub-sector 1-2: Public Procurement; • Sub-sector 1-3: Public Revenue Mobilization and Management; • Sub-sector 1-4: Public External Auditing & Oversight. <u>Sector 2: Governance:</u> <ul style="list-style-type: none"> • Sub-sector 2-1: Legal and Judicial Reform; • Sub-sector 2-2: Public Sector Policy and Administrative Management; • Sub-sector 2-3: Decentralization and Local Government; • Sub-sector 2-4: Participatory Engagement and Civil Society. <u>Sector 3: Agriculture & Food Security:</u> <ul style="list-style-type: none"> • Sub-sector 3-1: Agronomy, Livestock husbandry and Agroforestry; • Sub-sector 3-2: Agricultural Extension and Advisory Services; • Sub-sector 3-3: Co-operative Development; • Sub-sector 3-4: Post-Harvest/Farm gate to Market; • Sub-sector 3-5: Agricultural Policy and Services.
1.8	Bidders' Conference: NO
5.1	The Proposal validity period is one hundred eighty (180) Days after the RFSA Closing Date.
7.2,	Bidders are requested to submit their Proposals as follows: <ul style="list-style-type: none"> • Technical proposal: One (1) identified original and four (4) copies and a soft copy (Adobe Acrobat® Portable Document Format (PDF), or Word format) in a USB or CD-ROM, DVD; • Financial proposal: One (1) identified original and one (1) copy. <p>In case of discrepancy between the hard-copy identified as original and the electronic version submitted by the Bidder the hard-copy original will prevail.</p>

7.8	Page size other than 8.5” X 11” or A4 is acceptable: NO																							
9.6	Cross-referencing is recommended: NO																							
11.3	<p>Technical evaluation method: If a Bidder presents more than one (1) Proposed Individual in its Proposal, each Proposed Individual will be evaluated independently to determine their technical compliance.</p> <p>The technical evaluation for each Proposed Individual is awarded a maximum of five hundred (500) points. For each Sector, only Proposed Individuals that achieve the minimum technical score indicated in the Data Sheet, paragraph 11.13, will be considered technically compliant and be further considered for financial evaluation.</p>																							
11:10,11.13 and 11.14	<p>The minimum technical scores for each Proposed Individual presented in a given Sector are:</p> <table border="0" data-bbox="375 730 1170 835"> <tr> <td>Sector 1 (Public Financial Management)</td> <td>60% or 300 points;</td> </tr> <tr> <td>Sector 2 (Governance)</td> <td>60% or 300 points;</td> </tr> <tr> <td>Sector 3 (Agriculture & Food Security)</td> <td>60% or 300 points.</td> </tr> </table>	Sector 1 (Public Financial Management)	60% or 300 points;	Sector 2 (Governance)	60% or 300 points;	Sector 3 (Agriculture & Food Security)	60% or 300 points.																	
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Sector 2 (Governance)	60% or 300 points;																							
Sector 3 (Agriculture & Food Security)	60% or 300 points.																							
11.15	<p>Evaluation of Financial Proposals and Establishment of Financial Evaluation Thresholds:</p> <p>If a Bidder presents more than one (1) Proposed Individual in its Proposal, each technically compliant Proposed Individual’s Ceiling Fee will be evaluated independently to determine financial compliance.</p> <p><i>Financial Evaluation Threshold Calculation:</i></p> <ol style="list-style-type: none"> 1) For each Sector, a mathematical average is calculated by summing up the Ceiling Fees of all individuals who are deemed technically compliant, and dividing it by the number of technically compliant individuals. 2) The Financial Evaluation Threshold for a Sector is equal to the average Ceiling Fee obtained in 1) above, multiplied by 1.5. 3) A technically compliant Proposed Individual’s Ceiling Fee must be less than, or equal to, the Sector’s Financial Evaluation Threshold for the Proposed Individual to be considered financially compliant. <p><i>Example of Financial Evaluation Threshold calculation based on the Ceiling Fees proposed for six (6) technically compliant individuals submitted by five (5) Bidders under a given Sector:</i></p> <table border="1" data-bbox="461 1528 1317 1881"> <thead> <tr> <th>Bidders</th> <th>Proposed Individuals</th> <th>Proposed Ceiling Fees</th> </tr> </thead> <tbody> <tr> <td>Bidder 1</td> <td>Proposed Individual A</td> <td>\$500</td> </tr> <tr> <td>Bidder 2</td> <td>Proposed Individual B</td> <td>\$700</td> </tr> <tr> <td>Bidder 3</td> <td>Proposed Individual C</td> <td>\$500</td> </tr> <tr> <td>Bidder 4</td> <td>Proposed Individual D</td> <td>\$450</td> </tr> <tr> <td rowspan="2">Bidder 5</td> <td>Proposed Individual E</td> <td>\$1,500</td> </tr> <tr> <td>Proposed Individual F</td> <td>\$450</td> </tr> <tr> <td colspan="2">Average Ceiling Fees:</td> <td>$(\\$500+\\$700+\\$450+\\$500+\\$450+\\$1500)/6=\\$683.33$</td> </tr> </tbody> </table>	Bidders	Proposed Individuals	Proposed Ceiling Fees	Bidder 1	Proposed Individual A	\$500	Bidder 2	Proposed Individual B	\$700	Bidder 3	Proposed Individual C	\$500	Bidder 4	Proposed Individual D	\$450	Bidder 5	Proposed Individual E	\$1,500	Proposed Individual F	\$450	Average Ceiling Fees:		$(\$500+\$700+\$450+\$500+\$450+\$1500)/6=\$683.33$
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	<div data-bbox="464 205 1317 275" style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <p><i>Financial Evaluation Threshold: $\\$683.33 \times (1.5) = \\$1,025.00$</i></p> </div> <ul style="list-style-type: none"> <li data-bbox="418 310 1401 443">• <i>Proposed Individual E (proposed by Bidder 5) is not financially compliant. In accordance with ITB 11.16, an SA will be issued to Bidder 5 for Proposed Individual F only, as well as all other Bidders for their technically compliant individuals.</i>
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Section 2: Technical Proposal - Standard Forms

Guidance to Bidders:

At the beginning of each TECH, Bidders will find information that will help in the preparation of their Proposals. In addition, DFATD has developed a checklist (below) to assist Bidders in preparing a responsive Proposal. The checklist below is for information purposes only and is NOT to be included with the Bidder's Proposal.

Bidder's Checklist

1. Mandatory procedural requirements

Bidder must meet the mandatory procedural requirements stated below. Failure to meet any of these requirements will lead to rejection of the Bidder's Proposal.

Mandatory Procedural Requirements	✓
The Bidder is eligible to participate in this RFSA as defined in ITB 3.4.	
The Bidder has submitted only one Proposal per Sector in response to this RFSA (ITB 4.2).	
The Proposal validity is as per the Data Sheet (ITB 5.1).	
The Proposal is submitted to the following address: Foreign Affairs, Trade and Development Canada Distribution and Mail Services - AAG Lester B. Pearson Building 125 Sussex Drive Ottawa, Ontario K1A 0G2 CANADA Attention: Bid Receiving Unit – SGD	
The Proposal is submitted to DFATD no later than the RFSA Closing Date indicated in the Data Sheet, or any extension to this date (Definition [r], ITB 7.3).	
The Bidder or, in case of a consortium or joint venture, each Member of a consortium or joint venture, has completed, signed and included TECH-1 in the Proposal (ITB 9.1).	
The Bidder or, in case of a consortium or joint venture, each Member of consortium or joint venture, complies with the certifications in TECH-2 from the date of Proposal submission. Bidder has an obligation to disclose any situation of non-compliance with the certifications in TECH-2 (ITB 9.3).	
The Bidder submitted completed TECH-2 and TECH-3 with its Proposal (ITB 9.2).	
Bidder has demonstrated compliance with each of the mandatory evaluation criteria specified in <i>Part I - Section 5: Evaluation Criteria</i> (ITB 11.8).	
No information related to the Ceiling Fees appears in technical proposal (ITB 10.1).	

FIN-1 is provided with the Proposal and contains no changes to the pricing basis (ITB 10.2).	
Financial proposal is expressed as fixed daily Ceiling Fees (ITB 10.2).	
Financial proposal is expressed in Canadian dollars (CAD) (ITB 10.4).	
No contact with DFATD, except the Point of Contact specified in the Data Sheet, on any matter related to Bidder's Proposal(s) from the time the Proposal(s) is submitted to the time the SA is issued (except when responding to requests to provide additional information as specified in ITB 9.1, 9.2, 9.4, 12 and 13).	
Bidder complies with the conditions of SA issuance stated in ITB 13.	

2. **Other requirements:**

Compliance with the requirements below, while not mandatory, will increase the responsiveness of Bidder's Proposal.

Proposal Presentation and Submission	
Has the Bidder submitted its Proposal in the number of hard-copy originals and copies, and in an acceptable soft-copy format, as indicated in the Data Sheet?	
Is the original hard-copy Proposal clearly identified as "Original" on its cover?	
Is the Proposal presented on 8.5" X 11" or A4 paper (or as specified in the Data Sheet) and is the font size at least equivalent to Arial 10 or Times New Roman 11?	
Have the hard-copy (original and all copies) and a soft copy of the technical proposal been placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL", followed by the RFSa SEL number, title, Sector and the RFSa Closing Date?	
Have the original and all copies of the financial proposal been placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL", followed by the RFSa SEL number, title, Sector and the RFSa Closing Date?	
Have the envelopes containing the technical and financial proposals been placed in a sealed outer envelope?	
Does the outer envelope bear: <ul style="list-style-type: none"> - name of the Bidder; - return address of the Bidder; - submission address; - RFSa SEL number; - title; and, - Sector. 	
Have the Proposal withdrawal, substitution and/or modification, if any, been done as per ITB paragraph 7.12?	

Technical Proposal	
In case of a consortium or joint venture, has the Member in Charge been identified by checking the appropriate box in TECH-1?	
Has the Bidder or, in case of a consortium or joint venture, each Member of a consortium or joint venture, provided information as requested in TECH-3?	
Has the Bidder provided information as requested in TECH-4, for each Proposed Individual, according to the specified format?	
Does the technical proposal for each Proposed Individual address clearly and in sufficient depth the rated criteria against which the Proposal is evaluated?	
Does the technical proposal conform to the page limits indicated in <i>Part I. Section 5: Evaluation Criteria</i> ?	
Financial Proposal	
Do the Bidder's Ceiling Fees exclude all taxes?	

FORM TECH-1 Acceptance of Terms and Conditions

Guidance to Bidders:

- Signed TECH-1: Acceptance of Terms and Conditions must be submitted with a Bidder’s Proposal.
- If a Bidder is a consortium or joint venture, the Bidder’s Proposal must include a signed TECH-1 from each Member. DFATD requests that the Member in Charge is identified by checking the appropriate box below.

This Proposal to the Department of Foreign Affairs, Trade and Development is for the provision of Technical Services in:

_____ *[Sector – please print]*

From:

_____ *[Bidder’s Name – please print]*

Person authorized to sign on behalf of the Bidder:

_____ *[Name and title - please Print]*

Eligibility Certification:

A Bidder, including each Member if a Proposal is submitted by a consortium or joint venture, certifies that:

- (a) It has the legal capacity to contract;
- (b) It is not a government entity or government-owned enterprise.

The Bidder also certifies that it has read the RFSa in its entirety and that it accepts all terms and conditions set out this document as they are, without modifications, deletions, or additions.

In addition, by signing this form the Bidder certifies its compliance with the certifications included in TECH-2 as completed from the date of Proposal submission. Bidders who successfully become SA Holders will be required to certify ongoing compliance with the certifications included in TECH-2 when submitting proposals in response to any SA RFP.

Signature _____

Date _____

Member in Charge

FORM TECH-2 CERTIFICATIONS

Guidance to Bidders:

The Bidder is requested to complete the following certifications by filling in the appropriate spaces below. The Bidder must submit TECH-2 in accordance with ITB 9.2 of the RFSA.

In case of a consortium or joint venture, each Member must comply with the above requirement.

1. CODE OF CONDUCT FOR PROCUREMENT

The Bidder must respond to the RFSA, and any subsequent SA RFP, in an honest, fair and comprehensive manner, accurately reflect its capacity to satisfy the requirements stipulated in *Part I. RFSA Information and Instructions to Bidders, Part II. Standard Form of Supply Arrangement* and any subsequent SA RFP.

The Bidder certifies that for the purpose of this RFSA and subsequent SA RFP and Contract, it will not employ public servants in activities that might subject public servants to demands incompatible with their official duties or cast doubt on their ability to perform their duties objectively. The Bidder also certifies that it will not hire directly, or through a third party, former public servants during their one-year cooling-off period where this would constitute a violation of post-employment measures under the Policy on Conflict of Interest and Post-Employment that complements the Values and Ethics for the Public Sector.

2. ANTI-TERRORISM REQUIREMENT

The Bidder hereby certifies that the Bidder's proposal in response to this RFSA or any subsequent SA RFP does not include delivery of goods or services that originate, directly or indirectly, from entities listed pursuant to the *Anti-Terrorism Act*.

Details of listed entities can be found at <http://www.publicsafety.gc.ca/>. The Office of the Superintendent of Financial Institutions (<http://www.osfi-bsif.gc.ca/Eng/fi-if/amlc-clrpc/atf-fat/Pages/default.aspx>) lists are subject to the Regulations Establishing a List of Entities made under subsection 83.05(1) of the *Criminal Code*, and/or the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism* (RIUNRST) and/or *United Nations Al-Qaida and Taliban Regulations* (UNAQTR).

3. INTERNATIONAL SANCTIONS

From time to time, in compliance with United Nations obligations or other international agreements, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country or its nationals. These economic sanctions may be implemented by regulation under the *United Nations Act* (R.S.C. 1985, c. U-2), the *Special Economic Measures Act* (S.C. 1992, c. 17), or the *Export and Import Permits Act* (R.S.C. 1985, c. E-19). The countries or groups currently subject to economic sanctions are listed on the Department of Foreign Affairs, Trade and Development website: <http://www.international.gc.ca/sanctions/index.aspx?view=d>.

The Bidder certifies its compliance with any such regulations that are in force on the effective submission date of its proposal in response to this RFSA or any subsequent SA RFP. In addition the Bidder certifies such compliance by its Proposed Individuals.

4. CONFLICT OF INTEREST - UNFAIR ADVANTAGE

1. In order to protect the integrity of the procurement process, Bidders are advised that DFATD may reject a Proposal in the following circumstances:
 - if the Bidder or any of its Proposed Individual(s)), including any employees or former employees, was involved in any manner in the preparation of the RFSA/SA RFP;
 - if the Bidder or any of its Proposed Individual(s) including any employees or former employees, was involved in any other situation of conflict of interest or appearance of conflict of interest; or

- if the Bidder or any of its Proposed Individual(s), including any employees or former employees, had access to information related to the RFSA/SA RFP that was not available to other Bidders and that would, in DFATD's opinion, give or appear to give the Bidder an unfair advantage.
2. The experience acquired by a Bidder who is providing or has provided the services described in the RFSA/SA RFP (or similar services) will not, in itself, be considered by DFATD as conferring an unfair advantage or creating a conflict of interest. This Bidder remains however subject to the criteria established above.
 3. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. Where DFATD intends to reject a proposal in response to this RFSA or any subsequent SA RFP under this section, DFATD may inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. The Bidder acknowledges that it is within DFATD's sole discretion to determine whether a conflict of interest, an appearance of conflict of interest or an unfair advantage exists.

5. ANTI-CORRUPTION AND FRAUD

DFATD defines, for the purpose of this paragraph, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official during the RFSA, SA, SA RFP or Contract execution;
- (ii) "fraudulent practice" means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- (iii) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; and
- (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the RFSA/SA RFP, or affect SA and Contract execution;

The Bidder certifies that it and its Proposed Individual(s):

- (a) have not, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices;
- (b) were not convicted during a period of three (3) years prior to the RFSA/SA RFP Closing Date, by a court of law in Canada or in any other jurisdiction for an offence involving bribery or corruption;
- (c) are not under sanction for an offence involving bribery or corruption, imposed by a governmental organization or development organization providing development assistance; and
- (d) were never convicted of an offence, other than an offence for which a pardon has been granted, under Section 121 (Frauds on the government and Contractor subscribing to election fund), Section 124 (Selling or Purchasing Office) or Section 418 (Selling defective stores to Her Majesty) of the *Criminal Code of Canada*. For Bidders outside of Canada, the Bidder also certifies that it was never convicted of similar offences in any other jurisdictions.

6. DEBARMENT

The Bidder certifies that it, including its Proposed Individuals, is not included in the published list(s) of entities debarred by the World Bank Group, European Bank for Reconstruction and Development, Asian Development Bank or the Inter-American Development Bank Group.

7. LOBBYIST

The Bidder certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the SA

or Contracts if the payment of the fee would require the individual to file a return under section 5 of the Canadian *Lobbying Act*.

8. LANGUAGE CAPABILITY

The Bidder certifies that its Proposed Individuals have the language capability necessary to satisfy the RFSa requirements, as stipulated in *Part I - Section 4: Generic Terms of Reference (GTORs)*. The Bidder further certifies that when bidding on future SA RFPs, it will only propose individuals that have the language capability necessary to satisfy specific SA RFP requirements.

9. EDUCATION AND EXPERIENCE

The Bidder certifies that all the information provided in TECH-4A, TECH-4B and supporting material submitted with its proposal in response to this RFSa or any subsequent SA RFP, particularly information that pertains to education achievements, experience and work history, have been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that Proposed Individuals presented by the Bidder in response to this RFSa are capable of satisfactorily providing the services described in *Part I - Section 4: Generic Terms of Reference*. In addition, the Bidder certifies that when bidding on future SA RFPs, it will only propose individuals that are capable of satisfactorily providing the services described in the SA RFP.

10. FORMER CANADIAN PUBLIC SERVANT CERTIFICATION

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, Bidders must provide the information required below and certify that it is accurate and complete.

Definitions

For the purposes of this certification,

"former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"fee abatement formula" means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the Consultant is a former public servant in receipt of a pension paid under the Public Service Superannuation Act.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above?

YES () **NO** ()

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES** () **NO** ()

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Applicable Taxes.

By completing this certification, the Bidder agrees that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on DFATD's website as part of the published proactive disclosure reports in accordance with Treasury Board's Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

**FORM TECH- 4
PROPOSED INDIVIDUALS**

FORM TECH-4A

CURRICULUM VITAE FOR PROPOSED INDIVIDUAL

Guidance to Bidders:

TECH-4A is limited to six (6) pages. The information below will be used to evaluate Mandatory and Rated Criteria of this RFSA. The information provided in this Form will also be used to identify and select Supply Arrangement holders for Contracts under the resulting Supply Arrangement.

General Information regarding Proposed Individual

Name of Proposed Individual:

Citizenship:

Location (city, country):

Sector:

Languages

Language Proficiencies:

Bidders should indicate if the Proposed Individual is willing to provide Technical Services in each language listed.

Description of Proficiency Ratings are available at http://www.international.gc.ca/ifait-iaeci/test_levels-niveaux.aspx?lang=eng

	Willingness to work in language	Proficiency Ratings		
		Oral	Reading	Writing
English (yes/no)				
French (yes/no)				
Others (yes/no)				

Former Canadian Public Servant

Former Canadian Public Servant (FPS) Status:

Is (will) the Proposed Individual (be) a Former Canadian Public Servant (FCPS) in receipt of a government pension and/or the beneficiary of a buy-out lump sum payment?

Academic Qualifications and Professional Development (Criterion M 1 and Sub-criterion R 1.1)	
Education :	<i>For each degree/diploma, indicate the degree/diploma title, area of study, the Institution, and conferred month and Year</i>
Professional development:	
Professional Certification, fellowship, research grant awarded:	<i>For each document, indicate document title, the institution and award date.</i>
Training received (duration of at least three (3) days):	<i>For each training, indicate training title, institution and period of training in terms of days.</i>
Publication authored or co-authored:	<i>For each publication, indicate the publication title, the publisher and the publication date.</i>
Sectoral Experience (Criteria M 2, M 3, and Criterion R 2)	
<p><i>Note: The Bidder should use the following format to present each Technical Services assignment (during the last 15 years) in reverse chronological order.</i></p> <p><i>When the assignment comprises of the provision of Technical Services and other services (such as project monitoring and evaluation services), the Bidder is requested to indicate the level of effort dedicated for the provision of Technical Services. Otherwise, DFATD will not consider the assignment in the evaluation.</i></p>	
Assignment title:	
Assignment start date / completion date:	Level of effort: <i>Indicate number of Days for the provision of Technical Services</i>
Related Sector:	In Developing Country(ies) Level of effort: <i>If so, indicate number of Days worked in the country</i>
Position/role of Proposed Individual:	Employer:
Assignment's funding agency:	Reference: <i>Name and E-mail Address or Phone number</i>
Description of the Proposed Individual's roles and responsibilities in the Assignment:	
<p><i>(a) Demonstrate that the assignment constitutes sectoral experience providing Technical Services.</i></p> <p><i>(b) Demonstrate that the assignment constitutes sectoral experience providing Technical Services in international development</i></p> <p><i>(c) Demonstrate, if applicable, that all or part of the assignment constitutes sectoral experience working in-country, in a developing country, providing Technical Services (if applicable, indicate country/start date/completion date of in-country work)</i></p> <p><i>(d) Demonstrate the Proposed Individual's experience with stakeholders in the context of this assignment.</i></p>	

**FORM TECH- 4B
DEMONSTRATION OF PROPOSED INDIVIDUAL’S CAPABILITIES**

Guidance to Bidders:

TECH-4B is limited to two (2) pages per assignment. The information below will be used to evaluate Rated Technical Criterion 3.

Note: The Bidder should clearly demonstrate how the proposed individual meets the elements listed in the “Description of the methodology used by the Proposed Individual in carrying out the type of activity” section below.

The Bidder should use the elements as headers and then write one or two paragraphs for each element demonstrating in clear and precise detail how the Proposed Individual meets all elements.

Name of Proposed Individual:

Related Sector:

Type of activity described (check one):

- Strategic research, analysis and advice; or
- Feasibility and scoping studies; or
- Project/program design and planning (including Results Based Management or equivalent); or
- Development of Tools/Guidelines, Training & Capacity Development; or
- Institutional performance assessment, reform and relationship building.

Assignment title:

Level of effort (in Days):

Assignment start date / completion date:
(yyyy-mm-dd) – (yyyy-mm-dd)

Position/role of Proposed Individual:

Name of employer:

Reference:

Description of the methodology used by the Proposed Individual in carrying out the type of activity:

- [a] work planning, information gathering strategy;*
- [b] ensuring quality of deliverables;*
- [c] integration of relevant cross-cutting themes (“cross-cutting themes” refers to advancing gender equality, increasing environmental sustainability and strengthening governance);*
- [d] stakeholder engagement;*
- [e] applying lessons learned and integrating international best practices in an international development context.*

FORM TECH- 4C
COMMITMENT TO PARTICIPATE IN RFSA

Guidance to Bidders:

A copy of TECH-4C is requested to be completed and signed by each Proposed Individual who is presented by the Bidder in its Proposal.

1 REFERENCE

Bidder's name:	Sector of Proposal:
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2 PROPOSED INDIVIDUAL'S GENERAL INFORMATION

Family name:	Given name:
Address:	

3 DECLARATION OF PROPOSED INDIVIDUAL

I certify that I consent to a TECH-4A and TECH-4B being submitted by the Bidder on my behalf in response to this RFSA.

Name (print or type):	
Signature	Date

Section 3: Financial Proposal - Standard Forms

FORM FIN-1

CEILING FEES

Guidance to Bidders:

For each Proposed Individual, the Bidder must propose an all-inclusive daily Ceiling Fee in Canadian currency (CAD), in accordance with the pricing basis described at ITB 10.2.

SECTOR:	<i>Indicate sector</i>
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PROPOSED INDIVIDUAL(S)	CEILING FEE (CAD, EXCLUDING TAXES)
<i>List Proposed Individual(s)</i>	<i>Indicate corresponding Ceiling Fee(s)</i>

Section 4: Generic Terms of Reference (GTORs)

1. Background

The Department of Foreign Affairs, Trade and Development (DFATD) is Canada's lead department for development assistance. DFATD's aim is to manage Canada's support and resources effectively and accountably to achieve meaningful, sustainable results and to engage in policy development in Canada and internationally, enabling Canada's effort to realize its development objectives.

DFATD achieves development results through its institutional relationships, programs and projects around the world by working:

- with our multilateral and global partners;
- through partnerships with Canadians; and,
- directly in developing countries through geographic programs that are in line with the countries' poverty reduction plans and priorities.

In order to effectively and efficiently deliver its different programs and projects, DFATD uses the services of consultants to provide expert technical services in a variety of sectors and sub-sectors at the policy, program and project level.

2. Objective

DFATD requires the services of consultants to provide expert technical services and to undertake diverse tasks in order to ensure the effective and efficient results-based management of DFATD's projects/programs, with the ultimate goal of contributing to better development results.

The objective of establishing the Supply Arrangement (SA) is to establish a framework with the Consultant for the provision of services, which will be specified in individual solicitations and Contracts falling within the scope of these GTORs.

3. Description of Sectors and Services

The following Sectors will be covered under this SA framework. DFATD may in the future, establish SAs to cover other sectors in support of its developmental objectives:

3.1 Description of Sectors and Sub-sectors

SECTOR 1: PUBLIC FINANCIAL MANAGEMENT

Public financial management (PFM) refers to the laws, systems, processes and institutions by which public financial resources (revenues, expenditures and debt) are planned, managed and controlled effectively, efficiently and transparently. Sound PFM laws, systems, processes and institutions underpin fiscal and macro-economic stability, foster a stable and competitive investment climate for sustainable economic growth, guide the allocation of public funds to national priorities, ensure public services are equitably and efficiently delivered and facilitate transparency and scrutiny.

Sub-sector 1.1: Public Expenditure Management: Includes legal, regulatory and policy frameworks, strategic planning, multi-year fiscal planning, budget preparation and execution, accounting and reporting, PFM reform processes, intergovernmental finance, fiscal decentralisation, treasury management and financial management information systems, internal control and auditing systems and procedures, International Financial Reporting Standards (IFRS), International Public Sector Accounting Standards (IPSAS).

Sub-sector 1.2: Public Procurement: Includes legal, regulatory and policy frameworks, organization and functions of procurement entities, procurement planning, procurement process management, procurement record keeping, support and control systems, procurement auditing and asset management.

Sub-sector 1.3: Public Revenue Mobilization and Management: Includes legal, regulatory and policy frameworks, domestic resource mobilization (DRM), tax collection, tax management and tax reporting, tax au-

ding, taxation systems and administration, non-tax revenues and revenue management in the extractive sector, transfer pricing.

Sub-sector 1.4: Public External Auditing & External Oversight: Includes legal, regulatory and policy frameworks, organization and functions of external auditing entities, external auditing systems and procedures, oversight and scrutiny of public finances, International Standards on Auditing (ISA), International Standards of Supreme Audit Institutions (ISSAI).

SECTOR 2: GOVERNANCE

Governance encompasses the rules, institutions and processes, through which people, organizations and governments work toward common objectives, make decisions, generate legitimate authority and power, and promote and protect human rights including the rights and protection of children and youth. Ultimately, effective governance is about how the state, individuals and civil society interact to effect change, allocate resources and make decisions.

Sub-Sector 2.1: Legal and judicial reform: Includes drafting and implementation of legislative and regulatory frameworks; judicial and court reform; training of judges and court officers; commercial contract law and commercial courts; support to law enforcement institutions; promotion and protection of human rights; public legal education and legal aid; development of legal professionals; access to justice, particularly for poor and marginalized communities including women children and youth.

Sub-Sector 2.2: Public sector policy and administrative management: Includes core public sector management systems and capacities (policy-making and management; coordination, planning and reform, human resource management, organizational development, civil service reform, development planning, monitoring and evaluation, service delivery, anti-corruption measures).

Sub-Sector 2.3: Decentralisation and local government: Includes decentralization processes (including political, administrative and fiscal dimensions); intergovernmental relations; fiscal formulas and arrangements, strengthening of regional and local government units in planning, management, delivery of services and development resources; capacity development of regional and local authorities; decentralization of sector management and services; accountability mechanisms and participatory approaches for local government engagement with civil society.

Sub-Sector 2.4: Participatory engagement and civil society: Includes civil society development, enabling environment for civil society, representation and advocacy; civil society monitoring and engagement in holding governments to account; civic education; inclusive development, participatory approaches to civil society engagement in development and interaction in the public sphere.

SECTOR 3: AGRICULTURE AND FOOD SECURITY

Agriculture and Food Security encompasses animal and plant production for food and industrial uses starting with good production practices, harvesting, cleaning, sorting, packaging, grading, storing, shipment of raw and or semi-processed products to market. It also covers the provision of technical advice and services to producers as well as the development of production and service co-operatives. Agricultural policy development as well as services such as phyto-sanitary food inspection systems, grading systems, financial and agricultural insurance systems are all part of agriculture and food security.

Sub-Sector 3.1: Agronomy, Livestock husbandry and Agroforestry: Includes agronomic and agroforestry production practices of staple field crops including food grains (e.g. rice, corn, sorghum, millet, pulses, wheat, barley, etc.) and oilseeds (e.g. sunflower, peanuts, canola, etc.), horticulture (e.g. vegetable, field fruits, herbs, mushrooms, orchards, etc.), and agro-forestry systems (e.g. tree fruits, nuts, coffee, cocoa, etc., including timber and non-timber forest products). It includes livestock husbandry activities, including animal genetics and breeding, animal health (including medicine and vaccinations), herd management, and animal feed. The sub-sector includes practices related to the control of abiotic (soil, water & nutrients) and biotic (genetic, pests, labour) environment of agro-ecosystems or livestock systems, production of planting material as well as harvesting, slaughtering and pre-farm gate processing and storage practices.

Sub-Sector 3.2: Agricultural Extension and Advisory Services: Includes provision and capacity building of public and private agricultural extension and rural advisory services, and includes informal and formal training & education, capacity building, demonstration and transfer of knowledge using means that are most appropriate to their circumstances (illiterate, women, ability to travel, etc.).

Sub-Sector 3.3: Co-operative Development: Includes establishment and development of various types of co-ops such as production co-ops, service co-ops or marketing co-ops, and includes the capacity development and training of the members to administer and manage the co-operative.

Sub-Sector 3.4: Post-Harvest/ Farm gate to Market: Includes parts of the agricultural value chain from post-farm gate to the end market seller. It includes post-harvest collection, cleaning, grading, primary processing (e.g. drying, shelling, pickling, butchering etc.), transformation processing, packaging for transportation, and market development.

Sub-sector 3.5: Agricultural Policy and Services: Includes development of the enabling policy to promote agricultural production and growth, development of competitive agricultural financial and insurance services, tertiary processing, agricultural trade, sanitary and phyto-sanitary services, food safety inspection systems and food traceability for agri-food value chains.

3.2 Scope of Work:

The Consultant under SA will be required to provide the services of Qualified Individuals and ensure quality of services and deliverables, as detailed in individual resulting Contracts.

For all Sectors and Sub-sectors described in paragraph 3.1 of these GTORs, Qualified Individuals may be responsible for activities related, but not limited to:

- A) Strategic research, analysis and advice;
- B) Feasibility and scoping studies;
- C) Assisting with project or program design and planning;
- D) Development of tools and guidelines, training and capacity development;
- E) Institutional performance assessment, reform & relationship building.

When delivering these technical services, the Consultant will ensure that DFATD's cross-cutting themes are taken into account. For the purpose of these GTORs, "DFATD's cross-cutting themes" refers to advancing gender equality, increasing environmental sustainability and strengthening governance.

3.3 General Description of Activities

The activities of the Qualified Individuals may include, but are not limited to the following:

A) Strategic Research, Analysis and Advice

- participate in the preparation and/or assessment of policy documents, corporate strategies, country programming frameworks, country strategies, Sector strategies and institutional strategies, and ensure the integration of a results-based approach, where relevant;
- Undertake background research and analysis and provide advice on specific topics, including Sectors, Sub-sectors, themes, best practices, lessons learned, emerging trends and knowledge of the work of leading organizations;
- Carry out analyses and make recommendations on policy and programming options;
- Assess, analyse and make recommendations on the integration of DFATD's cross-cutting themes into DFATD's development/operational policies;
- Provide analyses and comments on documents produced by partners and other stakeholders, including Sector and institutional strategies and programming frameworks;

- Prepare or analyse due diligence and risk assessments;
- Provide advice and support in planning and holding stakeholder consultations;
- Prepare oral reports, written reports, briefing notes and talking points on specific issues related to DFATD policies, programming, strategies and frameworks.

B) Feasibility and Scoping Studies

- Prepare and/or assist with Sector and Sub-sector feasibility studies and scoping for programming possibilities, including leading or taking part in field missions to carry out research and analysis for feasibility studies and scoping;
- Assess, analyse and make recommendations on the integration of DFATD's crosscutting themes into feasibility and scoping studies;
- Undertake research and analysis, including context analysis, political economy analysis and/or peace, conflict and fragility assessment in a specific country or region;
- Organize and partake in consultations/interviews with country level stakeholders to assess the political and economic incentives which impact on the feasibility of working in the country context within a specific Sector, Sub-sector; includes planning and facilitating multi-stakeholder consultations if needed;
- Assess the needs and priorities of developing country partner, countries, region or institution vis-à-vis development policies and thematic priorities of Canada, and the position of Canada in relation to that of other key donors;
- Assess results achieved by international assistance efforts (of Canada, other donors, multilateral agencies and emerging donors) to date in the developing country partner (may be multiple countries or a region) including lessons learned and practices that proven a "good fit" for the context;
- Conceptualize the most appropriate approach for support in the Sector or Sub-sector for support, including most appropriate local partners, and appropriate types of programming in a given developing country partner, countries, or regions;
- Prepare oral reports, written reports, briefing notes and talking points, which include high-quality analysis and recommendations to advise DFATD on the feasibility and/or options of investing in Sector or Sub-sector in a developing partner country, countries, or regions;
- Provide analyses and comments on documents produced by partners and other stakeholders, which are pertinent to the feasibility of investing in the Sector or Sub-sector in a developing partner country, countries, or regions

C) Project/Program Design and Planning

- Undertake research, diagnoses, assessments and information gathering, including sex-disaggregated baseline data, related to project/program design;
- Participate in field missions to plan and carry out project/program design and planning;
- Participate in consultations with stakeholders, including planning and facilitating multi-stakeholder consultations, and advise on participatory approaches in the planning process;
- Analyse and advise on DFATD's potential partners' institutional capacity related to project/program design, planning and implementation, management for results, and DFATD's cross-cutting themes;
- Organise and facilitate results-based project design workshops or working sessions with the DFATD team and stakeholders;
- Assist in the preparation of option papers, concept papers and project approval documents, including the development of project logic models (LM) and LM narratives, performance management frameworks

(PMF) and PMF narratives, monitoring plans, risk registers, management plans and terms of reference, in accordance with DFATD's results-based management methodology, terminology and tools;

- Assess, analyse and make recommendations on the integration of DFATD's crosscutting themes into project/program design and planning documents;
- Provide analyses and comments on documents produced by partners and other stakeholders, including project/program proposals;
- Prepare oral reports, written reports, briefing notes and talking points on specific issues related to the design and planning of DFATD projects and programs.

D) Development of Tools/Guidelines, Training & Capacity Development

- Assess the training and capacity development needs (institutional and individual) of DFATD, partners and stakeholders regarding the Sector or organisation and the integration of DFATD's cross-cutting themes;
- Research and assess needs for Sector and Sub-sector tools and guidelines, assess existing tools and guidelines, and the integration of DFATD's cross-cutting themes;
- Prepare or assist in the preparation and/or assessment of capacity building and institutional strengthening strategies and initiatives;
- Assist in the identification, selection, and establishment of links with institutions/organizations in recipient countries, Canada and elsewhere to deliver training, coaching programs, and information sessions;
- Prepare or assist in the design and development of Sector-specific tools, guidelines, material for training, coaching programs, and/or information sessions in accordance with DFATD policy, format, methodology and content requirements;
- Lead or take part in delivering training, coaching programs, information sessions, and/or technical assistance to DFATD's partners in recipient countries, Canada and elsewhere;
- Assess, analyse and make recommendations on the integration of DFATD's cross-cutting themes and results-based management into the development of tools and guidelines, training and coaching programs and capacity development plans and initiatives;
- Research, analyse and make recommendations on Canadian and international sectoral trends and best practices to develop and enhance tools, guidelines, training, coaching and capacity building;
- Assist in the organisation and facilitation of knowledge-sharing events and policy dialogue events;
- Prepare oral reports, written reports, briefing notes and talking points on specific issues related to the development of tools and guidelines, training and capacity development;

E) Institutional Performance Assessment, Reform and Relationship Building

- Assess and analyse institutional performance and development results reports;
- Provide advice and support in organisational change management and institutional reform;
- Prepare or analyse institutional Due Diligence and Fiduciary Risk assessments in accordance with DFATD policy, format, methodology and content requirements;
- Assess and analyse DFATD's relationships with institutional partners;
- Assess and provide support in institutional oversight practices/systems such as budget (program versus administrative costs), financial reports (financial statements, audits and internal controls) and human resources management;

- Provide advice and support in corporate governance issues such as institutional Board roles and responsibilities, decision making processes, guidelines and structures;
- Prepare oral reports, written reports, briefing notes and talking points on specific issues related to the institutional performance assessment and relationship building

4. Role and Responsibilities

4.1 The Consultant

The Consultant is responsible to deliver the services required and authorized by the Technical Authority, following issuance of a Contract. The Consultant will be subject to the terms of such Contract(s), including the timelines, expected results, performance indicators and deliverables detailed in the Contract.

While the Qualified Individuals will work collaboratively with project/program partners and stakeholders¹, providing timely and constructive technical services to all parties, he/she will provide deliverables to the Technical Authority.

4.2 DFATD Technical Authority (TA):

DFATD is responsible for:

- Issuing solicitations and Contracts to the Consultant detailing the specific services, deliverables, timelines and language requirements, approval of work plans, missions and travel, and deliverables;
- Reviewing and approving reports on the completion of services and deliverables against an approved work plan and performance indicators;
- Monitoring for technical quality assurance purposes;
- Communicating/disseminating key documents to the Consultant related to the project/program and DFATD policies, programming approaches and processes, regulatory or reporting requirements;
- Supporting knowledge sharing activities with communities of practice and sectoral and thematic teams.

5. Place of Work

The work will be performed primarily from the Consultant's office but he/she may be required to travel to DFATD headquarters or one or more countries/regions in the world where DFATD has projects/programs or where multilateral organizations are located, as specified in each Contract.

6. Deliverables

Deliverables will be specified in the Specific Terms of Reference for each Contract, which may include, but not limited to:

- Consultant's work plan, schedule and budget;
- Advice and analyses of context, Sector, and expected results; and,
- Narrative, financial and any other ad hoc reports as requested by DFATD Technical Authority

¹ Stakeholders in this context are defined as: Governmental organizations (all levels, including intergovernmental organizations), donor agencies, multilateral development institutions, non-governmental organisations and private sector firms.

7. Language of work

Canada's official working languages are English and French. The Qualified Individuals must have at a minimum the following level of proficiency in English or French (as described at http://www.international.gc.ca/ifait-iaeci/test_levels-niveaux.aspx):

English or French:	Oral:	4
	Reading:	4
	Writing:	4

Additional language requirements may be further specified in the Specific Terms of Reference of each Contract, according to specific project/program needs.

Section 5: Evaluation Criteria

GUIDANCE TO BIDDERS

GENERAL INSTRUCTIONS (FOR ALL SECTORS):

Definitions:

For the purpose of this evaluation grid, the following definitions apply:

- (a) **“Assignment”**: a mandate with specific duties, deliverables and specific period, which involved a level of effort of at least twenty (20) Days on the part of the Proposed Individual. An Assignment can be part of a full-time job.
- (b) **“At least”** or **“minimum”**: the minimal expectation for a requirement. No points will be given if the minimal expectation is not demonstrated.
- (c) **“Developing country”**: a country that is eligible for development assistance according to the Development Assistance Committee of the Organisation for Economic Co-operation and Development (OECD-DAC). Countries that are currently considered to be developing countries are listed in <http://www.oecd.org/dac/stats/daclist.htm>. Countries that were formerly, but are not currently on the DAC list will be deemed to be developing countries if they were on the OECD-DAC list at the time the work was performed (<http://www.oecd.org/dac/stats/daclist.htm>). The onus is on the Bidder to identify when this situation applies to the cited experience.
- (d) **“International development”**: a mandate with the ultimate aim of reducing poverty and improving the well-being of people living in a developing country.
- (e) **“Professional Certification”**: mean a designation earned by an individual identifying that they have demonstrated a standard level of skills, experience, and expertise within their field.
- (f) **“Sector”**: a field described in paragraph 3.1 *Description of Sectors and Sub-Sectors of Part I, Section 4: Generic Terms of Reference*. “Sectoral experience” refers to experience in the Sector for which the individual is proposed.
- (g) **“Technical Services”** work where the Proposed Individual is directly responsible for the provision of subject matter expertise. Management or project management roles that do not require the direct provision of subject matter expertise are not considered “technical services”. Project monitoring and evaluation assignments are considered, if and only if, they include provision of technical services and the Bidder provides the level of effort and description associated to the technical services.

Use of Forms: For each Proposed Individual, Bidders should submit forms TECH-4A ‘Curriculum Vitae (CV) for Proposed Individual’ and TECH-4B ‘Demonstration of Proposed Individual’s Capabilities’. Forms TECH-4A and Tech 4B should clearly identify the Sector for which an individual is proposed.

The information in form TECH-4A will be used to assess the mandatory technical criteria, as well as Criterion 1 and Criterion 2 of the rated technical criteria. The information in TECH-4B will be used to assess Criterion 3 of the rated technical criteria.

Content of Proposals: Where a criterion or sub-criterion specifies a timeframe (e.g. “within the last fifteen (15) years”), the RFSa Closing Date is the point of reference. Experience acquired before the specified timeframe will not be considered. Where an Assignment is on-going and partially completed, only the portion of work performed within the specified timeframe will be considered. The Bidder is requested to provide the level of efforts in Days performed within the timeframe.

Example: Assuming the RFSA Closing Date is June 15, 2015 and that the experience should be within the last 15 years (i.e. only the work done between June 15, 2000 and June 15, 2015 will be considered).

Scenario 1:

- Assignment started on January 1, 2000 and completed on November 31, 2000;
- The total level of effort for the Assignment was 100 Days; and
- 23 Days were performed after June 15, 2000.

In above scenario 1, in order to be evaluated, the Bidder should clearly indicate **23 Days performed after June 15, 2000** in TECH-4A or TECH-4B.

Scenario 2:

- Assignment started on March 1, 2015 and completed on November 31, 2015;
- The total level of effort for the Assignment was 50 Days; and
- 35 Days were performed up to June 15, 2015.

In above scenario 2, in order to be evaluated, the Bidder should clearly indicate **35 Days performed up to June 15, 2015** in TECH-4A or TECH-4B.

Bidders should provide a reference (name, title, telephone number and email address) for each experience or Assignment used to respond to a criterion or sub-criterion.

Criteria	Mandatory Technical Criteria	Compliance (Yes or No)
Criterion M1	Education (All Sectors) The Bidder's Proposed Individual must have at least a Bachelor's degree from a recognised university.	
Criterion M2	Sectoral Experience (All Sectors) Using form TECH-4A, the Bidder must demonstrate that the Proposed Individual has a minimum of one thousand (1,000) cumulative Days of sectoral experience providing Technical Services in the last fifteen (15) years.	
Criterion M3	Sectoral Experience in International Development Using form TECH-4A, the Bidder must demonstrate that the Proposed Individual has a minimum of four hundred and fifty (450) cumulative Days of sectoral experience providing Technical Services in international development in the last fifteen (15) years.	
Criteria	Rated Technical Criteria	Score
Criterion 1	Academic and Professional Qualifications	
Sub-Criterion R 1.1	Using form TECH-4A, the Bidder should demonstrate that the Proposed Individual has academic and professional qualifications in a field related to the Sector. Scoring (up to 70 points): A) <i>Highest level of education achieved at a recognised university in a field related to the Sector (non-cumulative):</i> <ul style="list-style-type: none"> • Bachelor's degree = 35 points; • Multiple Bachelor's degrees = 40 points; • Master's degree or equivalent graduate degree = 45 points; 	/50

	<ul style="list-style-type: none"> Ph.D. = 50 points. 	
	<p><i>B) Professional development in a field related to the Sector (up to 20 points):</i></p> <ul style="list-style-type: none"> i) 5 points per Professional Certification, fellowship, research grant awarded to the Proposed Individual or to a team he/she was part of, up to a maximum 10 points; ii) 2 points per training received (duration of at least three (3) days), publication authored or co-authored by the Proposed Individual in a recognised publication, up to a maximum 10 points. 	/20
TOTAL POINTS FOR CRITERION 1		/70
Criterion 2	Sectorial Experience	
Sub-criterion R 2.1	<p>Sectoral experience providing Technical Services: Using form TECH-4A, the Bidder should demonstrate that the Proposed Individual has sectoral experience providing Technical Services in the last fifteen (15) years.</p> <p>Scoring (up to 125 points):</p> <ul style="list-style-type: none"> Over 1,000 cumulative Days, but less than 1,500 cumulative Days: 75 points; 1,500 cumulative Days or more, but less than 2,000 cumulative Days: 100 points; and 2,000 cumulative Days or more: 125 points. 	/125
Sub-criterion R 2.2	<p>Using form TECH-4A, the Bidder should demonstrate that the Proposed Individual has sectoral experience providing Technical Services in international development in the last fifteen (15) years.</p> <p>Scoring (up to 60 points):</p> <ul style="list-style-type: none"> Over 450 cumulative Days, but less than 600 cumulative Days: 36 points; 600 cumulative Days or more, but less than 900 cumulative Days: 50 points; and 900 cumulative Days or more: 60 points. 	/60
Sub-criterion R 2.3	<p>In Developing country sectoral experience: Using form TECH-4A, the Bidder should demonstrate that the Proposed Individual has sectoral experience working in-country, in a developing country, providing Technical Services in the last fifteen (15) years.</p> <p>Scoring (up to 40 points):</p> <ul style="list-style-type: none"> At least 60 cumulative days, but less than 240 cumulative days: 10 points; 240 cumulative days or more, but less than 480 cumulative days: 25 points; 480 cumulative days or more: 40 points. 	/40
Sub-criterion R 2.4	<p>Sectoral stakeholder experience: Using form TECH-4A, the Bidder should demonstrate the Proposed Individual's experience with at least three (3) types of stakeholders in the context of sectoral Technical Services Assignments in the last fifteen (15) years.</p> <p>For the purpose of this sub-criterion, "experience with a stakehold-</p>	/25

	<p>er” means that the Proposed Individual:</p> <ul style="list-style-type: none"> • worked directly for the stakeholder as an employee OR on an Assignment funded by the stakeholder; OR • had a direct working relationship with the stakeholder. <p>Simply identifying stakeholders without supporting information could result in a score of zero (0) for this sub-criterion.</p> <p>DFATD will consider the following types of stakeholders:</p> <ul style="list-style-type: none"> • Donor agencies (organizations that are part of a government that oversee or administer the financing of international development projects and programs); • Governmental organizations (organizations that are part of a government, other than donor agencies; at all levels, including inter-governmental organizations); • Multilateral development institutions (organizations formed between nations to work on issues that relate to all of the countries in the organization, such as the ones listed at http://int.acdi-cida.gc.ca/acdi-cida/acdi-cida.nsf/eng/JUD-3692051-JU4; • Non-governmental organizations (organizations that are not part of a government, that operate not-for-profit, and that pursue social aims); and • Private sector firms (organizations that are not part of a government and operate for profit). <p>Scoring (up to 25 points):</p> <ul style="list-style-type: none"> • Experience with 3 types of stakeholders: 10 points; • Experience with 4 types of stakeholders: 18 points; and • Experience with 5 types of stakeholders: 25 points. 	
TOTAL POINTS FOR CRITERION 2		/250
Criterion 3	Demonstrated Capabilities	
Sub-criterion R 3.1	<p>Using form TECH-4B, the Bidder should describe three (3) distinct Technical Services sectoral Assignments in the last fifteen (15) years to demonstrate that the Proposed Individual provided at least two (2) out of the five (5) following types of activities:</p> <ol style="list-style-type: none"> 1. Strategic research, analysis and advice; 2. Feasibility and scoping studies ; 3. Project/program design and planning (including Results Based Management or equivalent); 4. Development of Tools/Guidelines, Training & Capacity Development; 5. Institutional performance assessment, reform and relationship building. <p>A) The Bidder should describe only one (1) type of activity of the listed activities above, per Assignment.</p> <p>B) For each Assignment, the Bidder should describe the methodology used by the Proposed Individual in carrying out the type of activity based on the following five (5) elements:</p>	

	<ul style="list-style-type: none"> i. work planning, information gathering strategy; ii. ensuring quality of deliverables; iii. integration of relevant cross-cutting themes* (“cross-cutting themes” refers to ‘advancing gender equality’, ‘increasing environmental sustainability’ and ‘strengthening governance’); iv. stakeholder engagement; and v. applying lessons learned and integrating international best practices in an international development context. <p>* For Bidders who submit proposals for Sector 2: Governance, Bidders are required to demonstrate integration of the other two cross cutting themes only. For example, Bidders submitting bids for Governance are required to demonstrate the integration of environment and gender equality cross-cutting themes.</p> <p>Scoring:</p> <ul style="list-style-type: none"> • Points will be allocated based on the five elements listed in B). For each element, the Bidder will be allocated up to 12 points as follow: • Inadequate description (i.e. no demonstration that the Proposed Individual carried out the element related to the type of activities): 0 points; • Basic description (i.e. minimal demonstration that the Proposed Individual carried out the element related to the type of activities): 5 points; • Good description (i.e. satisfactory demonstration that the Proposed Individual carried out the element related to the type of activities): 9 points; • Excellent description (i.e. strong demonstration that the Proposed Individual carried out the element related to the type of activities): 12 points. <p>Notes:</p> <p>If the Assignment does not align with the indicated type of activities, described in paragraph 3.2 of the Section 4 “Generic Terms of Reference” it will not be rated.</p> <p>If the same type of activity is demonstrated in more than two Assignments, only the first two (2) Assignments will be rated in the order of presentation.</p> <p>If the same Assignment is presented for different types of activity, DFATD will only evaluate the first Assignment in the order of presentation.</p> <p>If more than one (1) type of activity is described per Assignment, DFATD will only consider the first type of activity in the order of</p>	<p style="text-align: center;"><i>60/ per Assignment</i></p>
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	presentation. If the Bidder submits more than three (3) Assignments, DFATD will only consider the first three (3) in the order of presentation.	
TOTAL POINTS FOR CRITERION 3		/180
MAXIMUM TOTAL POINTS FOR RATED TECHNICAL CRITERIA		/500

PART II: STANDARD FORM OF SUPPLY ARRANGEMENT

SUPPLY ARRANGEMENT (SA)

SA Number : *[Insert SA Number]*

For the provision of Technical Services in *[Insert Sector]*

in support of

**Canadian International Development Assistance Projects and
Programs**

**Department of Foreign Affairs, Trade and Development
(DFATD)**



This SUPPLY ARRANGEMENT (hereinafter referred to as the “SA”) is signed between, Her Majesty the Queen in right of Canada herein represented by the Minister for International Development, acting through the Department of Foreign Affairs, Trade and Development (hereinafter collectively referred to as “DFATD”) and, *[name of SA Holder]* (hereinafter referred to as the “SA Holder”).

[Or, should the SA Holder be a consortium or joint venture, use the following]

This SUPPLY ARRANGEMENT (hereinafter referred to as the “SA”) is signed between, Her Majesty the Queen in right of Canada herein represented by the Minister for International Development, acting through the Department of Foreign Affairs, Trade and Development (hereinafter collectively referred to as “DFATD”) and, a joint venture or consortium consisting of the following persons or entities, namely, *[name of SA Holder]* and *[name of SA Holder]* (hereinafter referred to as the “SA Holder”).

The following sections form an integral part of this SA:

- Section 1: General Information;
- Section 2: Instructions to Bidders for Supply Arrangement Request for Proposals (ITB SA RFP);
- Section 3: General Conditions (GC) of Contract.

Section 1: General Information

1 DEFINITIONS

1.1 Definitions

1.1.1 The following definitions apply to Section I. Terms and Conditions of the SA:

- (a) “**Applicable Taxes**” means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, as of April 1, 2013, the Quebec Sales Tax (QST).
- (b) “**Ceiling Fee**” means the maximum all-inclusive daily Fee that the SA Holder is allowed to charge for the services of a Qualified Individual.
- (c) “**Contract**” means a legally binding agreement awarded against an SA Holder’s SA following a SA RFP for the provision of consulting and professional services described in such Contract’s STORs.
- (d) “**Day**” means calendar day, unless otherwise specified.
- (e) “**DFATD**” means the Department of Foreign Affairs, Trade and Development.
- (f) “**DFATD SA Authority**” means the DFATD officer who is responsible for the administration of the SA.
- (g) “**Fee**” means an all-inclusive firm daily rate, which can be specifically identified and measured as having been incurred or to be incurred in the performance of a Contract.
- (h) “**Financial Evaluation Threshold**” or “**Financial Threshold**” means the maximum value of Ceiling Fees acceptable to DFATD for a given Sector.
- (i) “**Generic Terms of Reference**” or “**GTORs**” means the document at subsection 7 - Generic Terms of Reference (GTORs), containing the generic description of the consulting and professional services that may be required under the SA.
- (j) “**GETS**” means Canada’s Government Electronic Tendering Service (<https://buyandsell.gc.ca/>).
- (k) “**Her Majesty**” or “**Government of Canada**” means Her Majesty the Queen in right of Canada.
- (l) “**Member**” means any of the persons or entities that make up a consortium or joint venture and “**Members**” means all these entities.
- (m) “**Member in Charge**” is the Member authorized to act on behalf of all other Members as the point of contact for DFATD with regards to this SA. Any communication between DFATD and the Member in Charge is deemed to be communication between DFATD and all other Members.
- (n) “**Place of Business**” means the establishment where the SA Holder conducts activities on a permanent basis that is clearly identified by name and is accessible during normal working hours.
- (o) “**Proposal**” means the technical and financial proposal submitted by an SA Holder in response to a particular SA RFP conducted by DFATD.
- (p) “**Qualified Individual**” means an individual qualified under the SA for the provision of consulting and professional services in the Sector.
- (q) “**Sector**” means the field specified on the first page of the SA and further de-

scribed in sub-section 7 - Generic Terms of Reference (GTORs) of this SA.

- (r) **“Solicitation Process”** means a contracting process conducted by DFATD to award a Contract to an SA Holder for a specific service requirement.
- (s) **“Specific Terms of Reference”** or **“STORs”** means the document describing the specific services to be performed under a Contract.
- (t) **“Sub-sector”** means a specialization within a Sector, as may be described in Section1 - Generic Terms of Reference (GTORs) of this SA.
- (u) **“Supply Arrangement”** or **“SA”** means this written, competitively established arrangement between DFATD and the SA Holder as a result of a Request for Supply Arrangements. An SA is not a contract for the provision of services and neither DFATD nor the SA Holder is legally bound as a result of signing the SA.
- (v) **“Supply Arrangement Holder”** or **“SA Holder”** means the person or entity (or, in the case of a consortium or joint venture, the Members) who successfully qualified one (1) or more Qualified Individuals as a result of a Request for Supply Arrangements and with whom DFATD enters into an SA.
- (w) **“Supply Arrangement Refresh”** or **“SA Refresh”** means the annual process to update SAs and qualify additional SA Holders.
- (x) **“Supply Arrangement Request for Proposals”** or **“SA RFP”** means the document sent by DFATD to SA Holders in the context of a solicitation process conducted by DFATD to award a Contract, which includes specific instructions and STORs applicable to the requirement.
- (y) **“Supply Arrangement Request for Proposal Closing Date”** or **“SA Closing Date”** means the date and time specified in an SA RFP, or any extension to this date, by which an SA Holder’s Proposal must be submitted to DFATD.
- (z) **“Technical Services”** means work directly providing subject matter expertise. Management or project management roles that do not require the direct provision of subject matter expertise are not considered “technical services”.

2 GENERAL PROVISIONS

- 2.1 Intent** 2.1.1 The intent of the SA is to establish a procurement framework with the SA Holder to permit the expeditious processing of legally binding Contracts for the procurement of services falling within the scope of the SA's Generic Terms of Reference (GTORS) set out in *sub-section 7* of this SA. No obligation to perform any work arises from the issuance of an SA. This SA is not a contract for the provision of services and neither DFATD nor the SA Holder is legally bound as a result of signing this SA alone.
- 2.2 Relationship Between DFATD and the SA Holder** 2.2.1 DFATD and the SA Holder agree that:
- a) The SA Holder accepts the provisions of this SA as they are, in their entirety;
 - b) DFATD's liability under this SA will be limited to that which arises from Contracts awarded under this SA;
 - c) Issuance of this SA does not oblige DFATD to conduct SA RFPs or to award Contracts or to spend any monies whatsoever;
 - d) DFATD reserves the right to issue SA RFPs to all or any number of SA Holders in accordance with the SA RFP process set out in paragraph 5.3 of this SA;
- 2.3 Notices and Addresses** 2.3.1 Where any notice, request, direction or other communication is required to be given or made by either DFATD or the SA Holder, it will be in writing and effective if delivered in person, by courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be addressed to the party for whom it is intended at the address specified in this paragraph. Any notice will be effective on the day it is received at that address. The address of either party may be changed by notice in the manner set out in this paragraph.
- 2.3.2 DFATD's address is:
- RFSA Administrator - SGC
Distribution and Mail Services - AAG
Lester B. Pearson Building
125 Sussex Drive
Ottawa, Ontario K1A 0G2 CANADA
E-mail: AMA-SA@international.gc.ca
- 2.3.3 The SA Holder's address is:
[insert SA Holder's address (including each Members' address in the case of a consortium or a joint venture)]
- 2.4 Authorities** 2.4.1 The DFATD SA Authority identified in this paragraph is responsible for all matters concerning the administration of the SA, including, but is not limited to, the interpretation of the provisions of the SA, the issuance of notices, and other related duties pertaining to the SA.
- DFATD SA Authority:
Department of Foreign Affairs, Trade and Development
Facsimile: **[TBD]**
E-mail: AMA-SA@international.gc.ca
- 2.4.2 The SA Holder designates the representative identified in this paragraph as the central point of contact for all matters pertaining to the SA. This person is responsible for the dissemination of information regarding the SA and any SA RFP within the

framework of the SA within its organisation or consortium. It is the SA Holder's full responsibility to ensure that the information related to its designated contact person remains up to date, and should inform the DFATD SA Authority of any changes in the manner set out in paragraph 2.3. In the case of a joint venture or consortium, a notice given to the representative identified in this paragraph will act as notice given to all members in the joint venture or consortium.

SA Holder representative

[TBC - name]

[TBC - title]

[TBC - address]

Telephone: [TBC]

Facsimile : [TBC]

Email: [TBC]

2.5 Certifications provided at the RFSA and SA Refresh

- 2.5.1 Ongoing compliance with the certifications provided by the SA Holder in its proposal at the time of the Request for Supply Arrangements (RFSAs) and SA Refresh is a condition of the SA and is subject to verification by DFATD during the entire period of the SA.
- 2.5.2 In the event that the SA Holder does not comply with any certification provided at the time of the RFSA or at the SA Refresh or that it is determined that any certification made by the SA Holder is untrue, whether made knowingly or unknowingly, DFATD has the right, pursuant to paragraph 3.2, to cancel the SA.

3. PERIOD, SUSPENSION, CANCELLATION, WITHDRAWAL AND ASSIGNMENT

3.1 Period of the SA

- 3.1.1 The effective date of the SA is the most recent date upon which the SA was signed on behalf of DFATD and the SA Holder.
- 3.1.2 This SA has no defined end-date and will remain valid until such time as DFATD cancels this SA pursuant to paragraph 3.2 or the SA Holder withdraws from the SA pursuant to paragraph 3.3.

3.2 Suspension and Cancellation

- 3.2.1 DFATD may cancel or suspend the SA or part of the SA by giving the SA Holder at least ten (10) days written notice of the cancellation or suspension.
- 3.2.2 Any such cancellation or suspension of the SA will not affect existing Contracts in place prior to the effective date of the cancellation or suspension.
- 3.2.3 DFATD will meet with the SA Holder within thirty (30) days after reported instances of any of the situations described in this paragraph. If, after meeting with the SA Holder, the situation is not improved within the next thirty (30) days, DFATD may, at its discretion, take a course of action described in 3.2.4.
 - a) Documented history of chronic poor or late Contract performance;
 - b) Documented history of chronic violation of any of the clauses, terms and conditions of the SA, SA RFPs or Contracts;
 - c) Documented history of chronic unavailability of a Qualified Individual(s) under SA;
 - d) Documented non-compliance by a Qualified Individual with any mandatory or minimum academic, professional, experience or capability qualifications established by DFATD for a Sector or Sub-sector, as may be modified from time to time by DFATD through SA Refresh.

- e) Non-compliance of a Qualified Individual’s Ceiling Fee with the Financial Evaluation Threshold updated by DFATD at SA Refresh, as explained in paragraph 4.2.

3.2.4 DFATD may, at its discretion, take any of the following courses of action in response to any of the situations described in paragraph 3.2.3:

- a) suspend the SA in its entirety until the SA Holder has demonstrated that it resolved the situation in respect of which it has been found deficient, during which time the SA Holder will not be eligible for SA RFPs conducted within the framework of the SA;
- b) suspend the particular individual until the SA Holder has demonstrated that the individual resolved the situation in respect of which he/she has been found deficient, during which time the individual will not be eligible for SA RFPs conducted within the framework of the SA;
- c) cancel the SA in its entirety, in which case the SA Holder may submit a new proposal only at a subsequent SA Refresh following cancellation.

3.3 Assignment of the SA

3.3.1 The SA is not assignable or transferable. The SA Holder must not assign this SA in whole or in part.

3.4 Withdrawal from the SA

3.4.1 In the event that the SA Holder wishes to withdraw from the SA in its entirety or to withdraw a Qualified Individual from the SA, the SA Holder must advise the DFATD SA Authority in the manner set out in paragraph 2.3.

3.4.2 After receipt of such notice, DFATD will either, as applicable:

- a) remove the SA Holder from the SA Holders lists and will consider the SA to no longer be valid;
- b) remove the Qualified Individual from the SA. The terms and conditions of the SA and the information pertaining to any other Qualified Individual(s) remaining under this SA will remain unchanged.

3.4.3 The SA Holder acknowledges that its withdrawal or the withdrawal of a Qualified Individual from the SA will not affect any Contract(s) entered into prior to the receipt by the DFATD SA Authority of such withdrawal notice.

4. ADMINISTRATION OF THE SUPPLY ARRANGEMENT

4.1 Management of SA Holders Lists and SAs

4.1.1 The DFATD SA Authority acts as the overall administrator of DFATD’s SA Holders lists and will be responsible for ensuring the administration of all SAs. The DFATD SA Authority’s specific duties include, but are not limited to:

- a) monitoring and adjusting SAs, where required, to reflect DFATD’s most current requirements and to resolve any issues that may arise. Any such adjustments will be done at SA Refresh or through ad hoc amendments pursuant to paragraphs 4.2 and 4.3;
- b) supporting SA Holders in the interpretation of the SA.

4.2 SA Refresh

4.2.1 DFATD will conduct a first SA Refresh within twelve (12) months of the effective date of the SA through a Notice of Proposed Procurement (NPP) posted on GETS and at least once a year thereafter.

4.2.2 The purpose of an SA Refresh is to:

- a) allow new interested bidders to:
 - i) submit proposals to qualify proposed individuals under one (1) or more Sectors and become SA Holders.
- b) allow existing SA Holders to:
 - i) submit proposals to qualify in one (1) or more Sectors for which they had not previously been qualified and sign new SA(s) for those Sectors;
 - ii) propose new individuals they wish to add as Qualified Individuals under an existing SAs. New proposed individuals will be evaluated based on the technical criteria prevailing at the time of the SA Refresh;
 - iii) update any Qualified Individual's Ceiling Fee, as may be required;
- c) allow DFATD to:
 - i) add, remove or modify, if required, the standard terms and conditions of SAs;
 - ii) add, remove or modify Sub-sectors included in its SAs for a particular Sector;
 - iii) modify the mandatory or rated academic and professional qualifications, experience or capabilities required for a particular Sector;
 - iv) update the Financial Evaluation Threshold applicable to a particular Sector, pursuant to paragraph 4.3.

4.2.3 Existing SA Holders may be required to submit new proposals or additional information in response to one (1) or more elements of an SA Refresh listed in paragraphs 4.2.2 b) and 4.2.2 c). DFATD will inform SA Holders of the information required in the NPP posted on GETS at each SA Refresh.

4.3 Financial Threshold Updates

- 4.3.1 DFATD will update the Financial Threshold applicable to the Sector at each SA Refresh, as follows:
 - i) An average is calculated summing up the Ceiling Fees of all technically compliant individuals in the Sector (including Qualified Individuals already under SA and any new technically compliant individual proposed by a new bidder or an existing SA Holder), and dividing such sum by the number of the technically compliant individuals.
 - ii) The updated Financial Threshold for the Sector is equal to the average Ceiling Fee obtained in *i*), multiplied by a factor (for example 1.50) specified by DFATD in the NPP posted on GETS at each SA Refresh.
- 4.3.2 If the Ceiling Fee for a Qualified Individual already under SA is greater than the updated Financial Evaluation Threshold calculated in accordance with paragraph 4.3.1, DFATD will advise the SA Holder that, until such time as the SA Holder submits a compliant Ceiling Fee at a subsequent SA Refresh, such Qualified Individual will be ineligible for SA RFPs, pursuant to paragraph 3.2.
- 4.3.3 Financial Evaluation Thresholds are calculated for the evaluation purposes, will be treated as CONFIDENTIAL and will not be made available.

4.4 Modifications to SA Terms and Conditions

- 4.4.1 DFATD may modify the terms and conditions of the SA from time to time. Such modifications will be made at SA Refresh or through ad hoc amendments issued to all SA Holders. Any such modifications will not affect existing Contracts in place prior to the effective date of the modifications.

- 4.4.2 Should the SA Holder not be in agreement with such modifications, and no longer wishes to be considered for SA RFPs, the SA Holder may withdraw from the SA in accordance with paragraph 3.4.
- 4.5 Quarterly CV Updates**
- 4.5.1 The SA Holder will have an opportunity to update CV forms DFATD has on file for each Qualified Individual under SA on a quarterly basis.
- 4.5.2 Any updated CV forms should be sent by e-mail to the DFATD SA Authority no more than once per quarter and within the first five (5) business days of the quarter, as defined below. Any updated CV forms provided outside these submission timeframes may not, for operational reasons, be processed by DFATD.

Quarters are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

- 4.6 Public Notices**
- 4.6.1 The SA Holder is not authorized to publish any press releases or other public announcements concerning the issuance of the SA without the prior written consent of DFATD. Such consent will not be unreasonably withheld.
- 4.7 Security Requirements**
- 4.7.1 For the purpose of the SA, there is no specific Security Requirement. However, requirements that may be procured through SA RFPs within the framework of this SA may contain security requirements at different clearance levels which will be defined by a Security Requirement Checklist (SRCL) in each SA RFP and Contract.
- 4.7.2 It is the SA Holder's sole responsibility to obtain the necessary security clearances described in any SA RFP prior to being awarded a Contract. Failure by the SA Holder to obtain the security clearance will not delay the award of a Contract and may result in the rejection of the SA Holder's proposal.
- 4.7.3 SA Holders should note that the length of time to obtain security clearance may be extensive and is contingent upon the specific clearance level requested. Information on obtaining security clearances can be obtained through the Canadian and International Industrial Security Directorate (CIISD):
- CIISD email: ncr.ciisd@pwgsc.gc.ca
 - CIISD website for further information: <http://ssi-iss.tpsgc-pwgsc.gc.ca>

5. SOLICITATION PROCESSES WITHIN THE FRAMEWORK OF THE SA

- 5.1 General**
- 5.1.1 DFATD will conduct each SA RFP in accordance with the process set out in this sub-section 5.
- 5.1.2 The *Section 2: Instructions to Bidders for SA RFPs* of this SA applies to all SA RFPs conducted by DFATD.
- 5.1.3 The instructions and STORs of each requirement will be included in the SA RFP.
- 5.2 Eligibility**
- 5.2.1 Only SA Holders qualified under the Sector related to a particular requirement are eligible to participate in the SA RFP for that requirement.
- 5.2.2 Where a particular requirement is related to multiple Sectors, all SA Holders qualified in the related Sectors will be eligible to participate.
- 5.3 Solicitation**
- 5.3.1 DFATD will conduct Solicitation Processes based on the value of each specific re-

Processes

quirement, in Canadian dollars, including Applicable Taxes.

5.3.2 Requirements valued at less than two hundred thousand Canadian dollars (CAD \$200,000) (including Applicable Taxes):

5.3.2.1 Based on information provided in the most up-to-date CVs DFATD has on file, DFATD will shortlist Qualified Individuals in the relevant Sector(s) based on criteria set by DFATD and tailored to the specific requirement.

5.3.2.2 The criteria may include, but are not limited to, the following:

- a) Experience in the relevant Sector(s) and Sub-sector(s), where applicable.
- b) Education and qualifications
- c) Language proficiency

5.3.2.3 DFATD will send the SA RFP to one or more SA Holder(s) whose Qualified Individual(s) is/are shortlisted based on the criteria described in paragraph 5.3.2.2.

5.3.2.4 DFATD will request that the SA Holder(s) submit a technical and financial proposal for the services of the shortlisted Qualified Individual(s). DFATD will not consider any other proposed alternative individual in the Proposal evaluation.

5.3.2.5 DFATD will award the Contract to an SA Holder for the services of a Qualified Individual selected in accordance with a selection method listed in paragraph 5.5, which DFATD will specify in the SA RFP.

5.3.3 Notwithstanding the above, DFATD reserves the right to conduct an SA RFP for requirements valued at less than two hundred thousand Canadian dollars (CAD \$200,000) (including Applicable Taxes) in the manner set out in paragraph 5.3.4.

5.3.4 All requirements valued at two hundred thousand Canadian dollars (CAD \$200,000) or more (including Applicable Taxes):

5.3.4.1 DFATD will send the SA RFP to all SA Holders qualified within the Sector(s) relevant to the specific requirement.

5.3.4.2 DFATD will request that SA Holder(s) submit a detailed technical and a financial proposal for any Qualified Individual(s) it deems best suited to the requirement.

5.3.4.3 DFATD will award the Contract to an SA Holder for the services of Qualified Individual(s) selected in accordance with a selection method listed in paragraph 5.5, which DFATD will specify in the SA RFP.

5.4 Bidding Period

5.4.1 Each SA RFP will remain open for the following number of Days, as indicated in the SA RFP:

- Low complexity requirements: 10 -15 days;
- Medium to high complexity requirements: 15-25 days.

5.4.2 DFATD reserves the right to reduce the bidding period for urgent 'medium to high complexity requirements' to ten (10) Days in order to meet operational needs.

5.5 Selection Methods

5.5.1 DFATD reserves the right to award the Contract to SA Holders for the services of Qualified Individual(s) selected in accordance with any of the following selection

methods:

- a) Highest technically qualified compliant proposal within a stipulated maximum budget;
- b) Lowest cost compliant proposal;
- c) Lowest cost per point proposal; or,
- d) Best value adjusted for cost.

- 5.6 Ceiling Fees**
- 5.6.1 *Sub-section 6 “Qualified Individuals and Ceiling Fees”* lists the Ceiling Fee applicable to each Qualified Individual under the SA.
- 5.6.2 Ceiling Fees are all-inclusive daily fees, based on a 7.5-hour workday, exclusive of Applicable Taxes and expressed in Canadian dollars.
- 5.6.3 Ceiling Fees will only be modified through the SA Refresh process.
- 5.6.4 Notwithstanding the Ceiling Fees indicated in *sub-section 6*, DFATD reserves the right to:
- a) Request price justification to substantiate Fees proposed by the SA Holder in response to a particular SA RFP, as indicated in paragraph 12.11 of *Section 2: Instructions to Bidders for SA RFPs* of the SA; and
 - b) Negotiate Fees proposed by the SA Holder in response to a particular SA RFP downwards, based on each requirements.
- 5.7 Multiyear requirements**
- 5.7.1 Provisions for multi-year requirements will be described in the SA RFP.
- 5.8 Maximum Funding Available**
- 5.8.1 Where a maximum available budget is stipulated in the SA RFP, the SA Holder’s financial proposal must not exceed the budget available. Otherwise, the SA Holder’s proposal will be rejected.
- 5.9 Contract Award**
- 5.9.1 *Section 3: General Terms and Conditions of Contracts* of the SA applies to all Contracts awarded by DFATD following an SA RFP and forms an integral part of each Contract.
- 5.9.2 The Basis of Payment and STORs of each requirement will be included in the Contract.

6. QUALIFIED INDIVIDUALS AND CEILING FEES

The following Qualified Individuals and Ceiling Fees are applicable to this SA, until such time as the SA Holder submits updates pursuant to paragraph 4.2: "SA Refresh".

SECTOR:	<i>[Indicate sector]</i>
QUALIFIED INDIVIDUAL(S)	CEILING FEE (CAD, EXCLUDING APPLICABLE TAXES)
<i>List Proposed Individual(s)</i>	<i>Indicate corresponding Ceiling Fee(s)</i>

7. GENERIC TERMS OF REFERENCE (GTORS)

To be included at issuance of SA

Section 2: Instructions to Bidders for Supply Arrangement Request for Proposals (ITB SA RFP)

- 1. Definitions**
- 1.1 The following definitions apply to Section 2: *Instructions to Bidders for Supply Arrangement Request for Proposals (ITB SA RFP)*.
- (a) **“Ad hoc resource”** means a person or entity or entities who are not Qualified Individuals under SA, but who are subcontracted by the Consultant to perform, through the use of individual resource(s), a specific portion of the services that the Consultant is required to provide under the Contract.
 - (b) **“Approved Financial Institution”** means:
 - (i) any corporation or institution that is a member of the Canadian Payments Association;
 - (ii) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law;
 - (iii) a credit union as defined in paragraph 137 (6) b) of the Canadian *Income Tax Act*;
 - (iv) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or
 - (v) the Canada Post Corporation.
 - (c) **“Applicable Taxes”** means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, as of April 1, 2013, the Quebec Sales Tax (QST).
 - (d) **“Bidder”** means an SA Holder submitting a Proposal to perform the resulting Contract for services in the context of a Solicitation Process.
 - (e) **“Canada”** means Her Majesty the Queen in right of Canada as represented by the Minister for International Development and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister for International Development has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.
 - (f) **“Consultant”** means the person or entity or in the case of a consortium or joint venture, the Member(s) whose name(s) appears on the signature page of the Contract and who is responsible to provide the Services to DFATD under the Contract.
 - (g) **“Contract”** means a legally binding agreement awarded against an SA Holder's SA following a Solicitation Process for the provision of consulting and professional services described in such Contract's STORs.
 - (h) **“Ceiling Fee”** means the maximum all-inclusive daily Fee that the SA Holder is allowed to charge for the services of a Qualified Individual.
 - (i) **“Day”** means a calendar day, unless otherwise specified.
 - (j) **“DFATD”** means the Department of Foreign Affairs, Trade and Development.
 - (k) **“Fee”** means an all-inclusive firm daily rate, which can be specifically identified and measured as having been incurred or to be incurred in the

performance of the Contract.

- (l) “**Irrevocable Standby Letter of Credit**” or “**ISLC**” means a document from a bank, or other Approved Financial Institution, which irrevocably and unconditionally undertakes and guarantees to pay on demand the Receiver General for Canada:
 - (i) any sum demanded to meet obligations incurred, or to be incurred, by the Consultant;
 - (ii) where the Consultant, in the sole opinion of DFATD, is in default of its contractual obligations;
 - (iii) up to a maximum dollar amount specified;
 - (iv) on sight, on first request by DFATD to the bank and without question.
- (m) “**Proposal**” means the technical and financial proposal submitted by a Bidder in the context of a Solicitation Process.
- (n) “**Qualified Individual**” means an individual qualified under an SA for the provision of consulting and professional services in the Sector.
- (o) “**Recipient Country**” means a developing country(ies) designated by DFATD as beneficiary of the services, as indicated in the Supply Arrangement Request for Proposals (SA RFP).
- (p) “**Reimbursable Expenses**” means the out-of-pocket expenses which can be specifically identified and measured as having been incurred or to be incurred in the performance of a Contract.
- (q) “**Sector**” means a field specified in the SA RFP.
- (r) “**Services**” mean everything that has to be delivered or performed by the Consultant to meet its obligations under the Contract, including everything specified in the Specific Terms of Reference.
- (s) “**SA RFP Closing Date**” means the date and time specified in the SA RFP, or any extension to this date, by which a Bidder’s Proposal in the context of a Solicitation Process must be submitted to DFATD.
- (t) “**Supply Arrangement Request for Proposals**” or “**SA RFP**” means the document sent by DFATD to SA Holders in the context of a solicitation process conducted by DFATD to award a Contract, which includes specific instructions and STORs applicable to the requirement.
- (u) “**Solicitation Process**” means a contracting process conducted by DFATD to award a Contract to an SA Holder for a specific service requirement.
- (v) “**Specific Terms of Reference (STORs)**” means the document describing the specific services to be performed under a Contract.
- (w) “**Sub-sector**” means a specialization within a Sector.
- (x) “**Supply Arrangement**” or “**SA**” means the written, competitively established arrangement between DFATD and the SA Holder as a result of a Request for Supply Arrangements. An SA is not a contract for the provision of services and neither DFATD nor the SA Holder is legally bound

as a result of signing the SA.

(y) “**Supply Arrangement Holder**” or “**SA Holder**” means the person or entity (or, in the case of a consortium or joint venture, the Members) who successfully qualified one (1) or more Qualified Individuals as a result of a Request for Supply Arrangements and with whom DFATD enters into an SA.

(z) “**Travel Status**” means travel approved in writing by DFATD directly related to the Services.

- 2. Overview**
- 2.1 Section 2: *Instructions to Bidders for Supply Arrangement Request for Proposals (ITB SA RFP)* applies to all Solicitation Processes in the context of an SA conducted by DFATD. Supplemental information and instructions applicable to each requirement for which DFATD conducts a Solicitation Process will be included in the SA RFP.
- 2.2 There are mandatory procedural requirements associated with SA RFPs, which are set out herein, and are supplemented by the SA RFP issued by DFATD for particular service requirements. Any Proposal that fails to meet any mandatory procedural requirements will be rejected. Requirements identified with the word “must” are considered mandatory procedural requirements.
- 3. Cost of Proposal preparation**
- 3.1. No payment will be made for costs incurred for the preparation and submission of a Proposal in response to the SA RFP. All costs associated with preparing and submitting a Proposal are the sole responsibility of the Bidder.
- 4. Governing Law**
- 4.1. The SA RFP and any resulting Contract must be interpreted and governed, and the relations between the DFATD and the Bidder determined, by the laws in force in the province of Ontario, Canada. DFATD and the Bidder irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts and tribunals of Canada.
- 4.2. A Bidder may, at its discretion, substitute the governing law of a Canadian province or territory of its choice without affecting the validity of its Proposal, by inserting the name of the Canadian province or territory of its choice in its Proposal. If no substitution is made, the Bidder acknowledges that the governing law specified in paragraph 4.1 is acceptable to the Bidder.
- 5. Bidders**
- 5.1 The Bidder must hold a valid SA in the Sector indicated in the SA RFP to be eligible to participate in the Solicitation Process. Where multiple Sectors are indicated in the SA RFP, the Bidder must hold a valid SA in one (1) of the Sectors to be eligible.
- 5.2 Where the Proposal is submitted by an SA Holder who is a consortium or joint venture, the Members of the consortium or joint venture together comprise the Bidder.
- 5.3 All members of a consortium or joint venture must sign the resulting Contract and will be jointly and severally liable and responsible for the fulfillment and execution of any and all of the obligations of the resulting Contract.
- One Bidder, One Proposal*
- 5.4 The Bidder must only submit one (1) Proposal in the context of a Solicitation Process. If the Bidder submits multiple Proposals for a particular Solicitation Process, DFATD will reject all Proposals submitted by the Bidder.
- Sub-contracting*
- 5.5 If specified in the SA RFP, the Bidder is permitted to sub-contract for Ad-Hoc Resources not listed in the SA. The total value of sub-contracted services is

limited to twenty percent (20%) of the total value of the Contract.

5.6 If indicated in the STORs, the Bidder acknowledges that, if awarded a Contract, it may be required to work with a team which may include another SA Holder's Qualified Individual(s), or other individuals identified by DFATD. In these cases, DFATD would issue separate contracts to each Consultant.

6. Proposal Validity

6.1. A Proposal must remain valid and open for acceptance for the number of Days following the SA RFP Closing Date indicated in the SA RFP.

6.2. DFATD may request Bidders to extend the validity period of their Proposal.

7. Clarifications and Amendment of SA RFP

7.1. The Bidder may request clarification of any element of the SA RFP no later than three (3) working days before the SA RFP Closing Date. Requests received after that date may not be answered.

7.2. Bidders are requested to send any request for clarifications and other communication regarding the SA RFP in writing, or by standard electronic means only to the Point of Contact named in the SA RFP. Communication with other DFATD representatives may result in rejection of the Proposal.

7.3. If, in DFATD's opinion, a request for clarifications affects the Solicitation Process, request(s) received and replies to such request(s) will be provided simultaneously to all Bidders through an addendum to the SA RFP, without revealing the source of the enquiry.

7.4. A request for an extension of the SA RFP Closing Date will only be considered if received no later than two (2) working days before the SA RFP Closing Date, in writing, by the Point of Contact. The revised SA RFP Closing Date, if granted, will be communicated simultaneously to all Bidders.

8. Submission and Receipt of Proposals Transmitted

8.1. Bidders must select only one of the following methods to submit their Proposals:

by email to: URP-BRU@international.gc.ca

Or to:

Foreign Affairs, Trade and Development Canada
Distribution and Mail Services – AAG
Lester B. Pearson Building
125 Sussex Drive
Ottawa, Ontario K1A 0G2 CANADA
Attention: Bid Receiving Unit - SGD

8.2 Due to the nature of this SA RFP, proposal transmitted by facsimile will not be accepted.

8.3 Proposals must be received by DFATD no later than the SA RFP Closing Date at one of the addresses indicated in 8.1.

8.4 Bidders are solely responsible for the timely receipt of their Proposal by DFATD. DFATD will not assume any responsibility for Proposals that are addressed to a location or e-mail address other than the ones stipulated in the SA RFP and any such Proposals will not be accepted.

8.5 All Proposals received before, on or after the SA RFP Closing Date will become the property of DFATD and will not be returned. All Proposals will be

treated in accordance with the provisions of the *Access to Information Act*, the *Privacy Act* and the General Records Disposal Schedule of the Government of Canada.

Proposals Submitted Electronically

- 8.6 If a Proposal is submitted in both an electronic and hard copy, DFATD will only consider the latest proposal received within the specified time period. If both copies are received at the same time, DFATD will only consider the electronic copy.
- 8.7 Bidders are requested to prepare their technical and financial proposal in separate documents, clearly named as “Technical Proposal” and “Financial Proposal” respectively. Bidders are requested to include the SA RFP reference number (SEL number), their Supply Arrangement number (SA number) and title in the subject of their email.
- 8.8 Bidders are requested to submit their technical proposal and financial proposal in an Adobe Acrobat® Portable Document Format (PDF) format.
- 8.9 DFATD requests that a font size of at least equivalent to Arial 10 or Times New Roman 11 be used in Proposals.
- 8.10 DFATD will not be responsible for any failure attributable to the transmission or receipt of the electronic version of the Proposal, including, but not limited to, the following:
- (a) Receipt of garbled or incomplete Proposal;
 - (b) Incompatibility between the sending and receiving computer equipment;
 - (c) Delay in transmission or receipt of the Proposal;
 - (d) Failure of the Bidder to properly identify the Proposal;
 - (e) Illegibility of the Proposal; or
 - (f) Security of Proposal information.

Submission and Receipt of Hard copy Proposals

- 8.11 Bidders are requested to deliver their Proposal in the number of originals and copies indicated in the SA RFP. In the event of a discrepancy between the original and copies, the original will prevail. Bidders are requested to clearly identify the original on its front cover. DFATD reserves the right to identify an original if none is identified.
- 8.12 Bidders are requested to present their Proposal on 8.5” X 11” or A4 paper. DFATD requests that a font size of at least equivalent to Arial 10 or Times New Roman 11 be used in Proposals.
- 8.13 The requirements with respect to the submission of hard copy Proposals are as follows:
- Technical proposal:
Bidders are requested to place the original and all copies of the technical proposal in a sealed envelope clearly marked “TECHNICAL PROPOSAL”, followed by the SA RFP SEL number, title, Sector and the SA RFP Closing Date.
- (b) Financial proposal:
Bidders are requested to place the original and all copies of the financial proposal in a separate sealed envelope clearly marked “Financial Proposal”, followed by the SA RFP SEL number, title, Sector and the SA RFP Closing Date.
- (c) Outer envelope:
Bidders are requested to place the envelopes containing the technical and fi-

nancial proposals in a sealed outer envelope. DFATD requests that the outer envelope bears the name of the Bidder, return address of the Bidder, submission address, SA RFP SEL number, title and Sector. DFATD will not be responsible if a Proposal is misplaced or lost after receipt of it by DFATD, if the outer envelope is not sealed and/or marked as stipulated.

8.14 DFATD encourages the use of recycled paper and two-sided printing. This will contribute to DFATD's environmental initiatives and reduce waste.

Withdrawal, Substitution, and Modification of Proposal

8.15 Prior to the SA RFP Closing Date, a Bidder may withdraw, substitute, or modify its Proposal after it has been submitted to DFATD, by sending DFATD a written notice, duly signed by an authorized representative. If the Bidder is substituting or modifying its Proposal, the substituted or modified Proposal must be submitted with the written notice. The written notice, together with the modified or substituted Proposal, if applicable, must be:

(a) Submitted in accordance with paragraphs 8.1 to 8.5 (except that withdrawal notices do not require copies). In addition, Bidders are request to clearly indicate "WITHDRAWAL", "SUBSTITUTION", or "MODIFICATION", the SA RFP SEL number and title in the subject of the email or on respective envelopes; and

(b) Received by DFATD prior to the SA RFP Closing Date.

8.16 A Proposal that is requested to be withdrawn in accordance with paragraph 8.15 will be deleted or returned unopened.

9. Preparation of Proposal

9.1 In preparing their Proposals, Bidders are requested to examine in detail the documents comprising the SA RFP and address all requirements of the SA RFP and related addendum(s), if any.

9.2 If additional documentation is available from DFATD to assist Bidders in preparing their Proposals, the name of the document(s), and how to obtain them, will be specified in the SA RFP.

Language

9.3 Proposal, as well as all related correspondence exchanged by the Bidders and DFATD, will be written in one of the official languages of Canada.

10. Technical Proposal

Mandatory Forms to Be Provided

10.1 A signed TECH-1: Acceptance of Terms and Conditions must be submitted with a Bidder's Proposal. If a Bidder is a consortium or a joint venture, the Bidder's Proposal must include a signed TECH-1 from each Member. Bidders are requested to print TECH-1, fill it in manually, sign and either scan or attach it as page 1 of their Proposal. If TECH-1 is not submitted with a Proposal or is not signed, the Proposal will be rejected. If TECH-1 is improperly completed, DFATD will request corrections from the Bidder within the timeframe specified in the notification. If the updated TECH-1 is not submitted within the specified timeframe, the Proposal will be rejected. In this paragraph, "improperly completed" means:

(a) There are one or more fields that are not completed; or

(b) The content of TECH-1 is amended in any way.

10.2 Bidders, including each Member of a consortium or joint venture submitting a Proposal, must comply with the certifications submitted as part of their RFSA proposal in Form TECH-2 *Certifications* from the date of the SA RFP Proposal submission. Bidders have an obligation to disclose any situation of non-compliance with the certifications in TECH-2.

10.3 If any certification made by a Bidder is untrue, whether made knowingly or un-

knowingly, or if a Bidder failed to disclose any situation of non-compliance with the certifications in TECH-2, the SA RFP Proposal will be rejected. DFATD may permit the Bidder to make representations prior to taking a final decision to reject the *Proposal* on these grounds. Such representation must be made within ten (10) Days of DFATD informing the Bidder that it is considering such rejection.

Other Forms to be provided

10.4 In addition to TECH-1, Bidders are requested to submit the standard TECH forms specified in the SA RFP for each proposed Qualified Individual as part of their technical proposals.

10.5 Where specified, Bidders are requested to respect page limits assigned to responses to any or *all* SA RFP requirements. Evaluators will not consider or evaluate information contained in pages exceeding the specified limit.

11. Financial Proposals

11.1 All information related to Fees and Reimbursable Expenses must appear only in the financial proposal. The financial proposal must be prepared using the FIN form(s) indicated in the SA RFP. If a Bidder does not submit the required FIN form(s) with its proposal or does not comply with the provisions of paragraph 11.3, Pricing Basis, the Proposal will be rejected

11.2 The financial proposal must list all costs associated with the provision of the services described in the STORs. Unless otherwise specified in the SA RFP, the Fees proposed by the Bidder must not exceed the Ceiling Fee for the corresponding Qualified Individual in effect on the SA RFP Closing Date.

11.3 Bidders must submit their financial proposal in accordance with the pricing basis specified in the SA RFP.

11.4 Provisions for multi-year requirements will be specified in the SA RFP.

Pricing Basis

Currency

11.5 Bidders must provide the price of the financial proposal in Canadian dollars (CAD). The resulting Contract will be awarded in Canadian dollars.

Taxes

11.6 Bidders are requested to exclude all Applicable Taxes from the price. Bidders, however, are requested to show the total estimated amount of Applicable Taxes in the financial proposal separately.

11.7 For the purpose of Proposal evaluation, all taxes are excluded.

11.8 Local taxes (including, but not limited to value added or sales tax, social charges or income taxes on non-resident personnel and additional resources, duties, fees, levies) may be applicable on amounts payable by DFATD under the resulting Contract. Bidders are requested to exclude all local taxes from their price. DFATD may reimburse the Bidder for any such taxes or pay such taxes on behalf of the Bidder. Reimbursement mechanism of applicable local taxes in the Recipient Country will be determined during Contract negotiations.

12. Proposal Evaluation

12.1 Except when responding to requests to provide additional information as specified in paragraphs 10.1, 10.2, 10.3, 12.14, 13 and 14, from the time Proposals are submitted to the time the Contract is awarded, the Bidders must not contact DFATD, except the Point of Contact, on any matter related to their technical and/ or financial proposal. Failure to comply with this requirement may result in the rejection of the Bidder's Proposal. In addition, any effort by Bidders to influence DFATD in the examination, evaluation, ranking of Proposals, and recommendation for award of a Contract will result in rejection of the Bidders' Proposals.

12.2 Except as otherwise specified in the SA RFP, DFATD will evaluate the Proposals solely based on the documentation provided as part of the Proposals. DFATD will not take into consideration any references in a Proposal to additional information not submitted with the Proposal.

12.3 The Proposal selection method will be described in the SA RFP.

12.4 Proposal will be assessed in accordance with the entire SA RFP, including any technical and financial evaluation criteria as applicable.

Evaluation of Technical Proposals

12.5 Proposals that fail to meet any of the mandatory procedural requirements will be considered non-compliant and will be rejected.

12.6 The evaluation of technical proposals will be carried out in accordance with the SA RFP.

Evaluation of Financial Proposals

12.7 The evaluation of financial proposals will be carried out in accordance with the SA RFP.

12.8 Where a minimum level of effort is specified in the SA RFP and the level of effort proposed by the Bidder is below the specified minimum, DFATD will evaluate the Bidder's financial proposal based on DFATD's specified minimum level of effort.

12.9 Where a fixed level of effort is specified in the SA RFP and the Bidder proposes a different level of effort, DFATD will evaluate the Bidder's financial proposal based on DFATD's fixed level of effort.

12.10 Where a maximum available budget is stipulated in the SA RFP, the Bidder's financial proposal must not exceed the budget available. Otherwise, the Bidder's proposal will be rejected.

Price Justification- Fees

12.11 Bidders must provide price justification, on DFATD's request, and within the specified timeframe. Such price justification may include one or more of the following:

(a) A copy of paid invoices or list of contracts for similar work, under similar conditions, provided to DFATD or other customers, including but not limited to fee history of assignments that covers at least one hundred (100) person-days billed in twelve (12) consecutive months over the last two years; or

(b) A price breakdown showing the cost of direct labour/salary, fringe benefits, overhead/ indirect costs, profit and all other cost included in the proposed Fees; or

(c) Any other supporting documentation as requested by DFATD.

13. Clarifications of Proposals

13.1 In conducting the evaluation of the Proposal, DFATD may, but has no obligation, to do the following:

(a) seek clarification or verification from Bidders regarding any or all information provided by them with respect to the SA RFP;

(b) contact any or all references supplied by Bidders to verify and validate information submitted as fact;

(c) request, before award of any resulting Contract, specific information with respect to Bidder's legal status;

(d) conduct a survey of Bidders' facilities, and/ or examine their technical, managerial, security and financial capabilities, to determine if they are adequate to meet DFATD's requirements; and

- (e) verify any information provided by Bidders through independent research, use of any government resources or by contacting third parties, including any proposed resources.

13.2 Bidders will have the number of Days specified in the request by the Point of Contact to comply with paragraph 13.1. Failure to comply with the request will result in the Proposal being rejected.

13.3 Any clarifications submitted by a Bidder that are not in response to a request by DFATD will not be considered. No change in the financial proposal or substance of the technical proposal by the Bidder as a result of clarifications will be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by DFATD in the evaluation of Proposals.

*Rights of DFATD
in evaluation*

13.4 In conducting the evaluation of the Proposals, DFATD may, but has no obligation, to do the following:

- (a) correct any computational errors in the extended pricing of Proposals by using unit pricing;
- (b) if there is an error corresponding to the addition or subtraction of subtotal in a total, the total will prevail;
- (c) in case of discrepancy between word and figures, the former will prevail;
- (d) evaluate the financial proposal to reflect the minimum or fixed level of effort specified in the SA RFP, if applicable;
- (e) in case of discrepancy between the level effort in the technical and financial proposal, the financial proposal will be adjusted using the level of effort specified in the technical proposal; and
- (f) in case the financial proposal does not reflect the technical proposal, the financial proposal may be given a score of zero.

13.5 At the end of the evaluation process, the Point of Contact will advise the Bidder of the actions, if any, taken pursuant to the paragraph 13.4. A Bidder that disagrees may withdraw its Proposal.

**14. Conditions of
Contract Award**

14.1 Before award of a Contract, a Bidder must meet all of the conditions listed below and must provide to DFATD, within the prescribed timeframe, the necessary documentation to support compliance. Failure to comply with any of these required conditions listed below within the time allocated by DFATD will not delay the award of the Contract and will result in the Proposal being rejected.

- a) **Security Requirements.** The security requirements specified in the SA RFP are met. In the case of a consortium or joint venture, each member must meet the security requirements.
- b) **Proof of Insurance.** Unless otherwise indicated in the SA RFP, upon request by the Point of Contact, the Bidder must provide a letter from an insurance broker or an insurance company rated as A++ to B++ by A.M. Best, stating that the Bidder, if awarded a Contract, can be insured in accordance with the insurance requirements specified in the Solicitation Document. In the case of a consortium or joint venture, at least one member must meet the insurance requirements.
- c) **M-30 Compliance with the Act Respecting the Conseil Exécutif du Quebec (L.R.Q.,chapter M-30)** Bidders in Quebec whose operations are partially or fully funded by the province of Quebec may be subject to the Government of Quebec Act Respecting the Conseil Exécutif

(L.R.Q., chapter M-30). Under sections 3.11 and 3.12 of this Act certain entities, as defined in the meaning of the Act, including but not limited to municipal bodies, school bodies or public agencies, must obtain an authorization, indicated by the Act, before signing any agreement with DFATD. Consequently, any entity that is subject to the Act is responsible for obtaining such authorization. In the case of a consortium or joint venture, each member must comply with the requirement stated in this paragraph.

- 14.2 Before award of a Contract, DFATD may request from the Bidder information required to assess the Bidder's financial capability to fulfill the requirements of the Contract. Such information may include, but not be limited to:
- i) audited financial statements, if available, or unaudited financial statements for the Bidder's last three (3) fiscal years or for the years the Bidder has been in business if less than three (3) years;
 - ii) a certification from the Chief Financial Officer or an authorized officer of the Bidder that the financial information provided is complete and accurate;
 - iii) if the Bidder is a consortium, joint venture or similar arrangement, DFATD may request financial information for each member and,
 - iv) if requested by DFATD, must be provided to DFATD by the Bidder within the prescribed timeframe.
- 14.3 If DFATD determines that the Bidder does not have the financial capability to fulfill the requirements of the Contract, the Proposal will be rejected. DFATD may permit the Bidder to make representations prior to taking a final decision to reject the Proposal on these grounds. Such representation must be made within ten (10) days of DFATD informing the Bidder that it is considering such rejection.

15. Performance Security

- 15.1 Unless otherwise specified in the SA RFP, to guarantee the Consultant's performance, ten (10) percent of the total contract value will be subject to a holdback. The application of the holdback is non-negotiable.
- 15.2 In lieu of a holdback, alternative security in the form of an Irrevocable Standby Letter of Credit issued or confirmed by an Approved Financial Institution may be considered acceptable at DFATD's sole discretion.
- 15.3 Subject to paragraph 15.2, within twenty-eight (28) days of the signature of the Contract, the Consultant or any Member must provide the performance security in the amount of ten percent (10%) of the total Contract value in the form of an ISLC acceptable to DFATD. The ISLC must be valid for six (6) months after the completion of the Services. All costs related to the issuance of the ISLC, maintenance and/or confirmation by the Approved Financial Institution will be at the Consultant's own expense.

16. Notification/ Debriefing of unsuccessful Bidders

- 16.1 DFATD will notify all Bidders of the name of the Bidder who has been awarded a Contract and the estimated value. Where the request involves a Bidder who is an individual, some information may qualify for protection under the Privacy Act.
- 16.2 Bidders may make a written request to DFATD to receive a written debriefing on the strengths and weaknesses of the Bidder's own Proposal and to receive the marks obtained by the Bidder for each requirement of the technical component published in the evaluation grid (if any) and the marks obtained

for the financial component.

17. Confidentiality 17.1 Proposals remain the property of DFATD and will be treated as confidential, subject to the provisions of the *Access to Information Act*, the *Privacy Act* and the *General Records Disposal Schedule of the Government of Canada*.

18. Rights of DFATD 18.1 DFATD reserves the right to:

- (a) reject any or all Proposals received in response to the SA RFP, in accordance with the provisions stated in the SA RFP;
- (b) enter into negotiations with Bidders on any or all aspects of their Proposal;
- (c) accept any Proposal in whole or in part without negotiations;
- (d) cancel the SA RFP at any time;
- (e) reissue the SA RFP;
- (f) if no compliant Proposals are received and the requirement is not substantially modified, reissue the SA RFP by inviting only the Bidders who responded to resubmit Proposals within a period designated by DFATD; and
- (g) negotiate with the sole compliant Bidder to ensure best value to DFATD.

Section 3: General Conditions (GC) of Contract

1. GENERAL PROVISIONS

1.1 Definitions The following definitions apply to *Section 3: General Conditions (GC) of Contract*:

- (a) “**Ad hoc resource**” means a person or entity or entities who are not Qualified Individuals under SA, but who are subcontracted by the Consultant to perform, through the use of individual resource(s), a specific portion of the services that the Consultant is required to provide under the Contract.
- (b) “**Applicable Taxes**” means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, as of April 1, 2013, the Quebec Sales Tax (QST).
- (c) “**Approved Financial Institution**” means:
 - (i) any corporation or institution that is a member of the Canadian Payments Association.;
 - (ii) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law;
 - (iii) a credit union as defined in paragraph 137 (6) b) of the Canadian *Income Tax Act*;
 - (iv) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or
 - (v) the Canada Post Corporation.
- (d) “**Canada**” means Her Majesty the Queen in right of Canada as represented by the Minister for International Development and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister for International Development has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.
- (e) “**Consultant**” means the SA Holder or in the case of a consortium or joint venture, the Members whose name(s) appears on the signature page of the Contract, and who is responsible to provide the Services to DFATD under the Contract.
- (f) “**Contract**” means the written agreement between the Parties, which includes these GCs, the Specific Conditions of Contract, annexes and every other document specified or referred to in any of them as forming part of the Contract, all as amended by written agreement of the Parties from time to time.
- (g) “**Contracting Authority**” means the DFATD representative responsible for the administration of the Contract. The Contracting Authority is the only authority to sign Contract amendments. The Contracting authority for the Contract is specified in the Specific Conditions of Contract.
- (h) “**Day**” means a calendar day, unless otherwise specified.
- (i) “**DFATD**” means the Department of Foreign Affairs, Trade and Development.
- (j) “**Fee**” means an all-inclusive firm daily rate, which can be specifically identified and measured as having been incurred or to be incurred in the performance of the Contract.
- (k) “**GC**” identifies a reference to a particular paragraph of this Section 3. General Conditions

(GC) of Contract.

- (l) **“Irrevocable Standby Letter of Credit”** or **“ISLC”** means a document from a bank, or other Approved Financial Institution, which irrevocably and unconditionally undertakes and guarantees to pay on demand the Receiver General for Canada:
 - (i) any sum demanded to meet obligations incurred, or to be incurred, by the Consultant;
 - (ii) where the Consultant, in the sole opinion of DFATD, is in default of its contractual obligations;
 - (iii) up to a maximum dollar amount specified; and
 - (iv) on sight, on first request by DFATD to the bank and without question.
- (m) **“Member”** means any of the persons or entities that make up a consortium or joint venture; and **“Members”** means all these persons or entities.
- (n) **“Member in charge”** is the Member authorized to act on behalf of all other Members as the point of contact for DFATD in regard to the Contract. Any communication between DFATD and the Member in charge is deemed to be communication between DFATD and all other Members.
- (o) **“Minister”** means the Minister for International Development and includes the Minister's successors, deputies and any lawfully authorized officers representing the Minister for the purpose of this Contract.
- (p) **“National Joint Council Travel Directive and Special Travel Authorities”** mean the directives that govern travelling on Canadian government business. These directives can be found at <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and <http://www.tbs-sct.gc.ca/>
- (q) **“Party”** means DFATD or the Consultant, as the case may be, and **“Parties”** means both of them.
- (r) **“Reasonable Cost”** means a cost that is, in nature and amount, not in excess of what would be incurred by an ordinary prudent person in the conduct of a business. In determining the reasonableness of a particular cost, consideration will be given to:
 - (i) whether the cost is of a type generally recognized as normal and necessary for the conduct of a similar business or the performance of the Contract;
 - (ii) the restraints and requirements by such factors as generally accepted sound business practices, arm's length bargaining, Canadian laws and regulations and the laws and regulations applicable in the Recipient Country, and the Contract terms;
 - (iii) the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, the government and the public at large;
 - (iv) significant deviations from the established practices of a similar business which may unjustifiably increase the Contract costs; and
 - (v) the specifications, delivery schedule and quality requirements of the Contract as they affect costs.
- (s) **“Recipient Country”** means a developing country designated by DFATD as beneficiary of the services as indicated in the Contract.
- (t) **“Reimbursable Expenses”** means the out-of-pocket expenses which can be specifically identified and measured as having been incurred or to be incurred in the performance of the Contract.

- (u) **“Qualified Individual”** means an individual qualified under an SA for the provision of consulting and professional services in a Sector.
- (v) **“Sector”** means a field specified in the Contract.
- (w) **“Services”**, unless otherwise expressed in the Contract, means everything that has to be delivered or performed by the Consultant to meet its obligations under the Contract, including everything specified in the contract Annex B, Specific Terms of Reference.
- (x) **“Specific Conditions of Contract” or “SC”** means the Specific Conditions of the resulting Contract by which the GC may be amended or supplemented.
- (y) **“Specific Terms of Reference” or “STOR”** means the document included as Annex B, Specific Terms of Reference, to the Contract.
- (z) **“Sub-sector”** means a specialization within a Sector, as may be identified in the Contract.
- (aa) **“Supply Arrangement” or “SA”** means the written, competitively established arrangement between DFATD and the SA Holder as a result of a Request for Supply Arrangements. An SA is not a contract for the provision of services and neither DFATD nor the SA Holder is legally bound as a result of signing the SA.
- (bb) **“Supply Arrangement Holder” or “SA Holder”** means the person or entity (or, in the case of a consortium or joint venture, the Members) who successfully qualified one (1) or more Qualified Individuals as a result of a Request for Supply Arrangements and with whom DFATD has entered into an SA.
- (cc) **“Technical Authority”** means the DFATD representative responsible for all matters concerning the technical requirements of the Contract. The Technical Authority for the Contract is specified in the Specific conditions of Contract.
- (dd) **“Third Party”** means any person or entity other than DFATD and the Consultant.
- (ee) **“Travel Status”** means travel approved in writing by the Technical Authority directly related to the Services.

- 1.2 Overview**
 - 1.2.1 Section 3: *General Conditions (GC) of Contract* applies to all Contracts awarded by DFATD. The Specific Conditions of Contract, and any supplemental information and provisions applicable to each requirement will be included in individual Contracts.
- 1.3 Relationship Between the Parties**
 - 1.3.1 Contracts are awarded by DFATD for the performance of Services. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between DFATD and the Consultant. The Consultant is contracted by DFATD under the Contract as an independent Consultant for the sole purpose of providing the Services. The Consultant, its Qualified Individuals and Ad-hoc resources are not engaged under the Contract as employees, servants, partners or agents of DFATD and must not represent themselves as an agent or representative of DFATD to anyone. The Consultant is solely responsible for any and all payments, deductions and/or remittances required by law in relation to its Qualified Individuals and Ad-hoc resources.
- 1.4 Law Governing the Contracts, Permits, Licenses, etc.**
 - 1.4.1 The Contract must be interpreted and governed and the relations between the Parties determined by the laws in force in the Canadian province specified in the Contract. The Parties irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts and tribunals of Canada.
 - 1.4.2 The Consultant must obtain and maintain at its own cost all permits, license regulatory approvals and certificates required to perform the Services. If requested by the Con-

tracting Authority, the Consultant must provide a copy of any required permit, license, regulatory approvals or certificate to DFATD.

- 1.5 Headings** 1.5.1 Headings will not limit, alter or affect the meaning of the Contract.
- 1.6 Priority of Documents** 1.6.1 If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that appears first on the list has priority over the wording of any document that appears later on the list.
- (a) The Specific Conditions of Contract (SC);
 - (b) SA Section 3. General Conditions (GC) of Contract;
 - (c) Annex A: Basis of payment;
 - (d) Annex B: Specific Terms of Reference (STORs);
 - (e) Annex C: Security Requirements Check List; and
 - (f) The Consultant's proposal.
- 1.7 Notices** 1.7.1 Where in the Contract any notice, request, direction or other communication is required to be given or made by either Party, it will be in writing and is effective if delivered in person, by courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be addressed to the Party for whom it is intended at the address specified in the Contract. Any notice will be effective on the day it is received at that address. The address of either Party may be changed by notice in the manner set out in this GC.
- 1.8 Location** 1.8.1 The Services will be performed at locations specified in Annex B, Specific Terms of Reference, and, where the location of a particular task is not so specified, at such locations as DFATD may specify and/or approve.
- 1.9 Authority of Member in Charge** 1.9.1 If the Consultant consists of a consortium or joint venture, the Members authorize the entity specified in the Contract to act on their behalf in exercising all the Consultant's rights and obligations towards DFATD under such Contract, including without limitation, the receiving of instructions and payments from DFATD.
- 1.10 DFATD Authorities** 1.10.1 Only the Contracting and Technical Authorities specified in the Contract are authorized to take any action or execute any documents on behalf of DFATD.
- 1.11 Successors and Assigns** 1.11.1 The Contract will ensure to the benefit of and be binding upon the Parties and their lawful heirs, executors, administrators, successors and permitted assigns.
- 1.12 Certifications provided in the RFSA Proposal**
- 1.12.1 Ongoing compliance with the certifications provided by the Consultant in its proposal submitted in the context of the Request for Supply Arrangements is a condition of the Contract and subject to verification by DFATD during the entire period of the Contract.
 - 1.12.2 If the Consultant does not comply with any certification, or if it is found that the Consultant has omitted to declare, prior to entering into the Contract or during the period of the Contract, any conviction or sanction, or if it is determined that any certification made by the Consultant is untrue, whether made knowingly or unknowingly, DFATD has the right, pursuant to GC 2.8, to terminate the Contract.
 - 1.12.3 Unless otherwise indicated in the Contract, the Consultant understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Consultant and Human Resources and Skills Development Canada (HRSDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Consultant will be added to the "Federal Contractors Program Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Consultant in default as per the terms of the Contract.
- 1.13 Conflict of Interest** 1.13.1 Given the nature of the work to be performed under the Contract and in order to avoid any conflict of interest or appearance of conflict of interest, the Consultant acknowl-

edges that it will not be eligible to bid, either as a consultant or as a sub-consultant or contractor (including as an individual resource) or to assist any Third Party in bidding on any requirement relating to the work performed by the Consultant under the Contract. DFATD may reject any future proposal for which the Consultant would be the Bidder or may be otherwise involved in the proposal, either as a sub-consultant or a contractor, as an individual resource, or as someone (either itself or its employees) who may have advised or otherwise provided assistance to the Bidder.

- 1.13.2 The Consultant acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act* (S.C. 2006, c.9, s.2), the *Conflict of Interest Code for Members of the House of Commons*, the *Values and Ethics Code for the Public Sector* or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.
- 1.13.3 The Consultant declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person with a view of influencing the entry into the Contract or the administration of the Contract.
- 1.13.4 The Consultant must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Consultant must have no financial interest in the business of a Third Party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Consultant must immediately declare it to the Contracting Authority.
- 1.13.5 The Consultant warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event that the Consultant becomes aware of any matter that causes or is likely to cause a conflict in relation to the Consultant's performance under the Contract, the Consultant must immediately disclose such matter to the Contracting Authority in writing.
- 1.13.6 If the Contracting Authority is of the opinion that a conflict exists as a result of the Consultant's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Consultant to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Consultant or its Qualified Individuals or Ad-hoc resources, which may or may appear to impair the ability of the Consultant to perform the Services diligently and independently.

1.14 Translation of Documentation

- 1.14.1 The Consultant agrees that DFATD may translate in the other official language any documentation delivered to DFATD by the Consultant that does not belong to DFATD under GC 3.7 and 3.8. The Consultant acknowledges that DFATD owns the translation and that it is under no obligation to provide any translation to the Consultant. DFATD agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. DFATD acknowledges that the Consultant is not responsible for any technical errors or other problems that may arise as a result of the translation.

1.15 Severability

- 1.15.1 If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effective date of Contract** 2.1.1 The effective date of the Contract is the most recent date upon which the Contract was executed on behalf of DFATD and the Consultant.
- 2.2 Period of Contract** 2.2.1 The period of the Contract is established in the Contract.
- 2.3 Amendment and Waiver** 2.3.1 Any changes to the Services will only be valid if effected by means of a written amendment to the Contract executed by the Parties on a document entitled "Amendment".
- 2.3.2 A waiver of any condition or right of the Contract by a Party is only valid if it is made in writing by the Contracting Authority or by a duly authorized representative of the Consultant.
- 2.3.3 A waiver of any condition or right of the Contract will not prevent a Party from enforcing that right or condition in the case of a subsequent breach.
- 2.4 Approvals** 2.4.1 Acceptance of Deliverables
- The Consultant will provide the Technical Authority with deliverables detailed Annex B, Specific Terms of Reference (STORs) of the Contract, for approval within the established timeframe.
- 2.4.2 Delays Related to Approval
- (a) The Technical Authority may request modifications to the deliverables through a notice as described in GC 1.7.
- (b) If modifications are requested, unless otherwise specified in the notice by the Technical Authority, the Consultant must address the requested modifications to DFATD satisfaction within the timeframe specified in the Contract.
- 2.4.3 Replacement of Qualified Individuals or Ad-hoc resources
- Where the Consultant proposes to replace any Qualified Individuals or Ad-hoc resources assigned to the Contract in accordance with GC 4.4, the change must be approved by the Technical Authority. The approval is to be made through a written notice by the Technical Authority or through an amendment to the Contract.
- 2.5 Time of the Essence** 2.5.1 The Services must be performed within or at the time stated in the Contract and in accordance with Annex B, Specific Terms of Reference (STOR).
- 2.6 Excusable Delay** 2.6.1 A delay in the performance by the Consultant of any obligation under the Contract that is caused by an event that:
- (a) is beyond the reasonable control of the Consultant;
- (b) could not reasonably have been foreseen;
- (c) could not reasonably have been prevented by means reasonably available to the Consultant; and
- (d) occurred without the fault or neglect of the Consultant
- will be considered an "Excusable Delay" if the Consultant advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Consultant becomes aware of it. The Consultant must also advise the Technical Authority, within twenty (20) working days, of all the circumstances relating to the delay. Within the same delay of twenty (20) working days, the Consultant must also provide to the Technical Authority, for approval, a clear work around plan explaining in details the steps that the Consultant proposes to take in order to minimize the impact of the event causing the delay.

- 2.6.2 Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
- 2.6.3 However, if an Excusable Delay has continued for three (3) months, the Contracting Authority may, by giving notice in writing to the Consultant to terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. Unless DFATD has caused the delay by failing to meet an obligation under the Contract, DFATD will not be responsible for any costs incurred by the Consultant or any of its Qualified Individuals or Ad-hoc resources as a result of an Excusable Delay.
- 2.6.4 If the Contract is terminated under GC 2.6, the Contracting Authority may require the Consultant to deliver to DFATD or the Recipient Country, in the manner and to the extent directed by the Contracting Authority, anything that the Consultant has acquired or produced specifically to perform the Contract.

2.7 Suspension of Services

- 2.7.1 The Contracting Authority may at any time, by written notice, order the Consultant to suspend or stop the Services under the Contract or part of the Services under the Contract for a period of up to one hundred eighty (180) Days. The Consultant must immediately comply with any such order in a way that minimizes the cost of doing so.

2.8 Termination due to default of Consultant

- 2.8.1 Except in situations identified in GC 2.6.1, if the Consultant is in default of carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Consultant, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Consultant has not cured the default to the satisfaction of the Contracting Authority within that cure period. If the Contract is terminated in part only, the Consultant must proceed to complete any part of the Contract that is not affected by the termination notice.
- 2.8.2 If the Consultant becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Consultant, or an order is made or a resolution passed for the winding down of the Consultant, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Consultant, immediately terminate for default the Contract or part of the Contract.
- 2.8.3 If DFATD gives notice under GC 2.8.1 or 2.8.2, the Consultant will have no claim for further payment except as provided under GC 2.8. The Consultant will be liable to DFATD for all losses and damages suffered by DFATD because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by DFATD in procuring the Services from another source.
- 2.8.4 Upon termination of the Contract under this GC 2.8, the Contracting Authority may require the Consultant to deliver to DFATD or the Recipient Country, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Services not delivered and accepted before the termination and anything the Consultant has acquired or produced specifically to perform the Contract. In such case, subject to the deduction of any claim that DFATD may have against the Consultant arising under the Contract or out of the termination, DFATD will pay or credit to the Consultant:

- (a) the value of the Fees for all completed parts of the Services performed and accepted by DFATD in accordance with the Contract;
- (b) the value of the incurred allowable Reimbursable Expenses as it relates to the Services performed and accepted by DFATD prior to the date of the termination notice; and
- (c) any other allowable Reimbursable Expenses that DFATD considers reasonable in respect to anything else delivered to and accepted by DFATD.

The total amount paid by DFATD under the Contract to the date of the termination and any amount payable under this GC 2.8.4 must not exceed the Contract price.

2.8.5 If the Contract is terminated for default under GC 2.8.1, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience issued under GC 2.9.

2.9 Termination for Convenience

2.9.1 At any time before the end of the Contract, the Contracting Authority may, by giving notice in writing to the Consultant, terminate for convenience the Contract or part of the Contract. Once such notice of termination for convenience is given, the Consultant must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Consultant must proceed to complete any part of the Contract that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.

2.9.2 If a termination notice is given pursuant to GC 2.9.1, the Consultant will be entitled to be paid for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Consultant has not already been paid or reimbursed by DFATD. The Consultant will be paid:

- (a) Fees for all Services performed and accepted before or after the termination notice in accordance with the provisions of the Contract and with the instructions contained in the termination notice;
- (b) the value of the incurred allowable Reimbursable Expenses as it relates to the Services performed and accepted prior to the date of the termination notice; and
- (c) all costs DFATD considers reasonable incidental to the termination of the Services incurred by the Consultant excluding the cost of severance payments or damages to employees whose services are no longer required, except wages that the Consultant is obligated by statute to pay.

2.9.3 DFATD may reduce the payment in respect of any part of the Services, if upon verification it does not meet the requirements of the Contract.

2.9.4 Upon termination of the Contract under this GC 2.9, the Contracting Authority may require the Consultant to deliver to DFATD or the Recipient Country, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Services not delivered and accepted before the termination and anything the Consultant has acquired or produced specifically to perform the Contract. The total of the amounts, to which the Consultant is entitled to be paid under this GC 2.9, together with any amounts paid, due or becoming due to the Consultant must not exceed the Contract price. The Consultant will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by DFATD under this GC 2.9 except to the extent that this GC 2.9 expressly provides.

2.10 Cessation of Rights and Obligations

2.10.1 Upon termination of the Contract pursuant to GC 2.7, 2.8, or 2.9, or upon expiration of the Contract pursuant to GC 2.2, all rights and obligations of the Parties will cease, except:

- (a) such rights and obligations as may have accrued on the date of termination or

- expiration;
- (b) the obligation of confidentiality set forth in GC 3.2;
- (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in GC 3.5; and
- (d) any right which a Party may have under the Law governing the Contract as specified in GC 1.4.1.

2.11 Assignment of Contract

- 2.11.1 The Consultant must not assign the Contract without first obtaining the written consent of the Contracting Authority. An assignment agreement signed by the Consultant and the assignee must be provided to DFATD before such consent for assignment is given. Any assignment made without that consent is void and will have no effect.
- 2.11.2 Assignment of the Contract does not relieve the Consultant from any obligation under the Contract and it does not impose any liability upon DFATD.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

Standard of Performance

- 3.1.1 The Consultant must perform the Services and carry out its obligations under the Contract with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and must observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. In respect of any matter relating to the Contract or to the Services, the Consultant must at all times support and safeguard DFATD's legitimate interests in any dealings with Qualified Individuals, Ad-hoc resources, or Third Parties.

Warranty by Consultant

- 3.1.2
 - (a) In line with fundamental principles of human rights that are embedded in the Canadian Charter of Rights and Freedoms, DFATD prohibits discrimination based race, national or ethnic origin, colour, religion, sex, age or mental or physical disability. The Consultant represents and warrants that:
 - (i) it agrees to abide with any governing law protecting individuals against any manner of discrimination regardless of location of work;
 - (ii) it must not discriminated with respect to individuals' eligibility to participate as a beneficiary of a development initiative beyond what is targeted in the STORs of the Contract.
 - (b) The Consultant represents and warrants that:
 - (i) It is competent to render the Services;
 - (ii) It has everything necessary to render the Services, including the resources, facilities, labour, technology, equipment, and materials; and
 - (iii) It has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to render the Services.
 - (c) The Consultant must:
 - (i) Render the Services diligently and efficiently;
 - (ii) Use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
 - (iii) Render the Services in accordance with standards of quality acceptable to DFATD and in full conformity with the STORs and all the requirements of the Contract; and

- (iv) Provide effective and efficient supervision to ensure that the quality of Services meets the requirements of the Contract.
- (d) The Services must not be performed by any person who, in the opinion of DFATD, is incompetent, unsuitable or has been conducting himself/herself improperly.
- (e) All Services rendered under the Contract must, at the time of acceptance, conform to the requirements of the Contract. If the Consultant is required to correct or replace the Services or any part of the Services, it must be at no cost to DFATD.

Evaluation of Performance

3.1.3 DFATD will evaluate the performance of the Consultant during the term of the Contract and/ or upon completion of the Services.

3.2 Confidentiality and privacy

3.2.1 The Consultant must keep confidential all information provided to the Consultant by or on behalf of DFATD in connection with the Services, including any information that is confidential or proprietary to Third Parties, and all information conceived, developed or produced by the Consultant as part of the Services when copyright or any other intellectual property rights in such information belongs to DFATD under the Contract. The Consultant must not disclose any such information without the written permission of DFATD. The Consultant may disclose to a Qualified Individual or Ad hoc resource any information necessary to perform the subcontract as long as Qualified Individual or Ad hoc resource agrees to keep the information confidential and that it will be used only to perform the subcontract.

3.2.2 The Consultant agrees to use any information provided to the Consultant by or on behalf of DFATD only for the purpose of the Contract. The Consultant acknowledges that all this information remains the property of DFATD or the Third Party, as the case may be. Unless provided otherwise in the Contract, the Consultant must deliver to DFATD all such information, together with every copy, draft, working paper and note that contains such information, upon completion or termination of the Contract or at such earlier time as DFATD may require.

3.2.3 Subject to the *Access to Information Act* (R.S.C. 1985, c. A-1) and to any right of DFATD under the Contract to release or disclose, DFATD will not release or disclose outside the Government of Canada any information delivered to DFATD under the Contract that is proprietary to the Consultant or its Qualified Individuals or Ad-hoc resources.

3.2.4 The obligations of the Parties set out in this GC 3.2 do not apply to any information if the information:

- (a) is publicly available from a source other than the other Party; or
- (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
- (c) is developed by a Party without use of the information of the other Party.

3.2.5 Wherever possible, the Consultant will mark or identify any proprietary information delivered to DFATD under the Contract as “Property of (Consultant's name), permitted Government uses defined under DFATD Contract No. (fill in contract number)”. DFATD will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.

3.3 Insurance to Be Acquired by the Consultant

- Insurance Specified by DFATD* 3.3.1 The Consultant must acquire and maintain insurance specified in the Contract at its own cost. Such insurance must be in place within ten (10) Days from the signature of the Contract for the duration of the period of the Contract as established in GC 2.2.
- Additional Insurance* 3.3.2 The Consultant is responsible for deciding if insurance coverage other than that specified in the Contract is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Consultant's own expense, and for its own benefit and protection.
- Insurance Certificates* 3.3.3 If requested by the Contracting Authority, the Consultant must provide, within the timeframe indicated in the notice, the proof of insurance issued by an insurance company or insurance broker rated as A++ to B++ by A.M. Best in the form of a certificate or certificates confirming that the insurance is in force.
- Litigation* 3.3.4 In the event that DFATD is enjoined in any litigation arising from any claims, the Consultant must, within ten (10) Days of a request from DFATD, provide certified true copies of all applicable insurance policies to the Contracting Authority.
- No Waiver* 3.3.5 Compliance with the insurance requirements does not relieve the Consultant from or reduce its liability under any other provisions set forth under the Contract.

3.4 Security Requirements

- Consultant's responsibility to safety and protection of Qualified Individuals* 3.4.1 The security requirements associated with the Contract, if any, are specified in the Contract and *Annex C: Security Requirements Checklist (SRCL)*.
- 3.4.2 **Obligations Related to Security**
- (a) The Consultant is responsible to ensure its own security and the security of its Qualified Individuals and Ad-hoc resources. DFATD assumes no responsibility for their security.
 - (b) The Consultant recognizes that work involved in Services could expose it and its Qualified Individuals and Ad-hoc resources to serious risks of injury and/or death.
 - (c) The Consultant is responsible to fully and openly disclose to its Qualified Individuals and Ad-hoc resources the inherent risks of the Services.
 - (d) The Consultant is also responsible to keep itself, its Qualified Individuals and Ad-hoc resources informed of any «Travel Reports and Warnings» issued by the DFATD.

The security provisions applicable to Afghanistan Contracts will be specified in the Contract.

3.4.3 Security Measures

- (a) Except for Afghanistan Contracts, it is the sole responsibility of the Consultant to conduct a security assessment and take any and all necessary measures to ensure its own security and the security of its Qualified Individuals and Ad-hoc resources. If the Consultant determines that a security plan is necessary, the Consultant will develop, adapt and implement a security plan based on international best practices in this area, taking the following into consideration:
 - i. Security related issues and challenges in general, and within the pro-

- ject area;
- ii. Local customs, laws and regulations;
- iii. Restrictions and protocols for movement in the project area, where applicable;
- iv. Security equipment and equipment-related protocols (vehicles, communications, personal protective equipment, etc.), as required;
- v. Security and safety protocols (guards, office, staff housing, the project area, etc.);
- vi. Evacuation, including emergency medical evacuation, procedures;
- vii. Abduction/Missing person protocol(s); and
- viii. Processes for security awareness updates, as required.

(b) The security provisions applicable to Afghanistan Contracts will be specified in the Contract.

For all Contracts:

(c) The Consultant should also put in place for itself, its Qualified Individuals and Ad-hoc resources, but not limited to, the following:

- i. Hospitalization and medical treatment arrangements;
- ii. Mortuary affairs arrangements;
- iii. Procedures for expected conduct and discipline;
- iv. Health and safety protocols as well as insurance requirements; and
- v. Critical incident management procedures, which should be in accordance with the Consultant's internal policies and harmonized, where practicable, with the Canadian Embassy consular procedures.

3.5 Audit

3.5.1 All costs incurred under the Contract may be subject to audit, at the discretion of DFATD, by DFATD's designated audit representatives. The Consultant will keep proper accounts and records of the cost of the Services and of all expenditures or commitments made by the Consultant, including the invoices, receipts and vouchers, which will be open to audit and inspection by the authorized DFATD Representatives who may make copies and take extracts there from. The Consultant must make facilities available for audit and inspection and must furnish the authorized DFATD representatives with such information as DFATD, may from time to time require with reference to the documents referred to in the Contract. The Consultant must not dispose of the documents referred to in the Contract without the written consent of the Contracting Authority, and must preserve and keep them available for audit and inspection for a period of seven (7) years following completion of the Contract.

3.6 Liability

3.6.1 The Consultant is liable for any damage caused by the Consultant, its Qualified Individuals, Ad-hoc resources, or agents to DFATD or any Third Party. DFATD is liable for any damage caused by DFATD, its employees or agents to the Consultant or any Third Party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the GCs or the Contract. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

3.7 Ownership of Intellectual and Other Property Including Copy-

3.7.1 The following definitions apply to this GC.

(a) "applicable national law" means, notwithstanding the law applicable to the Contract, the law of a country that applies to works and governs, in that country, acts reserved to an owner of a work, such as, in Canada, the *Copyright Act*.

right

Definitions

- (b) “intellectual property rights” or “rights” means, for the work, all or any of the acts reserved to the owner by the applicable law in the country where the licence or assignment of rights is exploited under the Contract, or the acts that the Parties to the Contract recognize as being reserved to the owner, especially by reference to the applicable law in Canada if there is no applicable law in a country or if this law is silent regarding an act.
- (c) “moral rights” means right to the authorship and right to the integrity of the work the author is recognized as having under the applicable national law.
- (d) “owner of intellectual property rights” or “owner” means any holder of intellectual property rights in a work as defined by the applicable national law or by the Parties to the Contract, especially by reference to the applicable law in Canada, if there is no national law or if this law is silent regarding a definition thereof, including the creator of the work, the creator’s employer if the creator’s employer owns rights under the applicable national law or under an agreement with the employee, coholders of rights in the work produced by the collaboration of two or more co-creators whose respective contributions cannot be distinguished, or the assignee or coassignees of rights in the work.
- (e) “work” means, in any form or medium, the original expression of any literary, artistic, dramatic, musical or scientific production, but not the idea itself expressed by the work, the original expression resulting from the selection or arrangement of works or of parts thereof, or of data, in the case of a compilation, the original expression produced by the collaboration of two or more creators whose respective contributions cannot be distinguished in the case of a work of joint authorship, or the original expression written in distinct parts by different authors, or which incorporates works or parts thereof by different authors, in the case of a collective work, whether or not protected under an applicable national law. Work does not include software and related software documentation.

Licenses and Assignments

Beneficiaries of the assistance project

3.7.2 Licence for the work created under the Contract for the needs of beneficiaries

In consideration for the price of its services under the Contract, for any work created under the Contract that is intended, according to the Technical Authority, to meet the needs of beneficiaries of the assistance project, the Consultant grants to any beneficiary designated by the Technical Authority, a worldwide, perpetual, irrevocable, non-exclusive, non-commercial, free of charge and royalty-free licence, authorizing the beneficiary:

- (a) to do the acts reserved to the owner by the applicable national law, or the acts reserved to the owner by the applicable law in Canada if there is no national law; and
- (b) to grant a sub-licence to any person, free of charge and royalty-free, authorizing the sub- licensee to do any or all of the acts mentioned in paragraph (a).

3.7.3 Assignment of rights in lieu of a licence

In lieu of the licence granted pursuant to GC 3.7.2 and as requested by Technical Authority, the Consultant assigns to the beneficiary, in consideration of the price of its services under a Contract, all intellectual property rights in each draft and version of any work created under the Contract, free of charge and royalty-free, subject to the rights granted to Her Majesty under the Contract.

Her Majesty

3.7.4 Licence for any work created the Contract for the needs of beneficiaries

In consideration of the price of its services under the Contract, for any work created under the Contract for the needs of beneficiaries of the assistance project, the Consultant grants to Her Majesty a worldwide, perpetual, irrevocable, non-exclusive, non-commercial, free of charge and royalty-free licence, authorizing Her Majesty:

- (a) to do the acts reserved to the owner by the applicable national law, or the acts reserved to the owner by the applicable law in Canada if there is no national law; and
- (b) to grant a sub-licence to any person, free of charge and royalty-free, authorizing the sub-licensee to do any or all of the acts mentioned in paragraph (a).

3.7.5 Assignment of rights in any work created under the Contract that serve to define or manage the assistance project

In consideration of the price of its services under the Contract, the Consultant assigns to Her Majesty, for all forms of exploitation worldwide, all intellectual property rights in each draft and version of any work created under the Contract that according to the Technical Authority serves to define or manage the assistance project, including proposals pertaining to the design, conceptualization, planning, or implementation of the assistance project, the implementation plan and work plans, narrative, financial, and technical reports, and any other work identified by the Technical Authority.

Licence for works created outside the Contract

3.7.6 For any work created outside the Contract that is included as a component of or associated as a complement to the work created under the Contract, the Consultant grants to the beneficiary and grants to Her Majesty, in consideration of the price of its services under the Contract, a licence identical to those stipulated in GCs 3.7.2 and 3.7.4.

Moral rights

3.7.7 The Consultant must provide to the Technical Authority at the completion of the Contract or at such other time as the Technical Authority may require, a written permanent waiver of moral rights in a form acceptable to the Technical Authority, from every author that contributed to the work which is subject to copyright protection and which is deliverable to the Technical Authority under the terms of the Contract. If the Consultant is an author of any of the work referred to in GC 3.7.5, the Consultant permanently waives the Consultant's moral rights in the work.

Ownership symbol and public recognition

3.7.8 The Consultant must ensure that:

- (a) copies, drafts, and versions of each work created under the Contract, and copies of each work created outside the Contract that is used as a component or complement of the work created under the Contract, bear the symbol used to indicate ownership and any other usual information; for example, the following symbol, name, and information are to be used for the work created under the Contract in which rights are assigned to Her Majesty: “© Her Majesty the Queen in right of Canada, DFATD (year of first publication where applicable)”; and

- (b) copies of each work created under the Contract, in which rights have not been assigned to Her Majesty, must indicate DFATD's support for their creation as described in GC 3.12.

Transfer of Obligations

3.7.9 Transfer of Obligations to Employed Creators

Before any work is created under the Contract, the Consultant must transfer in writing to any creator employed by the Consultant, the obligations stipulated in these terms and conditions, allowing the Consultant not to be in default to Her Majesty.

3.7.10 Transfer of Obligations to any Contractual Network of the Consultant

Before the creation of any work in any contractual network of the Consultant, the Consultant must transfer in writing, in any contractual network of the Consultant, the obligations stipulated in these terms and conditions, allowing the Consultant not to be in default to Her Majesty.

Description of works

- 3.7.11 Except if each work to be created is described in the Contract, the Consultant must declare and describe to the Technical Authority, in writing, as the Contract is being executed, any work to be created by the Consultant or the Consultant's employees, or any other creator in any contractual network of the Consultant and the network of any sub-contractor. The Consultant is responsible for the accuracy of the description.

Copies to be delivered

- 3.7.12 Unless otherwise specified in Annex B, Specific Terms of Reference, the Consultant must deliver to the Technical Authority, prior to final or last payment under the Contract, one (1) electronic and two (2) hard copies of any work created under the Contract.

Certifications and Warranty prior to the Technical Authority's final or last payment.

3.7.13 Certification regarding Clearance of Rights

Prior to the Technical Authority's final or last payment under the Contract, the Consultant certifies, in writing, that it is the owner of intellectual property rights in any work created under the Contract and has obtained, from the owner of rights in any work created outside the Contract, written authorization to include the work as a component of, or to associate the work as a complement with any work created under the Contract.

3.7.14 Warranty regarding Non Infringement of Rights

The Consultant represents and warrants that, to the best of its knowledge, neither it nor the Technical Authority will infringe any Third Party's intellectual property rights regarding any work created under the Contract and regarding any work created outside the Contract, and that the Technical Authority will have no obligation to pay royalties of any kind to anyone in connection with any work created under the Contract and in connection with any work created outside the Contract.

3.7.15 Certification of Compliance

Before the Technical Authority makes its final or last payment under the Contract, the Consultant must enumerate, in the Certification required by the Technical Authority, any work created under the Contract. The Consultant must also declare in this certification that it has delivered to the Technical Authority and to each beneficiary designated by the Technical Authority, the drafts, versions, and copies required by the Technical Authority for each of these works. The Consultant must also list

(name and address), in an annex to the certification, each owner and each co-owner of rights in any work for which the Technical Authority has not required assignment of rights under the Contract.

3.8 Intellectual Property Infringement and Royalties

- 3.8.1 If anyone makes a claim against DFATD or the Consultant concerning intellectual property infringement or royalties related to the work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against DFATD, according to the *Department of Justice Act*, (R.S.C, 1985, c. J-2), the Attorney General of Canada will have the control and conduct of all litigation for or against DFATD, but the Attorney General may request that the Consultant defend DFATD against the claim. In either case, the Consultant agrees to participate fully in the defense and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. The settlement of any claim by the Consultant must be approved in writing by the Attorney General of Canada.
- 3.8.2 The Consultant has no obligation regarding claims that were only made because:
- (a) DFATD modified the work or part of the work without the Consultant's consent or used the work or part of the work without following a requirement of the Contract; or
 - (b) the Consultant used equipment, drawings, specifications or other information supplied to the Consultant by DFATD (or by someone authorized by DFATD); or
 - (c) the Consultant used a specific item of equipment that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Consultant has included the following language in its own contract with the supplier of that equipment: "[Supplier name] acknowledges that the purchased items will be used by DFATD. If a Third Party claims that equipment supplied under this Contract infringes any intellectual property right, [supplier name], if requested to do so by either [Consultant name] or DFATD, will defend both [Consultant name] and DFATD against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Consultant's responsibility and, if the Consultant does not do so, it will be responsible to DFATD for the claim.
- 3.8.3 If anyone claims that, as a result of the work, the Consultant or DFATD is infringing its intellectual property rights, the Consultant will immediately do one of the following:
- (a) take whatever steps are necessary to allow DFATD to continue to perform the allegedly infringing part of the work; or
 - (b) modify or replace the work to avoid intellectual property infringement, while ensuring that the work continues to meet all the requirements of the Contract; or
 - (c) refund any part of the Contract price that DFATD has already paid.

If the Consultant determines that none of these alternatives can reasonably be achieved, or if the Consultant fails to take any of these steps within a reasonable amount of time, DFATD may choose either to require the Consultant to act in accordance with GC3.8.3 (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the work, in which case the Consultant will reimburse DFATD for all the costs it incurs to do so.

3.9 Equipment, Vehicles and Materials

- 3.9.1 Equipment, Vehicles and Materials furnished by DFATD
If applicable, equipment, vehicles and material will be made available to the Consultant as specified in the Contract.
- 3.9.2 Equipment, Vehicles and Materials, Services or Assets purchased by the Consultant
If applicable, the Consultant will procure equipment, vehicles and material, services or assets adhering to the principles specified in the Contract.

3.10 Use of DFATD/ Recipient Country Property, Facilities and Electronic Media

- 3.10.1 The Consultant must not use any of the goods, materials, equipment, facilities, furnishings or vehicles of DFATD, or a Recipient Country, including photocopiers, typewriters, computers and word processors for rendering any part of the Services, mandate or functions described in the Contract, unless previously agreed to in writing by the DFATD Representative. If use is authorized, the Consultant agrees to return these items and to reimburse DFATD, or the Recipient Country for missing or damaged items. When authorized to use DFATD electronic media, it is strictly for approved Contract activities. DFATD reserves the right to impose sanctions, including Contract termination, in accordance with GC 2.8, for any improper use of electronic media.

3.11 International Sanctions

- 3.11.1 From time to time, in compliance with United Nations obligations or other international agreements, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country of its nationals. These economic sanctions may be implemented by regulation under the *United Nations Act* (R.S.C. 1985, c. U-2), the *Special Economic Measures Act* (S.C. 1992, c.17), or the *Export and Import Permits Act* (R.S.C. 1985, c. E-19). The Consultant agrees that it will, in the performance of the Contract, comply with any such regulations that are in force on the effective date of the Contract, as in GC 2.1.1, and will require such compliance by its Qualified Individuals.
- 3.11.2 The Consultant agrees that DFATD relies on the Consultant's undertaking in GC 3.11.1 to enter into the Contract, and that any breach of the undertaking will entitle DFATD to terminate the Contract under GC 2.8.
- 3.11.3 The countries or groups currently subject to economic sanctions are listed on DFATD's website.
- 3.11.4 The Consultant agrees that only the text as published in the *Canada Gazette, Part II*, is authoritative.
- 3.11.5 The Consultant and its Qualified Individuals and Ad-hoc resources must comply with changes to the regulations imposed during the period of the Contract. The Consultant will immediately advise DFATD if it is unable to perform the Services as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with GC 2.9.

3.12 Public Recognition

- 3.12.1 If applicable as specified in the Contract, to make Canadians and populations of recipient countries aware of international development assistance [programs/projects/activities] funded by DFATD, the Consultant agrees to publicize in Canada and abroad, at no additional cost to DFATD, DFATD's financial contribution for the implementation of the [program/project/activity] stipulated in a Contract for the Services.

To this end, the Consultant agrees to abide by the Public Recognition clause indicated in the Contract.

4. QUALIFIED INDIVIDUALS AND AD-HOC RESOURCES

- 4.1 General** 4.1.1 The Consultant must provide Qualified Individuals to carry out the Services.
- Sub-contracting* 4.1.2 If specified in the Contract, the Consultant is permitted to sub-contract for Ad-hoc resources not listed in the SA. The total value of sub-contracted services is limited to twenty percent (20%) of the total value of the Contract.
- 4.2 Language Requirements** 4.2.1 If stated in the Annex B, Specific Terms of Reference, the Consultant has an obligation to provide Qualified Individuals, or Ad-hoc resources as applicable, that meet the language requirements.
- 4.2.2 In accordance with GC 4.3, the Consultant must replace any Qualified Individual or Ad-hoc resource whose language ability is considered inadequate by DFATD.
- 4.3 Replacement of Qualified Individuals or Ad-hoc resources** 4.3.1 The Consultant must ensure that Qualified Individuals or Ad-hoc resources assigned to an existing mandate provides the Services associated with that mandate unless the Consultant is unable to do so for reasons beyond its control and that the Consultant's performance of the Services under the Contract will not be affected. For the purpose of this GC 4.3.1, the following reasons are considered as beyond the Consultant's control: long-term/ permanent illness; death; retirement; resignation; maternity, paternity and parental leave; dismissal for cause; or termination of an agreement for default or any other reason acceptable to DFATD. The evidence that established such circumstances must be presented by the Consultant at DFATD's request and will be verified and considered for acceptance at DFATD's sole discretion. For replacement of a Qualified Individual, the Consultant must submit to DFATD for its approval a substitute Qualified Individual under its SA to DFATD for its approval. For replacement of an Ad-hoc resource, the Consultant must submit to DFATD for its approval a detailed curriculum vitae of the proposed substitute. In either case, the proposed substitute should have equivalent or better qualifications and experience than the original individual. However, in the event where the Consultant is unable to substitute an individual with equivalent or better qualifications than the original individual, DFATD may, at its sole discretion, accept an individual with lower qualifications. In this case, Fees will be negotiated downward in accordance with DFATD's internal guidelines for rate validation and for local Personnel, Fees are subject to negotiation and must not exceed local market rates.
- 4.3.2 The Consultant must replace any Qualified Individual or Ad-hoc resource whose services or qualifications are deemed inadequate by DFATD for the purpose of the Contract. The Consultant must submit to DFATD for its approval a detailed curriculum vitae of the proposed substitute.
- 4.3.3 Unless otherwise agreed to in writing by DFATD, the Consultant must pay for the cost of replacement.
- 4.4 Harassment in the work-place** 4.4.1 The Consultant must respect and ensure that all Qualified Individuals and Ad-hoc resources respect, in relation to persons working for DFATD, the Treasury Board [*Policy on Harassment Prevention and Resolution*](#) as well as the standards of non-discrimination set out in [*Canadian Charter of Rights and Freedoms*](#) when rendering any part of the Services.
- 4.5 Improper conduct or abandonment of position** 4.5.1 During the period of the Contract, the Consultant must refrain from any action which might be prejudicial to the friendly relations between Canada and the Recipient Country, where applicable, and must not participate directly, or indirectly, in any political activity whatsoever in the Recipient Country. The Consultant must maintain the standards of non-discrimination described in GC 3.1.2 (a) and GC 4.4.1 during the Contract whether the work is performed in Canada, in the Recipient Country or in any other location. The Consultant must ensure that its Qualified Individuals and

Ad-hoc resources are also bound by these provisions.

- 4.5.2 The Consultant must inform all its Qualified Individuals and Ad-hoc resources assigned to perform the Services that any instance of improper conduct, gross negligence or abandonment of a position before completion of the Services will constitute sufficient grounds for immediate dismissal. In such an event, payment of the Fees and all other payments will cease as of the date of this dismissal, and no payments will be made by DFATD for homeward travel or removal expenses unless otherwise agreed to in writing by the Technical Authority.
- 4.5.3 The Consultant will be advised in writing of any complaint related to harassment or discrimination and will have the right to respond in writing. Upon receipt of the Consultant's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken. This may result in Suspension of Services in accordance with GC 2.7 or Termination due to default of Consultant in accordance with GC 2.8.

5. OBLIGATIONS OF DFATD

5.1 Method of Payment

- 5.1.1 In consideration of the Services performed by the Consultant under the Contract, DFATD will pay the Consultant in accordance with the provisions set forth in GC 6.

6. PAYMENTS TO THE CONSULTANT

6.1 Contract Amount and Limitation of Expenditure

- 6.1.1 Subject to the application of the other terms and conditions specified in this *Section 3. General Conditions (GC) of Contract* and the Contract, DFATD will pay the Consultant up to the maximum amount specified in the Contract.
- 6.1.2 No increase in the Contract amount resulting from any changes, modifications or interpretations of the STORs, will be authorized or paid to the Consultant unless such changes, modifications or interpretations have been approved, in writing, by the Contracting Authority and incorporated by way of an amendment into the Contract. The Consultant must not perform any Services which would cause DFATD's liability to exceed the Contract amount stipulated in GC 6.1.1.
- 6.1.3 In accordance with section 40 of the Canadian Financial Administration Act (R.S., c. F-11, s. 40), payment under the Contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment hereunder would come in course of payment.
- 6.1.4 The Consultant must promptly notify the Technical Authority in writing as to the adequacy of the amount mentioned in GC 6.1.1 when:
 - (a) it is seventy five percent (75%) committed; or
 - (b) four (4) months prior to the Contract expiry date; or
 - (c) if the Consultant considers that the funds provided are inadequate for the completion of the project;

whichever comes first.

At the same time, the Consultant must provide DFATD with an estimate of that portion of the Services remaining to be done and of the expenditures still to be incurred.

- 6.1.5 The giving of any notification by the Consultant pursuant to GC 6.1.4 will not in-

crease DFATD's liability over the Contract amount.

Taxes

6.1.6 Applicable Taxes

Federal government departments and agencies are required to pay Applicable Taxes. The Applicable Taxes is not included in the maximum Contract amount specified in GC 6.1.1. The estimated amount of Applicable Taxes is specified in the Contract. Applicable Taxes will be paid by DFATD as provided in GC 6.1.9. It is the sole responsibility of the Consultant to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Consultant agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

6.1.7 The Consultant is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Consultant must pay applicable provincial sales taxes, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation, including for material incorporated into real property.

6.1.8 Applicable Taxes included in the cost of Services:

Notwithstanding any other terms and conditions of the Contract, the Consultant acknowledges that the Fees, prices and costs specified in the Contract:

- (a) Take into account the Applicable Taxes, municipal taxes and provincial sales tax, if any, that the Consultant must pay on the goods and services that the Consultant procures to provide the Services stipulated in the Contract, less the Applicable Taxes and provincial sales tax credits and rebates to which the Consultant is entitled;
- (b) Do not take into account the Applicable Taxes that DFATD will remit to the Consultant and that the Consultant must collect from DFATD pursuant to the Excise Tax Act (R.S.C., 1985, c. E-15), as prescribed in the GC 6.1.6 and specified in accordance with the terms and conditions stipulated below.

6.1.9 For the purposes of applying the GC 6.1.6, the amount of Applicable Taxes, if any, must be indicated separately on requisitions for payment, financial reports or other documents of a similar nature that the Consultant submits to DFATD. All items that are zero-rated, exempt or to which these Applicable Taxes do not apply, must be identified as such on all invoices.

6.1.10 Tax Withholding

Pursuant to the Income Tax Act, (R.S.C., 1985, c. 1 (5th Supp.)) and the Income Tax Regulations (C.R.C., c. 945), DFATD must withhold fifteen (15%) percent of the amount to be paid to the Consultant in respect of services provided in Canada if the Consultant is a non-resident unless the Consultant obtains a valid waiver. The amount withheld will be held on account for the Consultant in respect to any tax liability which may be owed to Canada.

6.2 Basis of Payment

6.2.1 The Basis of Payment is specified in the Contract.

Provision for multi-year contracts

6.2.2 Provisions for multi-year Contracts are specified in the Contract

6.3 Currency of Payment

6.3.1 Payments by DFATD to the Consultant will be made in Canadian dollars.

6.4 Perfor-

6.4.1 Unless otherwise specified in the Contract, to guarantee the Consultant's perfor-

mance Guarantee		mance, ten percent (10%) of the total Contract amount as specified in GC 6.1.1 will be subject to a holdback.
<i>Holdback</i>	6.4.2	This holdback may be released as specified in the Contract.
	6.4.3	If specified in the Contract, an Irrevocable Standby Letter of Credit (ISLC) could be used, in lieu of a holdback.
6.5 Mode of Billing and Payment	6.5.1	Billings and payments in respect of the Services will be made as specified in the Contract.
6.6 Final Payment	6.6.1	When it has been established to DFATD's satisfaction that the Consultant has performed, furnished or delivered all Services required under the Contract, and upon receipt of a certificate stating that all the Consultant's financial obligations to Qualified Individuals and Ad-hoc resources have been fully discharged, DFATD will release the holdback, return the ISLC provided, if any, and pay the balance due against the Contract.
6.7 Right of Set-Off	6.7.1	Without restricting any right of set-off given or implied by law or by any provision of the Contract or any other agreement between DFATD and the Consultant, DFATD may set off against any amount payable to the Consultant by DFATD under the Contract, or under any other contract. DFATD may, when making a payment pursuant to the Contract, deduct from the amount payable to the Consultant any such amount payable to DFATD by the Consultant which, by virtue of the right of set-off, may be retained by DFATD.
6.8 Interest on Overdue Accounts	6.8.1	In this GC: <ul style="list-style-type: none"> (a) "amount due and payable" means an amount payable by DFATD to the Consultant in accordance with the Basis of Payment specified in the Contract; (b) "overdue amount" means an amount due and payable which has not been paid within thirty (30) Days following the date upon which the invoice and statement documentation specified in GC 6.5 has been received by DFATD; (c) "date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable; (d) "bank rate" means the average daily Bank of Canada rate for the month preceding the current month of the payment date; and (e) "due date" means thirty (30) Days after receipt of the invoice and statement documentation specified in GC 6.5.
	6.8.2	DFATD will pay at the Consultant's request, simple interest at the bank rate plus three percent (3%) on any amount overdue.
	6.8.3	Interest will not be payable on holdbacks.
	6.8.4	Interest will only be paid when DFATD is responsible for the delay in paying the Consultant.
6.9 Debts left in the Recipient Country	6.9.1	If the Consultant, and/or Qualified Individuals and/or Ad-hoc resources leave a Recipient Country without discharging a debt legally contracted there, DFATD may, after giving written notice to the Consultant and conferring with the Consultant in this matter, apply any money payable to the Consultant under the Contract toward the liquidation of the debt in question.

7. COMPLAINT MECHANISM AND SETTLEMENT OF DISPUTES

7.1 Alternate Dispute Resolution

- 7.1.1 The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle (for DFATD, the Technical and Contracting Authorities). If the Parties do not agree within ten (10) working days, they may refer the matter to management (for DFATD the Director General responsible for the Contract in question), who will pursue discussions to reach a settlement. If no settlement is reached within ten (10) working days, each party hereby:
- a) Consents to fully participate in and bear the cost of any dispute resolution process proposed by the Procurement Ombudsman appointed pursuant to Subsection 22.1 (1) of the *Department of Public Work and Government Services Act* to resolve a dispute between the parties respecting the interpretation or application of a term or conditions in this contract; and
 - b) Agrees that this provision shall, for purposes of Section 23 of the *Procurement Ombudsman Regulations*, constitute such party's agreement to participate in and bear the cost of such process.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

7.2 Complaint Mechanism for Contract Administration

- 7.2.1 The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public works and Government Services Act will review a complaint filed by the Consultant respecting administration of this contract if the requirements of Subsection 22.2(1) of the Department of Public works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

This Supply Arrangement (SA) is executed on behalf of the SA Holder and on behalf of DFATD by their duly authorized officers.

For and on behalf of the SA Holder *[add space for each Member, in the case of a consortium/joint venture]*

[Name and title of authorized representative]

Date [Month Day, Year]

For and on behalf of DFATD

[Name and title of authorized representative]

Date [Month Day, Year]