

INTERNATIONAL REQUEST FOR PROPOSALS

Procurement of Management Services

**RFP Closing Date is
February 15, 2016
at 14:00, Eastern Standard Time (EST)**

**DEPARTMENT OF FOREIGN AFFAIRS, TRADE AND
DEVELOPMENT
(DFATD)**

Summary Description

The Department of Foreign Affairs, Trade and Development (DFATD) requires the services of a Consultant to implement the Field Support Services project (FSSP) in Kenya and other countries of accreditation, including Uganda, Rwanda, Burundi, Somalia, Madagascar, Botswana, Namibia, Lesotho, Mauritius, South Africa and Zimbabwe. In general, the Consultant will be responsible to provide a range of services in support of the implementation of DFATD's development programming in the above mentioned countries, and in support of the Kenyan and other development stakeholders. These services include, but are not limited to the provision of logistical, procurement, financial, and administrative support in addition to support to local development initiatives for DFATD projects/programs delivery.

Additional information related to the requirement is detailed in Section 4, Terms of Reference.

Services will be for a period of six (6) years from the date of Contract signature.

Section 1: Instructions to Bidders

This section provides relevant information to help Bidders prepare their Proposals. Information is also provided on the submission, opening, and evaluation of Proposals and on the award of the Contracts.

Section 2: Technical Proposal - Standard Forms

This section contains the Technical Proposal Forms to be submitted as part of the Technical Proposal.

Section 3: Financial Proposal - Standard Forms

This section contains the Financial Proposal Forms to be submitted as part of the Financial Proposal.

Section 4: Terms of Reference

This section contains the description of the services required.

Section 5: Evaluation Criteria

This section contains the description of the evaluation criteria and the evaluation grid.

Section 6: Standard Form of Contract

This section contains the clauses of the resulting Contract.

Section 1. Instructions to Bidders (ITB)

This section provides information to help Bidders prepare their Proposals. Information is also provided on the submission, opening, and evaluation of the Proposals and on the award of the Contract.

Mandatory Procedural Requirements

There are mandatory procedural requirements associated with this Request for Proposal (RFP). Any Proposal that fails to meet any mandatory procedural requirement will be rejected. Only requirements identified in the RFP, Instruction to Bidders (ITB), with the word “must” are considered mandatory procedural requirements. No other procedural requirements can be introduced/ modified/ removed through any other Sections of the RFP.

Definitions

- (a) “**Administrative Mark-up**” means the mark-up paid to the Consultant on the cost of Technical Specialists procured by the Consultant upon request by DFATD during the implementation of the Contract.
- (b) “**Applicable Canadian Taxes**” means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), the Quebec sales Tax (QST) and any other provincial tax, by law, payable to Canada.
- (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* (R.S.C., 1985, c. 1 (5th Supp.));
 - iv. a Canadian 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) “**Bidder**” means the person or entity (or, in the case of a consortium or joint venture, the persons or entities) submitting a Proposal to perform the resulting Contract for Services. It does not include the parent, subsidiaries or other affiliates of the Bidder.
- (e) “**DFATD**” means the Department of Foreign Affairs, Trade and Development Canada.
- (f) “**Consultant**” means the person or entity 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.
- (g) “**Contract**” means the written agreement between the Parties to the Contract, which includes the conditions, 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.
- (h) “**Day**” means calendar day, unless otherwise specified.
- (i) “**Fees**” mean 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.

- (j) **“GETS”** means Canada’s Government Electronic Tendering Services <https://buyandsell.gc.ca/>
- (k) **“Her Majesty”** or **“Government of Canada”** means Her Majesty the Queen in right of Canada.
- (l) **“Irrevocable Standby Letter of Credit (ISLC)”** means a document from a bank or an 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) **“Local Taxes”** include but are not limited to value added or sales tax, social charges or income taxes on non-resident Personnel, corporate taxes, duties, fees and levies incurred in the Recipient Country.
- (n) **“Member”** means any of the persons or entities that make up a consortium or joint venture and **“Members”** means all these persons or entities.
- (o) **“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 this RFP. Any communication between DFATD and the Member in charge is deemed to be communication between DFATD and all other Members.
- (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) **“OECD/DAC”** means the Development Assistance Committee of the Organization for Economic Cooperation and Development.
- (r) **“Parties”** means the Bidder and DFATD.
- (s) **“Personnel”** means an individual(s) assigned by the Consultant to perform services under the Contract. Personnel do not include Technical Specialists procured under the Contract.
- (t) **“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.
- (u) **“Point of Contact”** means the DFATD officer responsible for coordinating communication between Bidders and DFATD during the RFP, namely Mélanie Rivard, Senior Contracting Officer, Contracting Services (SGC), Department of Foreign Affairs, Trade and Development, 125 Sussex Drive, Ottawa, ON, K1A 0G2, Canada Facsimile: 819-953-9186, Email: melanie.rivard@international.gc.ca
- (v) **“Project Location”** means the location(s) where Services will be rendered as indicated in Section 4, Terms of Reference.

- (w) **“Proposal”** means the technical and financial proposal submitted by a Bidder.
- (x) **“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.
- (y) **“Recipient Country”** is a project owner/beneficiary for the purpose of this RFP as indicated in Section 4 of the RFP.
- (z) **“Reimbursable Expenses”** means the out-of-pocket expenses which can be specifically identified and measured as having been used or to be used in the performance of the Contract.
- (aa) **“RFP Closing Date”** means the date indicated on the first page of this RFP or any extension to this date by which a Bidder’s Proposal must be submitted.
- (bb) **“Service Costs”** means the fixed monthly rates charged by the Consultant for the provision of specific Services described in Section 4 - Terms of Reference.
- (cc) **“Services”** means everything that has to be delivered or performed by the Consultant to meet its obligations under the Contract, including everything specified in Section 4, Terms of Reference.
- (dd) **“Technical Specialist”** means an individual procured by the Consultant upon request by DFATD during the implementation of the Contract to provide technical services. Technical Specialists are not considered Consultant’s Personnel.
- (ee) **“Terms of Reference”** means the document included in the RFP as Section 4.
- (ff) **“Travel Status”** means travel approved in writing by DFATD directly related to the Services.

1. Introduction

- 1.1 The purpose of this RFP is to select a Consultant to provide the Services and enter into the resulting Contract.
- 1.2 The Consultant will not be hired under the Contract as an employee, a servant, a partner or an agent of the Government of Canada.
- 1.3 Bidders who submit Proposals agree to be bound by the instructions, clauses and conditions of the RFP and accept the clauses and conditions of the resulting Contract, as is, in their entirety.
- 1.4 Bidders are requested to familiarize themselves with local conditions and consider them in preparing their Proposals. For this purpose, DFATD may organize a Bidders' conference that the Bidders are encouraged to attend at their own cost prior to submitting their Proposals.
 - (a) A Bidders' conference for all interested Bidders will be held on January 20, 2016 at DFATD's offices in Canada located at 200 promenade du Portage, Gatineau beginning at 8:00 am (EST) and concurrently at the High Commission of Canada located on Limuru Road in Gigiri, Nairobi, Kenya at 16:00 (EST). Tele-conference access will be available. The session will be held to answer questions on the project and/or on the RFP. Bidders who do not attend the conference will not be excluded from submitting a Proposal.
 - (b) In order to facilitate the conference, Bidders are requested to submit their questions, comments and/or a list of issues they wish to table in advance by email, in English and/or French, at the latest by January 13, 2016 at 17:00 (EST) to the Point of Contact (refer to ITB Definitions (u) Point of Contact) to allow sufficient time for DFATD to make logistical arrangements and prepare answers. Additional questions from the floor are allowed during the conference itself. If they affect the RFP, clarifications or changes resulting from the Bidders' conference will be included as an addendum to the RFP.
 - (c) Bidders are requested to confirm in advance their intention to attend by emailing the Point of Contact, at the latest by January 13, 2016 at 17:00 (EST). Bidders are requested to indicate their name, postal address, email address, telephone number, fax number as well as the name and the title of the Bidder's representative(s) who will attend, and at which location, passport number or ID number, in such email to DFATD. Representatives are requested to arrive 20 minutes prior to the conference to provide sufficient time to pass through security screening. DFATD reserves the right to cancel the conference and inform Bidders by means of an addendum to the present RFP, if this happens.

2. Cost of Proposal Preparation

- 2.1 DFATD will not reimburse the costs, including travel, incurred by the Bidder in the preparation and evaluation of its Proposal and the negotiation of the resulting Contract.

3. Governing Law

- 3.1 The RFP and any resulting Contract must be interpreted and governed, and the relations between the Parties determined by the laws in force in the province of Ontario (Canada). The Parties irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts and tribunals of Canada.
- 3.2 A Bidder may, at its discretion, substitute any 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

(in TECH-3, Bidder's Organization). If no substitution is made, the Bidder acknowledges that the governing law specified in paragraphs 3.1 is acceptable to the Bidder.

4. Bidders

- 4.1 Where the Proposal is submitted by a consortium or joint venture, the Members of the consortium or joint venture together comprise the Bidder.
- 4.2 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.
- 4.3 Bidders must be eligible to participate in this RFP process.
- (a) A Bidder is eligible to participate in this RFP process if it, including each Member if a proposal is submitted by a consortium or joint venture, has the legal capacity to contract.
- (b) A Bidder, including each Member if a proposal is submitted by a consortium or joint venture, is not eligible to participate in this RFP process if it is a government entity or a government-owned enterprise.
- (c) Government officials and/ or civil servants are not eligible to bid.
- 4.4 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, into either English/French- the official languages of Canada, 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.

One Bidder, One Proposal

- 4.5. Multiple proposals from the same Bidder are not permitted in response to this RFP. A Bidder must submit only one proposal in response to this RFP. Individual Members of a consortium or joint venture are not permitted to participate in another bid, either by submitting a bid alone or by submitting a bid as a Member of another consortium or joint venture. If the Bidder submits a proposal individually or as a Member of a consortium or joint venture, it must not participate as a sub-consultant in another proposal. A Bidder who submits more than one proposal will cause all the proposals that the Bidder submitted to be rejected. A sub-consultant, however, may participate in more than one proposal, but only in that capacity.

5. Proposal Validity

- 5.1 Proposals must remain valid and open for acceptance for the period of 180 Days after the RFP Closing Date.

6. Clarifications and Amendment of RFP Documents

- 6.1 Bidders may request a clarification of any of the RFP elements no later than 14 Days before the RFP 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 RFP in writing, or by standard electronic means only to the Point of Contact. Communication with other DFATD representatives may result in rejection.

tion of the Proposal.

- 6.3 If, in DFATD's opinion, a request for clarification affects the RFP, request(s) received and replies to such request(s) will be provided simultaneously to all Bidders through a formal addendum to the RFP and will be published on GETS without revealing the source of the request.
- 6.4 A request for an extension of the RFP Closing Date will only be considered if it is received no later than 14 Days before the RFP Closing Date, in writing, by the Point of Contact. The revised RFP Closing Date, if granted, will be published on GETS approximately 7 Days before the original RFP 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 Bidder is requested to submit:

(a) Technical proposal: The original and 4 hard copies accompanied with an electronic copy in ADOBE format on a portable memory device USB key or Flash Drive.

(b) Financial proposal: The original and 2 hard copies.

Bidders are requested to clearly identify the original hard copy on its front cover. DFATD reserves the right to identify an original if none is identified by the Bidder.

In the event of a discrepancy between the original and copies, the original will prevail. In the event of a discrepancy between the original hard copy and the electronic copy, the original hard copy will prevail.

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

- 7.4 Due to the nature of this RFP, 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 RFP at paragraph 7.1 and any such Proposals will not be accepted.

Late Proposals

- 7.6 A Proposal received by DFATD after the RFP Closing Date will not be considered and may be returned unopened.

- 7.7 The requirements with respect to the submission of Proposals are as follows:

- (a) Technical proposal:

Bidders are requested to place the original and all hard and electronic copies of the technical proposal in a sealed envelope clearly marked "TECHNICAL

PROPOSAL”, followed by the RFP reference number, project title and the 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 RFP reference number, project title and the RFP 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 bear the name of the Bidder, return address of the Bidder, submission address (refer to paragraph 7.1), RFP reference number, project title and RFP Closing Date. 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.

7.8 All Proposals received on or before the 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.

Withdrawal, Substitution, and Modification of Proposal

7.9 Prior to the 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 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 RFP Closing Date.

8. Language

8.1 Proposals, as well as all related correspondence exchanged by the Bidders and DFATD, must be written in one of the official languages of Canada (English or French).

9. Technical Proposal

Mandatory Forms to Be Provided

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:

(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

Section 1. Instructions to Bidders

9.2 Bidders are requested to submit completed TECH-2: Certifications, and TECH-3:

Proposal

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, submission, 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 10 Days of DFATD informing the Bidder that it is considering such rejection.

9.5 In addition to TECH-1, TECH-2 and TECH-3, Bidders are requested to submit the following standard forms as part of their technical proposals: TECH-4: Bidder's Experience, TECH-5: Methodology, and TECH-6: Personnel.

Other Forms to Be Provided

9.6 Where specified in the respective TECH forms and/or Section 5, Evaluation Criteria, Bidders are requested to respect page limits and font size assigned to responses to any or all RFP requirements. DFATD will not consider or evaluate information contained in pages exceeding the specified limit.

9.7 Bidders must respect the fixed number of person-days and/or number of units set by DFATD. Where the level of effort and/or number of units proposed by the Bidder differ from that fixed by DFATD, the financial evaluation and resulting Contract will be based on DFATD's fixed level of effort and/or number of units.

Content Presentation

9.8 Only one curriculum vitae (CV) can be submitted for each Personnel position, using TECH-6: Personnel. DFATD will not consider any additional CVs in the Proposal evaluation.

9.9 Bidders are not required to identify Technical Specialists as part of their technical proposals. DFATD will not consider the CV of any Technical Specialist submitted by Bidders in its evaluation of Proposals.

10. Financial Proposals

10.1 All information related to Fees, Administrative Mark-up costs, and Service Costs must only appear in the financial proposal. The financial proposal must be prepared using forms FIN-1, FIN-2 and FIN-3. If a Bidder does not submit these forms with its Proposal or does not comply with the provisions of paragraph 10.4, Pricing Basis, the Proposal will be rejected.

- 10.2 Envelopes for Reimbursable Expenses and Technical Specialists are fixed by DFATD as follows:
- (a) The envelope for Reimbursable Expenses is fixed at 765,000 Canadian dollars. Bidders are not required to estimate Reimbursable Expenses that they will incur for the provision of the Services. Reimbursable expenses will be subject to DFATD approval prior to being incurred. Reimbursement will be at cost.
 - (b) The envelope for Technical Specialists is fixed at 3,565,000 Canadian dollars. The envelope for Technical Specialists covers such individuals' remuneration. All other costs related to Technical Specialists will be paid in accordance with the basis of payment set out in Section 6. *Standard Form of Contract*, paragraph 6.2.
- 10.3 The Bidder is not to add positions to FIN-1. Should the Bidder include any position other than those identified by DFATD, they will be deemed not included in the Bidder's financial proposal. The costs associated with these positions will not be taken into consideration in the financial evaluation nor will they be included in the resulting Contract.

Pricing Basis

- 10.4 Bidders must submit their financial proposals in accordance with the FIN forms and the following pricing basis:

10.4.1 Fees (Form FIN-1):

The following cost elements, if any, must be included in the Fees:

- i) Direct salaries – means the amounts paid to individuals for actual time directly worked under the Contract;
- ii) Employee fringe benefits - means 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, severance and/or end of employment payments, etc.;
- iii) Overhead/indirect costs – means the business operating costs originating from any of the Bidder's offices, including but not limited to the cost of office space and equipment required by FSSP Personnel to execute its mandate under the resultant Contract;
- iv) Profit.

10.4.2 Administrative Mark-up Rate (Form FIN-2)

The Administrative Mark-up rate is to apply to the budget set aside for the Technical Specialists required during Contract execution as specified at paragraph 10.2 (b).

10.4.3 Service Costs (Form FIN-3)

Service Costs include costs related to the following types of services and as specified in the Terms of Reference. The Bidder must indicate a firm all-inclusive monthly unit rate for each of the following services:

(a) **Office Space:**

Bidders are requested to include the costs associated with the use of office space by Technical Specialists and other parties designated by DFATD in this category. The costs for use of office space by the Consultant's FSSP Personnel are not to be included, as these are covered in overhead costs (refer to paragraph 10.4.1. iii). Office space costs for each type of office space include but are not limited to: office rental, repairs and maintenance; heating/cooling costs; access to utility services such as internet, phone/communications systems, electricity; office charges; cleaning; security; furniture; set-up and rehabilitation costs, technical support during usage, and any other cost to ensure readiness of office space for requested usage. Costs of communications and use of internet will be reimbursed separately (see paragraph 10.5(b)).

(b) **Equipment:**

Bidders are requested to include the costs associated with the use of equipment by Technical Specialists and other parties designated by DFATD in this category. The costs for the use of equipment by the Consultant's FSSP Personnel are not to be included, as these are covered in the overhead cost (refer to paragraph 10.4.1. iii). Equipment costs, for each type of equipment, include but are not limited to: the purchase, maintenance and replacement of equipment, accessories, technical support during usage, and any other cost to ensure readiness of equipment for requested usage. Costs of communications will be reimbursed separately (see paragraph 10.5(b)).

Reimbursable Expenses

10.5 Reimbursable Expenses should not contain any elements of Fees, Administrative Mark-up costs, Service Costs, overhead/indirect costs or profit. DFATD recognizes the following categories of Reimbursable Expenses.

- (a) Travel and living expenses: the cost of travel while on Travel Status and the cost of other transportation will be reimbursed but must not exceed the limits in the National Joint Council Travel Directive (the "Directive") and the Special Travel Authorities Directive (the "Special Directive"), which takes precedence over the Directive. The Directive and the Special Directive serve as a ceiling for unit prices of certain Reimbursable Expenses.
- (b) Project-related communication costs, including but not limited to long-distance charges, videoconference, internet, fax, newspaper publishing, mailing and courier;
- (c) Translation and interpreters costs directly related to the project;
- (d) Certain expenses, such as local transportation costs and living expenses while on Travel Status for the purpose of the Services but excluding remuneration from DFATD for counterpart personnel of Recipient Country(ies), who have been identified by the Recipient Country(ies) to either receive training and/or work with the Personnel on the project;
- (e) Actual and Reasonable Costs of any third party who may be contracted under the Project, including labour and materials;
- (f) Actual and Reasonable Costs of training, observation tours, studies, workshops and seminars, including but not limited to textbooks and manuals, and excluding Personnel costs related to them, as approved in advance by DFATD (normally

as part of a work plan);

- (g) Actual and Reasonable Costs of fuel for transportation exclusively for Project-related purposes documented in the log book;
- (h) Actual and Reasonable Costs of taxi services and vehicle rental, including but not limited to fuel and the services of a driver, upon request and in accordance with the requirements established by DFATD;
- (i) Actual and Reasonable Costs of office supplies exclusively used by the Technical Specialists and other parties designated by DFATD; and
- (j) All other expenses approved in advance by DFATD.

Provisions for Multi-year Contract

- 10.6 Fees and unit service rates/costs must be expressed by year, for the duration of the Contract and each possible additional option period, if any, as stated in the Summary Description of this RFP (i.e. Year 1, Year 2, Year 3, etc.).
- 10.7 Applicability of Fees and unit service rates/costs for Year 1 starts at Contract signature.
- 10.8 Fixed Fees and unit service rates/costs applicable for subsequent years (Year 2, Year 3, etc.) become effective on the Contract anniversary date.

Currency

- 10.9 Bidders must provide the price of the Services in Canadian dollars. The resulting Contract will be awarded in Canadian dollars.

Taxes

- 10.10 Bidders are requested to exclude all Applicable Canadian Taxes from the price.
- 10.11 All other taxes, including but not limited to Local Taxes, must be included by the Bidders in the price.
- 10.12 The cost of the Contract is comprised of the total Fees, cost of Technical Specialists, Administrative Mark-up cost, Service Costs and Reimbursable Expenses and Applicable Canadian Taxes, paid by DFATD for the provision of Services.

11. Proposal Evaluation

- 11.1 Unless otherwise specified in this RFP, 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.

Mandatory Procedural Requirements

- 11.2 Proposals that comply with all of the mandatory procedural requirements will be evaluated based on the evaluation criteria as specified in Section 5, Evaluation Criteria.

11.3 (reserved).

Evaluation of Technical Proposals

- 11.4 In their technical proposals, Bidders are requested to address clearly and in sufficient depth the rated criteria specified in Section 5, Evaluation Criteria, against which Proposals will be evaluated. Simply repeating the statement contained in the RFP is not sufficient. Bidders are requested to provide supporting data (for example, description of past experience, degrees, description of the Bidder's facilities, when applicable), to demonstrate their capability. Not sufficiently addressing a rated criterion may result in a score of zero for that rated criterion.

- 11.5 Proposals that fail to achieve at least 60% of the technical score under the Personnel

category or at least 60% on the overall technical score will be rejected and the financial proposal will remain unopened. Only Proposals that achieve both minimum technical scores will be considered technically compliant.

- 11.6 Only work experience of the Bidder will be assessed. In case of a consortium or joint venture, unless otherwise specified in Section 5, Evaluation Criteria, the experience of any Member may be included in a Proposal as work experience of the Bidder. Nevertheless, when the evaluation requirement is demonstrated through number of years/months of experience, the cumulative experience of the Members cannot be used. For example, if the RFP requires 5 years of experience in education, and both Members independently have 3 years each, the experience requirement will not be met. For the purposes of evaluation, listing experience with no substantiation to describe where and how such experience was obtained may result in a score of zero.
- 11.7 Where Form TECH-6A is not provided with the Proposal, DFATD will, in its evaluation, treat the Proposal as though there was no one identified to carry out that specific element of the project. Where Form TECH-6B is not provided with the Proposal or is improperly completed, DFATD will request corrections and/or completion from the Bidder. Bidders must submit the completed TECH-6B within the timeframe specified in the notification. If the completed TECH-6B is not submitted within the specified timeframe, DFATD will treat the Proposal as though there was no one identified to carry out that specific element of the project. In this paragraph, “improperly completed” means:

- (a) There are one or more fields that are not completed; or
 (b) TECH-6B is not signed by the individual.

Evaluation of Financial Proposals

- 11.8 Financial proposals will only be opened and evaluated if the Bidder obtains at least 60% of the technical score under the Personnel category and at least 60% on the overall technical score.
- 11.9 The total cost of Fees, Administrative Mark-up costs and Service Costs will be considered in the financial evaluation.
- 11.10 The evaluation of financial proposals will be carried out based on a “best value adjusted for cost” methodology. The technical proposal is awarded a maximum of 400 points or 40% of a total possible 1,000 points and the financial proposal is awarded a maximum of 600 points or 60%.
- (a) The total of the financial proposal will be calculated by adding the total cost of Fees, Administrative Mark-up costs and Service Costs (FIN-1+FIN-2+FIN-3 = financial proposal).
- i. The total cost of Fees is the sum of all the sub-totals of each position identified by DFATD calculated by multiplying the fixed number of person-days established by DFATD for each position with the Bidder’s average daily rate in accordance with FIN-1.
- ii. Administrative Mark-up costs will be calculated by applying the Bidder’s mark-up rate, as indicated in FIN-2, to the budget set-aside for the cost of Technical Specialists using the following formula:

$$\text{Administrative Mark-up costs} = \text{budget set-aside (\$)} \times \text{mark-up rate (\%)}$$

- iii. Service Costs are the sum of all the sub-totals of items identified by DFATD calculated by multiplying the fixed number of units for each item with the Bidder's average monthly Service Costs in accordance with FIN-3.

Scoring of Financial Proposals

- (b) The financial proposal with the lowest dollar value will be given the maximum number of points. The scores for all other financial proposals are calculated on a pro-rata basis based on the lowest compliant price. For example, the total financial score is 600 points and the proposed cost of Bidder A is the lowest compliant price, Bidder A will receive 600 points for its financial proposal. All other technically compliant Bidder's financial score will be calculated as follows: Bidder B's financial score = Bidder A's price/Bidder B's price X 600.

- 11.11 The Bidder whose Proposal obtained the highest combined technical and financial score will be invited for negotiations unless there is less than 10 points (1 % of 1,000 total evaluation points) between that Bidder and the lower ranked Bidders. In such a case, the Bidder with the lowest financial proposal will be invited to negotiate

Price Justification

- 11.12 Upon request by the Point of Contact, Bidders must provide price justifications within the time indicated in DFATD's request. 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 100 person-days billed in 12 consecutive months over the last 2 years;
 - (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;
 - (c) A price breakdown of the Administrative Mark-up and of the Service Costs; and
 - (d) Any other supporting documentation as requested by DFATD.

12. Clarifications of Proposals

- 12.1 In conducting the evaluation, 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 RFP;
 - (b) contact any or all references supplied by Bidders to verify and validate information submitted as fact;
 - (c) request, before award of the Contract, 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 RFP; and
 - (e) verify any information provided by Bidders through independent research, use of any government resources or by contacting third parties, including any pro-

posed 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 may result in the Proposal being rejected.
- 12.3 Any clarifications submitted by a Bidder that are not in response to a request by DFATD pursuant to paragraph 12.1 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) correct any computational errors in the extended pricing of the Proposals by using unit pricing;
 - (b) if there is an error corresponding to the addition or subtraction of subtotals in a total, the total will prevail; and
 - (c) 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, if any, taken pursuant to paragraph 12.4. A Bidder who disagrees may withdraw its Proposal.

13. Performance Security

- 13.1 To guarantee the Consultant's performance, the Consultant or any Member of a consortium or joint venture will be required to provide performance security in one of the following two forms at the discretion of the Consultant.
- (a) Within 28 Days of the signature of the Contract, an ISLC in the amount of 5% of the total contract value of the Fees, maximum Administrative Mark-up costs and Service Costs issued and/or confirmed by an Approved Financial Institution. DFATD reserves the right to validate the presented confirmation. An ISLC must be in Canadian dollars. 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. The ISLC remains valid until 6 months after the expiration of the resultant contract;

Or

- (b) Holdback on each invoice in the amount of 10% applicable to the invoiced Fees, Administrative Mark-up costs and Service Costs for the month up to a maximum of 5% of the total contract value of the Fees, maximum cost of Administrative Mark-up and Service Costs. The holdback will be released 6 months after the expiration of the resultant contract.
- 13.2 The Bidder is requested to indicate its preferred form of performance guarantee in TECH-3. Subject to the provision in paragraph 14.1 (a), if the Bidder is selected for contract award, the chosen form of performance guarantee will be incorporated into the resulting Contract.

14. Conditions of Contract Award

- 14.1 Before award of a Contract, a Bidder must meet the conditions listed below. Upon request by DFATD, a 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 award of the Contract and may result in the Proposal being rejected.

(a) Financial Capability

In order to determine the Bidder's financial capability to meet the project requirements, DFATD may require access to the Bidder's financial information. If the Bidder is a consortium or joint venture, DFATD may request financial information from each Member. Such financial information may include but may not be limited to, the following:

- i. audited financial statements, if available, or unaudited financial statements for the Bidder's last 3 fiscal years, or for the years that the Bidder has been in business if it is less than 3 years (including, as a minimum, the balance sheet, the statement of retained earnings, the income statement and any notes to the statements);
- ii. if the date of the above-noted financial statements is more than 3 months before the date on which DFATD requests this information, the Bidder may be required to provide interim financial statements (consisting of a balance sheet and a year-to-date income statement), as of 2 months prior to the date on which DFATD requests this information;
- iii. if the Bidder has not been in business for at least 1 full fiscal year, the following may be required:
 - a. opening balance sheet on commencement of business; and
 - b. interim financial statements (consisting of a balance sheet and a year-to-date income statement) as of 2 months prior to the date on which DFATD requests this information.
- iv. a certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.

In the event that DFATD considers that the Bidder is not financially capable of performing the RFP requirement, DFATD may require that the Bidder, at the Bidder's sole expense, provide some form of guarantee, for example, a financial guarantee from the Bidder's parent company, a ISLC from an Approved Financial Institution drawn in favour of DFATD, a performance guarantee from a Third Party or some other form of security, as determined by DFATD. If a parent company or a Third Party guarantee is considered appropriate by DFATD for the Bidder to be financially capable, DFATD may require the parent company or Third Party financial information.

When the information requested above is provided to DFATD and marked confidential, DFATD will treat the information in a manner consistent with the *Canadian Access to Information Act*.

(b) 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.

(c) Proof of Insurance

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 as a result of the RFP, can be insured in accordance with the following insurance requirements. In the case of a consortium or joint venture, at least one Member must meet the insurance requirements.

1. Commercial General Liability Insurance for not less than \$2,000,000 Canadian dollars per accident or occurrence and in the annual aggregate, inclusive of defence costs.

The insurance must include the following:

- i. Canada as an additional insured, as represented by the Department of Foreign Affairs, Trade and Development;
- ii. Bodily Injury and Property Damage to Third Parties;
- iii. Product and Completed Operations;
- iv. Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character;
- v. Cross Liability and Separation of Insured;
- vi. Employees and, if applicable, Volunteers as Additional Insured;
- vii. Employer's Liability;
- viii. Broad Form Property Damage;
- ix. Non-Owned Automobile Liability;
- x. 30 Days written notice of policy cancellation; and
- xi. All Risks Tenants Legal Liability - to protect the Consultant for liabilities arising out of its occupancy of leased premises.

2. Errors and Omissions Liability Insurance

If the Consultant is a licensed professional, he will carry an errors and omissions liability insurance for not less than \$1,000,000 Canadian dollars per loss and in the annual aggregate, inclusive of defence costs.

The insurance must include the following:

- i. If the policy is written on a claims-made basis, coverage will be in place for a period of at least 12 months after the completion or termination of the Contract; and
- ii. 30 Days written notice of cancellation.

3. Health Insurance

The Consultant will ensure that its Personnel are provided with full information on health maintenance in the Recipient Country and that they are physically capable of performing the assigned duties in that country. The Consultant must ensure that members of its Personnel are covered by adequate health insurance. DFATD will not assume any costs associated with the repatriation of the Personnel for medical reasons.

4. Workers' Compensation Insurance

The Consultant must subscribe Workers' Compensation Insurance for all Personnel in accordance with the statutory requirements of the Territory, Province, State of domicile or employment, having such jurisdiction.

If the Consultant is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board or such other authority, howsoever caused, the Consultant will indemnify and hold harmless DFATD for any such liability. The Consultant will ensure that all of its Personnel performing the Services on this Contract will have the same level of Workers' Compensation Insurance throughout the Consultant's performance of the Contract.

The insurance must include the following:

- i. Canada as additional insured as represented by the Department of Foreign Affairs, Trade and Development, to the extent permitted by law;
- ii. Cross Liability and separation of insured, to the extent permitted by law;
- iii. Waiver of Subrogation Rights in favor of DFATD, to the extent permitted by law; and
- iv. 30 Days written notice of cancellation.

(d) Capacity to Operate in the Recipient Country and in the Project Location

The Bidder must have the capacity to operate in the Recipient Country and in the Project Location for the purpose of providing the Services, including all permits, license, regulatory approvals and certificates required to perform the Services.

15. Negotiations

- 15.1 A time limit may be imposed by DFATD to ensure that negotiations are concluded effectively and in a timely manner. In instances where negotiations cannot be satisfactorily concluded between the selected Bidder and DFATD, the Bidder's Proposal will be given no further consideration and DFATD may initiate negotiations with the next highest-ranking Bidder.

16. Personnel Replacement prior to Contract Award

- 16.1 If specific individuals are identified in the Bidder's Proposal, the Bidder must ensure that each of those individuals are available to commence performance of the Services as requested by DFATD and at the time specified in this RFP or agreed to with DFATD unless the Bidder is unable to do so for reasons beyond its control. For the purposes of this paragraph, only the following reasons will be considered as beyond the control of the Bidder: long-term/permanent illness, death, retirement, resignation, maternity and parental leave, dismissal for cause or termination of an agreement for default and extension of Proposal validity requested by DFATD. If, for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder must propose a replacement with equivalent or greater qualifications and experience. The replacement will be evaluated against the original evaluation criteria specified in Section 5. For the purposes of evaluation, only the score of the individual named in the Proposal who is being replaced will be taken into account. Acceptance of the proposed replacement is not automatic and will be considered at the sole discretion of DFATD. If the proposed replacement does not, at a minimum, achieve the score of the individual named in the Proposal or is not acceptable to DFATD, DFATD may reject the Proposal and enter into ne-

gotiation with the next highest-ranking Bidder.

17. Notification/ Debriefing of Unsuccessful Bidders

- 17.1 Bidders may make a written request to DFATD to receive an oral or written debriefing on the strengths and weaknesses of their own Proposal and to receive the marks obtained by the Bidder for each requirement of the technical component published in the evaluation grid and the marks obtained for the financial component. All costs related to oral debriefings, including but not limiting to communication and/or transportation costs, are the responsibility of the Bidder.

18. Commencement of Services

- 18.1 The Bidder is not to start work or render the Services prior to signature or the effective date of the Contract. Costs incurred by the Bidder prior to the effective date of the Contract will not be reimbursed by DFATD.

19. Confidentiality

- 19.1 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*.

20. Rights of DFATD

- 20.1 DFATD reserves the right to:
- (a) reject any or all Proposals received in response to the RFP;
 - (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 RFP at any time;
 - (e) reissue the RFP;
 - (f) if no compliant Proposals are received and the requirement is not substantially modified, reissue the 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 2. Technical Proposal - Standard Forms

LIST OF FORMS

TECH-1 - ACCEPTANCE OF TERMS AND CONDITIONS

TECH-2 - CERTIFICATIONS

TECH-3 - BIDDER'S ORGANIZATION

TECH-4 - BIDDER'S EXPERIENCE

TECH-5 - METHODOLOGY

TECH-6 - PERSONNEL

TECH-6A - CURRICULUM VITAE FOR PROPOSED PERSONNEL

TECH-6B - COMMITMENT TO PARTICIPATE IN THE PROJECT

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 be identified by checking the appropriate box below.

The Proposal to the Department of Foreign Affairs, Trade and Development is for the provision of the Services in relation to: *Field Support Services project in Kenya.*

From (please print): Bidder’s Name _____

Person authorized to sign on behalf of the Bidder:

Name (Please Print)

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; and
- (c) it is not a government official and/ or civil servant.

The Bidder also certifies that it has read the RFP in its entirety and that it accepts all terms and conditions set out in the RFP as is 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.

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. 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 RFP in an honest, fair and comprehensive manner, accurately reflect its capacity to satisfy the requirements stipulated in the RFP and the Contract, submit its Proposal and enter into the Contract only if it will fulfill all obligations of the Contract.

The Bidder certifies that for the purpose of this RFP and subsequent 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. 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 Code for the Public Sector.

2. ANTI-TERRORISM REQUIREMENT

The Bidder certifies that the Bidder's Proposal 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 site: <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 date of proposal submission. In addition the Bidder certifies such compliance by its Personnel and Technical Specialists procured under the Contract.

4. CONFLICT OF INTEREST - UNFAIR ADVANTAGE

4.1 In order to protect the integrity of the procurement process, the Bidders are advised that DFATD may reject a bid in the following circumstances:

- a. if the Bidder, any of its proposed Personnel including any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation;
 - b. if the Bidder, any of its proposed Personnel including any of their respective employees or former employees was involved in any other situation of conflict of interest or appearance of conflict of interest; or
 - c. if the Bidder, any of its proposed Personnel including any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other Bidders and that would, in DFATD's opinion, give or appear to give the Bidder an unfair advantage.
- 4.2 The experience acquired by a Bidder who is providing or has provided the Services described in the 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.
- 4.3 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 bid 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.
- 4.4 The Bidder also understands that providing FSS services may result in having access to privileged programming information that may be perceived as an unfair advantage and may place it in a situation of conflict of interest. The Bidder understands and agrees that if DFATD determines that a conflict of interest situation may exist, DFATD reserves the right to exclude the winning Bidder from future DFATD development opportunities.

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 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 RFP, or affect contract execution;

The Bidder certifies that it and its Personnel:

- 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 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. DEBARRMENT

The Bidder certifies that it, its proposed Personnel 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, the African 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 Contract 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 Personnel have the language capability necessary to satisfy the RFP requirements, as stipulated in Section 4, Terms of Reference.

9. EDUCATION AND EXPERIENCE

The Bidder certifies that all the information provided in the curriculum vitae and supporting material submitted with its Proposal, 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 the individuals proposed by the Bidder for the RFP requirement are capable of satisfactorily providing the Services described in Section 4, Terms of Reference.

10. AVAILABILITY OF RESOURCES

The Bidder certifies that, if it is awarded a Contract as a result of this RFP, the persons proposed in its Proposal will be available to commence performance of the Services as requested by DFATD representatives and at the time specified in this RFP or agreed to with DFATD representatives.

11. CERTIFICATIONS APPLICABLE TO CANADIAN BIDDERS ONLY

11.1 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

By submitting a Proposal, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a consortium or joint venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

DFATD will have the right to declare a Proposal non-responsive if the Bidder, or any Member if the Bidder is a consortium or a joint venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

I, the Bidder, by submitting the present information to the Point of Contact, certify that the information provided is true as of the date indicated below. The certifications provided to DFATD are subject to verification at all times. I understand that DFATD will declare a Proposal non-responsive, or will declare a Consultant in default, if a certification is found to be untrue, whether during the proposal evaluation period or during the contract period.

DFATD will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by DFATD will also render the Proposal non-responsive or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit ESDC-Labour's website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the Proposal solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a consortium or a joint venture.

OR

- B2. The Bidder is a consortium or a joint venture. Each Member must provide in the Proposal a completed TECH-2.

11.2 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.

"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 Canadian Taxes.

FORM TECH-3 BIDDER'S ORGANIZATION

Guidance to Bidders:

The Bidder, including each Member if the Bidder is a consortium or a joint venture, is requested to provide the following information by filling in the appropriate spaces below.

1. The legal name, mailing address, telephone and fax numbers of the Bidder, including each Member if the Bidder is a consortium or joint venture:

2. The person to contact regarding the Proposal (name, title, telephone and fax numbers, and email address):

3. The person to contact regarding any resulting Contract (name, title, telephone and fax numbers, and email address):

4. Brief company profile (not to exceed ½ page):

5. Governing law of a Canadian province or territory, if different than Ontario, in accordance with ITB 3.2:

6. If available at the time of bid submission, the Procurement Business Number issued by *Public Works and Government Services Canada* to the Bidder, including of each Member if the Bidder is a consortium or joint venture (refer to ITB 14.1 b):

7. The Bidder's Quebec Sales Taxes (QST) number, if applicable:

8. The Bidder's preferred form of performance guarantee as per ITB 13: ISLC or Holdback:

FORM TECH-4 BIDDER'S EXPERIENCE

Guidance to Bidders:

Using the format below, provide information on each project where the Bidder and/or a Member was carrying out services similar to those requested under this RFP. Refer to Section 1 (Instructions to Bidders), Definitions, paragraph 11.6.

Project name: Approximate project value: Average annual project value: Project value incurred to date:	Recipient Country: Project location within country:
Name of Bidder or member who performed services:	
Name of client/ funding agency: Name of contact person: Telephone number:	
Start date (month & year):	Completion date (month & year):
Name of associated firm(s), if any:	
Detailed narrative description of project:	
Detailed description of services provided / activities performed that are relevant to the type of services and similar to the FSSP:	

**FORM TECH-5
METHODOLOGY**

Guidance to Bidders:

Using the format below, the Bidder should describe its proposed methodology for managing the FSSP.

4.1 Procurement and contract administration procedures

4.2 Financial Management

4.3 Logistical Services

4.4 Management approach

FORM TECH-6: PERSONNEL**FORM TECH-6A
CURRICULUM VITAE FOR PROPOSED PERSONNEL*****Guidance to Bidders:***

Using the format below, the Bidder should submit the CV of individuals proposed for a Personnel position. The Bidder should only include work experience and assignments which respond to the evaluation criteria detailed in Section 5.

Position:**Name:****Education:**

Degrees received, name of the university/school, and pertinent dates (month & year)

Professional development:

Professional certification or accreditation or designation

Present employer and position:

Length of service with current employer (Start date: month & year) and status (permanent, temporary, contract employee, associate, etc.)

Experience:

History of assignments in reverse chronological order with a narrative description of each assignment in accordance with the rated criteria detailed under the Proposed Personnel, in Section 5, including but not limited to :

Position: _____

Sector of Expertise: _____

Services provided: _____

Average annual budget managed by an individual on an assignment: _____

Start date: (month & year) and completion date (month & year): _____

Client/ funding agency: _____

International Development Stakeholders: _____

Location (specify duration of in-country experience): _____

Reference(s): *include at least three (3) references stating name, title, phone and email.*

FORM TECH- 6B
COMMITMENT TO PARTICIPATE IN THE PROJECT

Guidance to Bidders:

A copy of this form is requested to be completed and signed by each proposed candidate. Only the proposed resource is requested to complete and sign this form as per the "Availability of Resources" Certification of TECH-2.

1 REFERENCE

Project title	Bidder's name
---------------	---------------

2 GENERAL INFORMATION REGARDING INDIVIDUAL NAMED IN THE PROPOSAL

Family name	Given name
Address	
Proposed for the position of	
Specify the activities of this RFP in which you will participate	
(If the space provided is insufficient, attach the requested information to this declaration)	

3 DECLARATION OF INDIVIDUAL

I certify that I consent to my curriculum vitae being submitted by the Bidder in response to this RFP and that I will be available as requested by DFATD to provide the Services under the Contract awarded as a result of this RFP.

Name	
Signature	Date

Section 3. Financial Proposal - Standard Forms

Guidance to Bidders:

Bidder must quote its financial proposal in Canadian currency (CAD).

LIST OF FORMS

FORM FIN-1 – FEES

FORM FIN-2 - ADMINISTRATIVE MARK-UP COSTS FOR TECHNICAL SPECIALISTS

FORM FIN-3 - SERVICE COSTS

**FORM FIN-1
FEES**

Guidance to Bidders:

Bidder must provide a firm all-inclusive daily Fee based on 7.5 hour working day for each year for all positions below. The Bidder must also identify the resource by name, unless otherwise indicated. The Bidder must not add any other positions.

Personnel position	Name of proposed individual	Firm all-inclusive daily rate (CAD)						LOE fixed by DFATD (person-days)	Sub-total estimated cost = (average firm all-inclusive daily rate for Y1, Y2, Y3, Y4, Y5 & Y6) x LOE
		Y1	Y2	Y3	Y4	Y5	Y6		
Project Manager								1,320	
Financial Officer								1,320	
Administrative Assistant/ Accounting Clerk	Not required to be named							1,320	
Total Fees (exclusive of Applicable Canadian Taxes)									

FORM FIN-2 - ADMINISTRATIVE MARK-UP COSTS FOR TECHNICAL SPECIALISTS

Budget set-aside by DFATD for Technical Specialists	3,565,000 CAD
Administrative Mark-up rate (%)	_____ %
Evaluated Administrative Mark-up costs: <i>Budget set aside by DFATD for Technical Specialists × Administrative Mark-up rate (%)</i>	_____ CAD

FORM FIN-3 - SERVICE COSTS

Guidance to Bidders:

Bidder must provide a firm all-inclusive monthly rate for each year for the SERVICE COST categories.

Service category	Firm all-inclusive monthly Service Costs (CAD)						Units	Sub-total estimated cost = (average firm all-inclusive monthly Service Costs for Y1, Y2, Y3, Y4, Y5 & Y6) x Units
	Y1	Y2	Y3	Y4	Y5	Y6	Months	
Office space							72	
Equipment							72	
Total Service Costs (exclusive of Applicable Canadian Taxes)								_____ CAD

**TOTAL OF THE FINANCIAL PROPOSAL =
FIN-1 + FIN-2+FIN-3**

_____ CAD

Section 4. Terms of Reference

SECTION 4A – PROJECT DESCRIPTION

List of Acronyms

AWP	Annual Workplan
CCO	Canadian Cooperation Office
DFATD	Department of Foreign Affairs, Trade and Development
FSSP	Field Support Services Project
MDG	Millenium Development Goals
NGO	Non-governmental Organization
GOK	Government of Kenya
PSU	Program Support Unit

1.0 BACKGROUND

To ensure the effectiveness, efficiency, quality and relevance of Canada's support in responding to the development challenges, the Kenya Development Program requires access to local technical expertise, sector research and analysis, sector and initiative preparation and monitoring information along with supplementary administrative and logistical services. To meet these needs, DFATD has designed the Field Support Services Project (FSSP) to provide required technical, administrative and support services. The FSSP will be managed by the Consultant.

Canada's development assistance programming is aligned with Kenyan needs as well as DFATD development priorities. The draft 2014-2019 Kenya Country Development Strategy will focus on quality primary education, sustainable economic growth, including in the nascent extractives sector, and the cross-cutting theme of governance.

The FSSP will be located in Nairobi. In addition, in limited circumstances, the FSSP may also support DFATD development programming in other African countries, including but not limited to Uganda, Burundi, Rwanda, Somalia, South Africa, Namibia, Botswana, Lesotho, Zimbabwe, Mauritius and Madagascar.

1.0.1 Kenya

Diplomatic relations between Canada and Kenya were established in 1963 following Kenya's independence and have benefitted from five decades of cooperation in international fora such as the United Nations and the Commonwealth. The bilateral relationship between Canada and Kenya is strong and founded on shared interests, particularly regional security. These official ties are strengthened by decades of established partnerships between Canadian and Kenyan civil society organizations, the numerous Canadian volunteers and professionals who have lived and worked in Kenya as well as the significant number of Kenyans who have attended Canadian educational institutions, notably the current Chief Justice of Kenya who received his Doctorate of Law from York University in Toronto. Canada has a long and successful history improving education, governance and democracy in Kenya. Building on past successes in Kenya, DFATD is well positioned to expand programming to support the nexus between education, livelihoods and sustainable economic growth in marginalized drought-prone areas where there have been recent discoveries of oil and gas deposits. These objectives are also in alignment with Kenya's overarching Vision 2030 strategy which defines a comprehensive national development plan. Among the key priorities of the Vision 2030 strategies are: improving the enabling environment for economic growth, increasing access to quality education and protecting rights and freedom through a democratic state.

1.1 Development context

With renewed democratic stability and recent oil and gas discoveries, Kenya is poised to contribute significantly to growth and stability within East Africa. However, for Kenya to realize its potential, there is a need to further unlock its human capital and economic potential. Kenya is also facing increasing security concerns, mainly due to ethnic tensions and terrorist activities. Poverty remains an over-riding concern – Kenya ranks 147 out of 187 countries on the 2013 Human Development Index and two out of five Kenyans are living on less than US\$1.25/day. Although some progress has been made towards achieving the Millennium Development Goals, particularly the objective to increase primary school enrolment, Kenya is unlikely to meet the other goals by 2015.

Resource-based conflict, the drought-prone climate, under-investment in natural resources, as well as a disenfranchised population have been key obstacles to economic development in Kenya. An estimated one million people in northern Kenya are chronically food insecure and reliant on international humanitarian assistance to meet their basic food needs during hard times. This region also records the lowest primary school enrolment and completion rates. In addition, longstanding land, livestock and ethnic violence has occurred throughout Kenya's history and continues, further exacerbating poverty in affected regions. Kenya is also home to approximately 600,000 refugees, primarily from Somalia, but with a large number from Sudan and South Sudan. The presence of this large refugee population, many members of which have been in Kenya for more than two decades, has put an ever increasing strain on local resources. There is a need to maximize the development benefits of economic growth in order to reach marginalized populations. The Government of Kenya, local communities in resource rich areas and civil society do not have sufficient capacity to develop and manage the oil and gas sector transparently and responsibly, nor to create an enabling environment that allows oil and gas revenues to be utilized for inclusive social and economic development. High unemployment rates are also of particular concern, especially among youth under 35, who represent 75% of the Kenyan population. In addition, a majority of women live in rural areas and are unlikely to have completed secondary school education or to be employed in the formal sector. Harmful social, cultural and religious factors, such as female genital mutilation and child, early and forced marriages, further perpetuate the cycle of poverty for women.

Kenya's overarching Vision 2030 strategy defines a comprehensive national development plan. This Plan was developed through an all-inclusive and participatory consultative process that brought together participants from the public service, nongovernmental organizations, the private sector, the media, and marginalized communities. Key priorities include: protecting rights and freedom through a democratic state, creating jobs, improving infrastructure, improving the enabling environment for economic growth, and increasing access to quality education. The new Medium Term Plan 2 (2013-2018) sets specific, sector-based priorities, which serves as a guide for stakeholder programming objectives, including the UN Development Framework for 2013-18. Donors, including DFATD, have aligned their support to this national development plan.

1.2 DFATD Development Programming Context

1.2.1 Programming Area

DFATD funded projects operate throughout Kenya, with a particular focus on the arid and semi-arid regions of Kenya.

1.2.1.1 Other countries of accreditation

In limited circumstances the FSSP may also support services in other countries of accreditation, including Uganda, Rwanda, Burundi, Somalia, Madagascar, Botswana, Namibia, Lesotho, Mauritius, South Africa and Zimbabwe.

1.2.2 Introduction

The 2009-14 Country Strategy for Kenya focused on improving the quality of primary education, especially for girls, with a complementary focus on democratic governance and strengthening public sector accountability. DFATD's draft 2014-19 Country Bilateral Development Strategy for Kenya proposes expanding programming to support the nexus between education, livelihoods and sustainable economic growth in marginalized drought-prone areas where there have been recent discoveries of oil and gas deposits. This includes, amongst others, creating an enabling environment for business, particularly in the extractive sector, and empowering the most marginalized to participate in private sector development. DFATD will also continue to support democratic institutions and civil society engagement, which helps ensure political transitions remain peaceful to avoid economic upheaval. Programming in these areas will be supported by integrating Canada's three cross-cutting themes of Gender Equality, Environment and Governance, as indicated below.

Due to the significant number of PanAfrican organizations located in Nairobi, the PanAfrica Regional Program of DFATD is also represented at the High Commission in Nairobi. The Program is focused on creating an enabling environment for Sustainable Economic Growth (through infrastructure and fostering trade, regional integration and accountable institutions) and Food Security (through improving agricultural production and access to markets).

Through the DFATD Partnerships for Development Innovation Program, DFATD also leverages Canadian expertise, funding and networks through development projects with Canadian civil society organizations to apply Canadian expertise to local realities and enduring development challenges, while strengthening the skills and abilities of local organizations that can sustain change. As the representative of Canada's Development Program in Kenya, the High Commission's Development Section monitors Canada's contributions to these initiatives in Kenya and the region.

Canada also contributes to the achievement of development results in Kenya through its engagement with multi-lateral and global partners and monitors these investments through the High Commission's Development Section.

1.2.3 Humanitarian Assistance

DFATD provides humanitarian assistance in developing countries, based on need. This funding is channelled through UN agencies, the Red Cross, and international NGOs to provide food, water and sanitation, healthcare, emergency shelter, and protection to crisis-affected populations.

In Kenya, in recent years, DFATD's humanitarian focus has been on Kenyan populations affected by chronic drought and food insecurity and on the more than 600,000 Somali and South Sudanese refugees living in the camps around Dadaab and Kakuma. Total humanitarian assistance funding to Kenya in 2012/13 was CAD\$12.5 million. A significant contribution to humanitarian assistance in Somalia has also been monitored through the High Commission in Nairobi. In 2012/13 this contribution totalled CAD\$27.6 million.

1.2.4 Programming Partners

Experienced and trusted Canadian, regional and international partners, including United Nations agencies and non-governmental organizations, deliver DFATD's development program.

Bilateral development assistance partners in Kenya include, among others, the Canadian Organization for Development through Education (CODE), Plan Canada International Inc., Mennonite Economic Development Associates, Canadian International Resources and Development Institute, the World Food Programme and UNICEF.

1.3 Links to DFATD's Policy and Programming Framework

The FSSP is aligned with DFATD's policy on aid effectiveness. Aid effectiveness is about delivering aid in a way that maximizes its impact on development. In promoting aid effectiveness, DFATD maintains a focus on accountability, value for money and real results.

The FSSP will support key elements of DFATD's commitment to aid effectiveness, in particular effectiveness, efficiency, alignment and risk management.

Effectiveness: DFATD's support to Kenya through all aid channels is considerable, and the programming environment is complex. Issues specific to the socio-political and economic context, including those related to ongoing or past conflict, inform decision-making. Access to technical services is therefore essential to effective programming and to the achievement of sustainable results.

Efficiency: Local administrative inefficiencies, security issues and travel restrictions can affect day-to-day operations. Access to timely and reliable support for up to date information on current events and context is vital to the efficient delivery of programming.

Alignment: By providing a platform for technical services, the FSSP enables DFATD to participate in a broad range of efforts to assist the GOK in delivering its national development plans, to coordinate sector support, to facilitate policy dialogue, and to build inclusive partnerships. In addition, the FSSP supports the implementation of Canadian policies related to the promotion of gender equality, environmental sustainability, and aid effectiveness.

The FSSP is also aligned with DFATD's draft 2014-2019 Country Development Strategy for Kenya.

1.4 Historical background of PSU Operations

The Project Support Unit (PSU) in Kenya, also called the Canadian Cooperation Office (CCO), has supported DFATD's field activities by providing critical technical, logistical and administrative services that enable the department to deliver commitments and achieve development results in Kenya. The PSU's professional and analytical expertise directly supports DFATD program planning, development, implementation and monitoring, in line with Canadian policy priorities and Kenya's needs. The advisory services provided by the local specialists contracted under the PSU have enabled DFATD to take a lead and influential role in key sectors of programming such as education, elections, gender equality and extractives. In addition, the PSU has provided essential administrative and logistical support services, particularly given that Nairobi, as the largest Canadian mission in Africa and as regional hub, must cope with frequent visits and missions from DFATD headquarters, including high level visits. The PSU has also provided logistical services and surge capacity to support these activities.

The CCO has eighteen (18) technical and administrative staff. For reasons of administrative efficiency, the CCO also currently provides support to Canada's development assistance program in South Sudan.

2.0 PROJECT DESCRIPTION

2.1 General Project Description

The Kenya FSSP will provide a range of services in support of the implementation of Canada's development programming in Kenya. The FSSP will enable DFATD to enhance the quality of its programming.

The FSSP will be instrumental in enabling DFATD to deliver on commitments and expected results in Kenya. It will provide specific Kenyan knowledge and expertise that will broaden DFATD's understanding of local development issues and inform the design of sound development strategies. Additionally, the FSSP will provide administrative and logistical services in support of program delivery and oversight. It will facilitate delivery of a range of technical and advisory services including strategic, technical analysis in line with Canada's development priority themes, sectors and initiatives, including cross-cutting issues; knowledge-sharing and research initiatives; monitoring of investments, including results reporting, capturing lessons learned and risk assessment; and support for emerging priorities.

2.2 Project Location

The FSSP will be based in Nairobi, Kenya, at a location close to the Canadian High Commission to reduce logistical challenges. A significant portion of the project services required will also take place in Nairobi. However, since Canada's development programming activities are implemented throughout Kenya, travel outside of Nairobi will be required on a regular basis. Project activities will be implemented throughout the Programming Area (*see item 1.2.1*) including Uganda, Burundi, Rwanda, Somalia, South Africa, Namibia, Botswana, Lesotho, Zimbabwe, Mauritius and Madagascar.

3.0 PROJECT GOVERNANCE

Project governance refers to the overall project governance structure and management framework of the FSSP, including roles and responsibilities of key project stakeholders.

3.1 DFATD

DFATD will exercise overall responsibility for setting the general direction of the Project, including issuing requests for procurement of Technical Specialists, reviewing and accepting deliverables of the Technical Specialists, setting priorities and clarifying needs for logistics and administrative services within the scope of responsibility of the Consultant. DFATD will also serve as the primary interlocutor between the FSSP and Kenyan government ministries and agencies. DFATD will chair the Project Steering Committee of the FSSP.

3.2 The Consultant

The Consultant will have the following responsibilities:

- a) Implement the project towards the achievement of DFATD program and projects results in consultation with DFATD, and in accordance with the Specific Mandate of the Consultant;
- b) Develop all project documents such as the Annual Work Plans (AWP), Operating Procedures Manual and progress and financial reports;
- c) Perform the services in accordance with the approved AWP;
- d) Collaborate with DFATD and DFATD partners in assessing needs and setting priorities;

- e) Identify, contract and manage appropriate and relevant resources, including Technical Specialists;
- f) Undertake appropriate measures to ensure cost effectiveness and proper resource utilization.

4.0 FSSP CONSTRAINTS

As with all DFATD and other donor projects, there are constraints that may affect project implementation.

- The challenging civil society environment in Kenya, largely due to legislation such as the Public Benefits Organisations Act 2013, poses constraints on effective and efficient project implementation.
- While English is widely spoken and is the common language of business in Kenya, an ability to work in Swahili is also a necessity for technical specialists traveling outside Nairobi.
- IT and communications systems are often unreliable, especially in rural areas of Kenya.
- Electrical supply is unreliable in Nairobi and in rural areas.
- The FSSP will be implemented in a country with important security challenges. Kenya has suffered from a series of terrorist attacks in recent years in Nairobi and elsewhere in the country. Security concerns should not affect the general day to day operation of the FSSP, however, appropriate procedures and policies will need to be put in place to mitigate risk to FSSP and High Commission staff while working at the FSS premises and while travelling. The FSSP will need access to up to date, independent security advice and information for decision-making purposes.
- Movement within Nairobi and its immediate suburbs can be challenging due to heavy traffic.

The FSSP must be implemented in conformity with Government of Canada and DFATD policies, regulations, and guidelines. (Please refer to item 6 below for appropriate Website links.) This includes the anti-terrorism funding provisions of Canada's Anti-terrorism Act, adopted in 2001.

5.0 RISKS

In Canadian development programming, risk is defined as the effect of uncertainty on results. Managing risk in fragile, crisis and conflict-affected environments requires an increased focus on due diligence and a need for added flexibility.

DFATD places an emphasis on the importance of accurately defining the various types of risks that a project could face and the development of impact and risk response strategies.

The development and the periodic update of a contingency plan is an important element of the Project's risk management strategy. In addition, proactive and systematic risk planning should be integrated into all project activities.

In Kenya, there is a risk that security concerns and political instability will affect the operating environment. Other potential risks include corruption, partners' capacity constraints, IT and communications systems that may often fail, inflation rate volatility and currency depreciation that could affect the overall project budget, and the risk that that appropriate professional and technical expertise may be difficult to source and retain.

6.0 LINKS TO RELEVANT DFATD AND GOVERNMENT OF CANADA DOCUMENTS

6.1 DFATD

DFATD's Website is found at: <http://international.gc.ca/international/index.aspx?lang=eng>.

There is a wealth of information in this Website about DFATD policies, priorities, guidelines, cross-cutting themes, and the like.

Some key subject matters are:

- a) The starting point for information on DFATD's program in Kenya:
<http://www.international.gc.ca/development-developpement/countries-pays/kenya.aspx?lang=eng>
- b) DFATD Results-based Management approach and guidelines:
<http://www.international.gc.ca/development-developpement/partners-partenaires/bt-oa/rbm-gar.aspx?lang=eng>
- c) "Working with DFATD":
<http://www.international.gc.ca/development-developpement/funding-financement/fun-fin.aspx?lang=eng#a1>
- d) DFATD Project Browser:
<http://www.international.gc.ca/development-developpement/aidtransparence-transparenceaide/browser-banque.aspx?lang=eng>
- e) DFATD's Policy on Gender Equality:
<http://www.international.gc.ca/development-developpement/priorities-priorites/ge-es/policy-politique.aspx?lang=eng>
- f) DFATD's Framework for Assessing Gender Equality Results:
<http://www.international.gc.ca/development-developpement/priorities-priorites/ge-es/framework-cadre.aspx?lang=eng>
- g) DFATD's Policy for Environment Sustainability:
http://www.international.gc.ca/development-developpement/priorities-priorites/enviro/policy_es-politique_edd.aspx?lang=eng
- h) Canada's Global Markets Action Plan:
<http://international.gc.ca/global-markets-marches-mondiaux/index.aspx?lang=eng>
- i) Canada's International Education Strategy:
<http://international.gc.ca/global-markets-marches-mondiaux/education/index.aspx?lang=eng>

6.2 Government of Canada:

- a) Canada's *Anti-Terrorism Act*: <http://laws-lois.justice.gc.ca/eng/acts/A-11.7/>
- b) Treasury Board Contracting Policy: <http://publiservice.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494>
- c) Treasury Board Policy on Transfer Payments: <http://publiservice.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13525§ion=text>

SECTION 4B – SPECIFIC MANDATE OF THE CONSULTANT

1.0 GENERAL SCOPE OF WORK

The Consultant will be responsible for the implementation of all aspects of the FSSP. The Consultant must render administrative, financial, procurement, logistical services as well as support to local development initiatives on as required basis. To implement and manage the FSSP, the Consultant must:

- i) acquire and maintain a sound and practical knowledge of the various relevant policies, regulations, guidelines and procedures governing the GoC and DFATD's development programming (see item 6.0 above, *Links to Relevant DFATD Documents*, in the Project Description).
- ii) comply with and respect locally applicable laws, regulations and practices, including those for local human resources management and local contracting (for goods and services). The Consultant must also be aware of current and planned local laws and regulations that might affect the FSSP and the Consultant's ability to function in the Project Location.

2.0 SCOPE OF SERVICES

2.1 Description of the Services

To help improve the efficiency of program and project work by stakeholders and the impact of Canada's development program, the Consultant must render administrative, financial, logistical services, undertake procurement of goods, services and Technical Specialists as well as support local DFATD initiatives. The Consultant will be the overall manager, administrator and coordinator, bringing together the various resources required to execute the Project. The Consultant is responsible for carrying out activities required for the financial and operational administration of the Project.

Services to be rendered by the Consultant will include, but are not limited to:

2.1.1 Administrative services:

- a. providing secretarial and administrative support services, including but not limited to document production and binding;
- b. developing and maintaining appropriate databases (such as Canadian and local NGOs and other key contacts in Project Location);
- c. setting up and maintaining an electronic and a physical filing system for all FSSP correspondence and documents based on project, sector, thematic, and administrative/management contractual requirements;
- d. providing assistance and technical support in the preparation and delivery of multimedia presentations;
- e. advising visiting missions and stakeholders on the structure and functions of local ministries, and culturally appropriate modes of engagement;
- f. providing interpretation and translation services; and
- g. other administrative services as required.

2.1.2 Financial services (in accordance with the generally accepted financial practices):

- a. processing payments to Technical Specialists and suppliers of goods and services procured under the project;

- b. providing ongoing monitoring and advice on local economic indicators such as inflation and exchange rates to support DFATD programming;
- c. providing financial advice related to local laws and regulations, banking institutions, the reasonableness of estimated expenses for products or services in the Recipient Country to support compliance with DFATD financial policies and regulations;
- d. providing accounting and financial reconciliation services;
- e. review of DFATD development projects' financial reports; and
- f. other financial services, as required.

2.1.3 Procurement services:

- a. developing and managing databases or lists of suppliers (firms and individuals), for Technical Specialists in the various local and regional themes and sectors required in the programming area;
- b. carrying out market research on availability of local goods and services (including a list of qualified Technical Specialists and contractors) and market rates and costs;
- c. providing assistance in identification of requirements, including development of Terms of Reference and budget;
- d. undertaking procurement exercises for Technical Specialists and all other goods and services required to deliver the Project;
- e. conducting evaluation of suppliers;
- f. issuance and administration of contracts, including issuance of contract amendments and contract termination;
- g. administrative oversight of the Technical Specialists, including but not limited to:
 - i. day-to-day time management;
 - ii. ensuring adherence to the schedule of deliverables;
 - iii. ensuring client's satisfaction.
- h. other procurement services, as required.

The Consultant must procure goods and services, including sourcing of qualified Technical Specialists through fair and transparent selection processes in accordance with the approved Procurement Plan and Procurement procedures and policies, which are submitted as part of the Initial Workplan, AWP and the FSSP Operating Procedures Manual. DFATD will review and approve these procedures prior to the Consultant undertaking procurement activity. If additional procurement is requested, it will be done through individual work assignment requests submitted by the Technical Authority.

2.1.4 Logistical services:

- a. booking accommodation, making in-country and international travel arrangements, and arranging/confirming appointments;
- b. arranging vehicle rental (with English speaking driver), as required;
- c. booking meeting rooms with interpretation, video and teleconferencing services for meetings;
- d. event planning and management;

- e. advice on obtaining permanent accommodation, utilities, security, permits and other official documents, including but not limited to identification of suitable accommodation for both residential and office space; drafting and negotiation of suitable lease agreements, taking into consideration local norms and practices, as well as the city and location of the properties concerned; obtaining new telephone connections and/or shifting of telephones;
- f. assistance with obtaining various government permits and documentation, including but not limited to obtaining multiple entry visas; police registration; travel/exit permits; duty-free procurement, duty-free clearance of goods, registration of vehicles; permission to sell vehicles, cancellation of special CD series number plates; local driving licences, export permits, obtaining excise duty refunds for gasoline, etc., as required; and
- g. other logistical services, as required.

2.1.5 Support to local development initiatives:

- a. developing tools (e.g. brochures, outreach documents, due diligence checklists) and coordinating publications related to the initiatives, including specific notices for calls for proposals;
- b. coordinating calls for proposals, including receipt of proponent proposals;
- c. conducting preliminary screening of proponent proposals in accordance with formal selection criteria; making recommendations to, and providing Secretariat support for, the Project Review Committee or equivalent;
- d. supporting or conducting due diligence of short-listed proponents, e.g. administrative and programmatic aspects, and documenting approvals processes and funding decisions;
- e. preparing local contribution agreements or other financial instruments, based on established templates;
- f. ongoing liaison with DFATD officers, maintaining proper project files, and preparing collated periodic and annual reports on the initiatives;
- g. coordinating audits of the initiatives;
- h. other support services, as required.

2.2 Project Management

a. Financial management:

The Consultant is responsible to ensure adequate financial management of the FSS project, including but not limited to:

- i. maintaining proper project financial records;
- ii. establishing accounting and billing systems that will allow the Consultant to track and report on services rendered on individual development projects and costs incurred;
- iii. establishing management information systems to generate the necessary financial data required for priority setting, resource allocation, monitoring and controlling using accounting systems software.

b. Quality assurance:

The Consultant is responsible for systematic monitoring and assessment of the various services rendered under the FSSP and must ensure that services are performed in accordance with DFATD's acceptable quality standards and with Contract requirement.

The Consultant is not responsible for the quality of deliverables produced by Technical Specialists. The Consultant's primary responsibility is to ensure fair and transparent procurement of such specialists and subsequent contract administration.

c. Travel and meetings:

The Consultant is required to work throughout the Programming Area defined in the Project Description. The Consultant may also be asked, from time to time, to travel to DFATD's headquarters located in the Ottawa-Gatineau region of Canada. The FSSP Personnel and the Technical Specialists are expected to meet DFATD representatives, GoK representatives and other stakeholders regularly in Nairobi, Kenya. Meetings and visits outside of Nairobi may take place periodically.

d. Initial Workplan and Operating Procedures Manual:

The Consultant must produce an Initial Workplan and the FSSP Operating Procedures Manual that includes the content described under item 8.1.

e. Annual work planning:

The preparation and updating of the AWP is critical to the cost-effective provision of field support services. To meet the AWP requirement, the Consultant must assess the anticipated needs with DFATD and selected government ministries annually in order to identify expected service requirements during the subsequent fiscal year (April 1 to March 31). Upon DFATD's approval of the AWP, the Consultant must manage the FSSP in keeping with the AWP and must submit reports to DFATD based on the AWP. It is recognized that changes to the AWP may be required during the year. Such changes must be submitted to the Technical Authority for approval. See item 8.1 below for the required contents of the AWP and other reports.

f. Work assignments:

The Consultant must deliver services on an as-and-when-required basis. Specific work assignments will be initiated by DFATD through a written request for services to the FSSP Project Manager originating from the DFATD Technical Authority.

g. Reporting and Invoicing for Services Rendered:

The Consultant must track and record all services rendered indicating: to whom the services were rendered, when, by whom, on which activity and development project, and any other additional relevant information requested by the Technical Authority. The Consultant must obtain the signature or an email from individuals to acknowledge they have received the services.

3.0 SERVICE REQUIREMENTS

The Consultant must provide the following services as specified:

Section 4. Terms of Reference

3.1 Office Space and Reception/Common Area

The Consultant must provide an Office Space and a Reception/Common Area for use by the Technical Specialists and other parties designated by DFATD within 60 days after the effective date of the Contract that meets the following minimum requirements:

3.1.1 General

- i. Location: in a secured building and environment (i.e. office building or stand-alone building), located within six (6) kilometers of the Representative Office of Canada, located on Limuru Road in Gigiri, Nairobi, and include a parking space adequate to accommodate eight (8) to ten (10) cars;
- ii. Essentials: office space must be well maintained, cleaned on a daily basis, include a heating/cooling system, electricity, clean bottled drinking water and glasses, clean restrooms on the same premises that include: toilet with seat, toilet paper, wash hand basin, soap and paper towels.
- iii. Accessibility: office space must be accessible and operational Monday through Friday between 7:00AM and 6:00PM. When required, on exceptional basis, the office space must be accessible 24 hours and on Saturdays and Sundays.
- iv. Security: security on the premises must include:
 - a. A locked vehicle gate monitored 24 hours by on-site security guards. Access to enter the gate in a vehicle must be contingent on a physical inspection of the vehicle's boot, undercarriage and interior;
 - b. A dedicated alarm system for the FSSP offices;
 - c. A metal detector monitored by on-site security guards during opening hours;
 - d. A bullet proof and alarmed security door at the entrance to the office space. Only FSSP staff will have combinations to open the security door;
 - e. A security wall surrounding the premises; and
 - f. Other security features, deemed necessary by the Consultant.

3.1.2 Meeting Rooms

- i. Number: two (2) meeting rooms;
- ii. Dimensions: minimum of 36 square meters (e.g. 6 meters x 6 meters);
 - a. Capacity: comfortably seat up to 10 and 20 people respectively;
 - b. One of the two rooms must have the ability to partition into smaller working rooms;
- iii. Access to high speed internet, encrypted WiFi access
- iv. Furniture:
 - a. Thirty(30) conference chairs with armrests, a minimum width of 457mm (18 inches), a minimum back support of 406mm (16 inches), the seat and inside back of the chair are fully upholstered or constructed of Pellicle® or equivalent material; the armrests and outside back of the chair are fully upholstered or constructed of ABS molded plastic or of Pellicle® or like material, or equivalent;
 - b. Two (2) board tables of at least 610mm (48 inches) wide with a non-reflective, hard writing surface with a high-pressure laminate or hardwood veneer finish; with sufficient length to allow at least 762mm (30 inches) of space per occupant, or equivalent. Draped or skirted banquet tables are not acceptable;

- c. other accessories: 2 flip charts, 1 white board of minimum dimensions of 2.44m (8') x 1.22m (4') and office supplies;

3.1.3 Workstations

- i. Number: Six (6) workstations to accommodate a minimum of six (6) people.
 - a. Three (3) of the workstations will be occupied on a full-time basis;
 - b. Three (3) of the workstations will be temporary/shared work spaces.
 - c. Workstations may be open cubicles, closed offices or a combination thereof;
 - d. All workstations must be a minimum of 3 meters x 3 meters;
- ii. Capacity: Each workstation must comfortably seat one person;
- iii. Furniture for each workstation:
 - i. One (1) office chair (same dimensions as specified in Section 3.1.2 Meeting Rooms, paragraph iv.);
 - ii. One (1) desktop dimensions of 1.7 meters x 0.75 meters;
- iv. Network infrastructure: adequate server to support office activities, server rack, air conditioning in the server room, UPS electricity stabilizer, router, switches, Wi-Fi, file backup system, and all other equipment needed.

3.1.4 Reception and Common Area

- i. Dimensions:
 - a. Reception space to be at least four (4) square metres;
 - b. Common space sufficient to house the equipment listed in 3.2 vi) below;
- ii. Furniture in reception area: a minimum of four (4) office chairs (same in Section 3.1.2 Meeting Rooms, paragraph iv.);
- iii. Reception area will be unstaffed; exterior door will be equipped with an intercom/buzzer enabling visitors to signal to the Personnel of their arrival.

3.2 **Equipment**

The Consultant must provide Equipment at the Office Space for use by the Technical Specialists and other parties designated by DFATD, which must meet the following minimum requirements. All equipment specified below must be brand new:

- i. Mobile phones: three (3) mobile phones
- ii. Satellite phone:
 - a. Number: one (1) satellite phone
 - b. Range : the satellite phone must function throughout Kenya;
- iii. Equipment for meeting rooms:

- a. At least one (1) room must be equipped with high performance communications equipment, including:
 - High quality telephone and video conferencing equipment (equivalent to Polycom HD Voice technology quality), with at least two speakers and two microphones;
 - Computer hook-up to share documents (e.g. Microsoft Office Suite and ADOBE Acrobat Reader) between users;
 - a screen and connection for a projector to display documents from a computer hooked-up by the user;
 - Access to high speed internet.

- iv. Equipment in each workstation (a total of 6; see paragraph 3.1.3):
 - a. One (1) computer desktop with compatible software: Microsoft Office Suite and ADOBE Acrobat Reader, Processor with a minimum of 8 GB RAM, Hard drive with a minimum of 500 GB, 3 USB ports, webcam, US/Canada keyboard , up-to-date anti-virus;
 - b. One (1) docking station;
 - c. One (1) twenty-one (21)-inch monitor;
 - d. Access to high speed internet/telephone;
 - e. Connection to the office network infrastructure, encrypted WIFI.

- v. Additional equipment:
 - a. One (1) laptop with compatible software: Microsoft Office Suite and ADOBE Acrobat Reader, Processor with a minimum of 4 GB RAM, Hard drive with a minimum of 250 GB, 3 USB ports, webcam, US/Canada keyboard , up-to-date anti-virus.

- vi. New equipment in the common area (see paragraph 3.1.4):
 - a. One (1) fridge;
 - b. One (1) microwave;
 - c. One (1) water cooler;
 - d. One (1) photocopier with integrated printer, fax and scanner functions;
 - e. One (1) document shredder.

Detailed instructions for operating each piece of equipment must be provided in English.

4.0 CONSULTANT RESOURCES IMPLEMENTING THE FSSP

4.1 Introduction

The Consultant must provide resources for the following positions.

4.2 Project Manager

Based full-time at the Project Location, the FSSP Project Manager provides senior-level managerial services and advice on project matters to the Aid Section of the Representative Office of Canada, DFATD Headquarters, stakeholders and FSSP Personnel. He/she is responsible for the overall management of the FSSP including:

- a. Ensuring overall quality and management of all services offered by the FSSP;
- b. Leading the development of all key FSSP documents, including Procurement Plan and Operating Procedures Manual;
- c. Reviewing and approving FSSP budgets and financial reports;
- d. Supervising and coordinating procurement, logistics, administrative and financial management services provided under the FSSP;
- e. Coordinating support to local development initiatives as required;
- f. Managing and supervising FSSP Personnel;
- g. Supervising the management and quality of the reporting and invoicing for services rendered;
- h. Regularly liaising with the Development Section at the High Commission of Canada, DFATD HQ, Kenyan Government Authorities or representatives, and other relevant project stakeholders;
- i. Developing and maintaining networks of key stakeholders (government, civil society, other donors, private sector);
- j. Overseeing and coordinating procurement services, including but not limited to procurement of Technical Specialists through local and international competitive processes. This includes reviewing candidates' application packages, contacting candidates, setting up interviews, and overseeing any testing of applicants;
- k. Supervising and ensuring the establishment of an appropriate record keeping and filing system for the project;
- l. Providing advice on obtaining permanent accommodation, utilities, security, permits and other official documents;
- m. If required, facilitating or advising on local government documentation requirements, visa and work permit processes and other related services such as arranging for security, utilities, clearance of shipments, vehicle registration and accommodation;
- n. Ensuring the effective management and internal monitoring of project progress and results, including dealing with project issues and problems as they arise; and
- o. Providing other related services, as required.

4.3 Financial Officer

Based full-time at the Project Location and under the general supervision of the FSSP Project Manager, the Financial Officer is responsible for delivery of financial management services provided by the FSSP. The duties and responsibilities of the Financial Officer include:

- a. Administering and monitoring the financial system in order to ensure that the project finances are maintained in an accurate and timely manner;
- b. Maintaining the accounts payable and accounts receivable systems in order to ensure complete and accurate records of project funds;
- c. Administering timely payments to suppliers, contractors and Technical Specialists;
- d. Tracking and monitoring project expenses;
- e. Preparing financial reports;
- f. Preparing budgets and reviewing financial reports;
- g. Developing and managing the reporting and invoicing for Services rendered;
- h. Developing and maintaining knowledge of DFATD financial policies and regulations;

- i. Providing financial advice related to local laws and regulations, banking institutions, the reasonableness of estimated expenses for products or services in the Recipient Country to support compliance with DFATD financial policies and regulations;
- j. Accounting and financial reconciliation services; and
- k. Providing other related services as required.

4.4 Support Staff

The Consultant must also provide the following support staff under the Contract:

4.4.1 Administrative Assistant/Accounting Clerk

One (1) Administrative Assistant/Accounting Clerk supports the FSSP's Project Manager, Financial Officer and Technical Specialists. The Administrative Assistant/Accounting Clerk has the following responsibilities:

- a. Perform copying, fax services and maintenance of the office inventory;
- b. Support the Project Manager and Financial Officer in managing the relations with service providers such as support to information technology and common services;
- c. Coordinate the work of the cleaner;
- d. Manage the inventory of office stationery;
- e. Providing various administrative support functions;
- f. Support the management of local costs and contracts;
- g. Record and track all expenses;
- h. Support the management of contracts and contribution agreements;
- i. Provide support to the Project Manager and Financial Officer for audit, analysis and control of projects;
- j. In collaboration with the Project Manager and Financial Officer, perform the financial analysis of the project and identify variances and propose the necessary corrections;
- k. Analyze and verify all accounts and all requests for payment and supporting documentation;
- l. Support the Project Manager and Financial Officer in the production of financial reports;
- m. Providing other related services as required.

4.5 Technical Specialists

A financial envelope is reserved for areas of expertise where Technical Specialists may be required to meet responsive project and program needs that may evolve over the life of the FSSP. This includes but is not limited to: dispute resolution, justice, private sector development, Result-Based Management, skills-based approaches or skills certification, statistics/informatics/databases, extractive sector, health, education, gender, environment, governance, human rights, institutional support/development of sub-regional organizations, training, participatory approaches, monitoring and evaluation, communications, partnership promotion, finance, coordination of calls for proposals, etc.

It is currently foreseen that the FSSP would have full-time technical specialists and part-time technical specialists in the areas of education, governance, gender equality, sustainable economic growth. Please note that the requirements below are estimates only and can change over the life of the FSSP project.

Technical Specialist needs – Kenya

- a. Sustainable Economic Growth/Extractives Industry (full-time)
- b. Education (full-time)
- c. Coordinator of Democratic Governance Calls for Proposals (full-time)
- d. Governance (part-time)
- e. Gender Equality (part-time)
- f. Environment (part-time)
- g. Other specialist support as needed

Other countries of accreditation needs (including but not limited to Uganda, Burundi, Rwanda, Somalia, South Africa, Namibia, Botswana, Lesotho, Zimbabwe, Mauritius and Madagascar)

- a. Governance (full-time)
- b. Environment (part-time)
- c. Gender Equality (part-time)

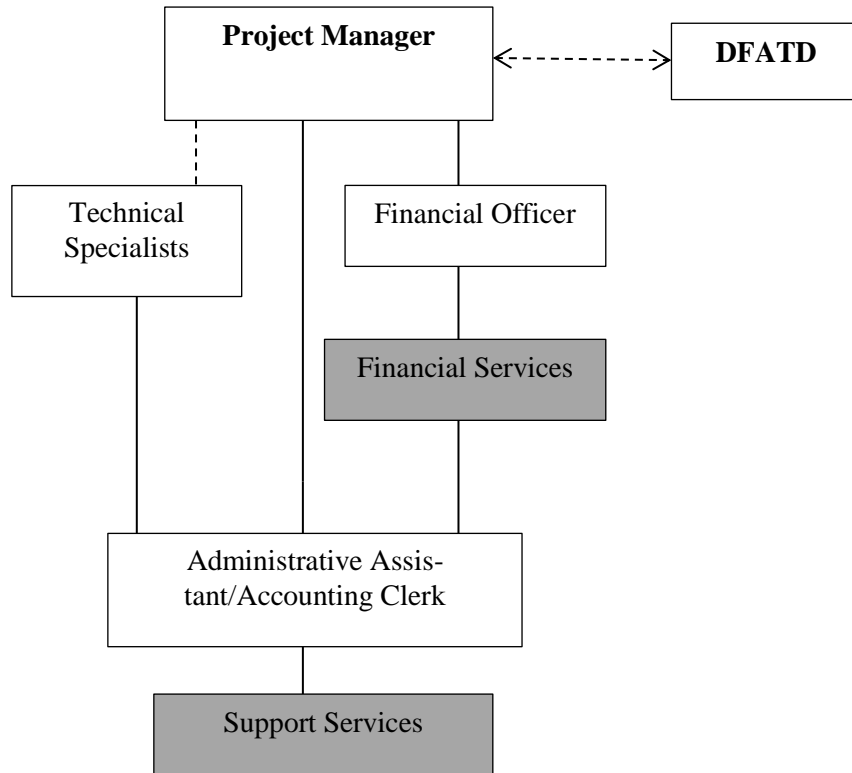
4.6 Language Requirements

The operating language of the FSSP is English. All briefings and reports described under item 8 that the Consultant must provide to DFATD and other partners must be in English.

Based on the language profile definitions found in the DFATD Website (http://www.international.gc.ca/ifait-iaeci/test_levels-niveaux.aspx?lang=eng), the language proficiencies requirements are specified in the following table:

Positions	Language Requirement:
	<u>English:</u>
Project Manager	Oral = Level 4 – Advanced Professional Proficiency Reading = Level 4 – Advanced Professional Proficiency Writing = Level 4 – Advanced Professional Proficiency
Financial Officer	Oral = Level 3 – General Professional Proficiency Reading = Level 3 – General Professional Proficiency Writing = Level 3 – General Professional Proficiency
Support Staff	The Consultant, based on operational requirements, will determine language requirements.

5.0 FSSP ORGANIZATIONAL CHART



6.0 SUPPORT TO BE PROVIDED BY DFATD

DFATD will make available all necessary data, documentation and information to the Consultant.

7.0 DFATD MONITORING, MID-TERM REVIEWS AND EVALUATIONS

DFATD projects are subject to monitoring, mid-term reviews and evaluations at DFATD's discretion. In such cases, the Consultant must cooperate with such mid-term reviews and evaluations.

For the FSSP, a mid-term review may be carried out at the end of the second year or early part of the third year of operations to assess the performance of the Consultant.

At DFATD's discretion, a management review of the Project could be conducted at any time that DFATD believes that there are concerns or issues on the Project that need to be assessed and/or resolved.

8.0 PROJECT DOCUMENTATION AND REPORTING

The Consultant must prepare the following documents and reports and submit them to DFATD for its review and approval in accordance with the timelines set out hereafter.

8.1 Key Project Documents and Narrative Reports

All draft document/reports are to be submitted in one (1) electronic copy in Microsoft Word (version 2007 or newer) in English, unless otherwise specified by DFATD. All final documents/reports are to be submitted in three (3) hard copies and in 1 (one) electronic copy in Microsoft Word (version 2007 or newer) in English, unless otherwise specified by DFATD. The fiscal year refers to DFATD's fiscal year from April 1 to March 31. The Consultant must be able to provide any worksheet, calculation sheet in Microsoft Excel format (version 2007 or newer) and any report in ADOBE (*.pdf) as requested.

Name of Report	Submission Requirements	Content Requirements
Initial Workplan (IWP)	Within forty-five (45) calendar days from the date of Contract signature	The IWP must present a plan with the timelines and deliverables focusing on key project start-up activities such as: <ol style="list-style-type: none"> i. project and administrative management ii. procurement plan iii. set-up of an office as required iv. draft workplan for 12 months v. draft budget vi. risk management strategy
Operating Procedures Manual	Within 60 calendar days of the Contract signature and updated on an annual basis.	The Consultant must prepare an Operating Procedures Manual that describes the policies and operating procedures of the FSSP and serves as guidance for FSSP Personnel. The manual must clearly define the service cycle of the FSSP (requisition, authorization, execution, invoicing as appropriate and reporting). The manual must include (but not be limited to) the following: <ol style="list-style-type: none"> i. roles and responsibilities within the FSSP ii. Personnel and Technical Specialists management procedures iii. security protocols iv. financial management procedures v. procurement policies and procedures including: <ul style="list-style-type: none"> • description of competitive process to procure goods and services, including Technical Specialists • decision making matrix • standard contract template vi. information technology and information management systems vii. quality assurance system viii. project reporting ix. protocol to mitigate risk of conflict of interest: x. safeguard of information produced by the Technical Specialists
Annual Workplan (AWP)	Within 120 calendar days of contract signature Subsequent AWP's are submitted as drafts by February 28 th each year leading to final approval by the Technical	The AWP defines the results to be achieved or worked on during the year and serves as a basis to assess project performance against plans and to assess the variance analysis contained in progress reports. It should not be more than 30 pages (excluding annexes), and must include (but not be limited to) the following: <ol style="list-style-type: none"> i. Executive summary ii. Project Context (which may change from year to year); iii. Risk management strategy; iv. Results to be achieved during the year; v. Procurement Plan, including list of Technical Specialists to be

Name of Report	Submission Requirements	Content Requirements
	<p>Authority by the end of March each year.</p> <p>As most FSSP services are demand-driven, the Level of Effort Annex will be updated (if necessary) on a quarterly or semi-annual basis.</p>	<p>procured for the year;</p> <ul style="list-style-type: none"> vi. Detailed/updated budget including financial projections with summary information for prior and future years; vii. Project Management issues and matters including significant events or changes that are planned during the year; and viii. Annexes
Semi-Annual Progress Reports	<p>Submitted to DFATD within 45 calendar days from September 30th each year.</p>	<p>The Semi-Annual Progress Report (maximum of 10 pages) provides progress on activities for the previous 6-month period. The semi-annual progress report must include (but not be limited to):</p> <ul style="list-style-type: none"> i. Executive summary ii. Reporting on key project activities; iii. Problems and difficulties encountered, if any, and remedial action taken or to be taken; iv. Analysis of changes to any important aspect of the project which have been or should be made, for consultation with DFATD; v. Planned activities for the next period or required updates to the AWP; vi. Management issues; vii. Comments on risks encountered or new Risks identified; viii. Summary analysis of support provided by Technical Specialists procured by the FSSP; ix. Other important issues affecting project implementation.
Annual Progress Report	<p>Submitted to DFATD within 45 calendar days from March 31st each year.</p>	<p>The Annual Progress Report (maximum of 20 pages) summarizes project activities and progress towards expected results. The annual progress report must include (but not be limited to):</p> <ul style="list-style-type: none"> i. Executive summary ii. Coordination and networking activities & results iii. Program planning and project monitoring & results iv. Administrative, procurement services and logistical support & results v. Problems and difficulties encountered and remedial actions taken & results vi. Management issues & results vii. Services Delivered, including list of all procured Technical Specialists and a summary of their support provided; list of events organized, etc. viii. Comments on risk assessment and updated risk management strategy, if appropriate; ix. Summary analysis of support provided by Technical Specialists procured by the FSSP;

Name of Report	Submission Requirements	Content Requirements
		<ul style="list-style-type: none"> x. Other important issues affecting project implementation xi. Lessons learned and recommendations xii. Annexes
Final Narrative Report	Within 60 days from the end of the activities of the project.	<p>The Final Narrative Report not only includes an aggregation of previous reports as well as the Final Financial Report but goes beyond to provide information on design, methodology, program delivery, success factors, lessons learned, etc. The report should be a stand-alone document that can be used as core source of information, a corporate memory and to help triangulate evaluations. In order to be concise, it is suggested that the report be approximately 50 pages and not exceed 75 (excluding annexes).</p> <p>The Final Narrative Report comprises 11 sections (including annexes):</p> <ul style="list-style-type: none"> i. Executive Summary (not more than 5 pages); ii. Introduction - how the document is structured and designed (1 page); iii. Project Summary (1-3 pages) <ul style="list-style-type: none"> • Project rationale and justification: Identification of direct and indirect beneficiaries and clients • Governance structure • Brief Project structure iv. Project context - analysis of the Project context (external, internal, political considerations) and the positive or negative impact on Project results and its implementation. v. Project Management - assessment of Project management approaches (governance, work planning, scheduling, procurement, logistics, finance, reporting). (3-6 pages) vi. Results Delivered - list of all procured Technical Specialists and a summary of their support provided; list of events organized, etc. vii. Risk Management - appraisal of the validity of the original risk assessment, changes in risk and risk response strategies during the life of Project (including whether any risk events occurred and what strategies were used to address them) and the positive or negative impact on Project results and its implementation. (1-3 pages) viii. Budget management - brief analysis of initial budget forecasts as set out in the Contract, compared to actual disbursements, for the Project as a whole as well as for each of the main set of activities. (1-3 pages) ix. Success Factors - assessment of the success factors a) relevance, b) appropriateness of design, c) innovation, d) appropriateness of resource utilization and e) informed and timely action. (5-10 pages) x. Lessons learned and recommendations – lessons from the Project that will be useful for DFATD to consider in planning other projects of this nature in the future. (3-5 pages)

Name of Report	Submission Requirements	Content Requirements
		xi. Annexes

8.2 Financial and Procurement (F&P) Reports

The financial and procurement reports are to be submitted in three (3) hard copies and one (1) electronic copy in Microsoft Excel format (version 2007 or newer) and in ADOBE (*.pdf), in English, unless otherwise specified by DFATD.

Name of Report	Submission Requirements	Content Requirements
Quarterly F&P Reports	Within 30 calendar days from the end of every quarter according to DFATD's fiscal year	The Quarterly F&P Reports will include the following: <ul style="list-style-type: none"> i. costs incurred throughout the period covered by the report; ii. procurement transactions undertaken; iii. year-to-date costs as of the date of the report (amount and percentage); iv. analytical comments on significant variances (+/- 10%) between forecasted and actual expenditures, as they relate to successes or problems encountered and actions taken, as well as consequences on the financial forecasting for the next quarter; v. estimate of the costs required to complete the activities vs the contractual amounts; and vi. cost estimate for the period to be covered in the next report.
Annual F&P Report	Within 45 calendar days from March 31 st each year together with the Annual Progress Report.	The Annual F&P Report must take a full-year perspective on the project and must be tied closely to the appropriate AWP and the costs of the activities. It must, amongst other elements, detail the following: <ul style="list-style-type: none"> i. a comparison between the forecasted expenditures/ procurement transactions and the actual expenditures/ procurement transactions for the year just completed; ii. costs incurred throughout the period covered by the report; iii. interest earned on advances, if applicable; iv. estimate of the costs required to complete the activities and achieve the planned results under the Contract; v. a forecast for the upcoming fiscal year, i.e. the forecast of the cost of the activities identified in the AWP; and vi. analysis of significant variances +/- 10% during the year.
Final F&P Report	Within 60 calendar days from the end of the activities of the project.	In addition to the elements in the final Annual F&P Report, the project Final F&P Report must present an account of actual disbursements throughout the life of the project on the basis of a line item breakdown, in comparison to the basis of payment of the Contract. The Final F&P Report must also include: <ul style="list-style-type: none"> i. an explanation of variances; ii. key financial issues arising during the life of the project; and

Name of Report	Submission Requirements	Content Requirements
		iii. pertinent lessons learned relating to financial and procurement management.

9.0 ENVIRONMENT

The Consultant must notify DFATD if any project components are added that could have potential environmental effects. In this case, DFATD may take necessary action to ensure that the project is not likely to cause significant adverse environmental effects.

Section 5. Evaluation Criteria

RATED EVALUATION CRITERIA	SCORE
<p>Instructions for Bidders</p> <p>If more projects/assignments are included in the Proposal than the number stipulated in a requirement, DFATD will only consider the specified number in order of presentation.</p> <p>The terms at least or minimum represent the minimal expectations of a requirement. No points will be given if the minimal expectation is not demonstrated.</p> <p>Font size for all answers to evaluation criteria : 12 pt Times New Roman</p> <p>Definitions – For the purpose of this RFP, the following definitions apply to the requirements:</p> <p>Developing Country(ies): includes any country listed in the OECD DAC list of ODA recipients. It is available on the following webpage: http://www.oecd.org/dac/stats/documentupload/DAC%20List%20of%20ODA%20Recipients%202014%20final.pdf</p> <p>Failed or Fragile State: means a state with weak capacity to carry out basic governance functions, and lacking the ability to develop mutually constructive and reinforcing relations with society and tend to be more vulnerable to internal or external shocks such as economic crises or natural disasters. In extreme cases governments may have lost control over parts of their territory or public administration.</p> <p>International Development Assistance Stakeholder(s): includes but not limited to: international, national and local, non-governmental, private and not-for-profit organizations, the Recipient Country Government, multilateral institutions and donor countries, involved in International Development.</p> <p>International Development: relates to a mandate to support sustainable development in Developing Countries, in order to reduce poverty and to contribute to a more secure, equitable and prosperous world.</p> <p>Project Country: Kenya</p> <p>Project Region: Uganda, Rwanda, Burundi, Somalia, Madagascar, Lesotho, Namibia, Botswana, Mauritius, South Africa and Zimbabwe.</p>	

TECHNICAL COMPONENT	/400
<p>A) PERSONNEL</p> <p>For the purpose of the requirements under A) Personnel, the term ‘assignment’ is defined as a mandate with specific duties, deliverables and a specific period. An assignment can be part of a full-time job.</p>	/150
<p>Requirement 1: FSSP Project Manager</p> <p>Using form Tech-6A, the Bidder should describe the academic qualifications and manage-</p>	/90

<p>ment experience of the proposed individual for the position of FSSP Project Manager. Maximum 5 pages.</p>	
<p><u>1.1 Academic qualifications</u></p> <p>1.1.1 Highest level of education completed in a relevant discipline in a recognized institution (up to a maximum of 16 points):</p> <ul style="list-style-type: none"> • Post-graduate degree (i.e. higher than bachelor): 16 points • Undergraduate degree (i.e. bachelor or equivalent): 10 points per degree, up to a maximum of 16 points. <p>For the purpose of criterion 1.1.1:</p> <ul style="list-style-type: none"> • “relevant discipline” is defined as a discipline related to political sciences, law, international development, economics, finance, business administration, project management, social sciences, engineering, applied sciences. • “recognized institution” is defined as a public, non-governmental or private entity that has been given full or limited authority to grant degrees by an act of the relevant legislature. 	/16
<p><u>1.2 Experience: Demonstrated management experience</u></p> <p>In the context of each assignment presented to demonstrate this criterion:</p> <p>a) The proposed individual should have:</p> <ul style="list-style-type: none"> • performed management duties similar to those described in Section 4B – Specific Mandate of the Consultant, sub-section 4.2 Project Manager; AND, • worked with an International Development Assistance Stakeholder(s) or on an International Development project(s); AND, <p>b) Only assignments started on or after January 1st 2000 will be considered for evaluation; AND,</p> <p>c) The assignment should be at least three (3) month in duration.</p> <p>If the Bidder does not demonstrate that the assignment satisfies elements a) to c) above, no points will be allocated to the assignment. Only assignments which satisfy elements a) to c) above should be presented in the proposed individual’s form TECH-6A.</p>	/74
<p>1.2.1 Duration of cumulative experience. The months where the assignments overlap are counted once (up to a maximum of 20 points):</p> <ul style="list-style-type: none"> • Less than 48 months: 0 point • 48 to less than 60 months: 8 points • 60 to less than 74 months: 12 points • 74 to less than 120 months: 15 points • 120 months or more: 20 points 	/20

<p>1.2.2 Maximum average annual budget managed by the proposed individual on an assignment (up to a maximum of 10 points):</p> <ul style="list-style-type: none"> • CAD\$500,000 to less than CAD\$1,000,000: 6 points • CAD\$1,000,000 or more: 10 points 	/10
<p>1.2.3 Demonstrated experience working with International Development Assistance Stakeholders (up to a maximum of 10 points).</p> <ul style="list-style-type: none"> • 2 types of organization: 2 points • 3 types of organizations: 6 points • 4 types of organizations: 10 points 	/10
<p>1.2.4 Demonstrated relevant experience managing the following services (1 point per relevant activity, up to 6 points per type of service, up to a maximum of 24 points):</p> <ul style="list-style-type: none"> i) Administrative services ii) Procurement services iii) Financial services iv) Logistical services 	/24
<p>1.2.5 Demonstrated cumulative experience working in-country in a Developing Country(ies). The months where the assignments overlap are counted once. (up to a maximum of 10 points).</p> <ul style="list-style-type: none"> • Less than 12 months: 0 point • 12 to less than 60 months: 6 points • 60 months or more: 8 points • Additional 1 point for one period of at least 12 months of experience in the Project Region or in a Failed or Fragile State (excluding the Project Country). • Additional 2 points for one period of at least 12 months of experience in the Project Country. 	/10
Total Requirement 1	/90
<p>Requirement 2: FSSP Financial Officer</p> <p>Using form TECH-6A, the Bidder should describe the academic qualifications and experience of the proposed individual for the position of FSSP Financial Officer.</p> <p>Maximum 3 pages</p>	/60
<u>2.1 Academic qualifications</u>	/15
<p>2.1.1 Highest level of education completed in a relevant discipline in a recognized institution (up to a maximum of 10 points):</p> <ul style="list-style-type: none"> • Post-graduate degree (i.e. higher than bachelor): 10 points 	/10

<ul style="list-style-type: none"> Undergraduate degree (i.e. bachelor or equivalent): 6 points per degree, up to a maximum of 10 points. <p>For the purpose of criterion 2.1.1:</p> <ul style="list-style-type: none"> “relevant discipline” is defined as a discipline related to business, finance, accounting or management. “recognized institution” is defined as a public, non-governmental or private entity that has been given full or limited authority to grant degrees by an act of the relevant legislature. 	
<p>2.1.2 Professional certification, accreditation or designation in accounting or finance issued by a professional body (5 points for one (1) relevant certification, accreditation or designation).</p> <p>For the purpose of this criterion, “professional body” means an organization to which members of a profession are admitted and which enjoys certain prerogatives to control professional practices and to take disciplinary action.</p>	/5
<p><u>2.2 Experience: Demonstrated experience working as financial officer</u></p> <p>In the context of each assignment presented to demonstrate this criterion:</p> <ol style="list-style-type: none"> The proposed individual should have performed financial officer duties similar to those described in Section 4B – Specific Mandate of the Consultant, sub-section 4.3 Financial Officer; AND, The assignment should have been carried out by the proposed individual in-country, in a Developing Country; AND, Only assignments started on or after January 1st 2000 will be considered; AND, The assignment should be at least three (3) months in duration. <p>If the Bidder does not demonstrate that the assignment satisfies elements a) to d) above, no points will be allocated to the assignment. Only assignments which satisfy elements a) to d) above should be presented in the proposed individual’s form TECH-6A.</p>	/45
<p>2.2.1 Duration of cumulative experience. The months where the assignments overlap are counted once (up to a maximum of 15 points):</p> <ul style="list-style-type: none"> Less than 12 months: 0 point 12 to less than 24 months: 6 points 24 to less than 48 months: 9 points 48 months or more: 12 points Additional 3 points for one period of at least 12 months of in-country experience in the Project Region or in the Project Country. 	/15
<p>2.2.2 Demonstrated relevant experience providing the following services (2 points per relevant experience, up to 10 points per type of service, up to a maximum of 30 points):</p> <ol style="list-style-type: none"> Financial management (i.e. budgeting, processing data for decision making, budget allocations, use of accounting software, reporting) 	/30

ii. Management of monitoring systems and internal control of expenses (i.e. Maintenance of project financial records in accordance with recognized standards, monitoring systems and internal financial controls, auditing financial reports)	
iii. Providing strategic financial advice	
Total Requirement 2	/60
TOTAL FOR A) PERSONNEL	/150
PASSING MARK FOR A) PERSONNEL (60%)	90
B) EXPERIENCE OF THE BIDDER	140
<p>Requirement 3: Experience providing services similar to the FSSP</p> <p>Using one (1) form TECH-4 per project, the Bidder should provide two (2) different projects demonstrating its experience providing services similar to the FSSP.</p> <p>For the purpose of this requirement, the term ‘project’ is defined as a contract, agreement or arrangement signed by the Bidder individually or in a consortium to provide the services.</p> <p>To be considered eligible, any project presented for the experience of the Bidder should:</p> <ul style="list-style-type: none"> • have started on or after January 1st 2000, or in case of a current ongoing project, the project should be at least 70% complete in terms of total value or implemented for at least one (1) year; AND • be at least one (1) year in duration; AND • include the provision of at least three (3) types of the following services: (1) administrative; (2) procurement; (3) financial; (4) logistical; AND • have an annual average value of at least CAD\$500,000 per year; AND • be carried-out in a Developing Country. <p>Only projects meeting all the elements above will be evaluated as follows:</p> <ol style="list-style-type: none"> a) Average annual project value: at least CAD\$500,000 per year on average, ideally CAD\$2.15 million per year on average (up to a maximum of 15 points). b) Location of the project: in a Developing Country, preferably in the Project Region and ideally in the Project Country (up to a maximum of 15 points). c) Types of services provided in the project: the Bidder should demonstrate it has performed activities that are relevant to each type of services and similar to the FSSP. (Administrative services, procurement services, financial services and logistical services). (2 points per relevant activity, up to 10 points per type of services, up to a maximum of 40 points). <p>Maximum two (2) pages per project for a total of four (4) pages.</p>	/70 points per project
TOTAL FOR B) EXPERIENCE OF THE BIDDER	/140
C) PROPOSED METHODOLOGY	/110

<p>Requirement 4: Proposed Methodology</p> <p>Using form TECH-5, the Bidder should describe its proposed methodology for managing the FSSP.</p> <p>Maximum 8 pages.</p>	/110
<p>4.1 <u>Procurement and contract administration procedures</u> (Maximum of up to 35 points)</p> <p>The Bidder should describe its procurement and contract administration procedures related to the procurement of individual consulting services under the Technical Specialist envelope. The procedures should explain key elements that:</p> <ul style="list-style-type: none"> • Take into consideration local context and constraints (1 point per relevant element, up to a maximum of 5 points); • Ensure procurement will be conducted in a transparent, fair and competitive manner (3 points per relevant element, up to a maximum of 15 points); • Demonstrate how Technical Specialist contracts will be effectively administered to respond to client needs and standards (3 points per relevant element, up to a maximum of 15 points). 	/35
<p>4.2 <u>Financial Management</u></p> <p>Bidder's proposed approach to ensure sound financial management, including a description of the following categories:</p> <ul style="list-style-type: none"> i) Roles and responsibilities ; ii) Adherence to applicable laws and standards ; iii) Budget planning and reporting ; iv) Disbursement/payment mechanisms; v) Control mechanisms or checkpoints. <p>Points will be awarded based on the description of relevant elements under each category (1 point per relevant element, up to 4 points per category, up to a maximum of 20 points).</p>	/20
<p>4.3 <u>Logistical Services</u></p> <p>Bidder's proposed approach to the provision of the following types of logistical services:</p> <ul style="list-style-type: none"> i) Travel support services ii) Event organization services iii) Fleet management services <p>Points will be awarded for relevant activities described under each type of logistical services (1 point per relevant activity, up to 5 points for each type of logistical services, up to a maximum of 15 points).</p>	/15
<p>4.4 <u>Management approach</u></p> <p>Bidder's proposed management approach with respect to the following categories:</p> <ul style="list-style-type: none"> i) Managing timelines (2 points for each relevant element described, up to a maximum of 10 points); ii) Methodology for managing client satisfaction (2 points for each relevant element 	/40

<p>described, up to a maximum of 10 points);</p> <p>iii) Risk management (up to 5 points for each risk, up to a maximum of 20 points). For each of the 4 risks provided below, the Bidder should identify the risk impacts on the FSSP and the proposed risk response measures. The Bidder will be awarded 1 point for each risk impact that demonstrates an understanding of the risk (up to a maximum of 2 points for each risk) and 1 point for each risk response that provides an effective measure to mitigate the risk (up to a maximum of 3 points for each risk).</p> <p>Risks:</p> <p>Risk 1: Risk related to the political context, security, terrorist attacks or conflicts.</p> <p>Risk 2: Risk that DFATD programming priorities and orientations would change.</p> <p>Risk 3: Risk of not being able to attract and retain strong staff, consultants and advisors in a competitive environment, with limited available resources.</p> <p>Risk 4: Fiduciary risk.</p>	
TOTAL FOR C) PROPOSED METHODOLOGY	/110
TOTAL – TECHNICAL COMPONENT	/400
PASSING MARK - TECHNICAL COMPONENT (60%)	240

Section 6. Standard Form of Contract

STANDARD FORM OF CONTRACT

**Management Services
Contract**

CONTRACT FOR MANAGEMENT SERVICES

between

Department of Foreign Affairs, Trade and Development
[DFATD]

and

<Name of the Consultant>

<Address of the Consultant>

in relation to the

Field Support Services Project in Kenya

A. Contract

This Contract (referred to as the “Contract”) is signed the *[day]* day of the month of *[month], [year]*, between, Her Majesty the Queen in right of Canada represented by the Minister for International Development acting through the Department of Foreign Affairs, Trade and Development (collectively referred to as “DFATD”) and, *[name of the Consultant]* (referred to as the “Consultant”).

OR

This Contract (referred to as the “Contract”) is signed the *[day]* day of the month of *[month], [year]*, between, Her Majesty the Queen in right of Canada represented by the Minister for International Development acting through the Department of Foreign Affairs, Trade and Development (collectively referred to as “DFATD”) and, a joint venture or consortium consisting of the following persons or entities, each of which will be jointly and severally liable to DFATD for all the Consultant’s obligations under this Contract, namely, *[name of the Consultant]* and *[name of the Consultant]* (collectively referred to as the “Consultant”).

The following form an integral part of this Contract:

- (a) The Conditions of Contract; and
- (b) The following Annexes:
 - Annex A: Basis of Payment
 - Annex B: Terms of Reference

I. Conditions of Contract

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meaning:

- (a) **“Administrative Mark-up”** means the mark-up paid to the Consultant on the cost of Technical Specialists procured by the Consultant upon request by DFATD during the implementation of the resultant Contract.
- (b) **“Applicable Canadian Taxes”** means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable to Canada such as 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* (R.S.C., 1985, c. 1 (5th Supp.));
 - (iv) a Canadian 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 of 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 person or entity 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 Conditions, 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 this Contract is specified below:

«Title of the delegated signing authority as per DFATD Delegation Instrument»

Department of Foreign Affairs, Trade and Development
125 Sussex Drive
Ottawa, ON
K1A 0G2

Canada
Telephone: XXX-XXX-XXXX
Facsimile: XXX-XXX-XXXX
Email:

- (h) **“DFATD”** means the Department of Foreign Affairs, Trade and Development.
- (i) **“DFATD Representative”** means an officer or employee of DFATD who is designated to perform the DFATD representative functions under the Contract.
- (j) **“Day”** means calendar day, unless otherwise specified.
- (k) **“Fees”** mean 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 (ISLC)”** means a document from a bank or an 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) **“Local Taxes”** include but are not limited to value added or sales tax, social charges, corporate taxes, or income taxes on non-resident Personnel, duties, fees and levies incurred in the Recipient Country.
- (n) **“Member”** means any of the persons or entities that make up a consortium or joint venture and **“Members”** means all these persons or entities.
- (o) **“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 this Contract. Any communication between DFATD and the Member in charge is deemed to be communication between DFATD and all other Members.
- (p) **“Minister”** means the Canadian 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.
- (q) **“National Joint Council Travel Directive and Special Travel Authorities”** means 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/>
- (r) **“Party”** means DFATD or the Consultant, as the case may be, and **“Parties”** means both of them.
- (s) **“Personnel”** means an individual(s) assigned by the Consultant to perform services under the Contract. Personnel do not include Technical Specialists procured under the

Contract.

- (t) **“Project Location”** means the location(s) where Services will be rendered as indicated in Annex B.
- (u) **“Proposal”** means the technical and financial proposal submitted by a Bidder.
- (v) **“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.
- (w) **“Recipient Country”** is a project owner/beneficiary for the purpose of this Contract as indicated in Annex B.
- (x) **“Reimbursable Expenses”** means the out-of-pocket expenses which can be specifically identified and measured as having been used or to be used in the performance of the Contract.
- (y) **“Service Costs”** means the fixed monthly rates charged by the Consultant for the provision of specific Services described in the Terms of Reference.
- (z) **“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 Annex B to the Contract.
- (aa) **“Technical Authority”** means the DFATD Representative responsible for all matters concerning the technical requirements under the Contract. The Technical Authority for this Contract is specified below:

Project Manager’s title

Department of Foreign Affairs, Trade and Development

Representative Office of Canada

YYYYYYYYY, XXXXXXXX

Telephone: XXX-XXX-XXXX

Facsimile: XXX-XXX-XXXX

Email:

- (bb) **“Technical Specialist(s)”** means an individual(s) procured by the Consultant upon request by DFATD during the implementation of the resultant Contract. Technical Specialists are not considered Consultant’s Personnel.
- (cc) **“Terms of Reference”** means the document included as Annex B to the 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 Relationship Between the Parties

- 1.2.1 This is a Contract for the performance of the Services for the benefit of the Recipient Country. Nothing in the Contract is intended to create an employment relationship, a partnership, a joint venture or an agency between DFATD and the Consultant. The Consultant is engaged by DFATD under the Contract as an independent Consultant for the sole purpose of providing the Services for the benefit of the Recipient Country. The Consultant, its Personnel and the Technical Specialists 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 Personnel. The Consultant must ensure that the terms of his contracts with his Personnel and Technical Specialists contracted by the Consultant reflect this provision.

- 1.3 Law Governing the Contract, permits, licenses, etc.**
- 1.3.1 The contract must be interpreted and governed and the relations between the parties determined by the laws in force in the Canadian province of *[insert the name of the Canadian province]*. The Parties irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts and tribunals of Canada.
- 1.3.2 The Consultant must have the capacity to operate in the Recipient Country and in the Project Location, and must obtain and maintain at its own cost all permits, license, regulatory approvals and certificates, required to perform the Services. If requested by the Contracting Authority, the Consultant must provide a copy of any required permit, license, regulatory approvals or certificate to DFATD.
- 1.3.3 The Consultant must provide the Services in compliance with laws and regulations applicable in the Recipient Country and in the Project Location.
- 1.4 Headings**
- 1.4.1 The headings will not limit, alter or affect the meaning of this Contract.
- 1.5 Priority of Documents**
- 1.5.1 If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that appears later on the list.
- (a) Conditions of Contract (CC);
 - (b) Annex A: Basis of Payment;
 - (c) Annex B: Terms of Reference; and
 - (d) The Consultant's proposal.
- 1.6 Notices**
- 1.6.1 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 below:
- DFATD :
Distribution and Mail Services - AAG
Lester B. Pearson Building
125 Sussex Drive
Ottawa, ON
K1A 0G2
Canada
- Attention : *[insert name of the Contracting Authority]- Division*
Facsimile : *[insert fax number]*
- Attention : *[insert name of the Technical Authority]- Division*
Facsimile : *[insert fax number]*
- Consultant (list all Members of a consortium or joint venture):

Attention : *[insert Consultant name]*

1.6.2 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 Contract.

- 1.7 Location** 1.7.1 The Services will be performed at the Project Location, and, where the location of a particular task is not so specified, at such locations as DFATD may specify and/or approve.
- 1.8 Authority of Member in Charge** 1.8.1 If the Consultant consists of a consortium or joint venture, the Members authorize the entity *[include the name of the entity]* (i.e., the Member in charge) to act on their behalf in exercising all the Consultant's rights and obligations towards DFATD under this Contract, including without limitation, the receiving of instructions and payments from DFATD.
- 1.9 DFATD Authorities** 1.9.1 Only the Contracting and Technical Authorities specified in the Contract are authorized to take action or execute documents on behalf of DFATD under this Contract.
- 1.10 Successors and Assigns** 1.10.1 The Contract will ensure to the benefit of and be binding upon the Parties and their lawful heirs, executors, administrators, successors and permitted assigns.
- 1.11 Certifications provided in the proposal** 1.11.1 Ongoing compliance with the certifications provided by the Consultant in its proposal is a condition of the Contract and subject to verification by DFATD during the entire period of the Contract.
- 1.11.2 If the Consultant does not comply with any certification included in its proposal, or if it is found that the Consultant has omitted to declare, prior to entering into this Contract or during the period of the Contract, any conviction or sanction, or if it is determined that any certification made by the Consultant in its proposal is untrue, whether made knowingly or unknowingly, DFATD has the right, pursuant to paragraph 2.8, to terminate the Contract.
- 1.11.3 The Consultant understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Consultant and Employment and Social Development Canada (ESDC)-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 ESDC will constitute the Consultant in default as per the terms of the Contract.
- 1.12 Conflict of Interest** 1.12.1 Given the nature of the work to be performed under this Contract and in order to avoid any conflict of interest or appearance of conflict of interest, the Consultant acknowledges that it will not be eligible to bid, either as a consultant or as a sub-consultant or a 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 this 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. The Consultant must ensure that the terms of his contracts with

his Personnel and Technical Specialists reflect this provision.

- 1.12.2 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.
- 1.12.3 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.
- 1.12.4 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.
- 1.12.5 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.
- 1.12.6 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 Personnel, which may or may appear to impair the ability of the Consultant to perform the Services diligently and independently.
- 1.12.7 The Consultant also understands that providing FSS services may result in having access to privileged programming information that may be perceived as an unfair advantage and may place it in a situation of conflict of interest. The Consultant understands and agrees that if DFATD determines that a conflict of interest situation may exist, DFATD reserves the right to exclude the Consultant from future DFATD development opportunities.

1.13 Severability

- 1.13.1 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 this 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 from the effective date of the Contract to *[insert date on which the contract will expire]* inclusive.
- 2.3 Amendment and Waiver** 2.3.1 To be effective, an amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Consultant.
- 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 Acceptance of Deliverables** 2.4.1 The Consultant will provide the Technical Authority with the plans and reports detailed in Annex B, Terms of Reference, for approval within the established timeframe.
- 2.4.2 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.
- 2.4.3 The Technical Authority may request modifications to the plans and reports. 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 20 working days.
- 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, Terms of Reference.
- 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 20 working days, of all the circumstances relating to the delay. The Consultant must use all reasonable efforts to mitigate any effect, commercial or other, resulting from the event causing the delay. Within the same delay of 20 work-

ing days, the Consultant must also provide to the Technical Authority, for approval, a clear work around plan explaining in detail the steps that the Consultant proposes to take in order to minimize the impact of the event causing the delay, including details of the unavoidable costs to be incurred during this period.

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 3 months, the Contracting Authority may, by giving notice in writing to the Consultant:

- a) suspend the Services or part of the Services for up to 180 Days in accordance with the para 2.7 below; or
- b) terminate the Contract for convenience in whole or in part as per the para 2.9.

2.6.4

- a) During the first 3 months following the Excusable Delay event, DFATD will pay incurred unavoidable costs as detailed and approved by the Contracting Authority in the work around plan. These costs may include Fees, Administrative Mark-up, Service Costs, Reimbursable Expenses and any other costs mutually agreed to by both Parties;
- b) In case of suspension of the Services after the first 3 months of the Excusable Delay event, DFATD will pay the Consultant in accordance with the provisions of the para 2.7.2;
- c) In case of termination after the first 3 months of the Excusable Delay event, DFATD will pay the Consultant in accordance with the provisions of the para 2.9.2, 2.9.3 and 2.9.4.

In any 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 suspension or termination or the event that contributed to the Excusable Delay.

2.6.5 If the Contract is terminated under the para 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 180 Days. The Consultant must immediately comply with any such order in a way that minimizes the cost of doing so. Within these 180 Days, the Contracting Authority will either cancel the order or terminate the Contract, in whole or in part, under the para 2.8 or 2.9.

2.7.2 When an order is made under the para 2.7.1, unless the Contracting Authority terminates the Contract by reason of default by the Consultant or the Consultant abandons the Contract, the Consultant will be entitled to be paid its additional costs incurred, as DFATD considers reasonable, as a result of the suspension order.

2.7.3 When an order made under the para 2.7.1 is cancelled, the Consultant must resume the Services in accordance with the Contract as soon as practicable. If the suspen-

sion has affected the Consultant's ability to meet any delivery date under the Contract, the date for performing the part of the Services affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that, in the opinion of the Contracting Authority following consultation with the Consultant, is necessary for the Consultant to resume the Services.

2.8 Termination due to default of Consultant

2.8.1 Except in situations identified in the para 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 the para 2.8.1 or 2.8.2, the Consultant will have no claim for further payment except as provided under para 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 para 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. 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 in accordance with the Contract, the value of the Fees, Administrative Mark-up cost, Service Costs and Reimbursable Expenses, as they relate to the Services performed and accepted by DFATD prior to the date of the termination notice.

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

2.8.5 If the Contract is terminated for default under the para 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 the para 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 the para 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) the value of the Fees, Administrative Mark-up cost, Service Costs and Reimbursable Expenses, as they relate to the 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; and
 - (b) 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 para 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 . The total of the amounts to which the Consultant is entitled to be paid under this para 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 para 2.9 except to the extent that this para 2.9 expressly provides.

2.10 Cessation of Rights and Obligations

- 2.10.1 Upon termination or suspension of this Contract pursuant to the para 2.7, 2.8, or 2.9, or upon expiration of this Contract pursuant to the para 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 the para 3.2;
 - (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in the para 3.5; and
 - (d) any right which a Party may have under the law governing the contract as specified in the para 1.3.1.

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 qualified resources, appropriate technology and safe and effective equipment, machinery, materials and methods. In respect of any matter relating to this Contract or to the Services, the Consultant must at all times support and safeguard DFATD's legitimate interests in any dealings with Personnel 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 discriminate with respect to individuals' eligibility to participate as a beneficiary of the development initiative beyond what is targeted in the Terms of Reference of this 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 Terms of Reference 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 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.

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.

3.2.4 The obligations of the Parties set out in this para 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

3.3.1 The Consultant must acquire and maintain insurance specified below at its own

cost:

1. Commercial General Liability Insurance for not less than \$2,000,000 Canadian dollars per accident or occurrence and in the annual aggregate, inclusive of defence costs.

The insurance will include the following:

- (a) Canada as an additional insured, as represented by the Department of Foreign Affairs, Trade and Development;
 - (b) Bodily Injury and Property Damage to Third Parties;
 - (c) Product and Completed Operations;
 - (d) Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character;
 - (e) Cross Liability and Separation of Insured;
 - (f) Employees and, if applicable, Volunteers as Additional Insured;
 - (g) Employer's Liability;
 - (h) Broad Form Property Damage;
 - (i) Non-Owned Automobile Liability;
 - (j) 30 Days written notice of policy cancellation; and
 - (k) All Risks Tenants Legal Liability - to protect the Consultant for liabilities arising out of its occupancy of leased premises.
2. Errors and Omissions Liability Insurance

If the Consultant is a licensed professional, he will carry an errors and omissions liability insurance for not less than \$1,000,000 Canadian dollars per loss and in the annual aggregate, inclusive of defence costs.

The insurance will include the following:

- i) If the policy is written on a claims-made basis, coverage will be in place for a period of at least 12 months after the completion or termination of the Contract; and
 - ii) 30 Days written notice of cancellation.
3. Health Insurance

The Consultant will ensure that its Personnel are provided with full information on health maintenance in the Recipient Country and that they are physically capable of performing the assigned duties. The Consultant will ensure that its Personnel are covered by adequate health insurance. DFATD will not assume any medical costs for the Consultant or its Personnel.

4. Workers' Compensation Insurance for all Personnel in accordance with the statutory requirements of the Territory, Province, State of domicile or employment, having such jurisdiction. If the Consultant is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board or such other authority, howsoever caused, the Consultant will indemnify and hold harmless DFATD for any such liability. The Consultant will ensure that all of its Personnel performing the Services on this Contract will have the same level of Workers' Compensation Insur-

ance throughout the Consultant’s performance of the Contract.

The insurance will include the following:

- (a) Canada as additional insured as represented by the Department of Foreign Affairs, Trade and Development, to the extent permitted by law;
- (b) Cross Liability and separation of insured, to the extent permitted by law;
- (c) Waiver of Subrogation Rights in favor of DFATD, to the extent permitted by law; and
- (d) 30 Days written notice of cancellation.

3.3.2 Such insurance must be in place within 10 Days from the signature of the Contract for the duration of the period of the Contract as established in the para 2.2.

Additional Insurance

3.3.3 The Consultant is responsible for deciding if insurance coverage other than that specified in the para 3.3.1 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

3.3.4 If requested by the Contracting Authority, the Consultant must provide, within the timeframe indicated in the notice, 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

3.3.5 In the event that DFATD is enjoined in any litigation arising from any claims, the Consultant must, within 10 Days of a request from DFATD, provide certified true copies of all applicable insurance policies to the Contracting Authority.

No Waiver

3.3.6 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

3.4.1 Obligations Related to Security

Consultant’s Responsibility to safety and protection of Personnel

- (a) The Consultant is responsible to ensure its own security and the security of its Personnel. DFATD assumes no responsibility for their security.
- (b) The Consultant recognizes that work involved in this project could expose it and its Personnel to serious risks of injury or death.
- (c) The Consultant is responsible to fully and openly disclose to its Personnel the inherent risks of the project.
- (d) The Consultant is also responsible to keep itself and its Personnel informed of any “Travel Reports & Warnings” issued by the Department of Foreign Affairs, Trade and Development Canada.

3.4.2 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 Personnel. If the Consultant determines that a se-

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

For all contracts:

- (b) The Consultant should also put in place for itself and its Personnel, 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.

3.4.3 Personnel

For the purposes of the para 3.4 the term "Personnel" includes:

- a) all individuals involved in the project under an employment contract with the Consultant;
- b) all individuals not included in the para 3.4. 3(a) who are authorized by the Consultant to be involved in the project, including, but not limited to, volunteers and interns; and
- c) each family member, if applicable, of:
 - i. the Consultant, and
 - ii. each individual included in the para 3.4. 3(a) and (b).

3.5 Initial Visit and Audit

- 3.5.1 To improve project implementation DFATD may conduct an initial visit after the signature of the Contract. The objective of the initial visit is to review the terms

and conditions of the Contract with the Consultant, and to ensure that the Consultant's financial management of the project can be done efficiently and in accordance with the requirements of the Contract. The Consultant agrees to allow for the initial visit and to provide the DFATD Representative with the facilities, personnel, and any information required for the purposes of the initial visit, all at no cost to DFATD.

- 3.5.2 All costs incurred under this 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 7 years following completion of the Contract.

3.6 Copyright

- 3.6.1 Anything that is created or developed by the Consultant as part of the Services under the Contract in which copyright subsists belongs to Canada. The Consultant must incorporate the copyright symbol and either of the following notices, as appropriate: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
- 3.6.2 At the request of the Contracting Authority, the Consultant must provide to DFATD, at the completion of the Services or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the Canadian Copyright Act, R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Services. If the Consultant is an author, the Consultant permanently waives the Consultant's moral rights.

3.7 Services or Assets Purchased by the Consultant (under Reimbursable expenses and Technical Specialist envelope)

- 3.7.1 Where the Consultant procures project related services or assets, it must carry out procurement activities adhering to the following principles:
- (a) Competition for supply of goods and services. A competitive process means when solicitation of bids enhances access, competition and fairness and assures that a reasonable and representative number of suppliers are given an opportunity to bid and in which the combination of price, technical merit, and/or quality, are considered in the evaluation.
 - (b) Pre-determined, clear evaluation of selection methods to ensure best value for money;
 - (c) Prompt and transparent notification to winning and losing bidders; and
 - (d) Justification, including evidence of fair price in the event of non-competitive procurement, recorded on file.

Any exception to competition must be justified and documented and may be sub-

ject to audit.

**3.8 Use of DFATD/
Recipient
Country property, facilities
and electronic
media**

3.8.1 The Consultant must not use any of the goods, materials, equipment, facilities, furnishings or vehicles of DFATD, or the 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 the para 2.8, for any improper use of electronic media.

3.9 Public Recognition

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 this Contract for the Services.

For Consultants not subject to the M-30 Compliance with the Act Respecting the Conseil Exécutif du Québec:

3.9.1 Announcement

The Consultant must not make any initial public announcement, in Canada or overseas, relating to this Contract, the Project, or to any of the information in the documents attached to the Contract without first providing DFATD 60 days advance notice and obtaining DFATD's approval. In exceptional circumstances, DFATD may, at its sole discretion, consent to an advance notice period that is less than 60 days.

3.9.2 Material

Once the Project has been announced, all content directly related to the Project that will be used in any public activity will contain appropriate acknowledgments of the contribution of both DFATD and the Consultant. The Consultant could inform and share such content with DFATD.

3.9.3 Acknowledgement of Contribution

The Consultant must acknowledge DFATD's contribution in the following manner when the content is related to the Project or the Contract:

- (a) by clearly and prominently identifying the contribution to the public, using the wording satisfactory to DFATD, such as "The Government of Canada provides funding for this Project";
- (b) by acknowledging the contribution in any public reference to the Project such as but not limited to announcements, interviews, speeches, press releases, publications, signage, websites, promotional materials and advertising; and
- (c) by presenting all Government of Canada identifiers in a manner compliant with the Federal Identity Program available at <http://www.international.gc.ca/development-developpement/partners-partenaires/bt-oa/wordmark-symbole.aspx?lang=eng> on all paper and web based documents. When using the Canada wordmark, the following clarify-

ing statement must be posted beside it:
"Program/Project/activity undertaken with the financial support of the Government of Canada provided through the Department of Foreign Affairs, Trade and Development Canada (DFATD)"; or

«Programme/projet/activité réalisé(e) avec l'appui financier du gouvernement du Canada accordé par l'entremise du ministère des Affaires étrangères, du Commerce et du Développement (MAECD)».

3.9.4 Posting of Material

The Consultant will be required to prominently display, on its website, graphic identifiers and text provided by DFATD, acceptable to the Parties, clearly stating in English and French, that DFATD provides support for this Project under this Contract. The Consultant will be required to host graphic identifiers provided by DFATD on its website to be downloaded by participating organizations and institutions in this Project, in accordance with 3.9.3 (c).

3.9.5 Official Languages

All public information materials issued jointly by DFATD and the Consultant must be in both of Canada's official languages. DFATD will bear translation costs into the second official language.

OR

For Consultants who are subject to the M-30 Compliance with the Act Respecting the Conseil Exécutif du Québec:

3.9.1 Announcement

The Consultant must not make any initial public announcement, in Canada or overseas, relating to this Contract, the Project, or to any of the information in the documents attached to the Contract without first providing DFATD 60 days advance notice and obtaining DFATD's approval. In exceptional circumstances, DFATD may, at its sole discretion, consent to an advance notice period that is less than 60 days.

3.9.2 Material

Once the Project has been announced, all content directly related to the Project that will be used in any public activity will contain appropriate acknowledgments of the contribution of both DFATD and the Consultant. The Consultant could inform and share such content with DFATD.

3.9.3 Acknowledgement of Contribution

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- (a) by clearly and prominently identifying the contribution to the public, using the wording satisfactory to DFATD, such as "The Government of Canada provides funding for this Project";
- (b) by acknowledging the contribution in any public reference to the Project such as but not limited to announcements, interviews, speeches, press releases, publications, signage, websites, promotional materials and advertising; and
- (c) by presenting all Government of Canada identifiers in a manner compliant with the Federal Identity Program available at

<http://www.international.gc.ca/development-developpement/partners-partenaires/bt-oa/wordmark-symbole.aspx?lang=eng> on all paper and web based documents. When using the Canada wordmark, the following clarifying statement must be posted beside it: "*Program/Project/activity undertaken with the financial support of the Government of Canada provided through the Department of Foreign Affairs, Trade and Development Canada (DFATD)*";

3.9.4 Posting of Material

The Consultant will be required to prominently display, on its website, graphic identifiers and text provided by DFATD, acceptable to the Parties, clearly stating that DFATD provides support for this Project under this Contract. The Consultant will be required to host graphic identifiers provided by DFATD on its website to be downloaded by participating organizations and institutions in this Project, in accordance with 3.9.3 (c).

3.9.5 Communications

The text of all public information materials issued jointly by DFATD and the Consultant must be judged acceptable by both parties. DFATD will bear translation costs of all the public information materials produced for the purposes of the Project.

3.10 International sanctions

3.10.1 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 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 Consultant agrees that it will, in the performance of this Contract, comply with any such regulations that are in force on the effective date of this Contract, as in the para 2.1.1, and will require such compliance by its Personnel.

3.10.2 The Consultant agrees that DFATD relies on the Consultant's undertaking in the para 3.10.1 to enter into this Contract, and that any breach of the undertaking will entitle DFATD to terminate this Contract under the para 2.8.

3.10.3 The countries or groups currently subject to economic sanctions are listed on the Department of Foreign Affairs, Trade and Development (DFATD) site.

3.10.4 The Consultant agrees that only the text as published in the *Canada Gazette, Part II*, is authoritative.

3.10.5 The Consultant and any individual assigned to perform Services under the Contract must comply with changes to the regulations imposed during the period of the contract. The Consultant must 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 the para 2.9.

3.11 Indemnification

3.11.1 The Consultant agrees to pay to Canada the amounts of all of Canada's losses, liabilities, damages, costs, and expenses ("losses") resulting from any claim made by a Third Party relating to the Contract, including the complete costs of defending any legal action by a Third Party, other than to the extent a loss results direct-

ly from a wilful or negligent act or omission by Canada or its employees, as the losses arise. The Consultant also agrees, if requested by Canada, to defend Canada against any Third Party claims.

4. Consultants' Personnel

- | | | |
|---|-------|---|
| 4.1 General | 4.1.1 | The Consultant must provide qualified and experienced Personnel to carry out the Services. |
| 4.2 Working Hours, Leave, etc. | 4.2.1 | DFATD will only pay for person-days worked, including work on a statutory holiday, if an individual chooses to do so. The maximum number of hours in 1 person-day to be claimed by the Personnel cannot exceed 7.5 hours. Any additional time requires prior authorization by DFATD. This applies to all Personnel. The Fees for less/more than 1 person-day will be calculated by dividing the Fees by 7.5 hours and multiplying the result by the number of hours actually worked during the Day. |
| 4.3 Replacement of Personnel | 4.3.1 | The Consultant must ensure that the Personnel assigned to an existing position provides the Services associated with that position 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 para 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. If such a replacement is contemplated, the Consultant must submit to DFATD for its approval a detailed curriculum vitae of the proposed individual. 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 replace a member of its Personnel with 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. |
| <i>Existing Position - Replacement of Personnel</i> | 4.3.2 | Unless otherwise agreed to in writing by DFATD, the Consultant must pay for the cost of replacement and/or addition of the Personnel, and/or changes to a position(s). |
| 4.4 Harassment in the workplace | 4.4.1 | The Consultant must respect, and ensure that all members of its Personnel respect, 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. |
| <i>Improper conduct or abandonment of position</i> | 4.4.2 | 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 para 2.7 or Termination due to default of Consultant in accordance with para 2.8. |

5. Obligations of DFATD

- 5.1 Method of Payment** 5.1.1 In consideration of the Services performed by the Consultant under this Contract, DFATD will pay the Consultant in accordance with the provisions set forth in the para 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 Contract, DFATD will pay the Consultant up to the maximum amount of _____ **in Canadian dollars, Applicable Canadian Taxes extra.**
- 6.1.2 No increase in the Contract amount resulting from any changes, modifications or interpretations of the Terms of Reference, 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 to the Contract. The Consultant must not perform any Services which would cause DFATD's liability to exceed the Contract amount.
- 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 the para 6.1.1 when:
- (a) it is 75 percent committed; or
 - (b) 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 para 6.1.4 will not increase DFATD's liability over the contract amount.
- Taxes* 6.1.6 **Applicable Canadian Taxes**
- Canadian federal government departments and agencies are required to pay Applicable Canadian Taxes. The Applicable Canadian Taxes is not included in the maximum Contract amount specified in the para 6.1.1. The estimated amount of Applicable Canadian Taxes is *[insert]*. Applicable Canadian Taxes will be paid by DFATD as provided in para 6.1.9. It is the sole responsibility of the Consultant to charge Applicable Canadian Taxes at the correct rate in accordance with applicable legislation. The Consultant agrees to remit to appropriate Canadian tax authorities any amounts of Applicable Canadian 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 Canadian 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 Canadian 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 Canadian 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 this Contract, less the Applicable Canadian Taxes and provincial sales tax credits and rebates to which the Consultant is entitled;
- b) Do not take into account the Applicable Canadian 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 para 6.1.6 and specified in accordance with the terms and conditions stipulated below.

6.1.9 For the purposes of applying the para 6.1.6, the amount of Applicable Canadian 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 Canadian 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 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.

6.1.11 The Consultant is responsible to pay all other taxes (including but not limited to Local Taxes and corporate taxes, if applicable). Local and corporate taxes are included in the Fees and the Service Costs.

6.2 Basis of Payment

6.2.1 Subject to the Contract amount specified in the para 6.1.1 and in accordance with Annex A, Basis of Payment, DFATD will pay to the Consultant:

- (a) Fees of the Personnel as set forth in the para 6.2.2, 6.2.3 and 6.2.4;
- (b) Costs of Technical Specialists contracted under the project;
- (c) Administrative Mark-up as set forth in the para 6.2.5;
- (d) Service Costs as set forth in the para 6.2.6; and
- (e) Reimbursable Expenses at cost without mark-up as set forth in the para 6.2.7.

6.2.2 Payment for the Personnel must be determined on the basis of time actually worked by such Personnel in the performance of Services after the date determined in accordance with the para 2.1 at the Fees referred to in Annex A, Basis of Payment

and as specified in the para 6.3. A detailed basis of payment is provided in Annex A.

- 6.2.3 The Fees referred to under the para 6.2.2 above will include Fees for the Personnel for the portion of time directly related to the performance of the Services, inclusive of all mark-ups, including paid and time-off benefits, overhead and profit, and are limited to 7.5 hours up to 6 Days per week in the Project Location, unless previously authorized in writing by DFATD.
- 6.2.4 The Fees stated in the para 6.2.2 may be charged to DFATD while the individual is on Travel Status. The number of person-days allowed for Travel Status will be determined and approved by DFATD on the basis of the points of origin and destination.
- 6.2.5 The Consultant may apply the Administrative Mark-up to the services of the Technical Specialists required during Contract execution. The Administrative Mark-up rate is: (*indicate rate*). This mark-up will be applied as follows :

	Application of the mark-up rate
Technical Specialists to be contracted under the project	Fees excluding Applicable Canadian Taxes invoiced by the Technical Specialists

6.2.6 Service Costs

As applicable, Service Costs are paid in accordance with Annex A and with the following terms:

Service Costs are paid on an all-inclusive unit rate basis. Service Costs include the following:

- (a) Office Space:
 Costs associated with the use of office space by Technical Specialists and other parties designated by DFATD are included in this category. The costs for use of office space by the Consultant’s FSSP Personnel are not included, as these are covered in overhead costs (refer to paragraph 6.2.3). Office space costs for each type of office space, include but are not limited to: office rental, repairs and maintenance; heating/cooling costs; access to utility services such as internet, phone/communications systems, electricity; office charges; cleaning; security; furniture; set-up and rehabilitation costs, technical support during usage, and any other cost to ensure readiness of office space for requested usage. Costs of communications and use of internet will be reimbursed separately (see the para 6.2.7 (b)).
- (b) Equipment:
 Costs associated with the use of equipment by Technical Specialists and other parties designated by DFATD are included in this category. The costs for the use of equipment by the Consultant’s FSSP Personnel are not included, as these are covered in the overhead cost (refer to paragraph 6.2.3). Equipment costs for each type of equipment include but are not limited to the purchase, maintenance and replacement of equipment, accessories, technical support during usage, and any other cost to ensure readiness of

equipment for requested usage. Costs of communications will be reimbursed separately (see the para 6.2.7 (b)).

6.2.7 The following expenses actually and reasonably incurred by the Consultant in the performance of the Services are considered Reimbursable Expenses.

- (a) Travel and Living Expenses: the cost of travel while on Travel Status and the cost of other transportation will be reimbursed but must not exceed the limits in the National Joint Council Travel Directive (the “Directive”), and the Special Travel Authorities Directive (the “Special Directive”), which takes precedence over the Directive. The Directive and the Special Directive serve as a ceiling for unit prices of certain Reimbursable Expenses and are available respectively on the National Joint Council Internet site at <http://www.njc-nm.gc.ca/directive/travel-voyage/index-eng.php> and <http://www.tbs-sct.gc.ca>.
- (i) the cost of commercial transportation based on the lowest available fares, using the most direct routing. The Consultant must obtain the lowest possible airfare (including by such means as by booking the reservation as soon as possible). The standard for air travel is economy class, including APEX, charters and other reduced or discounted fares. DFATD will reimburse the Consultant the lowest airfare available at the time of reservation, but never more than the maximum of a full-fare economy airfare. DFATD will limit the reimbursement of plane tickets to the lowest fare available at the time of reservation even when the Consultant chooses not to use this fare. The Consultant must be able to demonstrate with proper supporting documentation considered satisfactory to DFATD, the lowest fare available at the time of reservation. The cost of necessary changes or cancellations to flights is considered a legitimate reimbursable expense of the project and the circumstances surrounding these changes must be documented in the Consultant’s project file;
- (ii) the cost of meals and incidentals allowance in respect of the Personnel for every Day in which the Personnel is absent from the Consultant’s or Personnel’s home office for purposes of the Services as well as private vehicle usage, not exceeding the meal, incidental, and private vehicle allowances specified in Appendices B, C and D of the Directive;
- (iii) the cost of registration, photographs, and courier services related to obtaining a visa/work permit;
- (iv) the actual and Reasonable Cost of a single room in commercial accommodation or, when private non-commercial accommodation is used, the rate for such accommodation, not exceeding the limits in accordance with the provisions of clause 7.8 of the Special Directive and Appendix D of the Directive; and
- (v) all other actual and Reasonable Costs considered legitimate project expenses, in accordance with the provisions of the Directive referring to “travellers” rather than to “employees”.
- (b) project-related communication costs incurred from the use of communications

systems, including but not limited to long-distance charges, videoconference, internet, fax, newspaper publishing, mailing and courier;

- (c) translation and interpreters costs directly related to the project;
- (d) certain expenses, such as local transportation costs and living expenses while on Travel Status for the purpose of the project but excluding remuneration from DFATD for counterpart personnel of Recipient Country(ies), who have been identified by the Recipient Country(ies) to either receive training and/or work with the Personnel on the project;
- (e) actual and Reasonable Costs of any Third Party who may be contracted under the Project, including labour and materials;
- (f) actual and Reasonable Costs of training, observation tours, studies, workshops and seminars, including but not limited to textbooks and manuals, and excluding cost of the Personnel related to them, as approved in advance by DFATD (normally as part of a work plan);
- (g) actual and Reasonable Costs of fuel for transportation exclusively for Project-related purposes documented in the log book;
- (h) Actual and Reasonable Costs of taxi services and vehicle rental, including but not limited to fuel and the services of a driver, upon request and in accordance with the requirements established by DFATD;
- (i) Actual and Reasonable Costs of office supplies exclusively used by the Technical Specialists and other parties designated by DFATD; and
- (j) any other expenses approved in advance by DFATD.

- | | |
|--|--|
| 6.3 Provision for Multi-year Contracts | 6.3.1 Fees and unit service rates/costs are fixed on an annual basis. |
| | 6.3.2 Applicability of Fees and unit service rates/costs for Year 1 starts at Contract signature. |
| | 6.3.3 Fixed annual Fees and unit service rates/costs applicable for subsequent years (Year 2, Year 3, etc.) become effective on the Contract anniversary date. |
| 6.4 Currency of Payment | 6.4.1 Payments by DFATD to the Consultant will be made in Canadian dollars. |
| | 6.4.2 Expenses incurred by the Consultant not in Canadian dollars must be invoiced to DFATD in Canadian dollars using the exchange rate given by the Bank of America on the invoice date of the reimbursement request to DFATD. Any foreign exchange risks that may be associated with the payments to the Consultant by DFATD under this Contract is the sole responsibility of the Consultant. |
| 6.5 Irrevocable Standby Letter of Credit (ISLC) | 6.5.1 Irrevocable Standby Letter of Credit (ISLC) is to guarantee the Consultant's performance. |
| | If the use of an ISLC is chosen by the Consultant, within 28 Days of the signature |

of the Contract the Consultant must furnish the performance security in the amount of 5 percent of the total contract value of the Fees, maximum Administrative Mark-up costs and Service Costs. The ISLC must remain valid for six months after the completion of the Contract.

- 6.5.2 An ISLC issued by a foreign financial institution must be confirmed by an Approved Financial Institution. DFATD reserves the right to validate the presented confirmation.
- 6.5.3 An ISLC must be in Canadian dollars.
- 6.5.4 Any ISLC and amendments to an ISLC submitted by the Consultant must be sent to the Technical Authority. The ISLC itself must clearly include the following information:
- a) the Bank's reference number;
 - b) the Bank's name and address;
 - c) the date of issue;
 - d) the expiry date;
 - e) the name and address of the Consultant;
 - f) the name of the payee: Receiver General for Canada;
 - g) the Purchase order number;
 - h) the project name and number;
 - i) the Branch name;
 - j) the face amount of the letter of credit;
 - k) 'Payable in demand' or 'Payable at sight';
 - l) 'Redeemable upon approval of the Chief Financial Officer';
 - m) a provision that the letter of credit is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practices for Documentary Credits, 2007 revision, ICC Publication No. 660;
 - n) a provision that more than one written payment request may be presented, subject to the sum of those requests not exceeding the face amount of the letter of credit (where applicable); and
 - o) a provision for the renewal of the letter of credit (where applicable).
- 6.5.5 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.

6.6 Performance security in a form of holdback

- 6.6.1 In an absence of ISLC, as a guarantee for performance, each invoice of the Consultant will be subject to a 10 percent holdback applicable to the invoiced Fees, Administrative Mark-up and Service Costs for the month up to a maximum of 5 percent of the total contract value of the Fees, maximum Administrative Mark-up costs and Service Costs.
- 6.6.2 This holdback may be released, subject to the satisfactory performance of the Consultant, as determined by DFATD, 6 months after the completion of the Contract.

6.7 Mode of Billing and Payment

- Billings and payments in respect of the Services will be made as follows:
- 6.7.1 Subject to the para 6.7.2 through 6.7. 6, DFATD will pay the Consultant, not more often than once per month, the Fees, Administrative Mark-up costs, Service Costs, costs of Technical Specialists and Reimbursable Expenses outlined in the para 6.2

paid by the Consultant during the previous month.

6.7.2 No payment will be made to the Consultant until DFATD receives a detailed invoice in three copies, of the Consultant's Fees and rates/costs for the Services rendered and expenses paid during the previous month supported by the following documentation properly completed:

- a) Details of the time worked for each individual: the name, date, number of hours worked, and description of activities undertaken for each Day. The Consultant may include this information on their invoice or submit timesheets containing all listed information. If timesheets are not submitted with the invoice, they must be kept by the Consultant and made available to DFATD upon request. In the event that the number of person-days worked exceeds the total authorized for the week in accordance with the para 6.2.3, the Consultant must present a document in support of a claim for such Services, which also establishes that provision of such Services had been authorized, in advance, by the DFATD Representative.
- b) Any relevant details of the Service Costs as may be requested by DFATD. Proofs that the Service Costs were actually incurred
- c) Details of Reimbursable Expenses paid, including all information which supports the expenses.
- d) For expenses related to travel: Payment requests must be supported by detailed information for each category of expense related to travel, including airfare, accommodation, meals, incidentals, transportation, and any other eligible expense related to travel. For the purposes of this paragraph, "detailed information" means: the dollar amount of the expense, the date(s) the expense was paid, the number of days of travel, the country/city in which the expense was paid, travel class associated with the expense, and all other information relevant to the expense.
- e) DFATD may, at any time and at its discretion, request copies of timesheets, receipts or any other supporting documentation, or conduct an audit, or both, of any fee(s) or expense(s) claimed by the Consultant. Where expenses are paid in foreign currency, receipts must indicate the currency.
- f) If the Consultant submits an electronic invoice, DFATD will identify it as the original invoice.

All payment requests, invoices and statements submitted by the Consultant must be sent to DFATD at the following address:

Distribution and Mail Services - AAG

Lester B. Pearson Building

125 Sussex Drive, Ottawa, ON

Canada, K1A 0G2

Attention: *[insert name]*

and must indicate the following codes:

Purchase order: [insert]
WBS Element: *[insert]*
GLAcct/ CC/ Fund: *[insert]*
Vendor: *[insert]*
Project number: *[insert]*

6.7.3 Within 15 Days of the receipt of the documentation required under the para 6.7.2, DFATD will notify the Consultant, in writing, when any or a combination of the following situations occur:

- (a) there are any errors or omissions in the documentation;
- (b) the Services rendered by the Consultant are not satisfactory or are not in conformity with the Contract; or
- (c) the amount claimed by the Consultant appears to exceed the actual value of the Services performed.

6.7.4 Any Fees, costs of Technical Specialists, Administrative Mark-up, Service Costs or Reimbursable Expenses paid by the Consultant which are the subject of the notification in the para 6.7.3 will be excluded for the purposes of payment under the para 6.7.1 until the Fees, Administrative Mark-up, Service Costs or Reimbursable Expenses have been accepted by DFATD.

6.7.5 Subject to the para 6.7.4, DFATD will pay the Consultant within 30 Days after the receipt of the documentation required under the para 6.7.2.

6.7.6 With the exception of the final payment under the para 6.8, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations under the Contract. DFATD will have the right to reject any Services that are not in accordance with the requirements of the Contract and require correction or replacement of such Services at the Consultant’s expense.

6.8 Final Payment

6.8.1 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 the certificate stating that all the Consultant’s financial obligations to the Personnel or contracted third parties under the Contract have been fully discharged, DFATD will pay the balance due against the Contract taking into account provisions for performance security.

6.9 Right of Set-Off

6.9.1 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.

6.10 Interest on Overdue Accounts

6.10.1 In this para:
(a) “amount due and payable” means an amount payable by DFATD to the Con-

sultant in accordance with the para 6.2;

- (b) “overdue amount” means an amount due and payable which has not been paid within 30 Days following the date upon which the invoice and statement documentation specified in the para 6.7.2 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 30 Days after receipt of the invoice and statement documentation specified in the para 6.7.2.

6.10.2 DFATD will pay, at the Consultant’s request, simple interest at the bank rate plus 3 percent on any amount overdue.

6.10.3 Interest will not be payable on holdback.

6.10.4 Interest will only be paid when DFATD is responsible for the delay in paying the Consultant.

6.11 Debts left in the Recipient Country

6.11.1 If the Consultant and/or a member of its Personnel leave the 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 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 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.

II. Annexes

Annex A: Basis of Payment
Annex B: Terms of Reference

Annex A – Basis of Payment

1. PERSONNEL FEES	FIRM ALL-INCLUSIVE DAILY FEE, \$CAD						LEVEL OF EFFORT IN DAYS	SUB-TOTAL, \$CAD
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6		
1.1 Personnel								
Project Manager							1,320	
Financial Officer							1,320	
Administrative Assistant/ Accounting Clerk							1,320	
Sub-Total – Personnel FEES								

2. SERVICE COSTS	FIRM ALL-INCLUSIVE UNIT SERVICE RATE/COST, \$CAD						NUMBER OF MONTHS	SUB-TOTAL, \$CAD
	MONTHLY RATE							
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6		
Office Space							72	
Equipment							72	
Sub-Total –SERVICE COSTS								

3. TECHNICAL SPECIALISTS	SUB-TOTAL, \$CAD
Sub-Total – TECHNICAL SPECIALISTS	3,565,000

4. ADMINISTRATIVE MARK-UP COSTS ON TECHNICAL SPECIALISTS	%	SUB-TOTAL, \$CAD
Administrative mark-up rate		-
Sub-Total – ADMINISTRATIVE MARK-UP COST	-	

5. REIMBURSABLE EXPENSES	SUB-TOTAL, \$CAD
a) Travel and Living Expenses	
i) Transportation	
ii) Meals, incidentals, and private vehicle usage	
iii) Visas and work permits	
iv) Accommodation	
v) Other	
<i>Sub-Total- a)</i>	
b) Communication costs	
c) Translation and interpreters costs	
d) Expenses of counterpart personnel	
e) Third Parties costs – labour and materials	
f) Training-related Expenses	
i) Tuition	
ii) Textbooks and Manuals	
iii) Rent of facilities	
iv) Presentation equipment and supplies	
v) Allowances for Students and Trainees	
<i>Sub-Total- f)</i>	
g) Costs of fuel for transportation exclusively for project-related purposes documented in the log book	
h) Taxis services and vehicle rental	
i) Costs of office supplies exclusively used by the Technical Specialists and other parties designated by DFATD	
j) Other Reimbursable expenses	
<i>Sub-Total – Reimbursable Expenses</i>	765,000

	SUB-TOTAL, \$CAD
Contract Amount, excluding Applicable Canadian Taxes	
Applicable Canadian Taxes	
Contract Amount, including Applicable Canadian Taxes	
TOTAL	

Annex B – Terms of Reference (TOR)

This Contract has been executed on behalf *[of each Member]* of the Consultant and on behalf of DFATD by their duly authorized officers.

For and on behalf of *[name of the Consultant]*:

[Authorized representative]
[Authorized representative, title]

Date

and,

[name of each Member if a consortium or joint venture]

[Authorized representative, name]
[Authorized representative, title]

Date

For and on behalf of DFATD:

[Authorized representative]
[Authorized representative, title]

Date