

REQUEST FOR PROPOSALS

Procurement of Consulting and Professional Services

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



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Summary Description

The Department of Foreign Affairs, Trade and Development (DFATD) has a requirement for Consultant to provide technical assistance to support the implementation of the Support for a Professional and Inclusive Police in Haiti (SPIP) Project. Additional information related to the requirement is detailed in section 4, Terms of Reference.

The Support for a Professional and Inclusive Police in Haiti (SPIP) Project will contribute to 3 of Canada's 6 Feminist International Assistance Policy action areas: (i) gender equality and the empowerment of women and girls, (ii) inclusive governance, and (iii) peace and security. By strengthening the HNP's institutional and operational capacities, the project will help stabilize the country politically and socially, and maintain peace and public safety in a fragile country, which are essential to sustainable development in Haiti.

The services are to be provided for a period of five (5) years from the date of signing of the contract.

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 Contracts.

Data Sheet

This section consists of provisions that are specific to each Request for Proposal (RFP) and that supplement the information or requirements included in Section 1, Instructions to Bidders.

Section 2: Technical Proposal - Standard Forms

This section contains the checklist. It also 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 consulting and professional 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

I. General Conditions

This section contains the general clauses of the resulting Contract.

II. Special Conditions

This section contains clauses specific to the resulting Contract. The contents of this Section supplement the General Conditions.

REQUEST FOR PROPOSALS

RFP # SEL.: 2020-P-005628-1

*For the provision of consulting and professional services
in relation to
the Support for a Professional and Inclusive Police in Haiti (SPIP) Project*

Section 1. Instructions to Bidders (ITB)

This section provides relevant 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 requirements 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) **“Aboriginal Person”** as referred to by Aboriginal Affairs and Northern Development Canada (AANDC) means an Indian, Métis or Inuit person who is a Canadian citizen and a resident of Canada.
- (b) **“Applicable Taxes”** means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, as of April 1, 2013, the Quebec sales Tax (QST).
- (c) **“Approved Financial Institution”** means:
 - (i) any corporation or institution that is a member of the Canadian Payments Association; or
 - (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; or
 - (iii) a credit union as defined in paragraph 137(6) b) of the *Income Tax Act*; or
 - (iv) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory ; or
 - (v) the Canada Post Corporation.
- (d) **“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, its Sub-consultants or its Contractors.
- (e) **“Bidder’s Employee”** means an individual who is, on the date of submission of the Proposal, an employee of the Bidder, whether full-time or part-time.
- (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, the General Conditions, any supplemental Special Conditions specified in the written agreement, 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) **“Contractor”** means an entity or entities, other than a Sub-consultant, which contracts with the Consultant to perform specific services that the Consultant is required to provide under the Contract. A Contractor cannot be an individual. The Contractor is not part of the Personnel.
- (i) **“Data Sheet”** means part of the ITB used to reflect specific conditions of the RFP.
- (j) **“Day”** means calendar day, unless otherwise specified.
- (k) **“DFATD”** means the Department of Foreign Affairs, Trade and Development.
- (l) **“Evaluation Team”** means a team established by DFATD to evaluate the Proposals.
- (m) **“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.

- (n) **“GETS”** means Canada’s Government Electronic Tendering Services <https://buyandsell.gc.ca/>
- (o) **“Her Majesty”** or **“Government of Canada”** means Her Majesty the Queen in right of Canada.
- (p) **“Integrity Regime”** consists of:
- (i) The *Ineligibility and Suspension Policy* (the Policy);
 - (ii) any directives issued further to the Policy; and
 - (iii) any clauses used in instruments relating to contracts.
- (q) **“Irrevocable Standby Letter of Credit (ISLC)”** means a document from a bank, or other Approved Financial Institution, which irrevocably and unconditionally undertakes and guarantees to pay on demand the Receiver General for Canada:
- (i) any sum demanded to meet obligations incurred, or to be incurred, by the Consultant;
 - (ii) where the Consultant, in the sole opinion of DFATD, is in default of its contractual obligations;
 - (iii) up to a maximum dollar amount specified;
 - (iv) on sight, on first request by DFATD to the bank and without question.
- (r) **“Licensed professional”** is an individual who is licensed by an authorized licensing body, which governs the profession of which the individual is a member, whether it be the practice of law, medicine, architecture, engineering, accounting, or other similar profession.
- (s) **“Local Professional”** means Personnel engaged in the Recipient Country by the Consultant for the provision of Services under the Contract, who is a citizen or permanent resident of the Recipient Country, and who has specific professional/technical expertise in a field of work, excluding those defined as Local Support Staff.
- (t) **“Local Support Staff”** means, unless otherwise specified in the Data Sheet, the following positions in the Recipient Country:
- (i) Driver;
 - (ii) Office cleaner;
 - (iii) Security guard;
 - (iv) Gardener.
- (u) **“Member”** means any of the persons or entities that make up a consortium or joint venture; and **“Members”** means all these persons or entities.
- (v) **“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.
- (w) **“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/>
- (x) **“Parties”** means the Bidder and DFATD.
- (y) **“Personnel”** means any employee or Sub-consultant of the Bidder (except Local Support Staff) assigned to perform professional, technical or administrative services under the Contract.
- (z) **“Place of Business”** means the establishment where the Bidder conducts activities on a permanent basis that is clearly identified by name and accessible during normal working hours.
- (aa) **“Point of Contact”** means DFATD officer responsible for coordinating communication between Bidders and DFATD during the RFP.
- (bb) **“Proposal”** means the technical and financial proposal submitted by a Bidder.
- (cc) **“Reasonable Cost”** means: A cost that is in nature and amount, not in excess of what would be incurred by an ordinary prudent person in the conduct of a

business. In determining the reasonableness of a particular cost, consideration will be given to:

- (i) whether the cost is of a type generally recognized as normal and necessary for the conduct of a similar business or the performance of the Contract;
 - (ii) the restraints and requirements by such factors as generally accepted sound business practices, arm's length bargaining, Canadian laws and regulations and the laws and regulations applicable in the Recipient Country, and the Contract terms;
 - (iii) the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, the government and the public at large;
 - (iv) significant deviations from the established practices of a similar business which may unjustifiably increase the Contract costs; and
 - (v) the specifications, delivery schedule and quality requirements of the Contract as they affect costs.
- (dd) **“Recipient Country”** means the developing country designated by DFATD as a project owner/ beneficiary as indicated in the Data Sheet.
- (ee) **“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.
- (ff) **“RFP Closing Date”** means the date and time specified in the Data Sheet or any extension to this date by which a Bidder’s Proposal must be submitted.
- (gg) **“Services”**, mean 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
- (hh) **“Sub-consultant”** means a person or entity or entities contracted by the Consultant to perform specific services, through the use of individual resource(s), that the Consultant is required to provide under the Contract. The Sub-consultant is part of the Personnel.
- (ii) **“Terms of Reference”** mean the document included in the RFP as Section 4.
- (jj) **“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 Bidders are invited to submit a technical proposal and a financial proposal in response to this RFP.
- 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 The successful Bidder will be required to provide all Services.
- 1.5 Bidders are requested to familiarize themselves with local conditions and consider them in preparing their Proposals. For this purpose, if specified in the Data Sheet, DFATD will organize a site tour and/ or a Bidders' conference that the Bidders are encouraged to attend at their own cost prior to submitting their Proposals.
- 1.6 If DFATD does not organize a site tour and if one is specified in the Data Sheet, Bidders are encouraged to undertake, at their own discretion and cost, a visit to the project area before submitting their Proposals. Bidders are requested to contact the Point of Contact named in the Data Sheet to arrange for their visit. DFATD and the Embassy/High Commission require an advance notice of at least 7 Days from any Bidder who wishes to visit the project area.

Integrity Regime

- 1.7 In this RFP, the following terms used in relation to the Integrity Regime must be read to include the following words as defined in the RFP:
- a) Supplier in the Integrity Regime is to include Bidder and Consultant as defined in the RFP;
 - b) Subcontractor in the Integrity Regime is to include Sub-consultant and Contractor as defined in the RFP;
 - c) Canada in the Integrity Regime is to include DFATD, Her Majesty and Government of Canada as defined in the RFP;
 - d) Bid solicitation in the Integrity Regime is to include Request for Proposal as defined in the RFP;
 - e) Bid in the Integrity Regime is to include Proposal as defined in the RFP.
- 1.7.1 The *Ineligibility and Suspension Policy* (the "Policy") in effect on the date the Request for Proposal is issued, and all related directives in effect on that date, are incorporated by reference into, and form a binding part of the Request for Proposal. The Bidder must comply with the Policy and directives, which can be found at [Ineligibility and Suspension Policy](#).
- 1.7.2 Under the Policy, charges and convictions of certain offences against a Bidder, its Affiliates, as defined in the Policy, or first tier sub-consultants and contractors and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Bidder is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Bidders is contained in PWGSC's Integrity Database, as defined in the Policy. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Bidders.
- 1.7.3 In addition to all other information required in the Request for Proposal, the Bidder must provide the following:
- a) By the time stated in the Policy, all information required by the Policy described under the heading "Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement"; and
 - b) Mailed directly to PWGSC, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates, and its proposed first tier sub-consultants and contractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Integrity Declaration Form](#).

1.7.4 Subject to subsection 1.7.5 by submitting a Proposal in response to this Request for Proposal, the Bidder certifies that:

- a) It has read and understands the *Ineligibility and Suspension Policy*;
- b) It understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
- c) It is aware that Canada, including PWGSC and DFATD, may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
- d) It has mailed directly to PWGSC a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier sub-consultants and contractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
- e) None of the domestic criminal offences, and other circumstances described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier sub-consultants and contractors; and
- f) It is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.

1.7.5 Where a Bidder is unable to provide any of the certifications required by subsection 1.7.4, it must mailed directly to PWGSC a completed Integrity Declaration Form, as further described in 7.10 (d), which can be found at [Integrity Declaration Form](#).

1.7.6 DFATD will declare non-responsive any Proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by DFATD to be false or misleading in any respect. If DFATD established after award of the Contract, inter alia, that the Bidder provided a false or misleading certification or declaration, DFATD may terminate the Contract for default. Pursuant to the Policy, DFATD may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

2. Cost of Proposal preparation

- 2.1 No payment will be made for costs incurred for the preparation and submission of a Proposal in response to this RFP. All costs associated with preparing and submitting a Proposal are the sole responsibility of the Bidder.
- 2.2 Any costs relating to attending the Bidders' conference and/ or site tour, including but not limited to travel and video conference costs, as specified in paragraph 1.5 and 1.6 will be the sole responsibility of the Bidder and will not be reimbursed by DFATD.
- 2.3 Any costs related to negotiation of the resulting Contract will not be reimbursed by DFATD and are the sole responsibility of the Bidder. The location of the contract negotiation is indicated in the Data Sheet.

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. 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 the governing law of a Canadian province or territory of its choice without affecting the validity of its Proposal, by inserting the name of the Canadian province or territory of its choice in its Proposal (in TECH-3: Bidder's Organization). If no substitution is made, the Bidder acknowledges that the governing law specified in paragraph 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 This RFP is limited to Canadian individuals and entities as described in TECH-2: Certifications.
- 4.4 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.
- One Bidder, One Proposal**
5. **Proposal Validity**
- 5.1 A Proposal must remain valid and open for acceptance for a period of 180 Days after the closing date of the RFP.
- 5.2 DFATD may request Bidders to extend the validity period of their Proposals. Bidders who agree to DFATD's request for an extension should either confirm the availability of the Personnel listed in the Proposal or propose a replacement in accordance with paragraph 15.1.
6. **Clarifications and Amendment of RFP Documents**
- 6.1 Bidders may request a clarification of any of the RFP elements no later than five (5) working 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 named in the Data Sheet. Communication with other DFATD representatives may result in rejection of the Proposal.
- 6.3 If, in DFATD's opinion, a request for clarifications 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 seven (7) working 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 three (3) working days before the original RFP Closing Date.
7. **Submission and Receipt of Proposals**
- 7.1 Proposals must be submitted electronically to the email address specified in the Data Sheet. DFATD will not assume any responsibility for Proposals that are sent to an e-mail address other than the one stipulated in the RFP and any such Proposals will not be accepted.
- 7.2 The size of the email, including all attachments, should not exceed 20 MB, otherwise DFATD may not receive it. Should the email exceed this size, Bidders are encouraged to compress files before attaching them to the email.
- It is important to note that e-mail systems can experience transmission delays, block e-mails that exceed its size limit and block or delay e-mails that contain certain elements such as scripts, formats, embedded macros and/or links. Such emails may be rejected by DFATD's e-mail system and/or firewall(s) without notice to the Bidder or to DFATD.
- Bidders should not assume that their Proposal and associated documents were received unless otherwise confirmed by DFATD. It is the responsibility of the Bidder to ensure its Proposal was received by DFATD.
- 7.3 Proposals must be submitted to DFATD no later than the RFP Closing Date. Any Proposals submitted after the RFP Closing Date will not be considered and will be will be not be evaluated.
- 7.4 DFATD requests that, as a minimum, the RFP reference number (SEL number) and Bidder's name be clearly stated in the email subject line. For electronic submissions involving multiple e-mails, it is recommended that the e-mails be

- Late Proposals** numbered and that the total number of e-mails sent in response to the RFP be indicated as well.
- Delayed Proposals**
- 7.5 Unless specified otherwise in the Data Sheet, Bidders are requested to format their Proposal using an 8.5" X 11" or A4 paper size. DFATD requests that a font size of at least equivalent to Arial 10 or Times New Roman 11 be used in Proposals.
- 7.6 Bidders are requested to submit their Proposal as follows:
By e-mail in separate attachments in a non-editable format such as ADOBE (*PDF)
- (a) Technical proposal:
- The file clearly identified as "Technical", followed by the RFP reference number (SEL number) and the Bidder's name. The same information, as a minimum, should be written on the first page of the document;
- (b) Financial proposal:
- The file clearly identified as "Financial", followed by the RFP reference number (SEL number) and the Bidder's name. The same information, as a minimum, should be written on the first page of the document;
- (c) Financial Statements:
- If requested in the Data Sheet, DFATD requests that the file containing the financial statements be clearly identified as "Financial Statements", followed by the RFP reference number (SEL number) and the Bidder's name. The same information, as a minimum, should be written on the first page of the document.
- By mail directly to PWGSC
- (d) "Integrity Declaration Form" (if applicable):
- Given that Proposals must be submitted electronically, if a Bidder is required by the Integrity Regime to complete an "Integrity Declaration Form" (the Form) as described in paragraph 1.5, the Bidder is requested to put the completed form in a sealed envelope labeled, "Protected B", and mail it directly to PWGSC at the address specified on the form instead of including it with its Proposal.
- 7.7 With the exception of paragraph 7.9, all Proposals submitted on or before the RFP Closing Date will become the property of DFATD. 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**
- 7.8 Prior to the RFP Closing Date, a Bidder may withdraw or substitute its Proposal after it has been submitted to DFATD, by sending DFATD written notice by email, duly signed by an authorized representative. If the Bidder is substituting its Proposal, the substituted Proposal must be attached to the written notice. The written notice, together with the substituted Proposal, if applicable, must be:
- (a) submitted in accordance with paragraph 7.1-7.7. In addition, Bidders are requested to clearly identify, as a minimum, "Withdrawal" or "Substitution" in the email subject line followed by the RFP reference number (SEL number) and Bidder's name, and, if applicable, on the first page of each document substituted; and
- (b) submitted to DFATD prior to the RFP Closing Date.
- 7.9 A Proposal that is requested to be withdrawn or substituted in accordance with paragraph 7.8 will be not be evaluated.

- 8. Preparation of Proposal**
- 8.1 In preparing their Proposals, Bidders are requested to examine in detail the documents comprising this RFP and prepare a Proposal addressing all requirements of this RFP and related addendum(s), if any.
- 8.2 If additional documentation is available from DFATD to assist Bidders in preparing their Proposals, the name of the document(s), and how to obtain them, will be specified in the Data Sheet.
- Language**
- 8.3 Proposals, as well as all related correspondence exchanged by the Bidders and DFATD, will be written in one of the official languages of Canada.
- 9. Technical Proposal**
- 9.1 A signed TECH-1: Acceptance of Terms and Conditions must be submitted with a Bidder's Proposal. If a Bidder is a consortium or a joint venture, the Bidder's proposal must include a signed TECH-1 from each Member. Bidders are requested to print TECH-1, fill it in manually, sign and 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.
- Mandatory Forms to Be Provided**
- 9.2 Bidders are requested to submit completed TECH-2: Certifications, and TECH-3: Bidder's Organization, including a TECH-2 and TECH 3 from each Member of a consortium or joint venture submitting a Proposal, in their Proposals. If a TECH-2 and/or TECH-3 is not submitted with a Proposal and/or is improperly completed, DFATD will request corrections and/or completion from the Bidder. Bidders, including each Member of a consortium or joint venture submitting a Proposal, must submit the updated TECH-2 and/or TECH-3 within the timeframe specified in the notification. If the updated TECH-2 and/or TECH-3 is not submitted within the specified timeframe, the Proposal will be rejected. In this paragraph, "improperly completed" means:
- (a) There are one or more fields that are not completed; or
- (b) The content of TECH-2 is amended in any way
- Certifications Required with the Proposal**
- 9.3 Bidders, including each Member of a consortium or joint venture submitting a Proposal, must comply with the certifications in TECH-2 from the date of Proposal submission. Bidders have an obligation to disclose any situation of non-compliance with the certifications in TECH-2.
- 9.4 If any certification made by a Bidder is untrue, whether made knowingly or unknowingly, or if a Bidder failed to disclose any situation of non-compliance with the certifications in TECH-2, the Proposal will be rejected. DFATD may permit the Bidder to make representations prior to taking a final decision to reject the Proposal on these grounds. Such representation must be made within ten (10) Days of DFATD informing the Bidder that it is considering such rejection.
- 9.5 In addition to TECH-1, TECH-2 and TECH-3, Bidders are requested to submit the following Standard Forms (Section 2 of this RFP) as part of their technical proposals:
- (i) TECH-4: Bidder's Experience;
- (ii) TECH-5: Methodology;
- (iii) TECH-6: Personnel.
- Other Forms to Be Provided**
- 9.6 In order to facilitate the evaluation, Bidders are requested to submit their technical proposals using the headings and numbering system detailed in Section 5, Evaluation Criteria. If specified in the Data Sheet, to avoid duplication, Bidders may use cross-referencing by referring to specific paragraph and page numbers in different sections of their Proposals where the subject topic has already been addressed.
- Content presentation**
- 9.7 Where specified in the respective TECH forms and/or in Section 5, Evaluation Criteria, Bidders are requested to respect page limits assigned to responses to

any or all RFP requirements. Evaluators will not consider or evaluate information contained in pages exceeding the specified limit.

- 9.8 As specified in the Data Sheet, Bidders are requested to:
- (a) provide a number of person-days that is equal to or higher than DFATD's minimum level of effort by individual Personnel position; or
 - (b) provide a number of person-days that takes into account the number of person-days for executing the project as estimated by DFATD; or
 - (c) respect the fixed level of effort set by DFATD.

- 9.9 Unless otherwise expressed in the Data Sheet, alternative Personnel may not be proposed, and only one curriculum vitae can be submitted for each position. DFATD will not consider any proposed alternative Personnel in the Proposal evaluation.

**10.
Financial
Proposals**

- 10.1 All information related to Fees, overseas costs for Personnel on long-term assignment and costs of Contractor(s) must appear only in the financial proposal. The financial proposal must be prepared using form FIN-1.

- 10.2 FIN-1 must be provided with the Proposal. If the Bidder does not provide FIN-1 or does not comply with the provisions of paragraph 10.8, Pricing Basis, the Proposal will be rejected.

**Reimbursable
Expenses**

- 10.3 Bidders are required to estimate Reimbursable Expenses that they will incur in the realization of the project in Canada and in the Recipient Country by filling in form FIN-3. With the exception of Local Support Staff, reimbursable expenses should not contain any elements of Fees, costs of Contractor(s), if any, or overhead/ indirect costs. Bidders' budgetary estimates of Reimbursable Expenses will not be evaluated. They will be subject to negotiation prior to contract award and subject to DFATD approval prior to reimbursement, which will be at cost.

- 10.4 The following Reimbursable Expenses, if applicable, are to be provided using FIN-3:

[The National Joint Council Travel Directive, and the Special Travel Authorities serves as a ceiling for unit prices of certain Reimbursable Expenses]

- (a) Travel and Living Expenses: for the Personnel categories identified in paragraph 10.8 (c), the cost of travel while on Travel Status and the cost of other transportation, will be reimbursed in accordance with the National Joint Council Travel Directive (the "Directive") and the Special Travel Authorities Directive (the "Special Directive"), which take precedence over the Directive:
 - (i) the cost of commercial transportation based on the lowest available fares, using the most direct routing and, wherever possible, the services of Canadian carriers. The Consultant will endeavour to obtain the lowest possible airfare, such 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 will need 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 have to be documented in the Consultant's project file;
 - (ii) the cost of meals, incidentals and private vehicle usage, in accordance with 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;
 - (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, in accordance with the provisions

of paragraph 7.8 of the Special Travel Authorities Directive and Appendix D of the Directive;

- (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";
 - (vi) the Directive is available on the National Joint Council Internet site at the following address: <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and the Special Travel Authorities Directive is available on the Treasury Board Internet site at the following address: <http://www.tbs-sct.gc.ca>
 - (b) purchase and transportation costs of equipment and supplies required to carry out the project;
 - (c) project-related communication costs, including but not limited to long-distance charges, internet, fax, mailing and courier;
 - (d) translation, interpreters, and word processing costs directly related to the project, project-related printing and copying costs (including printing extra copies of documents and microcopying);
 - (e) bank transfer fees related to the execution of the project;
 - (f) the actual cost of salaries and fringe benefits for Local Support Staff, excluding Local Professionals;
 - (g) allowances for DFATD award students and trainees, in accordance with DFATD's Management of Students and Trainees in Canada, Manual for Executing Agencies;
 - (h) 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 the Recipient Country, who have been identified by the Recipient Country to either receive training and/or work with the Personnel on the project;
 - (i) field office expenses, including:
 - (i) actual and Reasonable Costs of office rental, cost to rehabilitate the office space (if necessary), maintenance of and insurance on office equipment, utilities (including telephone and internet lines) and supplies;
 - (ii) actual and Reasonable Costs of vehicles purchase or rental required for the project, and the operation and maintenance of vehicles, including but not limited to fuel, oil, registration, insurance and regular maintenance; and
 - (iii) actual and Reasonable Costs of all other justifiable field office expenses as approved in advance by DFATD (normally as part of a work plan).
 - (j) actual and Reasonable Costs of training, including but not limited to tuition, student allowances (except for in Canada), textbooks and manuals, rental of training facilities, presentation equipment and supplies, and excluding cost of the Personnel and Contractor(s), related to observation tours, studies, workshops, and seminars as approved in advance by DFATD (normally as part of a work plan); and
 - (k) other Reimbursable Expenses specified in the Data Sheet.
- 10.5 Any other Reimbursable Expenses required to carry out the project, which are not considered to be Fees, overseas costs for Personnel on long-term assignment, costs of Contractor(s) or overhead/indirect costs and that are not included in the above categories may be negotiated at the time of contract award.
- 10.6 (reserved)
- Available Funding** 10.7 Where the available funding is specified in the Data Sheet, the financial proposal (FIN-1 + FIN-3) should not exceed the funding available.
- Pricing Basis** 10.8 Bidders must submit their financial proposals in accordance with the following pricing basis:
- (a) Fees: For each individual or Personnel category to be employed under the project, indicate the proposed Fees based on 7.5 hours/day. Secretarial, typing

and administrative costs are considered part of overhead unless directly related to project activities.

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, the employer's contribution for employment insurance and worker's compensation (where applicable), health and medical insurance, group life insurance and pension, time-off benefits, War Risk Accidental Death and Dismemberment insurance, vaccination, etc.;
 - (iii) Overhead/ indirect costs – means the following costs originating from the Bidder's Head Office (non-project specific):
 - Advertising and promotion ;
 - Amortization/ depreciation;
 - Bank charges ;
 - Board activities;
 - Business development activities;
 - Capital taxes;
 - Communication;
 - Computer maintenance expenses;
 - Financing costs including but not limited to interest expenses and costs to obtain letters of credit;
 - General staff training;
 - Insurance (e.g. office, board of directors liability, Commercial general liability, and Errors and omissions liability);
 - Internal or external audits of the Bidder;
 - Memberships and subscriptions;
 - Office supplies, furniture and equipment in Canada;
 - Bidder restructuring costs;
 - Professional fees relating to the administration of the Bidder (e.g. legal, accounting, etc.);
 - Proposal preparation activities;
 - Office rent and utilities in Canada;
 - Repairs and maintenance expenses in Canada;
 - Review and negotiation of agreements;
 - Salaries and fringe benefits related to the administration of the Bidder;
 - Staff recruitment;
 - Strategic planning activities;
 - Travel ;
 - Workstations, including computers;
 - Other indirect/ overhead type of expenditures related to the Bidder's office(s) in Canada;
 - Exchange rate fluctuation.
 - (iv) Profit
- (b) Overseas costs for Personnel on long-term assignment:
- 1) Monthly Rate(s): For each individual under the category of Personnel assigned to the project in the Recipient Country for 12 or more consecutive months, the Bidder must indicate a firm all-inclusive monthly rate for each year that includes the following cost items as applicable. The average monthly rate is not to exceed the ceiling amount indicated in the Datasheet.
 - (i) Housing: cost of a house/apartment as well as related expenses, which may include refurbishment, if applicable, and hotel accommodation at arrival and until permanent accommodation is available;
 - (ii) Basic utilities: costs of basic utilities such as water costs; sewage; gas; electricity; rental and repair of meters; garbage collection;

primary fuel used for cooking; pest control where required by local laws;

- (iii) Other expenses required by the Personnel while in the Recipient Country such as clean drinking water, storage and security services;

2) Relocation costs for Personnel on long-term assignment:

For each individual under the category of Personnel assigned to the project in the Recipient Country for 12 or more consecutive months, the Bidder must indicate a firm cost for mobilization and demobilization. This cost includes the following items as applicable.

- (i) Travel - relocation: cost of travel and living while on travel status to and from the project location at the commencement and completion of the project;

- (ii) Relocation expenses: the relocation expenses for packing, transport, shipping, en route storage, delivery and unpacking of the household effects. The Consultant is responsible for any related custom duties and insurance charges.

(c) Personnel categories to be used:

- (i) Personnel assigned to the project in Canada or in the Recipient Country on Travel Status (less than 12 consecutive months in the Recipient Country);
- (ii) Personnel assigned to the project in the Recipient Country on long-term assignment (12 consecutive months or more); and
- (iii) Local Professionals (excluding Local Support Staff).

(d) Costs related to Contractor(s), if applicable.

(e) Administrative mark-up rate, if applicable, as specified in the Data Sheet.

**Provision for
Multi-year
Contract**

10.9 The Fees and monthly rates must be expressed as fixed annual Fees and rates by year (i.e. Year 1, Year 2, Year 3, etc.).

10.10 The total Fees of the Personnel is calculated by multiplying the average Fees for the proposed individual and the level of effort expressed in person-days for the position occupied by such individual.

10.11 If the Personnel is added after Contract award, the Consultant is requested to propose fixed annual Fees for the remaining Contract period. Once DFATD accepts the proposed individual and the Fees, the fixed annual Fees will become effective on:

- (a) the Contract anniversary date; or
- (b) if the date has passed, the date of the first workday for which the Consultant invoices DFATD after the Contract anniversary date.

Currency

10.12 Bidders must provide the price of the Services in Canadian dollars (CAD).

Taxes

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

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

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

**Costing
Principles**

10.16 Cost of the Contract is comprised of the total Fees, overseas costs for Personnel on long-term assignment, costs of additional Sub-Consultants and Contractor(s) and Reimbursable Expenses paid by DFATD for the provision of Services.

**11.
Proposal**

11.1 Except when responding to requests to provide additional information as specified in paragraphs 9.1, 9.2, 9.4, 11.12, 11.25, 12 and 13 from the time the

Evaluation

Proposals are submitted to the time the Contract is awarded, the Bidders must not contact DFATD, except the Point of Contact specified in the Data Sheet, on any matter related to their technical and/ or financial proposals. In addition, any effort by Bidders to influence DFATD in the examination, evaluation, ranking of Proposals, and recommendation for award of a Contract will result in rejection of the Bidders' Proposal.

- 11.2 Except as 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.
- 11.3 DFATD's Proposal selection method is described in the Data Sheet.
- 11.4 Bidders are advised that Proposals received as a result of this RFP will be evaluated by an evaluation team composed of representatives of Canada and may also include representatives of the Recipient Country and other external consultants. All Proposals will be treated as confidential, in accordance with paragraph 20, Confidentiality.
- 11.5 The Evaluation Team will assess Proposals in accordance with the entire requirement of the RFP, including the technical and financial evaluation criteria as specified in Section 5, Evaluation Criteria. There are several steps in the evaluation process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that DFATD has proceeded to a later step does not mean that DFATD has conclusively determined that the Bidder has successfully passed all the previous steps. DFATD may conduct steps of the evaluation in parallel.

***Mandatory
Procedural
Requirements***

- 11.6 Any Proposal that fails to meet any of the mandatory procedural requirements will be considered non-compliant and will be rejected.

***Evaluation of
Technical
Proposals***

- 11.7 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. Any Proposals not meeting the mandatory evaluation criteria will be rejected.
- 11.8 Proposals that comply with the mandatory evaluation criteria will be evaluated based on the rated criteria.
- 11.9 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 the Proposal 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 completely addressing a rated criterion may result in a score of zero for that rated criterion.
- 11.10 The Proposals that fail to achieve the minimum technical score for the rated criteria indicated in the datasheet will be rejected and the financial proposal will not be considered.
- 11.11 Only work experience of the Bidder will be assessed. In the case of a consortium or joint venture, unless otherwise specified in Section 5, Evaluation Criteria, the experience of any Member could 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 five (5) years of experience in education, and both Members independently have three (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.
- 11.12 Where Form TECH-6A, where applicable, 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, where applicable, 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***

- 11.13 Financial proposals will only be evaluated if the technical proposal achieves a score equal to or in excess of the minimum technical score indicated in the Data Sheet.
- 11.14 Fees, overseas costs for Personnel on long-term assignment, and costs of Contractor(s), if applicable, and the administrative mark-up cost, if specified in the Data Sheet will be considered in the financial evaluation. The Reimbursable Expenses will not be evaluated and will be subject to negotiation with the selected Bidder.
- 11.15 The evaluation of financial proposals will be carried out in accordance with the Data Sheet.
- 11.16 Unless otherwise specified in the Data Sheet, Bidders are requested to include and price in their financial proposals (FIN-1) all Personnel and Contractor(s), if applicable, identified in any manner by the Bidder in the technical proposal and not specifically mentioned to be part of the overhead. Failure to do so will result in the financial proposal being scored zero.
- 11.17 Where the available funding is specified in the Data Sheet and the Bidder’s financial proposal exceeds the funding available, DFATD may enter into negotiation with the Bidder on Reimbursable Expenses to arrive at a resultant contract price which is equivalent or lower than the amount of available funding. Should the negotiation not result in a contract price that is equal to or lower than the amount of available funding, the Bidder’s proposal may not be given further consideration and DFATD may initiate negotiations with the next highest-ranking Bidder.
- 11.18 Where the minimum level of effort is specified in the Data Sheet and the level of effort proposed by the Bidder is below the specified minimum, DFATD will evaluate the Bidder’s financial proposal based on DFATD’s specified minimum level of effort.
- 11.19 Where the fixed level of effort is specified in the Data Sheet and the Bidder proposes a different level of effort, DFATD will evaluate the Bidder’s financial proposal based on DFATD’s fixed level of effort.
- 11.20 When technical and financial evaluations are completed, Proposals will be evaluated for the award of additional bonus points relating to the Aboriginal Supplier Incentive specified in paragraph 11.21.

***Aboriginal
Supplier
Incentive***

- 11.21 DFATD supports the use of Aboriginal individuals or firms as Personnel or Contractors and has developed an Aboriginal Supplier Incentive process to encourage this practice. In this process, Bidders will be awarded evaluation points (up to a maximum of 50 points which represents 5 percent of 1,000 total evaluation points) after technical and financial proposals are evaluated and when Aboriginal direct hiring and/ or sub-contracting are proposed.
- 11.22 The Department of Aboriginal Affairs and Northern Development Canadian Supplier Inventory, which is accessible at <http://www.aadnc-aandc.gc.ca/>, will be used by DFATD to determine if the Personnel and/ or proposed Contractors are indeed Aboriginal persons.
- 11.23 A maximum of 50 points will be awarded on a pro-rata basis by using the overall total value of the Bidder’s Proposal, both Fees and Reimbursable Expenses, as the basis of comparison. The bonus points will be determined by dividing the total value of the Aboriginal component as declared in FIN-2 against the overall total value of the Bidder’s Proposal. For example, a Proposal which has \$100,000 value for the Aboriginal component against a total value of \$1,000,000 will be awarded 5 additional points [$(\$100,000 / \$1,000,000) \times$

50 points = 5 points]. Only when a Proposal is entirely Aboriginal will the 50 points be awarded.

- 11.24 The format to be used in presenting information for this process is provided in FIN-2, Aboriginal Supplier Incentive, and should be placed in the same envelope as the financial proposal. If FIN-2 is missing, the Bidder will not be awarded any points for the Aboriginal Supplier Incentive.

**Price
Justification**

- 11.25 Bidders must provide price justification, on DFATD's request, and within the specified timeframe. Such price justification may include one or more of the following:
- (a) A copy of paid invoices or list of contracts for similar work, under similar conditions, provided to DFATD or other customers, including but not limited to fee history of assignments that covers at least one hundred (100) person-days billed in twelve (12) consecutive months over the last two (2) years; or
 - (b) A price breakdown showing the cost of direct labour/salary, fringe benefits, overhead/ indirect costs, profit and all other cost included in the proposed Fees; or
 - (c) A price breakdown of the overseas costs for Personnel on long-term assignment and of the administrative mark-up rate; or
 - (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 any 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 proposed resources.
- 12.2 Bidders will have the number of Days specified in the request by the Point of Contact to comply with paragraph 12.1. Failure to comply with the request will result in the Proposal being rejected.
- 12.3 Any clarifications submitted by a Bidder that are not in response to a request by DFATD will not be considered. No change in the financial proposal or substance of the technical proposal by the Bidder as a result of clarifications will be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by DFATD in the evaluation of Proposals.

**Rights of DFATD
in evaluation**

- 12.4 In conducting the evaluation, DFATD may, but has no obligation, to do the following:
- (a) correct any computational errors in the extended pricing of Proposals by using unit pricing;
 - (b) if there is an error corresponding to the addition or subtraction of subtotals in a total, the total will prevail;
 - (c) in case of discrepancy between word and figures, the former will prevail;
 - (d) evaluate the financial proposal to reflect the minimum or fixed level of effort specified in the Data Sheet, if applicable;
 - (e) in case of discrepancy between the level of effort in the technical and financial proposal, the financial proposal will be adjusted using the level of effort specified in the technical proposal; and

- (f) in case the financial proposal does not reflect the technical proposal, the financial proposal may be given a score of zero.

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 that disagrees may withdraw its Proposal.

13. Conditions of Contract Award

13.1 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 the unaudited financial statements for the Bidder's last three (3) fiscal years, or for the years that the Bidder has been in business if it is less than three (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 three (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 two (2) months prior to the date on which DFATD requests this information;
- (iii) if the Bidder has not been in business for at least one (1) full fiscal year, the following may be required:
 - opening balance sheet on commencement of business; and
 - interim financial statements (consisting of a balance sheet and a year-to-date income statement) as of two 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 *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) Security requirements associated with this RFP and the resultant Contract are specified in the Data Sheet.

The Bidder must meet any security requirements specified in the Data Sheet. In the case of a consortium or joint venture, each Member must meet the security requirements.

(d) Proof of Insurance

Upon request by the Point of Contact, the Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a Contract as a result of the RFP, can be insured in accordance with the insurance requirements specified in the Data Sheet. In the case of a consortium or joint venture, at least one Member must meet the insurance requirements.

(e) Aboriginal status

DFATD may request Bidders to provide official certification as to the Aboriginal status of Personnel and Contractors.

(f) M-30 Compliance with the Act Respecting the Conseil Exécutif du Québec (L.R.Q., chapter M-30)

Bidders in Québec whose operations are partially or fully funded by the province of Québec may be subject to the Government of Québec *Act Respecting the Conseil exécutif* (L.R.Q., chapter M-30). Under sections 3.11 and 3.12 of this Act certain entities, as defined in the meaning of the Act, including but not limited to municipal bodies, school bodies or public agencies, must obtain an authorization, indicated by the Act, before signing any agreement with DFATD. Consequently, any entity that is subject to the Act is responsible for obtaining such authorization. In the case of a consortium or joint venture, each Member must comply with the requirement stated in this paragraph.

(g) Integrity Provisions

The Bidder must:

- i. As required under the Policy, incorporated by reference through paragraph 1.7.1 of this RFP, verify the status of all proposed first tier sub-consultants and contractors before entering into a direct contractual relationship in accordance with the Policy section 16 by either making an enquiry of the Registrar of Ineligibility and Suspension in the case of individuals, or in the case of sub-consultants and contractors that are not individuals, consult the public Ineligibility and Suspension List found on the [Integrity Regime](#) website. Prior to contract award, Bidders must advise DFATD of the results of the integrity verification; and
- ii. Using item 2 of form TECH-3: Bidder's Organization, submit to DFATD a list of names as required by, and in accordance with sections 17 a. and b. of the *Ineligibility and Suspension Policy* (the List). Bidders may submit the List with their Proposal. In the event that the List is not submitted with the Proposal, DFATD will inform the Bidder of a time within which to submit the List. Failure to submit the List within the time specified will render the Bidder's Proposal non-responsive and the Bidder's Proposal will be rejected.

14. Negotiations

- 14.1 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.
- 14.2 Typical areas of negotiation may include:
 - (a) Fees and overseas costs for Personnel on long-term assignment:

In a competitive environment, Fees and overseas costs for Personnel on long-term assignment proposed in the selected Bidder's financial proposal, which were part of the financial evaluation, are not normally subject to negotiation. However, DFATD reserves the right to request support for the proposed Fees and/or for a breakdown of the overseas costs for Personnel on long-term assignment and to negotiate down any and all Fees and/or overseas costs for Personnel on long-term assignment to ensure that fair value is obtained.
 - (b) Reimbursable Expenses

All Reimbursable Expenses, listed in paragraph 10.4, are negotiable.

- (c) Advances as specified in paragraph 17.
- (d) Local tax payment and reimbursement mechanism.

15. Personnel Replacement prior to Contract Award

- 15.1 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 agree 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 negotiation with the next highest-ranking Bidder.

16. Irrevocable Standby Letter of Credit

- 16.1 To guarantee the Consultant's obligations under the Contract, within 28 Days of the signature of the Contract, the Consultant must provide an Irrevocable Standby Letter of Credit (ISLC) as specified in the Data Sheet.
- 16.2 All costs related to the issuance and maintenance of the ISLC will be at the Consultant's own expense.

17. Advances

- 17.1 The Data Sheet specifies whether DFATD will permit advance payments to the Consultants under the Contract resulting from this RFP. A detailed list of expenses eligible for advance payments, if any, is specified in the Data Sheet.
- 17.2 Bidders are requested to indicate in their financial proposals the amount and nature of advances that will be required by them to undertake the Contract. The Bidder's request for advances will not be evaluated. However, requested advances may be subject to negotiation prior to Contract award.
- 17.3 DFATD will not issue an advance until the Consultant provides DFATD with an ISLC acceptable to DFATD in form and content. An ISLC will be drawn in favour of DFATD and issued by an Approved Financial Institution and will be in place before any advance is made and remain in effect until all advances are fully liquidated. The ISLC is always for an amount equal to one hundred (100) percent of the maximum possible outstanding amount of advance payments at any given time during the execution of the Contract.
- 17.4 During the negotiation stage, DFATD may request confirmation of the Bidder's ability to obtain the necessary advance security as stipulated in paragraph 17.3. Failure to do so by the date stipulated by DFATD will result in the selected Proposal being given no further consideration. DFATD reserves the right to initiate negotiations with the next highest-ranking Bidder.

18. Notification/ Debriefing of unsuccessful Bidders

- 18.1 After completing negotiations and awarding the Contract to the selected Bidder, DFATD will publish the award of the Contract on GETS and on the DFATD website.
- 18.2 Bidders may make a written request to DFATD to receive a debriefing (in person, by teleconference/videoconference or in writing) on the strengths and weaknesses of their own Proposal and to receive the marks obtained for each of the technical components contained in the published evaluation grid, for the financial component and for the aboriginal supplier incentive (if applicable). All costs related to debriefings conducted in person or by teleconference/videoconference, including but not limited to communication and/or transportation costs, are the responsibility of the Bidder.
- 18.3 Bidders may also request the name(s) of the successful Bidder(s) and the overall total marks obtained by the successful Bidder(s) for the technical

components listed in Section 5, Evaluation Criteria, for the financial component, and for the aboriginal supplier incentive (if applicable). Where the request involves a Bidder who is an individual, some information may qualify for protection under the *Privacy Act*.

18.4 Should debriefings and informal discussions not provide sufficient information to address a Bidder's issues and concerns, the Bidder should refer to the [Internal Review Mechanism \(IRM\)](#) prior to considering external recourse mechanisms. Complaints should be submitted using the [IRM Enquiry Form](#).

**19.
Commencement
of Services**

19.1 The Consultant is expected to commence provision of Services within the delay specified in the Data Sheet.

19.2 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.

**20.
Confidentiality**

20.1 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*.

**21.
Rights of
DFATD**

21.1 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.

Instructions to Bidders

DATA SHEET

Note: The paragraph numbers indicated in the left hand column refer to the related paragraphs in the previous section, Instructions to Bidders.

Paragraph Reference	
Definitions (t)	For the purpose of this RFP, the following positions are also included as Local Support Staff: <ul style="list-style-type: none"> • <i>Accountant</i> • <i>Admin Assistant</i> • <i>Driver/Messenger</i> • <i>Office cleaner</i> • <i>Security guard</i> • <i>All other positions related to administration and support in the Recipient Country who are not providing technical services directly related to the achievement of the Project results.</i>
Definitions (dd)	The Recipient Country is Haiti.
Definitions (ff)	The RFP Closing Date is 2020-09-08 at 14:00 hrs, Eastern Daylight Saving Time (EDT).
1.5	Bidders' Conference: YES___ NO__X_ Site tour: YES___ NO__X_
1.6	Visit can be arranged: YES___ NO__X_
1.6, 6.2, 11.1 and 13.1	DFATD Point of Contact is: Stefanie Cardinal Senior Contracting Management Services Officer Department of Foreign Affairs, Trade and Development Email: stefanie.cardinal@international.gc.ca
2.3	Location of contract negotiation: National Capital Region, to be determined by DFATD. DFATD will also be available for teleconferencing upon request.
7.1	Proposals must be submitted electronically to the following email address: URP-BRU@international.gc.ca
7.5	Page size other than 8.5" X 11" or A4 is acceptable: YES___ NO__X__
7.6 (c)	Financial statements are to be included in the Proposal: YES___ NO__X_
8.2	Additional documentation is available: YES___ NO__X_

9.6	<p>Cross-referencing is recommended:</p> <p>YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p>														
<p>9.8 (b)</p> <p>Or 9.8 (a) and 11.18</p> <p>Or 9.8 (c) and 11.19</p>	<p>A fixed number of person-days is required for the following Personnel positions:</p> <table border="1" data-bbox="386 405 1304 827"> <thead> <tr> <th>Position</th> <th>Niveau de travail</th> </tr> </thead> <tbody> <tr> <td>Long-term project director, based in Port-au-Prince, Haiti</td> <td>1,200 jours</td> </tr> <tr> <td>Gender equality/human rights specialist based in Canada</td> <td>800 jours</td> </tr> <tr> <td>Long-term senior human resources adviser</td> <td>1,200 jours</td> </tr> <tr> <td>Project officer, based in Canada</td> <td>600 jours</td> </tr> <tr> <td>Long-term, local senior gender equality specialist, based in Port-au-Prince</td> <td>650 jours</td> </tr> <tr> <td>Local environmental specialist</td> <td>550 jours</td> </tr> </tbody> </table>	Position	Niveau de travail	Long-term project director, based in Port-au-Prince, Haiti	1,200 jours	Gender equality/human rights specialist based in Canada	800 jours	Long-term senior human resources adviser	1,200 jours	Project officer, based in Canada	600 jours	Long-term, local senior gender equality specialist, based in Port-au-Prince	650 jours	Local environmental specialist	550 jours
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Local environmental specialist	550 jours														
9.9	<p>The Bidder can propose alternative Personnel:</p> <p>YES <input type="checkbox"/> NO <input checked="" type="checkbox"/></p>														
10.4	<p>In addition to the listed eligible reimbursable expenses in ITB 10.4, the Bidder is requested to provide the following expenses in FIN-3:</p> <p><i>Not Applicable</i></p>														
10.7 and 11.17	<p>Available funding</p> <p>The available funding for the Contract resulting from this RFP is \$12,500,000 CAD, excluding Applicable Taxes.</p> <p>Of this amount, DFATD has reserved:</p> <ul style="list-style-type: none"> a) \$2,000,000 CAD including an administrative mark-up factor for other Personnel and Contractors identified during the implementation of the project and for technical assistance or capacity building; and b) \$1,000,000 CAD for the Fund for complementary quick-impact activities <p>Disclosing the available funding does not commit DFATD to paying this amount.</p>														
10.8 (b) 1)	<p>The ceiling monthly rate for Personnel on long-term assignment is \$5,000 CAD per month.</p> <p>Position(s) eligible for this ceiling rate:</p> <ul style="list-style-type: none"> • <i>Long-term project director, based in Port-au-Prince, Haiti</i> • <i>Long-term senior human resources adviser</i> 														
10.8 (e)	<p>Administrative mark-up : Yes: <input checked="" type="checkbox"/> No : <input type="checkbox"/></p> <p>The Administrative mark-up to be applied to the Sub-consultants and Contractors determined during project implementation includes :</p> <ul style="list-style-type: none"> • Overhead expenses • Profit <p>This rate will be applied as follows :</p> <table border="1" data-bbox="386 2368 1385 2467"> <thead> <tr> <th></th> <th>Application of the rate</th> </tr> </thead> <tbody> <tr> <td>Sub-consultants assigned to the project</td> <td>Fees invoiced by the Sub-consultants</td> </tr> <tr> <td>Contractors</td> <td>Costs invoiced by the Contractors</td> </tr> </tbody> </table>		Application of the rate	Sub-consultants assigned to the project	Fees invoiced by the Sub-consultants	Contractors	Costs invoiced by the Contractors								
	Application of the rate														
Sub-consultants assigned to the project	Fees invoiced by the Sub-consultants														
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	<p>*When an employee is added during the contract, the Consultant's employees proposed rate will be reimbursed at actual direct salaries plus a mark-up rate that does not exceed the mark-up rate embedded in the all-inclusive firm rates submitted for the employees of the Consultant as part of the proposal. DFATD reserves the right to verify the mark-up charged on the employees added during the contract.</p>
11.3	<p>Selection Method:</p> <p>Best value adjusted for cost: The technical proposal is awarded a maximum of 800 points or 80 percent of total possible 1,000 points, and the financial proposal is awarded a maximum of 200 points or 20 percent.</p> <p>If Aboriginal direct hiring and/ or Contractors are proposed, Bidders will be awarded evaluation points (up to a maximum of 50 points, which represents 5 percent of 1,000 total evaluation points) after technical and financial proposals are evaluated.</p> <p>The Bidder whose Proposal obtained the highest combined technical and financial score and Aboriginal Supplier Incentive score, out of 1050 points, will be invited for negotiations unless there is less than 10 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.</p>
11.10 and 11.13	<p>The minimum technical score required is 560 points. Only Proposals that achieve a minimum technical score are considered compliant.</p>
11.14	<p>FIN-1B - Competed mark up: Administrative mark-up cost The evaluated administrative mark-up cost FIN-1B will be calculated by applying the Bidder's mark-up rate, as indicated in FIN-1B, to the budget set-aside for the cost of other personnel and contractors to be determined during project implementation using the following formula:</p> $\text{Administrative mark-up cost} = \text{budget set-aside} \$ \times \frac{\% \text{ of mark-up rate}}{(1 + \% \text{ of mark-up rate})}$
11.15, 11.19 and 12.4 (d)	<p>The total of the financial proposal will be calculated by adding the sub-totals of costs related to the Bidder's average Fees multiplied by DFATD's fixed level of effort for each position of Personnel identified by DFATD in the RFP in accordance with FIN-1A.</p> <p>The total Financial proposal to be evaluated will be the sum of FIN-1A and FIN-1B.</p> <p>FIN-1A is the sum of the total cost of Fees and the total overseas costs for Personnel on long-term assignment.</p> <p>i) The total cost of Fees will be calculated by adding the sub-totals of costs related to the Bidder's average Fees multiplied by DFATD's fixed level of effort for each position of Personnel identified by DFATD in the RFP in accordance with FIN-1A.</p> <p>ii) The total overseas costs for Personnel on long-term assignment is calculated by multiplying the average all-inclusive monthly rate by the number of months identified by DFATD and the total cost of relocation (mobilization/demobilization).</p> <p>Should the bidder provide an average monthly rate higher than the ceiling rate indicated in the Datasheet under paragraph 10.8 (b) 1):</p> <ul style="list-style-type: none"> • For evaluation purposes, DFATD will use DFATD's ceiling monthly rate to calculate FIN-1A. • For contracting purposes, the rate per year to be indicated in the resulting contract will be calculated on a pro-rata based on the ceiling rate as indicated below. <p>For example:</p>

	<p>For the purpose of the example, the ceiling rate is \$1800 and Bidder B is the winning bidder.</p> <table border="1" data-bbox="462 306 1344 379"> <thead> <tr> <th>Bidder</th> <th>Year 1</th> <th>Year 2</th> <th>Year 3</th> <th>Average rate</th> </tr> </thead> <tbody> <tr> <td>Bidder B</td> <td>\$2100</td> <td>\$2250</td> <td>\$2400</td> <td>\$2250</td> </tr> </tbody> </table> <p>Should Bidder B's average rate exceed the ceiling rate, DFATD will calculate the pro-rata ratio by dividing the ceiling rate by Bidder B's average rate (up to 2 decimal numbers). The monthly rates for year 1, 2 and 3 will be prorated using the calculated ratio. For the purpose of the example, the following table shows the adjusted rates: Ratio: ceiling/average = 1800/2250 = 0.80</p> <table border="1" data-bbox="427 615 1382 688"> <thead> <tr> <th>Adjusted Year 1</th> <th>Adjusted Year 2</th> <th>Adjusted Year 3</th> </tr> </thead> <tbody> <tr> <td>2100*0.80 = \$1680</td> <td>2250*0.80 = \$1800</td> <td>2400*0.80 = \$1920</td> </tr> </tbody> </table> <p>The adjusted monthly rates will be incorporated in the resulting contract.</p> <p>Should the Bidder include any positions, 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.</p> <p>Costs related to Contractors and Personnel, other than those identified by DFATD, may be determined during implementation and will not exceed the budget set-aside specified under FIN-1B.</p>	Bidder	Year 1	Year 2	Year 3	Average rate	Bidder B	\$2100	\$2250	\$2400	\$2250	Adjusted Year 1	Adjusted Year 2	Adjusted Year 3	2100*0.80 = \$1680	2250*0.80 = \$1800	2400*0.80 = \$1920
Bidder	Year 1	Year 2	Year 3	Average rate													
Bidder B	\$2100	\$2250	\$2400	\$2250													
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2100*0.80 = \$1680	2250*0.80 = \$1800	2400*0.80 = \$1920															
11.15	<p>Scoring of financial proposals:</p> <p>The financial proposal with the lowest evaluated 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 financial price. For example, if the total financial score is 200 points and if the proposed cost of Bidder A is the lowest compliant price, Bidder A will receive 200 points for its financial proposal. All other technically compliant Bidders' financial score will be calculated as follow:</p> $\text{Bidder B's financial score} = \frac{\text{Bidder A's financial price}}{\text{Bidder B's financial price}} \times 200$																
11.16	The clause is applicable: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>																
13.1(c)	The Bidder is subject to security requirements: YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>																
13.1(d)	<p>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 .</p> <p>The insurance will include the following:</p> <ol style="list-style-type: none"> (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 Liability 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; and (j) 30 Days written notice of policy cancellation. 																

	<p>2. Errors and Omissions Liability Insurance</p> <p>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.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> a) 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 b) 30 Days written notice of cancellation. <p>3. Health Insurance</p> <p>The Consultant will ensure that its Personnel assigned abroad are provided with full information on health maintenance in the Recipient Country, prior to their departure from Canada, and that they are physically capable of performing the assigned duties in that country. Subject to approval, DFATD makes available, through the Centre for Intercultural Learning, pre-departure information sessions, including health matters and foreign-language training as well as post-visit debriefing sessions. In-country briefing sessions are available to Canadian Consultants and the Recipient Country trainees. The Consultant will ensure that members of its Personnel assigned abroad are covered by adequate health insurance. DFATD will not assume any costs associated with the repatriation of the Personnel or contractors for medical reasons.</p> <p>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 Insurance throughout the Consultant's performance of the Contract.</p> <p>The insurance will include the following:</p> <ul style="list-style-type: none"> 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.
16.1	The Irrevocable Standby Letter of Credit (ISLC) must be for the face amount of \$625,000 CAD.
17.1	<p>Advance payments may be permitted: YES_X_NO__</p> <p>The following types of expenses are eligible for advance payment:</p> <ul style="list-style-type: none"> (a) Expenses associated with setting up a new local office in the Recipient Country; (b) Long-term leases for offices; (c) Procurement of manufactured equipment (project assets); (d) Fund for complementary quick-impact activities.
19.1	Expected date for commencement of consulting and professional services is no later than 30 days following the signature of the contract.

Section 2. Technical Proposal - Standard Forms

Guidance to Bidders:

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

Bidders Checklist

1. Mandatory procedural requirements


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

Mandatory Procedural Requirements	✓
The Proposal validity is 250 days after the closing date of the RFP.	
The Bidder has submitted only one proposal in response to this RFP. (ITB 4.4)	
The Proposal is electronically submitted to the email address: URP-BRU@international.gc.ca	
The Proposal is submitted to DFATD no later than the RFP Closing Date indicated in the Data Sheet.	
The Bidder or, in case of a consortium or joint venture, each member of a consortium or joint venture has completed, signed and included TECH-1 Form in the Proposal.	
The Bidder or, in case of a consortium or joint venture, each member of consortium or joint venture complies with the certifications of TECH-2 Form from the date of Proposal submission. The Bidder has an obligation to disclose any situation of non-compliance with the certifications in TECH-2.	
The Bidder submitted a completed TECH-2 and TECH-3 Form with its Proposal.	
The Bidder has demonstrated compliance with each of the mandatory evaluation criteria, if any, specified in Section 5, Evaluation Criteria.	
No information related to Fees, overseas costs for Personnel on long-term assignment and costs of Contractor(s) appears in the technical proposal.	
FIN-1 is provided with the Proposal and contains no changes to the pricing basis (ITB 10.8).	
The Fees for Personnel and monthly rates are expressed on a yearly basis (i.e. Year 1, Year 2, Year 3, etc.).	
The Financial proposal is expressed in Canadian dollars (CAD).	
No contact with DFATD, except the Point of Contact specified in the Data Sheet, on any matter related to Bidder's Proposal from the time the Proposals are submitted to the time the Contract is awarded (except when responding to requests to provide additional information as specified in ITB 9.1, 9.2, 9.4, 11.12, 11.25, 12 and 13).	
The Bidder complies with the conditions of contract award stated in ITB 13.	

The Bidder maintains availability of the proposed Personnel from the RFP Closing Date as stated in ITB 15.1.	
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2. Other requirements:

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

Proposal Presentation and Submission	
Has the technical proposal used the headings and numbering system detailed in Section 5, Evaluation Criteria?	
Has the Bidder used cross-referencing and complied with formatting requirements, if indicated in the Data Sheet?	
Has the Bidder submitted its electronic proposal respecting the maximum email size limit and content considerations as indicated in ITB 7.2?	
Does the email subject line contain, as a minimum, the RFP reference number (SEL number) and Bidder's name?	
Is the Proposal formatted using 8.5" X 11" or A4 paper size (or as specified in the Data Sheet) and is the font size at least equivalent to Arial 10 or Times New Roman 11?	
Has the electronic file for the technical proposal and its first page been clearly identified as "TECHNICAL", followed by the RFP reference number (SEL number) and the Bidder's name, as indicated in ITB 7.6 (a)?	
Has the electronic file for the financial proposal and its first page been clearly identified as "FINANCIAL", followed by the RFP reference number (SEL number) and the Bidder's name, as indicated in ITB 7.6 (b)?	
If requested in the Data Sheet, has the electronic file containing the financial statements and its first page been clearly identified as "FINANCIAL STATEMENTS", followed by the RFP reference number (SEL number) and the Bidder's name, as indicated in ITB 7.6 (c)?	
Have the technical and financial proposals and, if applicable, the financial statements been submitted by e-mail in separate attachments in a non-editable format such as ADOBE (*.PDF), as indicated in ITB 7.6?	
If required, has an Integrity Declaration Form been completed and mailed directly to PWGSC in accordance with ITB 7.6 (d)?	
Have the Proposal withdrawal and/or substitution, if any, been done as per ITB 7.8?	
Technical Proposal	
In case of a consortium or joint venture, has the Member in charge been identified by checking the appropriate box in TECH-1?	
Has the Bidder or, in case of a consortium or joint venture, each Member of a consortium or joint venture provided information as requested in TECH-3 with the Proposal?	
Has the Bidder provided information as requested in TECH-4 according to the specified format?	
Has the Bidder completed and included all TECH-5 forms according to the specified format?	
Has the Bidder completed and included all TECH-6 forms according to the specified format?	
Has the technical proposal clearly and in sufficient depth addressed the rated requirements against which the Proposal is evaluated?	
Has the technical proposal conformed to the specified page limits as indicated in section 5, Evaluation Criteria?	

Financial Proposal	
If Aboriginal direct hiring and/ or sub-contracting is proposed, has the Bidder completed FIN-2?	
Has the Bidder provided estimate of Reimbursable Expenses that will be incurred in the realization of the project in Canada and in the Recipient Country by filling in the form FIN-3?	
Does the Bidder's price exclude all Applicable Taxes? Bidders are requested to exclude Applicable Taxes from the price, but to show the total estimated amount in the financial proposal separately.	
Has the Bidder indicated in its financial proposal the amount and nature of advances that it will require in undertaking the Contract, if any?	

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 Services in relation to: the Support for a Professional and Inclusive Police in Haiti (SPIP) Project

From (please print): Bidder's Name _____

Person authorized to sign on behalf of the Bidder:

Name (Please Print)

Title (Please Print)

The Bidder 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. The Bidder must submit TECH-2 in accordance with the paragraph 9.2 of the RFP.

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

1. CANADIAN STATUS

The Bidder hereby certifies as to its status as a Canadian legal entity:

- (a) the Bidder is a Canadian citizen or Canadian permanent resident; or
- (b) the Bidder is a for-profit legal entity created under Canadian law and with a Place of Business in Canada; or
- (c) the Bidder is a not-for-profit legal entity created under Canadian law and with a Place of Business in Canada.

2. INTEGRITY PROVISIONS

2.1 Subject to subsection 2.2, by submitting a Proposal in response to this Request for Proposal, the Bidder certifies that:

- a) It has read and understands the *Ineligibility and Suspension Policy*;
- b) It understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
- c) It is aware that Canada, including PWGSC and DFATD, may request additional information, certifications, and validations from the Bidder or a third party for purposes of making a determination of ineligibility or suspension;
- d) It has mailed directly to PWGSC a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier sub-consultants and contractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
- e) None of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier sub-consultants and contractors; and
- f) It is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.

2.2 Where a Bidder is unable to provide any of the certifications required by subsection 2.1, it must mailed directly to PWGSC a completed Integrity Declaration Form, which can be found at [Integrity Declaration Form](#)

2.3 DFATD will declare non-responsive any Proposal in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by DFATD to be false or misleading in any respect. If DFATD established after award of the Contract that the Bidder provided a false or misleading certification or declaration, DFATD may terminate the Contract for default. Pursuant to the Policy, DFATD may also determine the Bidder to be ineligible for award of a contract for providing a false or misleading certification or declaration.

3. 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.

4. ANTI-TERRORISM

The Bidder certifies that DFATD's funds will not knowingly be used to benefit terrorist groups or individual members of those groups, or for terrorist activities, either directly or indirectly, as defined in the Criminal Code R.S.C., 1985, c. C-46 or those appearing on the Consolidated United Nations Security Council Sanctions List as modified. The Bidder will notify DFATD immediately if it is unable to complete the procurement process or Contract as a result of terrorism-related concerns.

The Bidder is responsible for consulting all relevant lists, even if the web addresses provided are no longer valid, in order to stay informed of the listed terrorist groups and their members and must ensure that the funds from DFATD does not benefit any listed terrorist entity and their members, any sanctioned groups or persons. Entities or individuals listed as terrorists can be found at the following web addresses:

- a. [Criminal Code of Canada list](#)
- b. [Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism \(RIUNRST\)](#)
- c. The United Nations Security Council Consolidated Sanctions List is available on the United Nations Security Council website (<https://www.un.org/securitycouncil/>), to implement the sanction measures imposed by the United Nations Security Council pursuant to resolutions 1267 (1999), 1989 (2011) and 2253 (2015) concerning ISIL (Da'esh), Al-Qaida, and associated individuals, groups, undertakings and entities, and pursuant to resolution 1988 (2011) concerning the Taliban and associated individuals.

DFATD will inform the Bidder or Consultant in writing, if it has identified any third party that is associated directly or indirectly with terrorism. In such instance, DFATD will determine an appropriate course of action, including suspension or termination of the Contract.

The Bidder will include a corresponding provision in any subcontract that it enters into for the purposes of the Contract.

5. ECONOMIC SANCTIONS AND OTHER TRADE CONTROLS

1. The Bidder certifies that funding for the purposes of the Contract will not be knowingly used, either directly or indirectly, in a manner that contravenes economic sanctions imposed by Canada and enforced by regulations under the *United Nations Act* (R.S.C. (1985), c. U-2); the *Special Economic Measures Act* (S.C. (1992), c. 17); the *Justice for Victims of Corrupt Foreign Officials Act* (S.C. (2017), c. 21) as they are amended from time to time, or for activities that would contravene the provisions of the *Export and Import Permits Act*, (R.S.C. (1985), c. E-19). Information on Canadian sanctions and export and import controls can be found at the following links:

https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/index.aspx?lang=eng

https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/types.aspx?lang=eng

<https://www.international.gc.ca/controls-controles/index.aspx?lang=eng>

2. The Bidder will consult the above links to be aware of the foreign governments, persons and activities subject to economic sanctions and other trade controls during the period of the Contract.
3. The Bidder will include a corresponding provision in all subcontracts and sub-agreements it signs for the purposes of the Contract.

6. CONFLICT OF INTEREST - UNFAIR ADVANTAGE

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 Sub-consultants, any of its proposed Contractors 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 Sub-consultants, any of its proposed Contractors 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.
 - c. if the Bidder, any of its proposed Sub-consultants, any of its proposed Contractors 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.
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.
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.

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 the 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. 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 (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#afed>) 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.

12. ABORIGINAL FIRM

For this RFP, to be considered an Aboriginal business, a firm must meet the following criteria:

- (a) at least 51 percent of the firm is owned and controlled by Aboriginal persons; and
- (b) at least one third of the firm's employees, if it has 6 or more full-time staff, must be Aboriginal persons.

If a firm is starting a consortium or joint venture, at least 51 percent of the consortium or joint venture must be controlled and owned by an Aboriginal business or businesses, as defined above.

AND

Which certifies in proposal documentation that meets the above eligibility criteria, agrees to comply with required Aboriginal content in the performance of the Contract, and agrees to furnish required proof and comply with eligibility auditing provisions.

() The Bidder is not Aboriginal.

- **OR** -

() The Bidder is Aboriginal.

If the Bidder is subject to the Aboriginal Supplier Incentive, please complete the certification below and provide the information required in FIN-2.

I/ We hereby certify _____ (*Name of individuals or firms who act as Personnel, Local Support Staff and/ or Contractors*) is/ are Aboriginal firm or individuals as defined in this TECH-2 and that _____ (*insert value of Aboriginal component*) represent the Fees/ services/ supplies that I/ We will provide to the Bidder. I/ We am/ are aware that DFATD reserves the right to verify any information provided in this regard and that untrue statements may result in the Proposal being declared non-compliant, or in any action which DFATD may consider appropriate. I/ We all certify that I/ We are in compliance with the above requirements.

13. FORMER CANADIAN PUBLIC SERVANT CERTIFICATION

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

Definitions

For the purposes of this certification,

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

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs

to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? **YES** () **NO** ()

If so, the Bidder must provide the following information:

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

Work Force Reduction Program

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

If so, the Bidder must provide the following information:

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

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

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

FORM TECH-3 Bidder's Organization

Guidance to Bidders:

The Bidder is requested to provide the following information by filling in the appropriate spaces below. The Bidder must submit TECH-3 in accordance with the paragraph 9.2.

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

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. If available at the time of proposal submission and in accordance with paragraph 13.1 (g) ii of the RFP, a complete list of the following:
 - For **corporate entities (including those bidding as joint ventures)**: names of all current directors or, for privately owned corporations, the names of the owners of the corporation.
 - For **sole proprietors (including sole proprietors bidding as joint ventures)**: names of all owners.

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

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

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

6. If available at the time of proposal submission, the Procurement Business Number of the Bidder issued by Public Works and Government Services Canada, including of each Member if the Bidder is a consortium or joint venture:

7. Is the Bidder registered for the Quebec Sales Taxes (QST)

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 consulting and professional services similar to the ones requested under this RFP.

Where specified, Bidders should provide a narrative description responding to each element of the Rated Evaluation Criteria, and using the table "Project Information", provide information on each Project referenced in the Narrative Description. The Bidder should insert tables as necessary.

NARRATIVE DESCRIPTION

--

PROJECT INFORMATION

Project name:	Recipient country(ies) / Beneficiary(ies):	
Approximate Project value:	Key Stakeholder(s):	
Name of Bidder or Member who performed services:		
Name of customer/ funding agency: Name and title of customer reference: Telephone number and email address:		
Project Start date (month/ year):	Project End date (month/ year):	Approx. value of services: Fees: Reimbursable Expenses: Project Funds managed by the Consultant:
Senior/ key Personnel, including level of effort, involved and functions performed:		
Brief Project description:		

FORM TECH-5 Methodology

Guidance to Bidders:

Bidders are required to use the following TECH forms as part of their technical proposals:

TECH-5A, Project Performance Measurement Framework (PMF);

TECH-5B, Risk Register;

FORM TECH- 5A
PROJECT PERFORMANCE MEASUREMENT FRAMEWORK (PMF)

Guidance to Bidders:

The Performance Measurement Framework is one of the deliverables of the contract and is used to systematically plan the collection of relevant data over the lifetime of a project to assess and demonstrate progress made in achieving expected results.

Note that for the purpose of the evaluation, the row for the Ultimate Outcome and the columns for the baseline data and targets are not to be filled out.

For background information on DFATD's approach to Results Based Management, Bidders should consult the Results-based Management page on DFATD's website.

Expected Results	Indicators
IMMEDIATE OUTCOMES (SHORT TERM)	
1110	
OUTPUTS	
1112	
1113	
1115	

FORM TECH-5B
RISK REGISTER

Guidance to Bidders:

A package for partners on RBM tools and guidelines, including on Risk Register can be found at: DFATD's website

Risk Register

Risk Definition	Risk Assessment (occurrence and impact) and their impact on the project	Risk Mitigation Strategy
Risk 1		
Risk 2		

**FORM TECH- 6
PERSONNEL
FORM TECH-6A
CURRICULUM VITAE FOR PROPOSED PERSONNEL**

<u>Position:</u>
<u>Name:</u>
<u>Academic Qualifications:</u> <i>Degrees received, name of the university/school, and pertinent dates (month & year)</i>
<u>Professional development:</u> <i>Professional certification or accreditation or designation</i>
<u>Present employer and position:</u> <i>Length of service with current employer (Start date: month & year) and status (permanent, temporary, contract employee, associate, etc.)</i>
<u>Former Public Servant:</u> <i>Is/Will the proposed resource be a Former Public Servant in receipt of a government pension and/or the beneficiary of a buy-out lump sum payment? If yes, provide details. Does/will the proposed resource comply with the provisions of the Conflict of Interest provisions contained in Tech-2?</i>
<u>Experience:</u> <i>History of assignments in reverse chronological order with a narrative description of each assignment in accordance with the rated criteria detailed under the Personnel Experience, in Section 5, including but not limited to:</i> <i>Position:</i> <i>Project name and country:</i> <i>Services provided and sector:</i> <i>Budget managed by the individual on the assignment:</i> <i>Personnel managed (sector of expertise, number, etc.):</i> <i>Start date (month & year) and completion date (month & year):</i> <i>Level of Effort (in months):</i> <i>Client/funding agency:</i> <i>Types of Stakeholders:</i> <i>Location of the assignment:</i>
<u>Reference(s):</u> <i>Include three (3) references stating name, title, phone and email.</i>

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 who is named in the Proposal and who is not, on the RFP Closing Date, a Bidder's employee. 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	
Field of expertise	
Specify (in print or type) the activities and the component 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 required by DFATD to provide the Services under the Contract awarded as a result of this RFP.	
Name (print or type)	
Signature	Date

Section 3. Financial Proposal - Standard Forms

FORM FIN-1

TOTAL COST

Guidance to Bidders:

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

All inclusive firm daily Fees include salary, benefits (paid and time-off), overhead and profit, excluding Applicable Taxes. The Bidder is requested to show the amount of Applicable Taxes, separately.

**FORM FIN-1A
COST OF PERSONNEL**

Guidance to Bidders:

The Bidder must provide a firm all-inclusive daily Fee **for each year** for the positions of Personnel identified below only. The Bidder must also submit an all-inclusive firm daily Fee **for each year** and a level of effort (LOE) for all positions designated by the Bidder according to its methodology.

Fees for Personnel Positions Identified by DFATD									
Personnel Resource Name	Personnel Position	Year 1 Firm all-inclusive daily Fees \$	Year 2 Firm all-inclusive daily Fees \$	Year 3 Firm all-inclusive daily Fees \$	Year 4 Firm all-inclusive daily Fees \$	Year 5 Firm all-inclusive daily Fees \$	(LOE) Fixed by DFATD (Days)	Sub-Total Estimated Cost = Average of (year 1, 2,3,4 and 5) x Total LOE	
	Project director						1 200		
	Gender equality/human rights specialist						800		
	Senior human resources adviser						1 200		
	Project officer						600		
	Local senior gender equality specialist						650		
	Local environmental specialist						550		
SUBTOTAL 1 (exclusive of any taxes)								\$	

Fees for Other Personnel Positions Identified by the Bidder in its methodology								
Personnel Resource Name	Personnel Position	Firm all-inclusive Daily Fees \$					(LOE) Estimated by the Bidder (Days)	Sub-Total Estimated Cost= Average of (y1, y2, y3,y4 and y5) x LOE
		Y1	Y2	Y3	Y4	Y5		
Administrative Personnel directly related to the project								
SUBTOTAL - 2 (exclusive of any taxes)							\$	

Costs for Personnel on long-term assignment

Guidance to Bidders:

The Bidder must provide a firm all-inclusive monthly rate and a total cost for relocation (mobilization and demobilization) for the Personnel assigned to the project in the Recipient Country for 12 or more consecutive months identified by DFATD.

Monthly rate (housing, basic utilities, other expenses)							
Personnel Position	Firm all-inclusive monthly rate					Number of months	Sub-total Cost=average of yr1 to 5 x Total number of months
	Y1	Y2	Y3	Y4	Y5		
Project director						57	
Senior human resources adviser						57	
SUBTOTAL-3 (exclusive of any taxes)							\$
Ceiling for the monthly rate							\$5,000

Cost of relocation			
Personnel Position	Mobilization (from home country to recipient country)	Demobilization (from recipient country to home country)	Sub-Total (mobilization + demobilization)
Project director			
Senior human resources adviser			
SUBTOTAL – 4 (exclusive of any taxes)			\$

TOTAL COST FOR FIN-1A= SUBTOTAL-1 + SUBTOTAL-2 + SUBTOTAL-3+ SUBTOTAL-4

**FORM FIN-1B
ADMINISTRATIVE MARK-UP COST OF ADDITIONAL SUB-CONSULTANTS AND CONTRACTORS**

Guidance to Bidders:

The Bidder must provide its administrative cost for the management of the Sub-consultants and Contractors determined during project implementation.

Administrative mark-up rate	_____ %
Evaluated administrative mark-up cost $\$2,000,000 \times \frac{\% \text{ of mark-up}}{(1 + \% \text{ of mark-up})}$	FIN-1B = \$ _____
BUDGET SET-ASIDE FOR OTHER PERSONNEL* AND CONTRACTORS	\$2,000,000 including the administrative mark-up.

*When an employee is added during the contract, Consultant’s employees proposed rate will be reimbursed at actual direct salaries plus a mark-up rate that does not exceed the mark-up rate embedded in the all-inclusive firm rates submitted for the employees of the Consultant as part of the proposal. DFATD reserves the right to verify the mark-up charged on the employees added during the contract.

For example, see the table below:

	Base for applying the Mark-up rate	SAMPLE Administrative mark-up rate proposed by the Consultant (%)	Fees Billed to DFATD
Sub-consultants assigned to the project	Fees billed by the Sub-consultant	3%	Fees billed to Consultant by the Sub-consultant multiplied by 1.03
Contractors	Costs billed by the Contractor	3%	Costs billed to Consultant by the Contractor multiplied by 1.03
Employees of the Consultant			Fees proposed include a mark-up rate not exceeding the mark-up rate embedded in the all-inclusive firm fees submitted for the employees of the Consultant as part of the proposal.

TOTAL OF THE FINANCIAL PROPOSAL = FIN-1A + FIN-1B

FORM FIN-2
ABORIGINAL SUPPLIER INCENTIVE

Identification of Aboriginal Person(s) to be employed by the Bidder

Individual's Name, Position and Address	All-inclusive Firm Daily Fees, \$	Number of Person-days	Total Fees (Fees x Person-days), \$
Total, \$			

Aboriginal Contractors to be utilized

Aboriginal Contractor's Name and Address	Service to be Provided	Fees only, \$
Total, \$		

FORM FIN-3
REIMBURSABLE EXPENSES

Guidance to Bidders:

The Bidder is requested to fill in the table below using ONLY the cost line items detailed below. Any costs that fall outside the line items below are not to be included and may be considered at the time of negotiation. The breakdown of the cost line items may be modified in accordance with the project. The Bidder is not to include any fees, cost of contractor(s) or overhead in the reimbursable expenses (except for Local Support Staff). The Bidder is requested to include a provision for inflation, if any, in the total cost

Indicative Reimbursable Expenses

#	Description	Units	\$, Per Unit	Sub-total, \$
a	Travel and Living Transportation Meals, incidentals and private vehicle Visa costs Accommodation Other*			
b	Purchase and Transportation costs for Equipment Supplies			
c	Communication costs			
d	Translation and reproduction costs			
e	Bank charges			
f	Local Support Staff			
g	Allowances for DFATD award students and trainees			N/A
h	Expenses of Counterpart personnel			
i	Field Office Expenses Office Vehicles Other			
j	Training Expenses Tuition Textbooks and Manuals Rent of training facilities Presentation equipment and supplies			
k	Fund for complementary quick-impact activities			\$1,000,000
	Grand Total			

* 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". The Bidder is requested to provide a breakdown of these costs by identifying the nature and the estimated value.

Section 4. Terms of Reference

Annex A – Project Description

Abbreviations and acronyms

AWP	:	Annual Workplan
CAGSD	:	Central Administrative and General Services Division
CHRTD	:	Central Human Resources and Training Division
CLCCS	:	Cellule de lutte contre les crimes sexuels
CPA	:	Canadian Police Arrangement
CWAGO	:	Coordination of Women’s Affairs and Gender Office
DFATD	:	Department of Foreign Affairs, Trade and Development
FIPCA	:	Initial Training and Professional Development for the Haitian National Police’s Managerial Staff
GBV	:	Gender-Based Violence
GE	:	Gender Equality
HNP	:	Haitian National Police
IG	:	Inspectorate General- NHP
KFM	:	Partnerships for Development Innovation Branch
MINUJUSTH	:	United Nations Mission for Justice Support in Haiti
MINUSTAH	:	United Nations Stabilization Mission in Haiti
MITC	:	Minister of the Interior and Territorial Communities
MJPS	:	Minister of Justice and Public Safety
NPHC	:	National Police High Council
PAD	:	Prisons Administration Directorate
PIP	:	Project Implementation Plan
RBM	:	Result based management
SDP	:	Strategic Development Plan
SPD	:	Strategic planning division
SPIP	:	Support for a Professional and Inclusive Police in Haiti
SPU	:	Strategic Planning Unit
TA	:	Technical assistance
TFP	:	Technical and Financial Partners
ULCS	:	Unité de Lutte contre les Crimes Sexuels
UNDP	:	United Nations Development Programme
UNIOH	:	United Nations Integrated Office in Haiti

1 Project context

1.1 National context

Haiti remains of the world's poorest countries and still faces serious in terms of political governance, the rule of law, and social and economic development.

Despite economic recovery since the 2010 earthquake, the country's economic growth continues to slow (from 5.52% to 1.17% between 2011 and 2017). A large majority of the population, particularly women and girls, have limited access to basic education or health services. The weakness of institutions, the volatility of political governance, control of the economy by a few large families and the country's significant vulnerability to natural disasters and external economic shocks contribute to its low rate of development and its maintenance on the list of fragile states. In 2019, Haiti ranked 12th (out of 178 countries) on the Fund for Peace Fragile States Index.

Socio-economic context

Despite significant international assistance support in recent years, the socio-economic indicators remain the lowest in the Americas. Haiti's population is estimated at nearly 11 million¹ and ranks 168th out of 189 countries on the United Nations Development Programme's (UNDP's) 2018 Human Development Index. Nearly 50% of the population still lives below the poverty line, established at US\$2.41 per day, and 25% lives in extreme poverty, with less than US\$1.23 per day.

Since July 2018, the country has been severely shaken and greatly slowed by sporadic strikes and violent social protests that have crystallized around the PetroCaribe scandal. The people and opposition's main demands revolve around the high cost of living (the gourde has lost 30% of its value in the last year and the annual inflation rate in 2018 was close to 20%²), a demand for accountability in the PetroCaribe file and a call for President Jovenel Moïse to resign. The PetroCaribe scandal stems from the energy cooperation agreement that Venezuela, with Hugo Chávez as president, launched in 2005 with about 15 South American and Caribbean countries to offer them oil at preferential rates with easy terms. The profits earned were to be used to fund socio-economic development projects. The Superior Court of Accounts and Administrative Disputes (CSC/CA), which audited the PetroCaribe accounts, published 2 reports on January 31 and May 31, 2019, which, in addition to reporting mismanagement and the misappropriation of several billion U.S. dollars (between \$2 billion and \$4 billion), points the finger at President Jovenel Moïse, who is suspected of being at the heart of "a misappropriate scheme"³ in the PetroCaribe program. The President has since denied these accusations in statements reported by the Haitian press,⁴ but the polar discontent continues.

The depletion of PetroCaribe funds, which have facilitated most public investments since 2008, linked to a poisonous business climate and the increase in food insecurity in the country in recent years, could exacerbate the current socio-economic crisis and trigger more violent demonstrations. Indeed, in its report "Sécurité alimentaire en Amérique Latine et dans la Caraïbe" [food security in Latin America and the Caribbean], released on July 24, 2019, the Inter-American Development Bank (IDB) ranked Haiti last in the Latin America and Caribbean region in terms of food security. Worldwide, of the 119 countries ranked on the Global Hunger Index (GHI), Haiti is 1 of 6 countries whose situation

¹ According to Perspectives Monde, <http://perspective.usherbrooke.ca/bilan/tend/HTI/fr/SP.POP.TOTL.html>, University of Sherbrooke, July 2019.

² Le Nouvelliste, July 8, 2019, edition, based on an interview with the President of the Economic Forum for the Private Sector.

³ See Haiti Libre, Haiti - Flash PetroCaribe, published on June 1, 2019: [translation] "The CSC/CA notes 'The two companies did the same work separately on the same dates' and refers to 'a misappropriation scheme.'" The CSC/CA mentions President Jovenel Moïse's **3rd-level** responsibility (page 169) in this stratagem.

⁴ Le Nouvelliste, July 15, 2019, edition.

is deemed to be alarming (only 1 country falls into the last category, very alarming). The Haitian population spends 59% of its income on food and malnutrition has increased over the last 5 years, affecting over 50% of the population.

Political and security context

The country's weak institutional capacities, particularly those of justice institutions, coupled with the difficulty in accessing information, contribute to an impression of widespread impunity and corruption. Haiti ranked 161st out of 180 countries on Transparency International's 2018 Corruption Perceptions Index, and was therefore 1 of the 20 most corrupt countries in the world. That perception contributes to the country's difficulties and has a negative impact on its development prospects over the short and medium terms. The United Nations Mission for Justice Support in Haiti (MINUJUSTH), which, on October 16, 2017, replaced the United Nations Stabilization Mission in Haiti (MINUSTAH), which had been in place since 2004, ended its mandate on October 15, 2019, at the request of the Haitian government. Its mandate was essentially to help the Haitian government strengthen its institutions in terms of the rule of law, particularly by supporting capacity building within the Haitian National Police (HNP), analyzing the human rights situation and reporting on it. It was replaced by the United Nations Integrated Office in Haiti (UNIOH) with an initial 12-month mandate to help the government organize free, honest and transparent elections; build the HNP's capacities; reduce community violence, particularly violence committed by gangs; improve penitentiary administration management and prison conditions; and strengthen the justice sector.

The Support for a Professional and Inclusive Police in Haiti (SPIP) project will therefore take place in a very tense national context, against the background of a major socio-economic and political crisis for which there are no clear solutions. Political instability is contributing to the deterioration of the security context. Crime occurs in a climate of impunity and increasing chaos, keeping the country's crime rate high, particularly in the capital and major centres. The climate of latent crisis that has been raging in Haiti since July 2018, combined with the rise of gangsterism, the increasing circulation of firearms and the deterioration of security, is putting considerable pressure the HNP and 2018/2019 was particularly turbulent in this regard. It is important to remember the heavy price paid by the HNP, whose members are regularly targeted by criminal groups, with ever-increasing losses in human life. The IGHNP's 2018 report indicated that 14 police officers had been shot to death.⁵ The 2019 partial review was even more disastrous for the HNP; in May 2019, the former Director General of the HNP, Michel Ange Gédéon, reported that 18 police officers had been shot dead between January and May 2019.⁶

In these circumstances, the need to strengthen and professionalize the HNP becomes even more important. Although it has been acknowledged that the HNP showed professionalism during the recent riots by containing crowd movements, limiting violence and preventing the crisis from escalating further, it remains clear that the HNP needs to become more professional and strengthen its legal frameworks and institutional, structural, organizational and operational capacities in order to improve its credibility with the public and preserve what it has achieved during its 25 years of existence.

Environment and climate change

In addition to all these challenges, the country is very vulnerable to climate change, given its geographic position, its insufficient development, and particularly the extreme physical degradation of its environment. It must contend with additional challenges from frequent hurricanes and cyclones

⁵ As reported by the [www.loophaiti.com website](http://www.loophaiti.com) in a dispatch dated January 13, 2019.

⁶As reported by Vladimir Désir in a Radio Haïti broadcast on May 19, 2019.

and their severe impact on the country in terms of the destruction of economic and social infrastructures, and the spread of contagious waterborne diseases, including cholera.

1.2 The Haitian National Police

The Haitian National Police (HNP) was created in 1995 following the dismantling of the Haitian Armed Forces, which had previously also served as the police. However, the HNP only found a favourable context for its reform, and more broadly for the reform of the security system, after Aristide left in February 2004, René Prével was elected in 2006, and particularly the presence of MINUSTAH (2014 to 2017).

The law passed on November 29, 1994, on the creation, organization and operation of the national police established the system of organization and operation to create a professional civilian police force, with an emphasis on protecting life and private property. Under section 7 of the 1994 law, its mission includes 15 points, the most important of which are as follows:

- Ensure the protection and respect of personal freedoms, lives and property, and maintain public order, peace, security and safety
- Ensure the security of government institutions, and prevent and combat offences under the law
- Control and secure land, sea, port and air channels of communication
- Provide the ombudsman with the support needed to carry out their duties for the defence of human rights
- Provide data for developing national crime statistics

The operation and organization of the HNP are based on the 1987 constitution and a succession of laws, decrees and executive orders adopted between 1994 and 2018. Without a unified system of laws governing the HNP, its operations are based on a combination of authorities: the President of the Republic, the National Police High Council (NPHC), the Minister of Justice and Public Safety (MJPS), the Secretary of State for Public Security and the HNP hierarchy.

The law provides for supervisory body, the NPHC, which has the authority to establish national policies and strategies for all issues related to its mission. It advises on all matters related to general regulations, training and staff development, discipline, and the careers and compensation of police members. It is responsible for coordinating the overall development of the HNP, taking into account the concepts of decentralization, autonomy, and rights and responsibilities related to the Strategic Development Plan. The NPHC is made up of 5 members:

1. The Prime Minister (Chair)
2. The Minister of Justice and Public Safety (Vice-Chair)
3. The Minister of the Interior and Territorial Communities (MITC) (Second Vice-Chair)
4. The Director General of the HNP (Executive Secretary); and
5. The Inspector General of the HNP (Assistant Executive Secretary).

In 2017, the HNP adopted a 5-year Strategic Development Plan (SDP) for 2017 to 2021.⁷ That plan, developed with the support of MINUSTAH, includes aspects related to gender equality, neighbourhood/community policing, security governance, and regional and international cooperation.

⁷ See Republic of Haiti, Office of the Prime Minister, NPHC, Direction générale de la Police nationale, 2017 to 2022 SDP, Port-au-Prince, July 2019.

The SDP is divided into 5 strategic areas, broken down into 25 priority activities, which are divided into 133 priority actions.

The 5 strategic areas correspond to the 5 specific objectives adopted:

1. Consolidate the legal, institutional and structural framework of the HNP
2. Improve the development of human capital and working conditions
3. Strengthen the HNP's administrative and communication capacities
4. Strengthen the operational capacities of the HNP's intervention, investigation and penitentiary administration units
5. Strengthen infrastructure capacity through the construction, relocation and renovation of HNP infrastructure

The 2017 to 2021 SDP follows the 2016 to 2011 reform plan and the 2012 to 2016 strategic plan. The latter, prepared at the time by a joint HNP-MINUSTAH team, outlined the main strategic directions and objectives to be met by the HNP in terms of public safety. When it ended, as there were a number of objectives and results that were not achieved, it gave way to the current SDP, the goal of which is to continue the reforms already in place and make the HNP a strong, credible and effective institution that meets international professional police standards.

Canada's development assistance program

Haiti is a priority country for Canada and has received approximately \$100 million per year in official development assistance over the past few years, from all aid channels. Much of the support was channelled through Global Affairs Canada's bilateral Haiti program, which disbursed over \$52.6 million in 2018/2019. Canada is the second-largest bilateral donor (after the United States) and Haiti is the largest recipient of assistance from Canada in the Americas.

Bilateral program's priority areas

- Gender equality and the empowerment of women and girls: Through all of its sectoral interventions, Canada will aim to further promote and protect the rights of women and girls in Haiti and to strengthen their power to act and make decisions.
- Human dignity: Canada will help strengthen the national health, education and protection systems to make them more effective and reach the most vulnerable, including women and girls. In particular, it will help improve services related to sexual and reproductive health and rights, and to maternal, newborn and child health.
- Growth that works for Everyone (including the environment and climate action): Canada will help strengthen the economic power of women and girls to ensure economic growth that is inclusive, sustainable and resilient to climate change and natural disasters.
- Inclusive governance (including peace and security): Canada will contribute to the consolidation of the rule of law and democratic structures and the strengthening of the public sector's ability to provide inclusive, effective and transparent services to the public. It will also emphasize the fight against impunity and corruption.

The SPIP project will be part of both the "gender equality and the empowerment of women and girls" area, by improving women's representation within the HNP and better integrating their interests and needs into all of its activities, and the "inclusive governance (including peace and security)" area, by strengthening the HNP's ability to effectively fulfill its mandate of protecting and serving the public, thereby helping to consolidate the rule of law and the fight against corruption.

Multilateral program and humanitarian assistance

In addition to the bilateral aid program, Canada contributes to development in Haiti through its financial support for multilateral organizations (including the World Bank and the Inter-American Development Bank), and through humanitarian assistance. The International Humanitarian Assistance Directorate supports the response to most vulnerable populations' immediate needs.

Partnerships for Development Innovation Branch

Haiti is among the 10 main recipient countries, with funding from the Partnerships for Development Innovation Branch (KFM) of \$16.26 million in 2016/2017. By 2020, KFM plans to spend approximately \$35.5 million in the area of maternal, newborn and child health. The branch currently has 21 active projects in Haiti, including 2 fellowship programs in Canada that are open to Haitians.

Support for stabilization and peace operations

Canada aims to strengthen the ability of the Haitian security system to fully assume its role in, among other things, the context of recent UN missions: MINUSTAH and MINUJUSTH. As such, Canada deploys Canadian civilians and police officers to strengthen the security sector. Canadian police officers are deployed under the Canadian Police Arrangement (CPA), a partnership between Global Affairs Canada, Public Safety Canada, the Royal Canadian Mounted Police, and civilians through DFATD's Civilian Deployment Platform. With the end of MINUJUSTH, Canada is exploring options to continue its support through UNIOH, which began its work when MINUJUSTH ended on October 15, 2019. More than \$10 million has been allocated to police and civilian deployments since 2016. Canada supports the creation of spaces for dialogue between the Haitian National Police and the public, particularly youth, and the search for economic opportunities for them as an alternative to crime. The Peace and Stabilization Operations Program provided \$19.5 million in Haiti over 3 years (2016/2017 to 2018/2019) and expects to provide \$12 million over the next 3 years (2019/2020 to 2021/2022) to strengthen governance in the areas of security and justice, and to prevent violence and conflict.

The Support for a Professional and Inclusive Police in Haiti project

The Support for a Professional and Inclusive Police in Haiti (SPIP) project (the Project) will be part of the bilateral programming corresponding to the priority area of inclusive governance, more specifically in relation to peace and security. It will be part of Canada's ongoing support for the HNP since its creation in 1995 through various projects and its involvement in United Nations missions.⁸

Its implementation will correspond with the end of the bilateral project Initial Training and Professional Development for the Haitian National Police's Managerial Staff (FIPCA): <https://w05.international.gc.ca/projectbrowser-banqueprojets/project-projet/details/A032561001>. At the time of its approval in July 2008, FIPCA was part of the sector dedicated to democratic governance, state building, and the Haitian government's priorities in terms of democratic governance, strengthening justice and public safety. The project, which focuses primarily on training HNP executives, will end in March 2021.

The new Support for a Professional and Inclusive Police in Haiti project will contribute to 3 of Canada's 6 Feminist International Assistance Policy action areas: (i) gender equality and the empowerment of women and girls, (ii) inclusive governance, and (iii) peace and security. By strengthening the HNP's institutional and operational capacities, the project will help stabilize the

⁸There have been several successive United Nations missions in Haiti: the United Nations Mission in Haiti (1993 to 1996), the United Nations Support Mission in Haiti (1996 to 1997), the United Nations Civilian Police Mission in Haiti (1997 to 2000), the United Nations Stabilization Mission in Haiti (2014 to 2017) and the United Nations Mission for Justice Support in Haiti (2017 to 2019). Canada has invested nearly \$120 million in security in Haiti, including nearly \$75 million in contributions to United Nations missions.

country politically and socially, and maintain peace and public safety in a fragile country, which are essential to sustainable development in Haiti.

The first component of the project will focus on improving integrity and the fight against corruption within the HNP by working with the Inspectorate General (IG). It will ensure that the HNP operates professionally, apolitically and with integrity, while including a gender equality approach. This is a key activity to avoid any drift by the institution and to improve the public's trust in its police force.

The second component will focus on enhancing the HNP's human and material resources to carry out its SDP. Through support for the Direction centrale des Ressources humaines et de la Formation [central human resources and training division] (CHRTD), the project will help improve and modernize human resources management in order to have the best resources possible in each position, have a motivated and professional team that believes in its organization, and that sees the HNP as a motivating work environment with interesting career opportunities. The project will also support the Central Administrative and General Services Division (CAGSD) in carrying out a plan to manage and maintain HNP assets and equipment to optimize the use of its resources and ensure that they are maintained in good condition over the long term. Support will also be provided to the Strategic Planning Unit (SPU) to update, monitor and coordinate SDP activities, including the creation of a \$1-million fund for complementary quick-impact activities (see section 5).

Finally, the third component will support the institutionalization of gender within the HNP. It will ensure the empowerment of women within the HNP and address inequalities that hinder their access to promotions and leadership positions. It will strengthen the HNP's institutional capacity to develop a policy to promote gender equality, including the fight against gender-based violence and sexual harassment. The project will raise awareness and train all HNP staff on the advantages and benefits of increased gender equality. It will also invest in defending the rights of female police officers, managers and civilian personnel by strengthening the structures that are responsible for combatting sexual harassment and for handling complaints regarding gender-based violence, including the Inspectorate General, the Coordination of Women's Affairs and Gender Office (CWAGO) and the Cellule de lutte contre les crimes sexuels (CLCCS)⁹, and will promote the fight against impunity for the perpetrators of such crimes.

2 Current situation

2.1 Implementation of the HNP's Strategic Development Plan for 2017 to 2021 (SDP)

The SDP is the HNP's third 5-year development plan. Following the mixed results of the first 2 plans, this new version was intended to be more pragmatic, adopting a more participatory approach to its development and implementation.

The new plan's operationalization model is presented in an annex to the SDP, through a "detailed logical framework" that includes an action plan that allows for both a better expression of goals and expected results, and a better evaluation of its implementation. The SDP also includes a new organizational chart that has not yet been fully adopted. The fact that the SDP was developed by the HNP's SPU, in close consultation with all directorates, units and services, strengthens its institutional ownership.

The first year of the SDP's implementation (July 2017 to June 2018) was evaluated by the HNP's Directorate General, with the participation of members of the SPU and the Inspectorate General, and the support of MINUJUSTH. The report, published in September 2018,¹⁰ highlights the underfunding

⁹ In the new organizational chart, the current ULCS will become the Cellule de lutte contre les crimes sexuels (CLCCS).

¹⁰ HNP, 2017 to 2021 SDP, first annual evaluation, September 2018.

of the HNP by the Haitian government, which allocated 6.57% of the national budget to it, when the identified needs corresponded to 10.79% of the budget. There is also a shortfall in funding from technical and financial partners (TFPs), which can be interpreted as a response to the government's weak engagement. The evaluation also highlights the fact that 61% of TFP funding for the HNP is related to ongoing projects that are scheduled to end in 2019.¹¹ This situation is all the more problematic in that it comes at a time when MINUJUSTH is ending and being replaced by a much more limited political mission.

According to the above evaluation, the rate of completion of priority actions in the first year of the SDP's implementation is 27.6% according to the calculation method used (100% for actions completed, 60% for actions at an advanced stage, 30% for actions at the preliminary stage and 0% for actions not started), regardless of the relative importance of the activities. As for the 19 actions started and to be completed in 2017, the completion rate is 39.5%. The evaluation reports that, if the first priority action (adoption of the organic law) had been carried out, it would have resulted in 17 other interrelated priority actions being carried out, bringing the completion rate to 46%.

The recommendations in the evaluation focus on:

1. Reframing the SDP to adapt it to Haiti's socio-economic reality and strengthening the HNP's financial resources;
2. Strengthening the HNP's capacities by respecting the financial commitments set out in the SDP, which requires the following, among other things:
 - Strengthening state ownership and involvement in the SDP
 - Relaunching discussions between the HNP and TFPs following the first-year review
 - Initiating a reflection on reform and a strategy to ensure continuity following the planned departure of MINUJUSTH and the arrival of UNIOH
 - Finalizing the review of the organic law and obsolete directives
 - Strengthening the gender aspect by developing synergies and collaboration, and by integrating this aspect into all implementation strategies
 - Strengthening the supervision of all staff, particularly new recruits, the Prisons Administration Directorate (PAD) in human resources, in the fields of computing, maintaining and managing order, infrastructure construction, etc.
 - Strengthening the PAD's organization, particularly in human resources
 - Ensuring greater transparency and thoroughness in managing human, material and financial resources
 - Strengthening the HNP's capacity to maintain and restore public order
 - Intensifying the construction and renovation of police stations, and implementing an adequate maintenance plan
 - Supporting the SDP's implementation by carrying out actions that do not require financial commitment, as soon as possible
3. Strengthening monitoring/evaluation mechanisms.

¹¹ It should be noted that the Canadian FIPCA project was among the projects that were supposed to end in 2019 at the time of the evaluation, but it has since been extended to March 2021.

3 Expected project results

The ultimate outcome of the project is: **The population of Haiti, including women and marginalized groups, is better served and protected by the Haitian National Police.** The project is intended to contribute to the SDP's overall objective, which is to "strengthen the legal frameworks and institutional, structural, organizational and operational capacities of the HNP in order to improve its image and credibility with the public and equip it with values that respect human rights and international policing standards for the safety of all" (see the logic model in Appendix A).

3.1 Implementation approach

- An approach that always includes women's perspectives, in an equitable manner and at all stages of project implementation, from the development of initiatives to their final evaluation, including recruitment, training and consultation activities.
- Peer coaching support in technical assistance will be prioritized through the involvement of Canadian police forces present within the HNP and/or the use of retired police officers. To this end, where possible, the project will use the CPA, which governs the deployment of Canadian police officers in support of international peacekeeping operations and other stabilization missions.
- Principle of linking actions with the directions and areas of intervention of UNIOH, which replaced MINUJUSTH on October 15, 2019.
- Coordination with other TFPs involved in supporting the HNP, particularly the Bureau of International Narcotics and Law Enforcement Affairs' HNP support program at the United States Embassy, which will continue to provide support over the coming years.
- Establishment of a fund managed according to flexible and transparent terms to fund complementary quick-impact activities that help achieve the results of the 3 components, 50% of which must be allocated to GE;
- Iterative and participatory approach, identification of best practices and lessons learned in annual reports for consideration in subsequent programming. Flexibility and adjustment in action plans to reflect the evolving context and priorities of the HNP.

4 Project organization/governance

4.1 Recipients

All HNP personnel (about 15,000 police officers) would directly benefit from the project through more effective career management. Female police officers (1,400), those wanting to join the institution and those in administrative positions would particularly benefit from measures aimed at ensuring their integration in greater numbers, and their promotion and advancement within the institution. Finally, with better processing of internal and external human rights complaints, and a more professional and inclusive police force, the entire Haitian population, including the most marginalized groups, would be indirectly affected and would benefit from improved peace and security.

4.2 Roles and responsibilities

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

As a donor, DFATD must ensure the efficient use of Canada's financial commitments and that the project respects Canadian standards and procedures. The Haiti Program team in Ottawa and in Port-au-Prince will be supported in its tasks by specialists and Consultants employed by the Embassy and the Field Support Services Project (FSSP) in Haiti to support its follow-up actions in the field. DFATD has the following responsibilities, at headquarters and in the field:

- i. Through representatives of the Embassy of Canada in Port-au-Prince, ensure formal communications with the Government of Haiti and HNP high command
- ii. Ensure policy dialogue with the Haitian authorities and other TFPs engaged with the HNP
- iii. Approve the makeup of the various project committees
- iv. Liaise with the Consultant on all matters related to the project
- v. Analyze, comment on and obtain approval from the steering committee for the various work plans (Project Implementation Plan (PIP), Annual Work Plans (AWPs), and mid-year, annual and financial reports, as well as any other deliverables submitted by the Consultant
- vi. Supervise the project's progress toward achieving the expected results and, as needed, make the necessary recommendations
- vii. Perform administrative and financial management of the project to assess its progress
- viii. Conduct project monitoring, evaluation and/or financial audit missions
- ix. Ensure external communications regarding project results

4.2.2 The Consultant

The Consultant's mandate is described in detail in Annex B – Specific Mandate of the Consultant. The Consultant will be responsible—in close cooperation with the HNP and the structures targeted and other government organizations concerned—for implementing the project effectively and efficiently in accordance with the principles of results-based management (RBM) and aid effectiveness. The Consultant's primary responsibility will be to mobilize a local team to ensure delivery of the expected services. The Consultant must also be able to quickly provide all the expertise needed to deliver timely technical assistance as needed. The Consultant must also ensure that technical assistance activities are delivered in a way that promotes knowledge transfer and increases the capacities of the target partners in a sustainable manner.

The Consultant will use and promote a participatory, inclusive and proactive approach to ensure the sustainability of project interventions.

4.2.3 HNP high command

As a direct beneficiary, the HNP's role is to ensure the smooth conduct of the project's activities. Its main responsibilities are as follows:

- i. Co-chair the project's steering committee with DFATD
- ii. Participate in the project's technical committee
- iii. Identify a point of contact to participate with the Consultant in developing the PIP during the start-up phase
- iv. Ensure close collaboration between key structures and the Consultant
- v. Designate anchor points within key structures to ensure smooth and effective running of the Project, particularly for institutional diagnostics and the analysis of training needs
- vi. Promote the recruitment of additional staff and ensure sufficient human and financial resources within the structures targeted by the project
- vii. Identify a point of contact within the HNP's main bodies to promote the institutionalization of GE

- viii. Foster synergies and coordination, share any other initiatives in support of the HNP with DFATD and the Consultant
- ix. Follow up on and monitor technical assistance and training activities that are part of the project

4.2.4 Project structures and decision making

4.2.4.1 Steering committee

A steering committee will be established at the start of the project as its decision-making body. Co-chaired by DFATD and the HNP, it will be responsible for approving project implementation plans and annual work plans submitted by the Consultant to confirm alignment with the project's strategic direction, as defined by DFATD. It may also recommend any other initiative that could help achieve the project's objectives and results. The Consultant will act as secretary of the steering committee. The committee will meet at least once a year to approve the PIP, the annual work plans, the administrative and financial performance reports, and the various deliverables submitted by the Consultant. The steering committee's main responsibilities are as follows:

- i. Approving the PIP, the successive AWP's and the annual performance reports
- ii. Issuing strategic opinions on the project's directions and execution
- iii. Approving any adjustments to the project based on recommendations by the technical committee
- iv. Resolving any other issues under its authority, as needed

4.2.4.2 Technical committee

A technical committee will also be established at the start of the project. It will be made up of officials (anchor points) from each of the key structure targeted by the project and the Consultant. It will be co-chaired by the Consultant and a senior official appointed by HNP high command. Any person may be added whose expertise and skills may help its work. The Consultant will act as secretary of the technical committee and will provide any technical and logistical support that it may need in relation to its activities. Meeting every 6 months, its main tasks include:

- i. Analyzing and providing advice, recommendations and proposals to the steering committee on the PIP, the AWP's, budgets, and mid-year and annual financial and performance reports
- ii. Reviewing the relevance and potential of intervention strategies and tools proposed for the project's implementation, and giving recommendations to improve its effectiveness
- iii. Monitoring the progress of project activities against the schedule, AWP's and progress reports
- iv. Promoting synergies and coordination between the structures targeted and the coherence of project activities with respect to its 3 components
- v. Encouraging dialogue and coordination between all stakeholders involved in carrying out the project, to facilitate achievement of the expected results

5 Fund for complementary quick-impact activities

A \$1-million fund will be set up for one-time activities that may have a leverage on achieving project results or to eliminate constraints that hinder or limit the achievement of the project's expected results. This could consist of technical assistance, the purchase of equipment or small constructions.

The Consultant must propose the terms for managing this fund, including selection criteria, approval process and contracting procedures according to the value of goods or services to be purchased to carry out the activities funded.

6 Risks

The political and socio-economic context that has continued to deteriorate since July 2018 remains of great concern, and the lack of prospects for a solution to the crisis will certainly have a negative impact on the project's implementation. This context of considerable political fragility, which has not been seen since the 2004 coup d'état, is a real threat to the country's stability and poses a number of risks, including the following:

- i. Increased insecurity due to armed street gangs, combined with popular demands and the climate of political uncertainty in the country, weakens the government and places great demand on HNP officers, who are no longer available to play a full role in the project's activities (level of risk: moderate to high).**

Haiti remains a fragile state with very weak governmental structures. A tense social climate could seriously compromise the project's effectiveness if the bulk of the HNP's energies and resources were mobilized to restore order and security.

- ii. Validation of the organic law on the HNP by the executive and parliament is continually delayed, resulting in significant delays in the SDP's implementation (level of risk: moderate to high).**

There will be a risk that the process of adopting the new organic law on the HNP will be politicized and lead to haggling between the executive and legislative levels, and this could lead to undesirable amendments to the law. In addition, parliament's poor performance in adopting new laws could also unduly delay the modernization of the HNP, as several priority structural changes depend on the adoption of the organic law on the HNP.

- iii. There is no political will within the HNP to move forward with reforming the institution to make it a professional police force serving the rule of law, peace and public safety (level of risk: low).**

Clearly, a capacity-building project like the SPIP project can only be successful if it has the approval of the HNP high command. In this respect, the SDP concretely crystallizes the will of the Haitian authorities to put the necessary conditions in place for the professionalization of the HNP and to make it more inclusive.

- iv. The Consultant is not able to mobilize the technical expertise to properly support and work with the HNP in its capacity-building activities set out in the project (level of risk: low).**

The capacity-building needs will be identified through organizational and institutional diagnostics and analyses during the project's start-up phase, and the Consultant will use internal and external resources to meet these needs. However, specific and specialized needs may emerge for which it would be hard to find qualified resources quickly.

- v. The low salaries paid within public institutions in Haiti, including the HNP, have a negative impact on employees' motivation and participation in project activities, which can lead to a form of passive resistance and compromise the achievement of results (level of risk: medium to high).**

The active participation of HNP members in project activities will be essential to achieving results and to inducing the expected changes in the HNP's institutional culture. The lack of motivation, often

caused by the extra effort required of government employees, is a recurring problem that must be addressed at the start to ensure that the project is properly taken on and valued within the institution.

vi. There is strong resistance to change within the HNP (level of risk: moderate to high).

To achieve project results, it is essential that those responsible for the HNP's partner structures and the recipients of the capacity-building activities buy into the methods and new ways of working. Institutional and organizational capacity building require that it include a change management and communication strategy to mitigate the resistance inherent to any change undertaking, particularly in relation to GE.

vii. Lack of stability in senior staff in positions for which they have been trained (level of risk: moderate).

This risk is inherent to any capacity-building project, as trained managers may leave or be deployed elsewhere. There is a high rate of staff turnover in the structures targeted by the project, which could diminish the sustainability of the actions carried out.

viii. The implementation of the institutionalization of GE faces considerable resistance from HNP staff, including senior management (level of risk: moderate to high).

The GE approach has made some progress within the HNP, but the structure responsible for institutionalizing GE is still very weak and, even with the project's support, could be confronted with the weight of tradition and current gender stereotypes within the population. There is also work to be done to encourage the social acceptance of GE, in the population, which does not always easily accept having to deal with female police officers, and within the HNP, where having women in decision-making positions is often problematic for male subordinates.

7 Constraints

The project will take place in an environment in which it will not control all aspects. Several constraints will affect its pace of implementation. The main ones are discussed below.

i. Budget constraints

The Haitian authorities estimate the amount of the expected contribution from the international community for completing the entire reform of the HNP at US\$546 million. With the departure of MINUJUSTH, Canada is one of the main TFPs supporting the HNP, after the United States. Needless to say, the project's budget (\$12.5 million) is still limited compared to the extent of the needs expressed in the SDP. The first-year evaluation of the SDP's implementation (2017/2018) highlighted the significant underfunding, both by Haiti and by the TFPs, as one of the main constraints to achieving the desired results.

Despite the wish that Haiti's contribution be disbursed to the project on a regular basis and within the scheduled time so as not to jeopardize the activities, it is very likely that this will remain wishful thinking. The Haitian government is facing major economic problems that will get worse and it is a serious trend that will take time to reverse.

While advocating iteration and flexibility in carrying out project activities, the Consultant will need to exercise a lot of budgetary discipline to maximize Canada's investment.

ii. Constraints regarding the involvement of HNP human resources in project activities

The salaries of employees in the public service, and in public and para-public institutions like the HNP are generally so low that many employees need to have other jobs or other sources of income to survive. This chronic situation is a barrier to staff participation in the project's institutional support activities, which are seen as work overload. The Consultant will need to take this reality into account,

and explore lessons learned and best practices in this area to circumvent this constraint and promote the optimal participation of HNP staff in its activities.

iii. Legislative constraints

The project proposes to support the HNP in implementing its modernization and professionalization strategy, as outlined in the SDP. Among the key structures targeted by the project, some will need to undergo organizational changes that will impact their level of autonomy, their budget, their recruitment needs, etc. For some structures, bills are already being drafted, but for others, there is still no legal framework for this transition, which is based on the adoption of the new organic law for the HNP, an adoption whose timetable remains uncertain.

8 Analyses

8.1 Gender equality (GE)

Women and girls in Haiti continue to face many barriers in terms of both education (adult women are still less educated than men and are more likely to be illiterate) and health (maternal mortality is very high and women are more likely to suffer from malnutrition).

Women are also disadvantaged in the labour market. Affected by unemployment and lower wages, they are more likely to work in the informal sector. Gender-based violence is also widespread. According to the World Bank, 13% of women in Haiti have experienced sexual violence and 29% who have already been married have suffered domestic violence. A 2011 survey by the World Bank found that 64% of pregnant teenagers questioned had become pregnant as a result of rape.

Politically, women play a very small role in public life due to the many constraints they face, including considerable violence and intimidation. In 2019, they made up only 3% of the legislative assembly. There are only 4 women in parliament, including 1 senator (out of 30) and 3 deputies (out of 99). Women's access to the public sphere remains complicated, despite the recent adoption of measures that set a quota of at least 30% women in all public positions.

Despite these discouraging facts, it should be noted that Haiti has made remarkable progress in recent years in developing policies and action plans to promote GE. The *Politique d'Égalité Femmes Hommes 2014/2034* [policy for equality between women and men 2014/2034] adopted in 2014 was officially launched in March 2015. The *Plan d'action national d'Égalité Femmes Hommes 2014/2020* [action plan for equality between women and men 2014/2020] was also adopted in 2014. In addition, a national plan to address violence against women (2017/2027) was adopted in January 2017. Although there has been little progress in their implementation due to poor institutional capacity and a lack of human and financial resources, the adoption of this policy and these action plans formalizes the institutional framework on which the objectives of promoting GE within the HNP can be based.

Gender equality within the HNP

The level of integration of GE within the HNP remains difficult. Despite considerable efforts by the HNP over the years, women account for 9.9% at most of the entire police force (and only 6.15% of middle management and 4.69% of senior management). Barriers to the inclusion and advancement of women within the institution include: recruiting processes that are not well suited to women; underuse of women's potential due to less access to training and promotions within the HNP; limited opportunities; little access to training and promotions; and, in general, onboarding infrastructures that are not well suited to their needs and an environment that does not value respect or equality. However, strategic area 1 in the 2017/2021 SDP, which the project is a part of, takes gender equality in account by integrating priority activities and actions that represent adequate responses to reduce inequalities.

In 2015, with the help of Norwegian cooperation and MINUJUSTH, the HNP established a sex crime unit (UCLS). Today, that unit has about 15 employees, 10 of whom have been trained at the Nicolet police academy in techniques for investigating sex crimes. The SCU is under the Central Directorate of Judicial Police (DCPJ) and its mission is as follows: (i) to deal with cases of sexual violence of all kinds; (ii) to take preventive action to avoid all forms of sexual violence; (iii) to combat sex crimes; and (iv) to provide support to victims of sexual violence to encourage them to file a complaint so the offenders can be brought before the appropriate courts.

It is hard to gather data on the number of victims of GBV due to a lack of reliable statistics both within the HNP and externally. Externally, victims face several socio-cultural barriers, including from their own families, weakness and discrimination in taking in victims of GBV, and a lack of support in steps taken with various institutions, including the HNP, which is a deterrent and discourages them from filing complaints.

8.2 Governance and human rights

In accordance with the principles of aid effectiveness, Canada's Feminist International Assistance Policy and Canadian values, the project should be compatible with international human rights standards. An analysis of this will need to be conducted to ensure that the project is consistent with key human rights principles, such as equality and non-discrimination of all people before the law, participation and inclusion of everyone in the conduct of public affairs, and transparency and accountability to ensure the active and informed participation of the poorest, most marginalized and most vulnerable groups in governance structures.

One of the main causes of the socio-economic crisis and mass poverty in Haiti is poor governance. The country was long governed by authoritarian and corrupt regimes that made it impossible to create an environment that was conducive to sustainable growth and the equitable sharing of wealth. There is a high concentration of economic wealth in the hands of a few large families who maintain close ties with politicians. It is based on rents and imports, not on reinvestment in the country, which reinforces the unequal distribution of wealth. This great concentration of economic power accentuates inequalities.

The fragmentation of the political elite prevents consensus or joint decisions and their implementation, which leads to further instability. The fragmentation of political stakeholders and the difficulties in reaching a social consensus accentuate the country's fragility. The conflicts between "political factions" often turn to violence, through the use of street gangs.

The constitution adopted in 1987 divides, as it allocates executive and legislative powers in a way that reinforces legislative power and makes it hard to exercise executive power. However, parliamentary activity is characterized mainly by the ineffectiveness of members of both chambers, who do not adequately fulfill the requirements of their mandate. In 2018, about 30 sessions were held by elected officials, when there should have been 80. As a result, they were able to vote on only 7 bills out of over 80 pending. This situation is very badly perceived by the public, who readily identify parliament as a major hindrance in the country; this is why it is important to reform the 1987 constitution, an essential step in modernizing public institutions in Haiti, including the HNP.

Impunity and corruption¹² fuel popular anger and undermine the government's credibility. Judicial institutions are weak and the organization of the judiciary is completely deficient, particularly given corruption and its lack of independence. The Ministry of Justice and Public Safety (MJPS), to which

¹² The 2018 Corruption Perceptions Index, published on Tuesday, January 29, 2019, by Transparency International, shows that Haiti regressed in the global corruption ranking, and is in a somewhat unenviable 161st place out of 180 countries with a score of 20 out of 100. In 2017, at the same time, Haiti's score was 22 out of 100, compared with 20 out of 100 in 2016 and 17 out of 100 in 2015, the country's worst score over those 3 years. Published on 2019-01-29, The Nouvelliste.

the HNP reports, is seen as one of the weakest in the country and is perceived by the public to be one of the most corrupt. Corruption is endemic in the public administration (overbilling, abuse of power, customs fraud, bribes and racketeering to obtain a public service, a favourable decision, a contract, etc.). As salaries in the public service are low, it is not uncommon for public servants to have two jobs. Anti-corruption organizations are sorely lacking in resources and means, and their performance in terms of the number of convictions obtained over the last 2 decades is very low. With such disappointing results, the likelihood of punishing a corrupt individual in Haiti is almost null. The lack of progress and confusion surrounding proceedings in the PetroCaribe scandal are an unfortunate example of this. There is general mistrust of the government and many do not believe that the current administration is capable of implementing the transparency and accountability measures needed to reduce corruption, which is an important factor related to instability.

Precariousness, gender inequalities and a lack of power among women and girls are at the root of exclusion, human rights violations and economic vulnerability.

Various basic human rights are not protected in Haiti, and very little effort has been made to reverse the culture of impunity associated with human rights violations. Haiti has no specific legislation against domestic violence, sexual harassment or other forms of violence against women and girls. Gender stereotypes and prejudices persist, as do insecurity and gender-based violence. Nearly 29% of women between the ages of 15 and 49 have experienced physical violence. In 45% of cases, the violence was committed by the woman's partner. With respect to sexual violence, over 12% of women reported having experienced sexual violence at some time in their life (rape has only been a crime since a ministerial decree in 2005). Gender inequalities and disparities remain a major challenge in Haiti and represent an enormous economic and social cost: 43.8% of women are the heads of single-parent households, and social burdens related to family obligations are among the factors that increase their vulnerability. There is a direct link between their precarious situation and youth involvement in street gangs and crime.

In that context, it is essential that the HNP's capacities be strengthened, particularly the units responsible for respect of human rights and fighting GBV. Despite strong criticism against it, the HNP is still one of the institutions with the greatest credibility in the eyes of the Haitian people.

8.3 Environment

Haiti occupies the western third (27,750 km²) of the island of Hispaniola, the second-largest island in the Caribbean, after Cuba. Located directly in the path of cyclones and hurricanes, it frequently experiences El Niño/ENSO heat waves.

Located in an area of major tectonic faults that separate the Caribbean and North American plates, the country is exposed to extreme natural phenomena that often cause major disasters (hurricanes, flooding, drought, earthquakes, etc.). Climate change-related phenomena accentuate these by disrupting temperature and precipitation patterns. According to the global climate change index, Haiti is the third-most-climate-event-affected country. Indeed, Haiti is the Caribbean country that suffered the greatest number of catastrophes per square kilometre between 1971 and 2014 (5 per 100 km², not counting the 2010 earthquake).

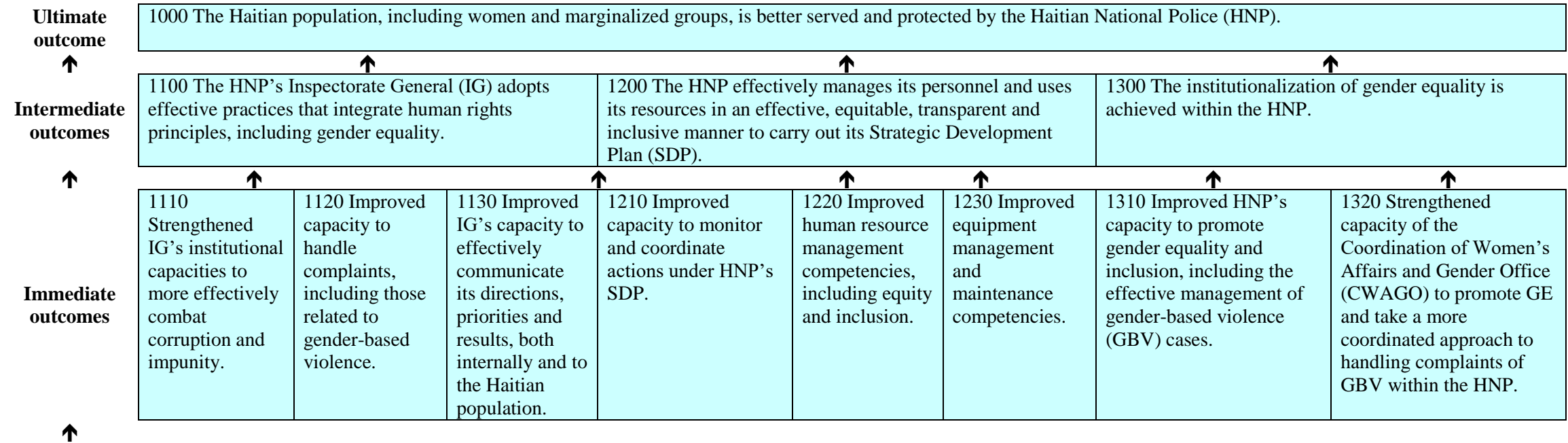
Moreover, Haiti is experiencing a general and accelerated degradation of its environment, particularly over the last 3 decades. The forest cover is receding, the soil is eroding and microclimates are changing, to the extent that restoration of the essential elements (water, air and soil) now seems difficult to achieve. Twenty-five of the country's 30 watersheds are completely eroded. With an estimated population of more than 11 million in 2017, 53.6% of whom are in urban areas, and a population density of about 400 inhabitants/km², the Haitian space and its natural resources are increasingly unable to correctly assume their roles. Providing an opportunity for economic, political

and social upward mobility, the main cities are being invaded by increasing and anarchic use of urban space, making them the scene of alarming and unprecedented ecological and social disasters.

The effects of environmental pressure on social organization will affect the project. The rural exodus to the big cities and the marginalization of an increasingly large section of society are contributing to greater social instability and increasing pressure on the HNP to maintain order. In a context of reduced international support for the HNP, the project becomes even more strategic to support and equip the HNP to meet the population's growing needs.

Appendix A: LOGIC MODEL

Title	Support for a Professional and Inclusive Police in Haiti (SPIP)	No.	P005628	Team Leader	Édith Gouin
Country/Region	Haiti	Budget	\$12.5 million	Duration	5 years



Outputs

<p>1111 IG's institutional analysis completed and validated. 1112 IG's capacity-building program adopted and implemented. 1113 Vetting process consolidated and implemented. 1114 HNP's code of conduct, ethics and professional conduct consolidated and implemented. 1115 Anti-corruption and integrity mechanisms updated and implemented.</p>	<p>1121 Roles and responsibilities within the human rights division (DH-ÉG) reviewed and improved for better management of complaints. 1122 DH-ÉG equipped to better handle and follow up on complaints. 1123 Inclusive capacity-building plan adopted and implemented.</p>	<p>1131 Effective reporting technique training provided. 1132 Process for publishing and tracking IG reports improved. 1133 Increased number of forums for exchange and dialogue between the HNP and the public, particularly with women and marginalized groups.</p>	<p>1211 Governance of the SDP improved. 1212 The SDP management unit is operational. 1213 SDP's monitoring/evaluation mechanisms strengthened and implemented. 1214 Initiatives that are complementary to the SDP developed and implemented through a reactive fund.</p>	<p>1221 Institutional analysis of the CHRTD¹³ completed and validated. 1222 CHRTD's capacity-building program adopted and implemented 1223 Transparent and inclusive recruitment policy implemented. 1224 Competency-based, transparent and inclusive career plan implemented. 1225 GE-based, transparent and inclusive performance evaluation system implemented. 1226 Computerized HR</p>	<p>1231 Inventory of HNP assets completed. 1232 System for managing and tracking HNP assets updated and functional. 1233 Appropriate HNP staff trained in the sustainable maintenance of assets.</p>	<p>1311 Diagnostic study of the gender issue within the HNP, including GBV, conducted and results validated. 1312 Gender management and promotion policy developed, validated, published and integrated into all HNP activities. 1313 Action plan for adapting facilities and equipment to the specific needs of women validated and implemented.</p>	<p>1321 Institutional analysis of the CWAGO conducted and validated. 1322 CWAGO capacity-building plan validated and implemented. 1323 Coordination between the CWAGO, the sex crime unit (CLCCS) and the IG improved to better handle GBV cases.</p>
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				management system functional and effective.			
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See tip sheet 2.1 [Results-based management, Results Chains and Definitions](#) and GAC's *Results-based Management for International Assistance Programming: A How-to Guide* (second edition, 2016) for additional guidance.

Annex B – Specific Mandate of the Consultant

1. Title: Support for a Professional and Inclusive Police in Haiti (SPIP)

2. Objective(s)

The Consultant shall implement and manage the project to strengthen the capacities of the Haitian National Police (HNP) to maintain order in a precarious security environment. To this end, it will need to improve the Inspectorate General's capacity in the fight against corruption and the defence of human rights, including gender equality, improve and modernize management of the HNP's human and material resources in order to optimize its effectiveness and make the profession more attractive, and ensure the institutionalization of gender equality within the HNP and in all its activities.

3. Description of services to be provided

The Consultant shall commit and deploy high-quality institutional, organizational and professional resources to provide the technical assistance services required as part of the project in order to achieve the results set out in the logic model. When the required expertise is available locally, the Consultant shall make every effort to prioritize those local resources. If the Consultant uses technical specialists from Canada or elsewhere, it shall ensure that the skills and knowledge are transferred to build the capacities of local counterparts. Peer training shall be prioritized through the use of seconded or retired police officers. The Consultant shall review and evaluate the performance of contracted specialists to ensure the quality of services and compliance with professional standards.

Throughout the project, the Consultant shall ensure the integration of gender equality, governance and the environment through the use of qualified thematic advisers, as required.

3.1 Provision of professional services

To carry out this project, the Consultant shall identify a qualified person for the following core positions and shall present a curriculum vitae for each person proposed.

3.1.1 Long-term project director, based in Port-au-Prince, Haiti

The project director shall be responsible for the overall management of the project, coordination of the project team in Haiti and administration of all project resources (human, financial and material) managed in the field. The incumbent will be based in Port-au-Prince and will represent the Consultant in Haiti. This is a full-time position.

Specific responsibilities

The project director's duties include, but are not limited to, the following:

- A. Providing efficient management of the entire project from Port-au-Prince. This includes:
 - a) identifying and implementing a management unit in Port-au-Prince, including assessing the possibility of housing the project within the HNP or one of its decentralized structures

- b) managing the set-up of the project office in Port-au-Prince and making it fully functional (including the selection of local staff, the purchase of materials, equipment, furniture)
 - c) ensuring efficient day-to-day management to help achieve the project's expected results
 - d) under the Consultant's direction, helping to develop all deliverables, as described in section 7.1, Narrative reports
 - e) supervising the Consultant's human resources (employees and sub-Consultants) based in Port-au-Prince and on short-term missions there
 - f) ensuring efficient administrative and budgetary management of the project for all expenditures incurred in Port-au-Prince, in close cooperation with the project officer in Canada, including establishing a fund for complementary quick-impact activities
- B. Providing efficient management of the project in order to help achieve the expected results. This includes:
- a) providing strategic management of the project
 - b) ensuring ongoing communication and coordination with HNP officers and other relevant government bodies
 - c) organizing and coordinating the collection of baseline data to develop the performance measurement framework (PMF) so that project activities can be effectively monitored on the basis of the expected results in the logic model (LM) and that the achievement of results can be measured based on the principles of results-based management (RBM)
 - d) with the support of the senior adviser, and in close cooperation with partners (HNP, departments and other relevant organizations, TFPs), managing the process of identifying and prioritizing the HNP's capacity-building needs
 - e) directing the preparation of the project implementation plan (PIP), which will include a PMF and an initial annual work plan (AWP), and having them approved by DFATD and the project's steering committee
 - f) ensuring the quality of the work of the senior human resources management adviser, including in the provision of technical assistance (TA) services
 - g) with the support of the senior human resources management adviser, and in accordance with the procedures manual, help recruit Canadian and international experts responsible for carrying out TA services
 - h) coordinating and monitoring execution of the PIP and the AWP to ensure the expected results set out in the LM are achieved
 - i) ensuring that all of the experts responsible for delivering TA follow the principles related to the participatory approach and the transfer of skills and knowledge to recipients to promote sustainable capacity building in the project's implementation, and making appropriate adjustments as needed

- j) promoting the sharing of information, including lessons learned and best practices, between the project's experts and with the other TFPs, and ensuring that these lessons learned and best practices are integrated throughout the project
 - k) anticipating project-related risks and issues, and taking appropriate, timely measures
 - l) attending the project's steering committee meetings and serving as its secretary (convening participants, organizing logistics for meetings, preparing minutes, etc.)
 - m) performing all other tasks relevant to achieving project results
- C. Establishing an effective relationship with the Embassy of Canada in Port-au-Prince. This includes:
- a) meeting regularly with the project leader at the Embassy of Canada in Port-au-Prince, and with Canadian cooperation advisers, to keep them informed of the project's activities, progress, results, challenges, etc.
 - b) keeping the Embassy of Canada informed of any issue that might require strategic policy dialogue actions
 - c) keeping the Embassy of Canada informed of the activities of other stakeholders in support of the HNP
- D. Developing and managing effective working relationships with the highest levels of the HNP, especially within the structures supported. This includes:
- a) serving as the main point of contact for the project's institutional anchor points within the HNP
 - b) in cooperation with the senior human resources management adviser, developing and maintaining effective, professional and cordial relationships with the managers identified as points of contact within the various recipient structures of the HNP
 - c) participating in consultations, events, seminars, meetings, etc. that may contribute to achieving the results
 - d) establishing and maintaining communication with contacts from other initiatives in support of the HNP
 - e) providing conflict management and advising DFATD of any conflict situation and taking any necessary, timely action to avoid seeing the situation deteriorate

3.1.2 Gender equality/human rights specialist based in Canada

The gender equality/human rights specialist (GE)¹⁴ will be based in Canada. This is a part-time position.

The duties of the gender equality/human rights specialist include, but are not limited to, the following.

In cooperation with the project director and the relevant members of the project team:

- a) developing the GE strategy for the PIP and the project's annual GE action plans

¹⁴ Although the human rights component must be an integral part of the project approach, for simplicity, and considering the importance of the gender equality component, we will refer exclusively to the GE specialist.

- b) helping to prepare the project's PIP, PMF, AWP and performance reports
- c) assisting in the collection of baseline data for the development of the PMF to facilitate the monitoring of all GE and human rights (HR) results in the LM, particularly those for the component on institutionalizing GE within the HNP
- d) ensuring the integration of gender equality and empowerment of women in project activities
- e) overseeing and supporting the work of the GE adviser in the field
- f) assisting in establishing a bank of Canadian and international experts who specialize in the GE areas of expertise identified for the needs of the project's TA activities
- g) in cooperation with the project team and in accordance with the requirements set out in the procedures manual, helping to recruit Haitian, Canadian and international specialists responsible for delivering TA services in relation to GE and HR

3.1.3 Long-term senior human resources adviser, full-time position

Given the complexity and scope of the project to support a professional and inclusive police force in Haiti, the Consultant shall make a senior human resources management adviser available, with a dual mandate: the adviser will support the project director in managing the project, and will provide TA to the HNP, specifically to the Central Human Resources and Training Division (CHRTD). The senior adviser will specialize in human resources management and will be based in Port-au-Prince.

The duties of the senior adviser include, but are not limited to, the following:

- A. In coordination with the project director, supporting the planning, management and monitoring of the project to foster the achievement of its expected results. This includes:
 - a) directing the process of identifying and prioritizing capacity-building needs (needs analysis) in a participatory manner within the HNP, particularly the relevant structures (CHRTD, IG, SPD and CAGSD)
 - b) defining TA mandates for recipient structures in a participatory manner
 - c) helping to prepare the project's PIP, PMF, AWP and performance reports
 - d) ensuring the effective and coordinated implementation of the PIP and the AWP to achieve the expected results, in accordance with RBM principles
 - e) managing data collection on an ongoing basis to monitor progress in the field
 - f) implementing (and maintaining) a bank of local specialized experts who will be added to the bank of Canadian and international experts and will be used whenever local experts can be used
 - g) identifying employees, and identifying and recruiting local and regional experts to fulfill TA mandates (if the project director or senior adviser are unable to do so themselves)
 - h) negotiating and managing contracts with local and regional subcontractors

- i) ensuring the quality of deliverables and services delivered by all resources and subcontractors (Canadian, international, local, regional) to achieve the expected results, in accordance with the AWP, in a timely manner and on budget
 - j) ensuring overall monitoring of the project to promote a consistent and efficient intervention approach that facilitates the achievement of expected results, synergies and economies of scale
 - k) helping to implement and manage the fund for complementary quick-impact activities
 - l) encouraging and promoting the integration of cross-cutting themes throughout all project activities using an approach that values GE, the environment and HR
 - m) attending meetings of the project's steering committee, the technical committee and any other relevant working groups that will be established
- B. Ensuring the delivery of TA activities in the field of human resources management. This includes:
- a) providing technical expertise and advisory services to recipients
 - b) providing training to recipients
 - c) suggesting new work practices/systems/tools to recipients
- C. Helping to establish an effective relationship with the Embassy of Canada in Port-au-Prince, particularly with the person responsible for the project and anyone else at the Embassy who is involved with the project.
- D. Helping to develop and manage an effective working relationship with all of the HNP's institutional partners and with the responsible ministries and other TFPs that support the HNP.

3.2 Staff to be determined after the contract is signed

Curriculum vitae for the following positions shall be submitted to DFATD for approval within 2 months of the contract being signed.

3.2.1 Project officer, based in Canada

The project officer will be based in Canada.

The duties of the project officer include, but are not limited to, the following:

- a) in close cooperation with the project director, assisting in developing all deliverables, as described in section 7.1, Narrative reports
- b) in close cooperation with the project director, ensuring financial management of the project, producing the financial reports to be submitted to DFATD, and preparing invoices and requests for advances
- c) creating and managing a bank of Canadian and international experts who specialize in the areas of expertise identified for the project's TA activities; where appropriate, promote peer support by recruiting current or retired police officers
- d) identifying and recruiting Canadian or international experts to deliver TA mandates, as defined after an analysis of capacity-building needs

- e) managing the contracts of Canadian and international experts deployed in the field for short, medium or long term, in accordance with the procedures manual
- f) providing the project director with all of the assistance required to help him/her carry out his/her mandate, in accordance with the contract between the Consultant and DFATD
- g) serving as the point of contact designated by the Consultant for certain communications with DFATD staff at headquarters in Ottawa

3.2.2 Long-term, local senior gender equality specialist, full-time position, based in Port-au-Prince

Given the complexity and importance of the project's human rights aspect, particularly GE, the Consultant shall make a GE specialist available to the project for its duration, as needed. The role of the GE specialist will include ensuring that gender equality and the empowerment of women and girls are integrated into all stages of the project.

In cooperation with the GE specialist based in Canada, the project director and the senior technical adviser based in Port-au-Prince, the duties of the local senior gender equality specialist include, but are not limited to, the following:

- a) implement the GE strategy defined in the PIP and the activities set out in the annual action plans and GE action plans
- b) assist in developing AWP's and project performance reports regarding the implementation of the GE strategy
- c) help develop the PIP, PMF, AWP's and project performance reports
- d) help identify the HNP's capacity-building needs, taking into account GE and HR, in the structures involved (IG, CHR TD, PDS, CWAGO, CLCCS)
- e) lead the process of the diagnostic study of the gender issue within the HNP in a participatory and inclusive manner, and validate the results of this study
- f) identify and recruit local experts to be in the bank of resources specializing in GE and HR;
- g) manage on an ongoing basis the collection of data used to measure the progress of GE and HR results

The minimum qualifications and experience for the individual in this position are as follows:

- Undergraduate diploma (that is, a bachelor's degree or equivalent) or relevant professional certification in a field related to GE
- Minimum of 60 months of professional experience providing GE advisory services

3.2.3 Local environmental specialist

The role of the environmental specialist is to ensure respect for the environment in all project activities, particularly when implementing small, complementary quick-impact activities. The incumbent shall be based locally and will be used as needed, as determined by the Consultant.

The duties of the local environmental specialist include, but are not limited to, the following:

- a) ensuring respect for the environment in all project activities
- b) conducting an analysis of all activities funded by the fund for complementary quick-impact activities to verify the application of the *Canadian Environmental Assessment Act*
- c) making recommendations to implement best environmental practices

The minimum qualifications and experience for the individual in this position are as follows:

- Undergraduate diploma (that is, a bachelor's degree or equivalent) or relevant professional certification in a field related to the environment
- Minimum of 36 months of professional experience providing environmental advisory services

3.3 Additional technical experts

Part of the budget is reserved for areas of expertise in which additional technical experts may be needed to meet project needs.

Once the technical authority has approved the additional expertise required in the AWP, the Consultant shall be responsible for identifying, subcontracting and managing these technical experts for the implementation of the project and achievement of results.

3.4 Language requirements

All resources recruited in the context of the project must have at least the following levels in French:

Oral proficiency = 4 – Advanced professional proficiency

Reading = 4 – Advanced professional proficiency

Writing = 4 – Advanced professional proficiency

The definition associated with language requirements can be found in Appendix B, Description of language scales/levels.

3.5 Project management

The Consultant shall carry out the duties of manager, administrator and coordinator. The Consultant will assemble the resources required to carry out the project. The Consultant shall be responsible for carrying out the activities required for the financial and operational administration of the project.

The Consultant shall:

- establish and manage a project management unit in Port-au-Prince to facilitate the day-to-day administration of the project, communications, monitoring and logistical needs. In order to not create structures parallel to the government, these offices must be of modest size and have only the minimal staff needed for the effective operation of the project. The possibility of housing the unit within the HNP should be considered so the HNP can benefit from the project's equipment
- recruit and contract various technical specialists to carry out the project activities as defined in the work plans and to achieve its expected results
- develop procedures to guarantee the timely, cost-effective selection, subcontracting, administration and performance measurement of the qualified technical specialists required to meet a range of short- and medium-term needs

- define and oversee the roles and responsibilities of resources or firms to which certain aspects of the project are assigned
- administer and oversee project-funded initiatives to achieve the expected results
- create and maintain a network of local Haitian, Canadian, regional and international resources to meet project needs
- liaise and exchange knowledge with local and national stakeholders, and strengthen donor coordination and harmonization efforts through cooperation and information sharing with other DFATD projects and other donors supporting the HNP or working in the same sectors
- integrate GE, governance and the environment into all aspects of the project as cross-cutting issues
- provide financial services, including the administration, disbursement, tracking and control of DFATD funds, including the fund for complementary quick-impact activities. The Consultant shall create and maintain functional and effective systems for managing and tracking project expenditures and disbursements. The Consultant shall also maintain records regarding expenditures and disbursements
- monitor the project using the approved performance measurement framework and submit reports to DFATD
- provide secretariat services to the project's steering committee by organizing annual meetings (agenda and minutes) and following up on the steering committee's decisions and recommendations
- prepare the reports set out in section 7, Reporting requirements, and submit them to DFATD for approval
- complete the performance measurement framework described in section 7.1, Narrative reports

3.5.1 Inception phase

The inception phase will take place during the first 6 months after the contract has been signed and will begin with the development of an inception phase plan (see section 7.1), leading to the creation of a PIP. Following approval of the inception phase plan, the Consultant shall:

- establish the project office in Port-au-Prince and make it functional (in terms of human, material and logistical resources) for the creation of the PIP
- prepare the project's administrative, financial and procurement procedures manual, as outlined in section 7.1, Narrative reports
- conduct a participatory analysis of the HNP's capacity-building needs with the various structures targeted by the project. The analyses must include a focus on GE
- in cooperation with the HNP, validate and complete the LM in terms of outputs and activities, collect baseline data (gender specific) and prepare the project's PMF, as described in section 7.1
- clarify the project design and prepare a PIP (see section 7.1), along with a 5-year indicative budget and an initial AWP (see section 7.1) covering the project's first year. The final PIP

design must clearly demonstrate that the outputs are realistic and that it is possible to monitor progress toward achieving the expected results effectively and economically

- complete and update the risk assessment, including mitigation strategies
- confirm the project management structure, specifying the hierarchical relations and roles and responsibilities of the project's partners and staff, including the structure of the project office in Port-au-Prince

3.5.2 Implementation phase

The implementation phase will begin upon approval of the PIP, and will continue for the duration of the project.

3.5.2.1 Execution of tasks and activities

The Consultant shall undertake and carry out the activities and sub-activities described in the PIP and updates in the AWP.

3.6 Results-based management

The Consultant shall carry out the project and achieve the results in accordance with the principles of results-based management (RBM).

During the inception phase, the Consultant shall develop a PMF and design performance indicators in a participatory manner with the project's recipients, for all expected results defined in the LM. The Consultant shall also develop indicators that allow DFATD to report on its own results based on corporate indicators to be communicated to the project.

The Consultant shall validate and complete the outputs and determine, in a participatory manner, the key activities to be carried out in order to achieve the results. The PMF shall be included in the PIP and submitted for approval.

The Consultant shall report on the achievement of outputs and progress toward achieving the immediate and intermediate outcomes in the performance reports.

The Consultant shall inform DFATD of any problems likely to jeopardize the achievement of results and suggest solutions.

3.7 Procurement of goods and hiring of 1-time resources

The Consultant shall purchase the goods and services needed to carry out the project, in accordance with the procurement plan and the procedures manual, both described in section 7.1 as annexes to the PIP.

The Consultant must conduct procurement activities in accordance with the principles set out in section 3.10.2 of the General Conditions of Contract.

4. Consultant's role on the committees

The Consultant shall organize and provide secretariat services to the project's steering committee and technical committee, of which the Consultant will be an ex-officio member. Moreover, the Consultant shall ensure that committee members receive relevant documents at least 10 working days before the day of the meeting.

5. Assistance provided by DFATD or the recipient country

DFATD will actively support the project's implementation by participating in the project's steering committee and attending meetings of the SDP implementation monitoring committee (COMOS), which includes the HNP and its major donors.

6. The environment

The Consultant shall explicitly and systematically take into account all environmental considerations that may be raised during the project's implementation. If appropriate, and when feasible, the Consultant shall apply international best practices in terms of environmental analysis and management.

The Consultant shall notify DFATD if any activity that may have an environmental impact is added to the project. In such cases, DFATD may take any necessary action to ensure that the project is not likely to cause significant adverse environmental effects.

In its periodic reports, the Consultant shall report to DFATD on the application of these provisions.

7. Reporting requirements

The Consultant shall submit the following reports to DFATD in accordance with the established standards for content, format, language, number of copies and time frames. Unless otherwise indicated, and where possible, the Consultant shall:

- i. print documents, reports and other material on both sides
- ii. print reports and other documents on recycled paper

Templates

The templates for the following documents will be provided by the technical authority upon request.

- ❖ logic model (LM)
- ❖ performance measurement framework (PMF)
- ❖ project implementation plan (PIP)

7.1 Narrative reports

The narrative reports shall be produced in electronic format, in French.

Title	Time frame (unless otherwise indicated in writing by DFATD)	Content
Inception phase plan	Within 30 days of the contract being signed	<p>The inception phase plan is the Consultant’s work plan for preparing the PIP and making the project team in Port-au-Prince fully functional. The inception phase begins once the inception plan is approved by DFATD. At a minimum, the plan must include the following:</p> <ul style="list-style-type: none"> • inception mission mandate and tasks • methodology, including the level of work for each team member taking part in the inception phase • activities, expected results and scheduling • detailed budget for the inception phase
Project implementation plan (PIP)	<p>Initial version within 90 days of the contract’s effective date</p> <p>Final version within 6 months of the contract’s effective date</p>	<p>The PIP must include, but is not limited to, the following:</p> <ol style="list-style-type: none"> 1) introduction (background, plan methodology) 2) project design <ul style="list-style-type: none"> • context and rationale • updated project outputs • reach and beneficiaries • cross-cutting themes (gender equality, governance and the environment) • updated risk register; identifying risks and mitigation strategies 3) project management and governance

Title	Time frame (unless otherwise indicated in writing by DFATD)	Content
		<ul style="list-style-type: none"> • management approach and structure • stakeholder roles and responsibilities • project committees <p>4) implementation</p> <ul style="list-style-type: none"> • updated logic model, especially the immediate outcomes, outputs, activities • work breakdown structure • timeline • overall intervention strategy (including strategies for consultation, delivery of technical assistance, support and monitoring of recipients, sustainability of results and disengagement) • gender equality strategy • budget per inputs (by line item, at a minimum) • budget per immediate outcomes (approximate) <p>5) project monitoring and reporting</p> <ul style="list-style-type: none"> • updated performance measurement framework (as defined below); • performance reporting framework • communications plan <p>6) Annexes (*see details in sections below)</p>

Title	Time frame (unless otherwise indicated in writing by DFATD)	Content
		<ul style="list-style-type: none"> • revised logic model • revised performance measurement framework* • risk register • procedures manual* • initial work plan*
Project performance measurement framework (PMF)	Annex to the PIP	<p>For each element of the results chain (output, immediate outcome, intermediate outcome, ultimate outcome), the PMF must include, at minimum, the following elements:</p> <ul style="list-style-type: none"> • indicators • baseline data, disaggregated by sex • targets, disaggregated by sex • data sources • data collection methods • frequency • responsibility
Administrative, financial and procurement procedures manual for the project	Annex to the PIP	<p>The Consultant shall produce an administrative, financial and procurement procedures manual containing the following, at minimum:</p> <ul style="list-style-type: none"> • a description of the competitive process for sourcing and paying for professional services (local, regional, Canadian and international employees and sub-consultants) for the execution of the TA mandates

Title	Time frame (unless otherwise indicated in writing by DFATD)	Content
		<ul style="list-style-type: none"> • a description of the competitive process for purchasing goods • a description of procedures regarding the intellectual property of the project's outputs (including work tools produced by the Consultant's sub-consultants) • a description of procedures for the security, management and inventory of assets, functions of local office staff
Initial work plan	Annex to the PIP	<p>The Consultant shall submit an initial AWP describing, for the first year and for each 6-month period, the expected results and the activities planned in relation to the related targets, and the baseline situation from which the project will intervene. It will describe the planned activities for each target organization, and the human, financial and material resources required for their execution. The AWP must, at minimum, include the following:</p> <ul style="list-style-type: none"> • methodology • expected results • objectives for the year with a view to achieving the expected results • main activities and outputs (goods and services) planned with a view to achieving the expected results • schedule of planned activities for each 6-month period • annual budget

Title	Time frame (unless otherwise indicated in writing by DFATD)	Content
		The initial work plan includes a section on the communication strategy for sharing project results and DFATD's contribution. The strategy shall address the following issues: target groups in Canada and the recipient country, estimated target population and communication methods to be used. The Visibility and Recognition Activities Planning Form must be included with the communications strategy.
Annual work plan	Within 45 days of the fiscal year-end (April 1 to March 31), along with the annual narrative report and the annual financial report	<p>The AWP is based on an analysis and update of the previous AWP. It describes the outcomes achieved (outputs, immediate outcomes) with respect to the objectives set in the previous AWP, and explains any variances in activities and costs.</p> <p>The AWP sets the objectives for the next fiscal year and lists the activities to be carried out with a view to achieving the expected results. The AWP must help DFATD and partners understand the rationale for the proposed activities in relation to the baseline situation, the progress made and the results achieved. It presents any lessons learned in the course of implementation and, when appropriate, proposes changes to the PIP and the project design.</p> <p>The AWP must, at minimum, include the following:</p> <ul style="list-style-type: none"> • executive summary • the project's objectives for the coming year with a view to achieving the expected results • target beneficiaries • proposed activities in relation to the progress made and objectives defined with a view to achieving the expected results • schedule of planned activities for each 6-month period • proposed intervention strategies

Title	Time frame (unless otherwise indicated in writing by DFATD)	Content
		<ul style="list-style-type: none"> • lessons learned during the project that will be taken into account during the period in question • annual budget <p>The annual work plan must also include an update to the communications strategy for publicizing project outcomes and DFATD's contribution, including the Visibility and Recognition Activities Planning Form.</p>
Procedures manual for managing the fund for complementary quick-impact activities	Within 30 days of approval of the PIP	<p>The management manual must include the following:</p> <ol style="list-style-type: none"> a) fund background and objectives b) fund eligibility criteria c) selection process for initiatives, including a description and selection committee composition d) contracting procedures e) methods for monitoring and evaluating funded activities
Semi-annual narrative report (September 30) and annual report (March 31)	Within 45 days of the end of the 6-month period (September 30) or the year (March 31)	<p>The semi-annual or annual progress report must provide qualitative and quantitative information on project results (immediate and intermediate outcomes) for the period in question, including the following information:</p> <ol style="list-style-type: none"> a) executive summary

Title	Time frame (unless otherwise indicated in writing by DFATD)	Content
		<ul style="list-style-type: none"> b) analytical comments on variances between expected results (immediate and intermediate outcomes) and results achieved based on indicators (performance measurement framework) for the period, including a report on any reduction or increase in gender inequality (if results statements include the issue of women/girls or gender equality) c) results of the monitoring activities based on the performance measurement framework; problems and difficulties encountered, if any; and corrective measures taken or to be taken d) analysis of changes made or to be made to any major aspect of the project, for consultation with DFATD e) analytical comments on financial reports concerning variances between forecasted and actual expenditures, as they relate to successes or problems encountered and actions taken, as well as consequences on financial forecasting for the next period f) report on implementation of the gender equality strategy g) environmental and governance report h) annual report on the communications strategy, including submission of the Visibility and Recognition Activities Reporting Form i) any other important issues affecting project implementation
Final narrative report	Within 60 days of the end of project activities	<p>The final narrative report provides the following information:</p> <ul style="list-style-type: none"> a) analysis of initial budget forecasts for the project compared to actual disbursements, for the project as a whole and for each key activity b) justification for variances c) any other information related to administrative and financial aspects of the project <p>The final narrative report includes, but is not limited to, the following:</p>

Title	Time frame (unless otherwise indicated in writing by DFATD)	Content
		<p>a) <u>Background and objective</u>: This section includes a brief statement about the project, including the following information:</p> <ul style="list-style-type: none"> i) context and rationale ii) purpose and objectives iii) results in terms of outcomes <p>b) <u>Project summary</u>: This section includes a description of project activities, including the following information:</p> <ul style="list-style-type: none"> i) management and Consultant ii) description of activities iii) stakeholders, and their roles and responsibilities <p>c) <u>Analytical review of the project</u>: This section deals with the following aspects and includes observations and/or recommendations that may benefit similar future projects:</p> <ul style="list-style-type: none"> i) project rationale and justification ii) planned and achieved purpose and goals iii) detailed final report on the achievement of results in terms of outcomes, including analytical comments and an account of the reduction or increase in gender inequality (if result statements include the issue of women/girls or gender equality) iv) political considerations v) analysis of scheduling, results of monitoring activities based on the performance measurement framework, any difficulties encountered, and corrective action taken vi) logistical issues

Title	Time frame (unless otherwise indicated in writing by DFATD)	Content
		<p>vii) cross-cutting themes and priorities</p> <ul style="list-style-type: none"> • overview of the implementation of the gender equality strategy, including lessons learned, and assessment of best practices and challenges encountered in implementing the project and GE strategy • environment • governance <p>viii) public relations issues</p> <p>ix) report on the communications strategy, including submission of the Visibility and Recognition Activities Reporting Form</p> <p>x) analysis, comments and recommendations for each main activity</p>
Meeting minutes	The draft shall be provided within 7 days after the meeting and the final version of the minutes shall be provided within 2 weeks of the date of the meeting	<p>The minutes shall include the following:</p> <ul style="list-style-type: none"> • attendees • agenda • review of the previous minutes • summary of discussion • list of action items and the persons responsible for them

7.2 Financial reports

The financial reports shall be produced in electronic format, in French.

Title	Time frame	Content
Quarterly financial report	Within 30 days of the end of each quarter	<p>The report must include the following information:</p> <ul style="list-style-type: none"> a) costs incurred during the reporting period b) supporting documents for the amounts submitted, at DFATD's request c) interest earned on advances, if applicable d) cumulative annual costs to report date (amount and percentage) e) estimate of costs required to complete activities and achieve expected results in terms of outcomes under the contract f) cost estimate for the next reporting period g) analysis of any significant variance (+/- 10%)
Annual financial report	Within 30 days of the end of the fiscal year, along with the annual narrative report and the annual work plan	<p>The annual financial report provides an overview of the project for the entire year and must be closely linked to the work plan and cost of activities. It provides the following information:</p> <ul style="list-style-type: none"> a) a comparison of planned and actual expenditures for the year just ending b) a forecast for the upcoming fiscal year, that is, the anticipated cost of activities described in the annual work plan
Final financial report	Within 60 days of the end of project activities	The final financial report must present an account of actual disbursements based on a line item breakdown, in comparison to the basis of payment of the contract.

Appendix B
DESCRIPTION OF LANGUAGE SCALES/LEVELS

Oral Proficiency Rating Scale

Level	Proficiency	Definition
5	Educated Native Proficiency	Functionally equivalent to that of a highly articulate and well-educated native speaker. Reflects the cultural standards of the country where the language is spoken. Language usage and ability to function are superior throughout.
4+	Advanced Professional Proficiency, Plus	Speaking proficiency is regularly superior in all respects and is usually equivalent to that of a well-educated, highly articulate native speaker. Speaks effortlessly and smoothly on all topics. Understands all forms and styles of speech and shows strong sensitivity to social and cultural references. Language usage and ability to function are fully successful. There may be an occasional non-native slip.
4	Advanced Professional Proficiency	Able to use the language fluently and accurately on all levels normally pertinent to professional needs. Language usage and ability to function are fully successful. Can tailor language to audience and discuss in depth highly abstract or unfamiliar topics. Able to speak with a great deal of fluency, grammatical accuracy, complex vocabulary and in an idiomatic fashion. Understands all forms and styles of speech and shows strong sensitivity to social and cultural references. May have some difficulty with some dialects and slang.
3+	General Professional Proficiency, Plus	Able to use the language to satisfy professional needs in a wide range of sophisticated and demanding tasks. Operates at level 4 most of the time, but cannot sustain the performance across a variety of topics. Understanding is complete, including idioms, nuances, register shifts and humour or irony. Often matches a native speaker's strategic and organizational abilities. Basic and complex structures are fully controlled except for an occasional error in low-frequency structures. There are no patterned errors.
3	General Professional Proficiency	Able to speak the language with sufficient structural accuracy, vocabulary and cohesiveness in discourse to participate effectively in most formal and informal conversations on practical, social, and professional topics. Understanding is essentially complete. Can discuss with fluency and ease abstract issues and special fields of competence and interest. Can support opinion and hypothesize. Can provide a structured argument that is clear and well organized. While the influence of the speaker's first language can be felt (in pronunciation, grammar and vocabulary), there are no patterned errors and errors never distract the listener or interfere with communication.
2+	Limited Working Proficiency, Plus	Able to satisfy most working requirements with language that is often, but not always, acceptable and effective. Operates at level 3 most of the time but is unable to sustain the performance across all topics, i.e. when called on to perform level 3 tasks, may avoid the tasks altogether or resort to simplification through the use of description or narration instead of argumentation or hypothesis. Also, may give concrete examples to illustrate a point instead of arguing the point abstractly. Often shows remarkable ease of speech but performance is uneven. Vocabulary may still be generic (general) rather than precise. Often strong in either grammar or vocabulary, but not in both. Comprehension of normal native speech is nearly complete. Can be understood by native speakers not used to dealing with foreigners.
2	Limited Working Proficiency	Able to satisfy routine social demands and limited work requirements. Can handle with confidence, but not accuracy, complicated tasks. Speaks with ease and facility on concrete topics – giving facts and talking casually about topics of current public and personal interest – using general vocabulary and linking sentences together smoothly with appropriate connectors. When dealing with more complex or abstract topics or issues, fluency breaks down. Can narrate and describe in major time frames. Can understand main ideas and most details on a variety of topics, and discourse referring to different time frames or aspects. Can be understood without difficulty by native speakers.

Level	Proficiency	Definition
1+	Elementary Proficiency, Plus	Can initiate and maintain predictable face-to-face conversations and satisfy limited social demands. Operates mostly at level 2 but cannot sustain the performance across all topics and tasks. Can converse with ease and confidence when dealing with routine tasks and social situations, describe people and places and narrate in present tense. May hesitate and change the intended message due to lack of language resources. Understanding of normal native speech is inconsistent due to failure to grasp details and, sometimes even main ideas. Influence of first language is evident in pronunciation, grammatical structures and vocabulary. However, can be understood by native speakers not used to dealing with foreigners, although repetition and reformulation may be needed.
1	Elementary Proficiency	Able to satisfy courtesy requirements and maintain simple face-to-face conversations on familiar topics. Can ask and answer simple questions and participate in simple conversations on topics beyond the most immediate needs. Speaks in sentences but often hesitates and pauses to search for adequate vocabulary. Able to understand sentence-length utterances on a variety of concrete topics, but understanding is uneven. Can be understood by native speakers used to dealing with foreigners.
0+	Memorized Proficiency	Able to satisfy immediate needs using mostly rehearsed utterances. Can handle level 1 tasks but cannot sustain the performance at that level. Shows little autonomy of expression, flexibility and spontaneity. Relies heavily on learned phrases or a recombination of these and words used by the interlocutor. Inability to conjugate verbs. Strong influence of first language in pronunciation, grammar and vocabulary (borrowed words, literal translations). Can usually differentiate most significant sounds when produced in isolation, but when combined in words or groups of words, may have difficulty understanding. Can be understood by native speakers used to dealing with foreigners.
0	No Proficiency	Unable to function in the spoken language, except for a few isolated words and phrases.

Note:

- Level 2/2+ is that on which much daily communication and social interactions are handled routinely and effortlessly among native speakers.
- Levels 3 and above entail a much more sophisticated control of the language and a breadth and depth of vocabulary not normally used in everyday exchanges.

Reading Proficiency Rating Scale

Level	Proficiency	Definition
5	Educated Native Proficiency	Reading ability is functionally equivalent to that of the well-educated native reader.
4+	Advanced Professional Proficiency, Plus	Near native ability to read and understand extremely difficult or abstract prose, a wide variety of vocabulary, idioms, colloquialisms, and slang. Strong sensitivity to and understanding of sociolinguistic and cultural references.
4	Advanced Professional Proficiency	Able to read fluently and accurately all styles and forms of the language in any subject as well as those pertinent to professional needs. Understands all sociolinguistic and cultural references. Can follow unpredictable turns of thought readily in editorial, conjectural, and literary texts, as well as in materials in own special field, including official documents and correspondence. Recognizes all professionally relevant vocabulary known to the educated non-professional native reader. Speed and accuracy is often nearly that of a well-educated native reader.
3+	General Professional Proficiency, Plus	Able to read with facility and appreciate a wide variety of texts as well as those pertinent to professional needs. Has a broad active general, specialized and abstract vocabulary. Able to comprehend many sociolinguistic and cultural references, as well as a considerable range of complex structures, low-frequency idioms, and connotations. However, accuracy is not complete, and here again some nuances and subtleties may escape the reader.

Level	Proficiency	Definition
3	General Professional Proficiency	Able to read within a normal range of speed and with almost complete comprehension a variety of authentic texts on unfamiliar subjects. Reading ability does not depend on subject matter knowledge, except if the material is highly dependent on cultural knowledge or outside one's general experience and not accompanied by explanation. Text types include news stories, wire service reports, international news items, correspondence, technical material, etc. in one's professional field. Material may include hypothesis, argumentation, and supported opinions. Misreadings are rare. Able to read between the lines and derive the author's implicit intent, but may not detect or understand subtleties and nuances. May experience some difficulties with unusually complex structures and low-frequency idioms.
2+	Limited Working Proficiency, Plus	Able to understand most general factual prose as well as some discussions on concrete topics related to special professional interests. Has a good active reading vocabulary and is able to use the context to make sensible guesses about unfamiliar vocabulary and material. Can get the gist of the information and some secondary ideas. Weaknesses include slowness, uncertainty, inability to discern nuances.
2	>Limited Working Proficiency	Able to read simple and straightforward factual texts written for the general reader that are presented in a predictable sequence and contain high frequency sentence patterns. Persons who have professional knowledge of a subject may be able to scan and summarize texts that are well beyond their general proficiency level. In general, however, the person does not have a broad active vocabulary and is quite slow in reading.
1+	Elementary Proficiency, Plus	Able to read and understand simple texts for informative social purposes, such as biographical information or narration of events, straightforward newspaper headlines. Can guess at unfamiliar vocabulary if highly contextualized. Can locate main ideas and routine information of professional significance in more complex texts and in the professional specialty.
1	Elementary Proficiency	Able to read very simple descriptions of places, things and public events such as those simplified for tourists. Can get some main ideas and locate prominent items of professional significance in more complex texts.
0+	Memorized Proficiency	Unable to read connected prose, but can recognize high frequency elements of a syllabary or a character system. Able to read (but not always interpret accurately) some or all of the following: numbers, isolated words and phrases, street signs, office and shop designations.
0	No Proficiency	No practical ability to read the language.

Writing Proficiency Rating Scale

Level	Proficiency	Definition
5	Educated Native Proficiency	Writing proficiency is functionally equivalent to that of a highly articulate educated native. There are no non-native errors of structure, spelling, syntax or vocabulary. Writing is both clear, explicit, informative, and imaginative.
4+	Advanced Professional Proficiency, Plus	Able to write the language precisely and accurately in a wide variety of prose styles pertinent to a variety of audiences and professional needs. Varied use of stylistic devices and flexibility within a style. Can both write and edit formal and informal correspondence, official reports and documents, and professional articles, including writing for special purposes which might include legal, technical, educational, literary and colloquial writing. The writer employs a very wide range of stylistic devices.
4	Advanced Professional Proficiency	Able to write the language precisely and accurately in a variety of prose pertinent to social issues and professional needs. Errors of grammar, syntax, punctuation and vocabulary are rare. Writing is consistently and explicitly organized with appropriate connectors and discourse devices (ellipsis, parallelisms, subordinates).
3+	General Professional Proficiency, Plus	Able to write in a variety of prose styles pertinent to general, social and professional needs. Good control of basic and complex structures, all verb tenses and tense sequence, morphology, syntax and punctuation. Usually uses cohesive devices well, but variety is limited. May not be able to express nuances or subtleties very well, nor tailor language to audience.
3	General Professional Proficiency	Able to use the language effectively in most formal and informal written exchanges on practical, social, and professional topics. Can write reports, summaries, short papers on current events and particular areas of interest, or on special fields with reasonable ease. Control of structure, general vocabulary and spelling is adequate to

Level	Proficiency	Definition
		convey message accurately but style may be obviously foreign. Punctuation is generally controlled. Good control of grammar with occasional errors in complex structures and tense sequence. Consistent control of compound sentences. Relationship of ideas is consistently clear.
2+	Limited Working Proficiency, Plus	Shows ability to write with some precision and in some detail about most common topics. Can write about concrete topics relating to particular interests and special fields of competence. Often shows surprising fluency and ease of expression, but under time constraints and pressure language may be inaccurate. Can control basic and some complex structures, with some errors in more complex constructions (passives, relative clauses, word order, tense usage and sequence). Generally strong in either grammar or vocabulary, but not in both. Normally controls general vocabulary and some working vocabulary with some misuse. Can handle most social correspondence and take fairly accurate notes on what has been presented orally.
2	Limited Working Proficiency	Able to write routine social correspondence and prepare documentary materials required for most limited work requirements. Can write simply about a limited number of current events or daily situations. Good control of morphology and basic syntactic structures. Uses a limited number of cohesive devices. However, still makes common errors in spelling, punctuation, and constructions (plurals, articles, gender, prepositions, verb tenses, negatives).
1+	Elementary Proficiency, Plus	Able to meet most survival needs and limited social demands. Can write short paragraphs related to most survival needs (food, lodging, transportation, immediate surroundings and situations) and limited social demands (greetings, relating personal history, daily life preferences, etc.). Can express fairly accurate present and future time and some past verb forms, but not always accurately. Can control elementary vocabulary and basic syntactic patterns only. Generally cannot use basic cohesive elements of discourse (relative constructions, object pronouns, connectors).
1	Elementary Proficiency	Able to meet limited practical needs. Writes in simple sentences with errors in spelling, grammar, and punctuation. Writing tends to be a loose collection of sentences or sentence fragments without much organization. At this level, can write simple phone messages, excuses, notes to service people and friends.
0+	Memorized Proficiency	Writes using memorized material and set expressions. Can produce 50 of the most common characters, write dates, own name, nationality, address, and a few short sentences. Spelling and characters may be incorrect.
0	No Proficiency	No functional writing ability.

Section 5. Evaluation Criteria

Guidance to Bidders

If more projects/assignments are included in the Proposal than the number stipulated in the criteria, DFATD will only consider the specified number in order of presentation.

RATED EVALUATION CRITERIA

Instructions to bidders

The Rated Evaluation Criteria will be awarded a maximum of 800 points. The pass mark is 70%, or 560 points, and represents the minimum that will be accepted by DFATD.

The present Rated Evaluation Criteria requires that bidders provide in their proposal a number of projects/assignments/resources within a certain number of pages. If more projects/assignments/resources and pages are included in the proposal than indicated in each criterion, DFATD will only consider the specified number in order of presentation.

The bidder must provide complete details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. In order to demonstrate when the experience was obtained, the bidder must indicate the duration of such experience, specifying the start and end dates (month and year at a minimum). If the timelines of 2 or more projects or experience overlap, the duration of time common to each project/experience will only be counted once.

For the purpose of the Rated Evaluation Criteria, the following definitions apply:

“**Assignment**” refers to a regular mandate for specific duties, deliverables and time. An assignment can be part of a full-time job.

The terms “**at least**” or “**minimum**” represent the minimal expectation for a requirement. No points will be given if the minimal expectation is not demonstrated.

“**Capacity building**” refers to the provision of training, financing, know-how, equipment and technical and legal assistance to a third-party organization in order to acquire knowledge and know-how to meet their mandate’s objectives. In this project, the terms “technical assistance” and “capacity building” are seen as complementary.

“**Developing and middle-income countries**” are the ones listed here: <http://www.worldbank.org/en/where-we-work>.

“**Effective and efficient**” refers to demonstration by the bidder, including concrete examples, that the proposed approach, strategy, plan or practice will contribute to the project’s expected results, as detailed in Section 4, Terms of Reference.

A “**fragile state**” is considered to be a state in which the government does not demonstrate the will or the capacity to deliver core state functions. These include legitimate security and authority, protecting and promoting human rights and gender equality, maintaining the rule of law, and providing basic services (for example, health, education, environmental protection and enabling private sector development).

In an international assistance context, “**innovative**” refers to a means of enabling new or improved local-driven solutions for better results and greater impact, which benefit and empower the poorest and most vulnerable, including women and girls. Innovative solutions can include business models, policy practices, approaches, partnerships, technologies, behavioural insights and ways of offering products and services.

“**International development**” relates to a mandate to support sustainable development in developing countries in order to reduce poverty and contribute to a more secure, equitable and prosperous world.

“**Professional development**” refers to courses, certificates, diplomas, training or publications authored by the proposed individual.

“**Project**” is defined as a contract signed individually or in a consortium, or a contribution agreement where the bidder has provided project management and implementation services.

“**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.

“**Relevant**” refers to demonstration by the bidder that the proposed information responds to the elements listed in the criteria, reflects the roles and responsibilities outlined in Section 4, Terms of Reference, and takes the realities of the local context into consideration.

Information about “**results-based management (RBM)**” can be found here:

http://www.international.gc.ca/world-monde/funding-financement/results_based_management-gestion_axee_resultats.aspx?lang=eng.

“**Technical assistance**” refers to targeted technical assistance to support the institutional reforms needed to promote a country’s social development, health and sustainable economic growth. In this project, the terms “technical assistance” and “capacity building” are seen as complementary.

“**Types of stakeholders**” refers to the national or subnational government (including various departments, government institutions or agencies at different levels: regional, provincial governments, districts depending on the country context, and local communities), public or private academic institutions, private-sector enterprises, civil society and non-governmental organizations, donors, media, women’s associations, and consumers’ advocacy groups.

The following rating scales will be used for the evaluation criteria, unless otherwise indicated:

Rating scale 1: Used for Category A: Bidder’s Experience

POINTS	RATING	CONSIDERATIONS
0 points	Not demonstrated	Experience provided by the bidder: a. demonstrates a poor understanding of the requirement b. provides insufficient details to demonstrate the required experience c. does not meet the criterion or is not relevant
1 point	Partially demonstrated	Experience provided by the bidder: a. demonstrates some understanding of the requirement, with significant gaps b. provides few details to demonstrate the required experience c. is not very relevant and responds to only some elements of the criterion
2 points	Well demonstrated	Experience provided by the bidder: a. demonstrates a good understanding of the requirement with few gaps b. provides sufficient details to demonstrate most of the required experiences c. is relevant and meets most elements of the criterion
3 points	Fully demonstrated	Experience provided by the bidder: a. demonstrates an excellent understanding of the requirement b. provides clear and comprehensive details to fully demonstrate the required experience c. is relevant and meets all elements of the criterion

Rating scale 2: Used for Category B: Proposed methodology		
POINTS	RATING	CONSIDERATIONS
0 points	Not demonstrated	The approach proposed by the bidder: a. demonstrates a poor understanding of the requirement b. presents risks or weaknesses that lead to a high probability of failure in carrying out the project c. is not effective or efficient d. is not relevant e. does not take into account project risks as defined in the ToR
1 point	Partially demonstrated	The approach proposed by the bidder: a. demonstrates some understanding of the requirement, with significant gaps b. contains significant risks or weaknesses, or a number of minor risks or weaknesses c. is not very effective or efficient d. is not very relevant e. does not include a mitigation strategy for the risks identified in the ToR or the mitigation strategy is neither realistic nor feasible
2 points	Well demonstrated	The approach proposed by the bidder: a. demonstrates a good understanding of the requirement with few gaps b. presents minor risks or weaknesses c. is effective and efficient d. is relevant e. addresses the risks defined in the ToR by presenting a realistic and feasible risk mitigation strategy
3 points	Fully demonstrated	The approach proposed by the bidder: a. demonstrates an excellent understanding of the requirement b. does not present any risk or weakness c. is very effective and efficient, demonstrating innovation or the incorporation of lessons learned d. is relevant and innovative e. takes into account the risks identified in the ToR, identifies additional risks, and includes a realistic and achievable risk mitigation strategy

BIDDER'S EXPERIENCE		
<p>Instructions to bidders The following considerations apply to the Bidder's Experience section: To be deemed eligible, each project must:</p> <ul style="list-style-type: none"> • have a start date within the last 15 years before the request for proposals (RFP) closing date • be at least 50% completed in terms of costs incurred by the project at the RFP closing date • be an international development project <p>If a project presented in the proposal does not meet the 3 considerations above, it will be deemed ineligible and no points will be awarded for that project.</p>		
RATED EVALUATION CRITERIA	Score	Comments
Requirement 1: Experience managing or implementing international development projects (maximum 110 points). Limit of 3 pages per project.		
Using form "TECH-4: Bidder's Experience," the bidder must provide a narrative description demonstrating its experience managing and implementing 2 international development projects with a value of at least \$5 million and a duration of 5 years or more. The descriptions	110	

<p>should clearly demonstrate each of the following experiences (maximum 55 points per project):</p> <p>Points will be awarded to each project that demonstrates experience in the following activities. Each experience will be evaluated in accordance with rating scale 1, unless otherwise indicated.</p> <ul style="list-style-type: none"> • building the capacities of 1 or more local organizations to improve their capacity to delivery their mandate(s) effectively (multiplied by a factor of 3, up to 9 points per project) • engaging in awareness-raising, establishing or participating in theme-based networks to create synergies and collaborations with various types of stakeholders to obtain the best possible results for the project (multiplied by a factor of 3, up to 9 points per project) • developing or supporting the implementation of gender-sensitive laws, regulations or strategies (multiplied by a factor of 3, up to 9 points per project) • integrating cross-cutting themes related to the environment and human rights (multiplied by a factor of 3, up to 9 points per project) • implementing results-based management practices throughout the project cycle, from design to final evaluation (multiplied by a factor of 3, up to 9 points per project) • integrating several types of stakeholders into project implementation <p>Points will be awarded for each type of stakeholder described, as follows (maximum 5 points per project):</p> <ul style="list-style-type: none"> • fewer than 2 types of stakeholders: 0 points • 2 to 4 types of stakeholders: 3 points • 5 or more types of stakeholders: 5 points <p>Points will be awarded if the projects demonstrate inclusion of the following areas of intervention (1 point per area of intervention for a maximum of 5 points per project):</p> <ul style="list-style-type: none"> • strategic planning • human resources management • asset management • Institutionalization of gender equality • internal control and fight against corruption 		
<p>Requirement 2: Experience implementing technical assistance for institution building (maximum 96 points). Limit of 6 pages.</p> <p>The project will be deemed eligible and evaluated if it:</p> <ul style="list-style-type: none"> • includes the implementation of technical assistance activities • focuses on capacity building within an organization <p>If the project presented in the proposal does not meet the above requirements, it will be deemed ineligible and no points will be awarded for it.</p> <p>A project submitted to meet Requirement 1 can be used.</p>		
<p>Using form “TECH-4: Bidder’s Experience,” the bidder must provide a narrative description demonstrating its experience managing and implementing 1 institution-building project of similar complexity to the project for this RFP, as described in Section 4, Terms of Reference, and Annex B – Specific Mandate of the Consultant (up to 96 points).</p>	<p>96</p>	

<p>The project description should identify each of the following elements. The elements will be evaluated in accordance with rating scale 1, unless otherwise indicated.</p> <ul style="list-style-type: none"> i) methodology adopted to identify technical assistance or capacity-building needs (multiplied by a factor of 4, up to 12 points) ii) methodology used to ensure a participatory approach (multiplied by a factor of 2, up to 6 points) iii) approach adopted to involve recipients at various stages of the project (multiplied by a factor of 2, up to 6 points) iv) approach and types of support used to implement capacity-building activities tailored to the various types of project stakeholders and types of competencies to be transferred (multiplied by a factor of 4, up to 12 points) <p><i>Note: At least 2 categories of actors should be presented (managers, technical staff, ministries, civil society, etc.) and 4 types of support (advisory support, training, coaching, development or improvement of work tools, mechanisms, systems, mentoring, buddies, etc.).</i></p> <ul style="list-style-type: none"> v) approach adopted to ensure the sustainability of results (multiplied by a factor of 2, up to 6 points) vi) approach adopted to ensure the integration of gender equality in project activities and results (multiplied by a factor of 3, up to 9 points) vii) development and maintenance of networks of national and international technical experts to meet various reinforcement needs (multiplied by a factor of 3, up to 9 points) viii) integration of cross-cutting themes related to the environment and human rights into the project (multiplied by a factor of 2, up to 6 points) ix) points will be awarded if the project involves (maximum 5 non-cumulative points): <ul style="list-style-type: none"> • a national police institution (10 points) • an institution that is part of the penal systems, from the judicial system to the prison system (6 points) • any other sector central to the government’s coercive apparatus (2 points) x) points will be awarded if the project described has recruited or collaborated with current or former Canadian police officers to ensure a transfer of knowledge by peers (up to 10 points) <ul style="list-style-type: none"> • yes = 10 points • no = 0 points xi) points will be awarded if the project included the management of a reactive fund to finance certain project activities (maximum 10 points) <ul style="list-style-type: none"> • yes = 10 points • no = 0 points 		
Subtotal – Bidder experience	206	



PROPOSED METHODOLOGY – Limit of 7 pages, excluding forms TECH A and B

<p>Requirement 3: Approach for implementing the Support for a Professional and Inclusive Police in Haiti (SPIP) project (maximum 138 points). Limit of 3 and a half (3.5) pages.</p>		
<p>The bidder must provide a narrative description demonstrating its understanding of Section 4, Terms of Reference, by describing the proposed methodology for implementing the project, particularly with respect to the following aspects (maximum 138 points).</p> <p>Points will be awarded for each element below in accordance with evaluation scale 2.</p> <ul style="list-style-type: none"> i) description of the planned logistics in Canada and in Haiti (offices, transportation, equipment, support staff, financial management systems, etc.) to allow for project implementation and monitoring, taking into account the specific context in Haiti (political, economic, security and social situations) (multiplied by a factor of 5, up to 15 points) ii) strategy for cooperation with the HNP to involve the organization in all stages of the project and ensure the sustainable transfer of knowledge (multiplied by a factor of 3, up to 9 points) iii) strategy for identifying capacity-building needs within the HNP, taking into account different perspectives, the sociocultural context of the HNP, gender equality and the protection of marginalized groups (multiplied by a factor of 5, up to 15 points) iv) strategy for establishing and maintaining networks of national and international experts capable of meeting the various needs of the supported structures in the most efficient way possible (multiplied by a factor of 6, up to 18 points) v) strategy and procedures put in place to draw on networks of technical experts in a fair and transparent manner, including the different methods for selecting experts based on the value of contracts (multiplied by a factor of 5, up to 15 points) vi) approach to quality control of deliverables and services provided by all project staff, including technical experts (multiplied by a factor of 6, up to 18 points) vii) gender equality strategy that includes how gender equality considerations will be integrated throughout the duration of the project to bring about lasting change (multiplied by a factor of 6, up to 18 points) viii) proposed approach for ensuring good internal coordination and coordination with other projects in support of the HNP, including a description of the various committees set up to contribute to this (multiplied by a factor of 6, up to 18 points) ix) approach for integrating cross-cutting themes related to the environment and human rights (multiplied by a factor of 4, up to 12 points) 	<p>138</p>	
<p>Requirement 4: Management of the fund for complementary quick-impact activities (maximum 60 points). Limit of 1 and a half (1.5) pages.</p>		

<p>The bidder must describe the methodology that it will use to implement the fund for complementary quick-impact activities set out in the project. Each criterion will be evaluated in accordance with evaluation scale 2.</p> <p>a) describe understanding of the fund, its purpose, its objectives, its role in the project and its main characteristics or constraints (multiplied by a factor of 10, up to 30 points)</p> <p>b) describe the main criteria that should guide the eligibility and approval of a proposal; the criteria may be mandatory (essential for a proposal to be considered) or an asset; the criterion may be thematic, or related to the process, the expected results or any other aspect of the proposal submitted (multiplied by a factor of 10, up to 30 points)</p>	<p>60</p>	
<p>Requirement 5: Capacity for results-based management and knowledge of RBM tools (maximum 71 points)</p>		
<p>5.1 Using form “TECH-5A: Project Performance Measurement Framework (PMF),” the bidder must prepare 2 indicator statements (1 qualitative and 1 quantitative) for immediate outcome 1110 and 1 indicator statement for each of the 3 related outputs (maximum 50 points):</p> <ul style="list-style-type: none"> ➤ Immediate outcome 1110: The HNP Inspectorate General’s (IG’s) institutional capacities are strengthened to more effectively combat corruption and impunity (2 indicators, 10 points per indicator) ➤ Output 1112: An IG capacity-building program is adopted and implemented (1 indicator, 10 points) ➤ Output 1113: A vetting process is consolidated and implemented (1 indicator, 10 points) ➤ Output 1115: Anti-corruption and integrity mechanisms are updated and implemented (1 indicator, 10 points) <p>The bidder should propose a total of 5 indicators, and the indicators should be broken down by gender when possible. The indicators should include the following characteristics:</p> <p>a) Validity: Does the indicator enable you to measure the outcome or output?</p> <p>b) Simplicity: Is the indicator clear and direct enough to be understood by all stakeholders?</p> <p>c) Usefulness: Will the information be useful for project management (decision making, learning and adjustment)?</p> <p>d) Affordability: Can the information required for this indicator be collected at a reasonable cost?</p> <p><i>*Note: For an indicator to be awarded points, an affirmative response is required for each of the 4 elements. If the response to any of these elements is negative, no points will be awarded for that indicator.</i></p>	<p>50</p>	
<p>5.2 DFATD has developed a number of key performance indicators for measuring the results of its Feminist International Assistance Policy. For inclusive governance, the key results are:</p> <ul style="list-style-type: none"> • number of people (m/f) reached by DFATD-funded projects that support women’s leadership in governance decision making • number of people (m/f) reached by DFATD-funded projects that support access to justice and public services for women and girls • number of civil society organizations supported through DFATD funding that advocate for human rights and/or inclusive governance <p>Based on your understanding of the project, what indicator(s) could be reported and how would you collect data to do so (maximum 21 points)?</p>	<p>21</p>	

<p>Points will be awarded in accordance with evaluation scale 2 based on:</p> <ul style="list-style-type: none"> i) the relevance of the indicator(s) selected (multiplied by a factor of 3, up to 9 points) ii) the effectiveness and efficiency of the proposed data collection method (multiplied by a factor of 4, up to 12 points) 		
<p>Requirement 6: Ability to assess risks and implement corresponding mitigation measures (maximum 60 points)</p>		
<p>Using form “TECH 5B: Risk Register,” the bidder must demonstrate show how it will take into account the following 2 risks. Points will be awarded for each element below, in accordance with evaluation scale 2.</p> <ul style="list-style-type: none"> 1. a risk assessment (occurrence and impact) and their impact on the project (multiplied by a factor of 5, up to 15 points per risk) 2. a risk mitigation strategy (multiplied by a factor of 5, up to 15 points per risk) <p>The relevance of the risk assessment and mitigation strategy will be evaluated based on the understanding of the impact that each risk would have on the SPIP project if it were to occur, and the likelihood that the corresponding response would reduce/mitigate the risk in question.</p> <p>First risk: Increased insecurity due to armed street gangs combined with popular demands and the climate of political uncertainty in the country is weakening the government and putting a heavy strain on HNP personnel, who are no longer available to fully participate in project activities.</p> <p>Second risk: The low salaries paid in Haitian public institutions, including the HNP, have a negative impact on employee motivation and participation in project activities, which can lead to a form of passive resistance and jeopardize the achievement of results.</p> <p>For each risk, a maximum of 1 page is allowed, for a total of 2 pages.</p>	<p>60</p>	
<p>Sub-total – Methodology</p>	<p>329</p>	
<p>PROPOSED PERSONNEL</p>		
<p>Instructions to bidders</p> <p>The bidder’s proposed resource must have acquired and completed all academic qualifications from a recognized institution. Only those completed prior to the RFP closing date will be considered.</p> <p>Other studies or professional development must have been completed within the 10 years prior to the RFP closing date to be considered.</p> <p>The bidder’s proposed resources must have acquired all professional experience within the 15 years prior to the RFP closing date. No points will be awarded for professional experience acquired outside that period.</p>		
<p>Requirement 7: Long-term project director, based in Port-au-Prince, Haiti (maximum 100 points). Limit of 5 pages.</p> <p>Using form “TECH-6A: Curriculum Vitae for Proposed Personnel,” the bidder must provide the proposed candidate’s curriculum vitae and a narrative description showing experience for the position of project manager in the field, posted in Port-au-Prince.</p>	<p>100</p>	
<p>7.1 Academic qualifications (maximum 20 points)</p>	<p>20</p>	
<p>7.1.1 The highest level of education completed in a recognized institution (up to 15 points)</p> <p>For the purposes of this criterion, “relevant discipline” is a discipline related to administration, public administration, strategic</p>	<p>15</p>	

<p>management, finance, international development, education, human resources management or project management.</p> <p>Points will be awarded as follows (maximum 15 points):</p> <ul style="list-style-type: none"> • master’s degree or Ph.D. in a relevant discipline (15 points) • bachelor’s degree in a relevant discipline (10 points) • bachelor’s degree or graduate diploma in a discipline not directly related to the mandate (5 points) • no university degree or graduate diploma (0 points) 		
<p>7.1.2 Professional development completed in the 10 years prior to the closing date for this RFP and not part of the level of education assessed in 7.1.1, in 1 of the following areas* (1 point per additional training, for a maximum 5 points)</p> <p>Only additional training obtained from a recognized institution will be considered.</p> <ul style="list-style-type: none"> • project management • public administration • international development • contract management • results-based management • human resources management • asset management • conflict management as part of project management • financial management • capacity building or support methods • gender equality or human rights • other area relevant to the duties of the position <p>*Training in the areas listed in 7.1.1 that were not used as “highest level of education completed” can be counted as additional training.</p>	5	
<p>7.2 Experience of the project director based in Port-au-Prince (maximum 80 points)</p>	80	
<p>The bidder should demonstrate the proposed individual’s experience by submitting examples of project management assignments that meet criteria (a) to (h) below.</p> <p>For evaluation purposes, only assignments that meet all of the following elements will be considered:</p> <ul style="list-style-type: none"> • lasted at least 6 months • related to international development projects, in a developing country, in which the proposed individual was responsible for project management 		
<p>a) Length of experience (maximum 15 points):</p> <ul style="list-style-type: none"> • more than 120 months (15 points) • 85 to 120 months (10 points) • 61 to 84 months (5 points) • 60 months or less (0 points) 	15	
<p>b) The largest budget, in Canadian dollars, managed directly by the proposed individual (maximum 15 points):</p> <ul style="list-style-type: none"> • \$10 million or more (15 points) • \$5 million to under \$10 million (10 points) • \$1 million to under \$5 million (5 points) • under \$1 million (0 points) 	15	
<p>c) A project that works with different types of stakeholders (maximum 10 points):</p> <ul style="list-style-type: none"> • 4 or more types of stakeholders (10 points) • 3 types of stakeholders (6 points) • 2 types of stakeholders (4 points) • Fewer than 2 types of stakeholders (0 points) 	10	

d) The location where at least 1 of the projects was implemented (maximum 5 points): <ul style="list-style-type: none"> • in Haiti (5 points) • in a fragile state (3 points) 	5	
e) Project management experience of at least 5 years integrating a results-based management approach (5 points)	5	
f) Experience that includes types of public communication, such as presentations on the projects, chairing meetings, speaking at conferences (5 points per type of communication described, including the context of the meeting, the type of event, the audience) (maximum 15 points)	15	
g) Experience integrating gender equality into a project (maximum 10 non-cumulative points) If the integration of GE was: <ul style="list-style-type: none"> • the main theme of the project (10 points) • an element of the project (5 points) • 1 or more of the project's one-time activities (2 points) 	10	
h) Experience setting up a reactive fund to finance initiatives or small projects (maximum 5 cumulative points), points will be awarded if the experience includes: <ul style="list-style-type: none"> • setting up a fund (2 points) • developing the fund's procedures manual (2 points) • helping to select projects (1 point) 	5	
Requirement 8: Long-term senior human resources adviser based in Port-au-Prince (maximum 95 points). Limit of 5 pages. Using form "TECH-6A: Curriculum Vitae for Proposed Personnel," the bidder must provide the proposed candidate's curriculum vitae and a narrative description showing the experience for the position of senior adviser, posted in Port-au-Prince, Haiti.	95	
8.1 Academic qualifications (maximum 20 points)	20	
8.1.1 The highest level of education completed in a recognized institution For the purposes of this criterion, "relevant discipline" is a discipline related to administration, public administration, human resources management or any other discipline with a strong human resources management or project management component. Points will be awarded as follows (maximum 15 points): <ul style="list-style-type: none"> • master's degree or Ph.D. in a relevant discipline (15 points) • bachelor's degree in a relevant discipline (10 points) • bachelor's degree or graduate diploma in a discipline not directly related to the mandate (5 points) • no university degree or graduate diploma (0 points) 	15	
8.1.2 Professional development completed in the 10 years prior to the closing date for this RFP and not part of the level of education assessed in 8.1.1, in 1 of the following areas* (1 point per additional training, for a maximum of 5 points) Only additional training obtained from a recognized institution will be considered. <ul style="list-style-type: none"> • project management • public administration • international development • contract management • results-based management • conflict management 	5	

<ul style="list-style-type: none"> • financial management • asset management • capacity building or support methods • gender equality or gender-sensitive training • other area relevant to the duties of the position <p>*Training in the areas listed in 8.1.1 that were not used as “highest level of education completed” can be counted as additional training.</p>		
8.2 Experience of the senior human resources adviser based in Port-au-Prince (maximum 75 points)	75	
<p>The bidder should demonstrate the proposed individual’s experience by submitting examples of human resources management assignments that meet criteria (a) to (h) below.</p> <p>For evaluation purposes, only assignments that meet all of the following elements will be considered:</p> <ul style="list-style-type: none"> • lasted at least 6 months • related to international development projects, in a developing country 		
<p>a) Experience in human resources management (HRM). Points will be awarded based on demonstrating that the candidate has the following expertise (maximum 15 cumulative points):</p> <ul style="list-style-type: none"> • organizational analysis and assessment of HRM capacity-building needs (5 points) • development of an HRM capacity-building plan (5 points) • provision of HRM consulting services (5 points) 	15	
<p>b) Length of experience (maximum 15 points):</p> <ul style="list-style-type: none"> • more than 120 months (15 points) • 85 to 120 months (10 points) • 61 to 84 months (5 points) • 60 months or less (0 points) 	15	
<p>c) The largest budget, in Canadian dollars, managed directly by the proposed individual (maximum 10 points):</p> <ul style="list-style-type: none"> • \$8 million or more (10 points) • \$6 million to under \$8 million (8 points) • \$5 million to under \$6 million (6 points) • \$4 million to under \$5 million (4 points) • under \$4 million (0 points) 	10	
<p>d) Experience identifying technical support or HRM capacity-building needs (1 point per year, up to 10 points)</p>	10	
<p>e) Experience maintaining a database of experts (1 point per year of experience, up to 5 points).</p>	5	
<p>f) Experience identifying and recruiting Canadian or local (in a developing country) experts to carry out short- and medium-term mandates (1 point per year of experience, up to 5 points)</p>	5	
<p>g) Work experience involving results-based management (1 point per year, up to 5 points)</p>	5	
<p>h) Experience integrating gender equality into an HRM project (maximum 10 non-cumulative points), if the integration of GE was:</p> <ul style="list-style-type: none"> • in all (90% to 100%) of the HRM project activities (10 points) • in several (60% to 89%) of the HRM project activities (5 points) 	10	

<ul style="list-style-type: none"> in some (30% to 59%) of the HRM project activities (2 points) 		
<p>Requirement 9: Gender equality/human rights specialist, based in Canada (maximum 70 points). Limit of 3 pages.</p> <p>Using form “TECH-6A: Curriculum Vitae for Proposed Personnel,” the bidder must provide the proposed candidate’s curriculum vitae and a narrative description showing the experience for the position of gender equality/human rights specialist based in Canada.</p>	70	
9.1 Academic qualifications (maximum 20 points)	20	
<p>9.1.1 The highest level of education completed in a recognized institution</p> <p>For the purposes of this criterion, “relevant discipline” is a discipline related to sociology, women’s studies, anthropology, labour relations or any other training that includes a strong gender equality component.</p> <p>Points will be awarded as follows (maximum 15 points):</p> <ul style="list-style-type: none"> master’s or Ph.D. in a relevant discipline (15 points) bachelor’s degree in a relevant discipline (10 points) bachelor’s degree or graduate diploma in a discipline not directly related to the mandate (5 points) no university or degree or graduate diploma (0 points) 	15	
<p>9.1.2 Professional development completed in the 10 years prior to the closing date for this RFP and not part of the level of education assessed in 9.1.1, in 1 of the following areas* (1 point per additional training, for a maximum of 5 points)</p> <p>Only additional training obtained from a recognized institution will be considered.</p> <ul style="list-style-type: none"> human rights labour law project management results-based management capacity building andragogy other area relevant to the duties of the position <p>*Training in the areas listed in 9.1.1 that were not used as “highest level of education completed” can be counted as additional training.</p>	5	
9.2 Experience for the gender equality/human rights specialist based in Canada (maximum 50 points)	50	
<p>The bidder should demonstrate the proposed individual’s experience by submitting examples of gender equality specialist assignments that meet criteria (a) to (b) below.</p> <p>For evaluation purposes, only assignments that meet all of the following elements will be considered:</p> <ul style="list-style-type: none"> related to international development projects, in a developing country 		
<p>a) Demonstrated experience of more than 2 months (minimum 60 working days) in each of the following types of support (maximum 30 points):</p> <ul style="list-style-type: none"> institutional GE diagnosis (10 points) development or implementation of a GE action plan (10 points) provision of GE technical assistance services (10 points) 	30	

The same experience cannot be presented for more than 1 type of support, but different experiences within the same assignment can be presented for different types of support.		
b) Demonstrated experience in the following areas (maximum 20 cumulative points) <ul style="list-style-type: none"> • experience setting up and managing a bank of local and international GE experts (1 point per year of experience, up to 5 points) • experience supervising, supporting and transferring knowledge to GE specialists (1 point per year of experience, up to 5 points) • Experience institutionalizing GE (2 points per year of experience, up to 10 points) 	20	
Sub-total – Proposed personnel	265	
Total – Technical component	800	
Pass mark (70%)	560	
Financial component	200	
Proposed cost		
Indigenous component		
Aboriginal supplier incentive	50	
Total score	1,050	

Section 6. Standard Form of Contract

STANDARD FORM OF CONTRACT

**Consulting and Professional Services
Time-Based Contract**

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CONTRACT FOR CONSULTING AND PROFESSIONAL SERVICES

between

**Department of Foreign Affairs, Trade and Development
[DFATD]**

and

<Name of the Consultant>

<Address of the Consultant>

in relation to

the Support for a Professional and Inclusive Police in Haiti (SPIP) Project

A. Contract

TIME-BASED

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 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 herein 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 Consultant]* and *[name of Consultant]* (referred to as the “Consultant”).

The following form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Annexes:

Annex A: Basis of Payment

Annex B: Terms of Reference

Annex C: Security Requirements Check List

I. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) **“Applicable Taxes”** means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, as of April 1, 2013, the Quebec sales Tax (QST).
- (b) **“Approved Financial Institution”** means:
 - (i) any corporation or institution that is a member of the Canadian Payments Association; or
 - (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; or
 - (iii) a credit union as defined in paragraph 137 (6) b) of the *Income Tax Act*; or
 - (iv) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or
 - (v) Canada Post Corporation.
- (c) **“Canada”** means Her Majesty the Queen in right of Canada as represented by the Minister for International Development and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister for International Development has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;
- (d) **“Consultant”** means the person or entity or in the case of a consortium or joint venture, the Member whose name(s) appears on the signature page of the Contract and who is responsible to provide the Services to DFATD under the Contract.
- (e) **“Contract”** means the written agreement between the Parties, which includes these GCs, and SCs, 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.
- (f) **“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 in the SC.
- (g) **“Contractor”** means an entity, or entities, other than a Sub-consultant, which contracts with the Consultant to perform specific Services that the Consultant is required to provide under the Contract. The Contractor is not part of the Personnel.
- (h) **“Day”** means calendar day, unless otherwise specified.
- (i) **“DFATD Representative”** means an officer or employee of DFATD who is designated to perform the DFATD representative functions under the Contract.
- (j) **“Fees”** means an all-inclusive firm daily rate, which can be specifically identified and measured as having been incurred or to be incurred in the performance of the Contract.
- (k) **“GC”** means these General Conditions of Contract.
- (l) **“Integrity Regime”** consists of:
 - (i) The *Ineligibility and Suspension Policy* (the Policy);
 - (ii) Any directives issued further to the Policy; and
 - (iii) Any clauses used in instruments relating to contracts.
- (m) **“Irrevocable Standby Letter of Credit (ISLC)”** means a document from a bank, or other Approved Financial Institution, which irrevocably and unconditionally undertakes and guarantees to pay on demand the Receiver General for Canada:
 - (i) any sum demanded to meet obligations incurred, or to be incurred, by the Consultant;
 - (ii) where the Consultant, in the sole opinion of DFATD, is in default of its contractual obligations;
 - (iii) up to a maximum dollar amount specified; and
 - (iv) on sight, on first request by DFATD to the bank and without question.

- (n) **“Licensed professional”** is an individual who is licensed by a Canadian authorized licensing body, which governs the profession of which the individual is a member, whether it be the practice of law, medicine, architecture, engineering, accounting, or other profession.
- (o) **“Local Professional”** means Personnel engaged in the Recipient Country by the Consultant for the provision of Services under the Contract; who is a citizen or permanent resident of the Recipient Country, and who has specific professional/technical expertise in a field of work, excluding those defined as Local Support Staff.
- (p) **“Local Support Staff”** means, unless otherwise specified in the SC, the following positions in the Recipient Country:
- (i) Driver;
 - (ii) Office cleaner;
 - (iii) Security guard;
 - (iv) Gardener.
- (q) **“Member”** means any of the persons or entities that make up the consortium or joint venture; and **“Members”** means all these persons or entities.
- (r) **“Member in charge”** is the Member authorized to act on behalf of all other Members as the point of contact for DFATD in regard to the contract. Any communication between DFATD and the Member in charge is deemed to be communication between DFATD and all other Members.
- (s) **“Minister”** means the Minister for International Development and includes the Minister's successors, deputies and any lawfully authorized officers representing the Minister for the purpose of this Contract.
- (t) **“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/>
- (u) **“Party”** means DFATD or the Consultant, as the case may be, and **“Parties”** means both of them.
- (v) **“Personnel”** means an employee and/or Sub-consultant of the Consultant (except Local Support Staff) assigned to perform professional, technical and/or administrative services under the Contract.
- (w) **“Reasonable Cost”** means a cost that is, in nature and amount, not in excess of what would be incurred by an ordinary prudent person in the conduct of a business. In determining the reasonableness of a particular cost, consideration will be given to:
- (i) whether the cost is of a type generally recognized as normal and necessary for the conduct of a similar business or the performance of the Contract;
 - (ii) the restraints and requirements by such factors as generally accepted sound business practices, arm's length bargaining, Canadian laws and regulations and the laws and regulations applicable in the Recipient Country, and the Contract terms;
 - (iii) the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, the government and the public at large;
 - (iv) significant deviations from the established practices of a similar business which may unjustifiably increase the Contract costs; and
 - (v) the specifications, delivery schedule and quality requirements of the Contract as they affect costs.
- (x) **“Recipient Country”** means the developing country designated by DFATD as a project owner/ beneficiary as indicated in the SC.
- (y) **“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.
- (z) **“SC”** means the Special Conditions of Contract by which the GC may be amended or supplemented.

- (aa) **“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, Terms of Reference, to the Contract.
- (bb) **“Sub-consultant”** means a person or entity or entities contracted by the Consultant to perform specific Services, through the use of individual resource(s), that the Consultant is required to provide under the Contract. The Sub-Consultant is part of the Personnel.
- (cc) **“Technical Authority”** means the DFATD Representative responsible for all matters concerning the technical requirement under the Contract. The Technical Authority for this Contract is specified in the SC.
- (dd) **“Terms of Reference”** means the document included as Annex B, Terms of Reference.
- (ee) **“Third Party”** means any person or entity other than DFATD and the Consultant.
- (ff) **“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 Services for the benefit of the Recipient Country. Nothing in the Contract is intended to create 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, Contractors and Local Support Staff 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, Contractors and Local Support Staff.

**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 specified in the SC. The Parties irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts and tribunals of Canada.
- 1.3.2 The Consultant must obtain and maintain at its own cost all permits, license, regulatory approvals and certificates required to perform the Services. If requested by the Contracting Authority, the Consultant must provide a copy of any required permit, license, regulatory approvals or certificate to DFATD.

**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) Special Conditions of Contract (SC);
 - (b) General Conditions of Contract (GC);
 - (c) Annex A: Basis of Payment
 - (d) Annex B: Terms of Reference
 - (e) Annex C: Security Requirements Check List (if applicable); and
 - (f) 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 in the SC. Any notice will be effective on the day it is received at that address. The address of either Party may be changed by notice in the manner set out in this GC.

**1.7
Location**

- 1.7.1 The Services will be performed at the locations specified in Annex B, Terms of Reference, and, where the location of a particular task is not so specified, at such locations as DFATD may specify and/or approve.

**1.8
Authority of
Member in
Charge**

- 1.8.1 If the Consultant consists of a consortium or joint venture, the Members authorize the entity specified in the SC (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 SC are authorized to take any action or execute any documents on behalf of DFATD under this Contract.

- 1.10
Successors and
Assigns**
- 1.10.1 The Contract will enure 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 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 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 the GC 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
Integrity
Provisions**
- 1.12.1 The *Ineligibility and Suspension Policy* (the "Policy") and all related directives incorporated by reference into the Request for Proposal, that preceded this Contract, on its closing date are incorporated into, and form a binding part of the Contract. The Consultant must comply with the provisions of the Policy and directives, which can be found on the Public Works and Government Services Canada's website at [*Ineligibility and Suspension Policy*](#).
- 1.12.2 Ongoing compliance with the provisions of the Integrity Regime is a condition of the Contract and subject to verification by DFATD during the entire period of the Contract.
- 1.12.3 Where a Consultant is determined to be ineligible or suspended pursuant to the Integrity Regime during performance of the Contract, DFATD may, following a notice period of no less than two weeks, during which time the Consultant may make representations on such matters as maintaining the contract, terminate the contract for default. A termination for default does not restrict DFATD's right to exercise any other remedy that may be available against the Consultant.
- 1.13
Conflict of
Interest**
- 1.13.1 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 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.
- 1.13.2 The Consultant acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, (S.C. 2006, c. 9, s. 2), the *Conflict of Interest Code for Members of the House of Commons*, the *Values and Ethics Code for the Public Sector* or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.
- 1.13.3 The Consultant declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view of influencing the entry into the Contract or the administration of the Contract.
- 1.13.4 The Consultant must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Consultant must have no financial interest in the business of a Third Party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Consultant must immediately declare it to the Contracting Authority.
- 1.13.5 The Consultant warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event that the Consultant becomes aware of any matter that causes or is likely to cause a conflict in relation to the Consultant's performance under the Contract, the Consultant must immediately disclose such matter to the Contracting Authority in writing.

1.13.6 If the Contracting Authority is of the opinion that a conflict exists as a result of the Consultant's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Consultant to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Consultant, its Personnel, or Contractors, which may or may appear to impair the ability of the Consultant to perform the Services diligently and independently.

**1.14
Translation of
Documentation**

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

**1.15
Severability**

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

**2.1
Effective date
of Contract**

2.1.1 The effective date of 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 Contract is established in the SC.

**2.3
Amendment
and Waiver**

2.3.1 Any changes to the Services (with the exception of changes to the output level), value or period of Contract, modifications to any terms and conditions of the Contract, or to the logic model at the intermediate outcome level or higher will only be valid if effected by means of a written amendment to the Contract executed by the Parties on a document entitled "Amendment".

2.3.2 A waiver of any condition or right of the Contract by a Party is only valid if it is made in writing by the Contracting Authority or by a duly authorized representative of the Consultant

2.3.3 A waiver of any condition or right of the Contract will not prevent a Party from enforcing that right or condition in the case of a subsequent breach.

**2.4
Contract
Approvals**

2.4.1 Acceptance of Plans and Reports

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 Delays Related to Approval

(a) The Technical Authority may request modifications to the plans and reports, Contract Change Forms, Project Change Forms through a notice as described in GC 1.6.

(b) If modifications are requested, unless otherwise specified in the notice by the Technical Authority, the Consultant must address the requested modifications to DFATD satisfaction within 20 working days.

**Contract
Change Form**

2.4.3 The types of changes to the contract detailed below must be approved by the Technical Authority through a Contract Change Form:

(a) The addition of a new position or a change in an existing position's description or level (in terms of qualifications and experience), or the replacement of Personnel with an individual with lower qualification as described in the GC 4.4.

(b) Any Fees related to the addition of a position or modification of Fees related to a change in a position, or replacement of Personnel as described under (a). The Fees for replacement of Personnel with lower qualifications must be adjusted downward.

Fees are subject to verification and negotiation, if required, in accordance with the Consultant's procurement plan and/or DFATD's Guide for Rate

Validation. In addition, Fees for local Professionals and Local Support Staff are subject to negotiation and must not exceed local market rates.

- (c) Changes to the titles of the outputs or immediate outcomes identified in the logic model and changes to the descriptions of the outputs (if applicable) in Annex B, Terms of Reference.
- (d) Reallocation of funds between the categories Fees, overseas costs for Personnel on long-term assignment and Reimbursable Expenses as established in Annex A, Basis of Payment.

Changes become effective and amend the Contract on the date of the Technical Authority's approval of the Contract Change Form. Such changes will eventually be included in a subsequent amendment.

Project Change Form and Annual Work plan

2.4.4 The types of changes to the Contract detailed below must be approved by the Technical Authority through a Project Change Form or annual work plan as the case may be:

- (a) Replacement of any member of the Personnel assigned to an existing position(s) with a substitute with equivalent or better qualifications and experience or initial staffing of an individual to an existing position. Fees related to an existing position must remain unchanged. The overseas costs associated to the position(s) for the Personnel on long-term assignment must remain unchanged;
- (b) New sub-activities, changes to sub-activities, or any increase or decrease greater than 10 percent, or \$10,000 whichever is greater, in the distribution of cost among the budget line items specified in Annex A, Basis of Payment.

Changes become effective on the date of the Technical Authority's approval of the Project Change Form or annual work plan, as the case may be.

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 working days, the Consultant must also provide to the Technical Authority, for approval, a clear work around plan explaining in details the steps that the Consultant proposes to take in order to minimize the impact of the event causing the delay 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 GC 2.7 below; or
- b) terminate the Contract for convenience in whole or in part as per the GC 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 but are not limited to: Fees and overseas costs for Personnel on long-term assignment in the Recipient Country and Reimbursable Expenses such as expenses of the local office (electricity, rent, etc.) 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 GC 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 GC 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 GC 2.6, the Contracting Authority may require the Consultant to deliver to DFATD or the Recipient Country, in the manner and to the extent directed by the Contracting Authority, anything that the Consultant has acquired or produced specifically to perform the Contract.

2.7 Suspension of Services

2.7.1 The Contracting Authority may at any time, by written notice, order the Consultant to suspend or stop the Services under the Contract or part of the Services under the Contract for a period of up to 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 GC 2.8 or 2.9.

2.7.2 When an order is made under the GC 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 GC 2.7.1 is cancelled, the Consultant must resume the Services in accordance with the Contract as soon as practicable. If the suspension 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 GC 2.6.1, if the Consultant is in default of carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Consultant, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Consultant has not cured the default to the satisfaction of the Contracting Authority within that cure period. If the Contract is terminated in part only, the Consultant must proceed to complete any part of the Contract that is not affected by the termination notice.

2.8.2 If the Consultant becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Consultant, or an order is made or a resolution passed for the winding down of the Consultant, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Consultant, immediately terminate for default the Contract or part of the Contract.

2.8.3 If DFATD gives notice under the GC 2.8.1 or 2.8.2, the Consultant will have no claim for further payment except as provided under GC 2.8. The Consultant will be liable to DFATD for all losses and damages suffered by DFATD because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by DFATD in procuring the Services from another source. The Consultant agrees to repay immediately to DFATD the portion of any advance payment that is unliquidated at the date of the termination.

2.8.4 Upon termination of the Contract under this GC 2.8, the Contracting Authority may require the Consultant to deliver to DFATD or the Recipient Country, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Services not delivered and accepted before the termination and anything the Consultant has acquired or produced specifically to perform the Contract. In such case, subject to the deduction of any claim that DFATD may have against the Consultant arising under the Contract or out of the termination, DFATD will pay or credit to the Consultant:

- (a) the value of the Fees and overseas costs for Personnel on long-term assignment for all completed parts of the Services performed and accepted by DFATD in accordance with the Contract;

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

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

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

2.9 Termination for Convenience

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

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

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

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

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

2.10 Cessation of Rights and Obligations

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

- (a) such rights and obligations as may have accrued on the date of termination or expiration;
- (b) the obligation of confidentiality set forth in the GC 3.2;
- (c) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in the GC 3.5; and
- (d) any right which a Party may have under the Law governing the Contract as specified in 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 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, Contractors 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 on 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 by 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/ or upon completion of the Services.

3.2 Confidentiality and privacy

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

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

- 3.2.3 Subject to the Access to Information Act (R.S.C. 1985, c. A-1) and to any right of DFATD under the Contract to release or disclose, DFATD will not release or disclose outside the Government of Canada any information delivered to DFATD under the Contract that is proprietary to the Consultant, Sub-consultant or a Contractor.
- 3.2.4 The obligations of the Parties set out in this GC 3.2 do not apply to any information if the information:
- (a) is publicly available from a source other than the other Party; or
 - (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
 - (c) is developed by a Party without use of the information of the other Party.
- 3.2.5 Wherever possible, the Consultant will mark or identify any proprietary information delivered to DFATD under the Contract as "Property of (Consultant's name), permitted Government uses defined under DFATD Contract No. (fill in contract number)". DFATD will not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.

3.3

Insurance to Be Acquired by the Consultant

Insurance Specified by DFATD

- 3.3.1 The Consultant must acquire and maintain insurance specified in the SC at its own cost. 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 GC 2.2.

Additional Insurance

- 3.3.2 The Consultant is responsible for deciding if insurance coverage other than that specified in the SC is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Consultant's own expense, and for its own benefit and protection.

Insurance Certificates

- 3.3.3 If requested by the Contracting Authority, the Consultant must provide, within the timeframe indicated in the notice, the proof of insurance in the form of a certificate or certificates confirming that the insurance is in force.

Litigation

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

No Waiver

- 3.3.5 Compliance with the insurance requirements does not relieve the Consultant from or reduce its liability under any other provisions set forth under the Contract.

3.4 Security Requirements

- 3.4.1 The security requirements associated with this Contract, if any, are specified in Annex C, Security Requirement Checklist (SRCL) and in the SC.

Consultant's Responsibility to safety and protection of Personnel and Sub-consultants

3.4.2 **Obligations Related to Security**

- (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 and/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 Advice and Advisories» issued by the Government of Canada.

The security provisions applicable to Afghanistan contracts are specified in the SC.

3.4.3 **Security Measures**

- (a) Except for Afghanistan contracts, it is the sole responsibility of the Consultant to conduct a security assessment and take any and all necessary measures to ensure its own security and the security of its Personnel. If the Consultant determines that a security plan is necessary, the Consultant will develop, adapt and implement a security plan based on international best practices in this area, taking the following into consideration:

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

- (b) The security provisions applicable to Afghanistan contracts are specified in the SC.

For all contracts:

- (c) 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.

3.4.4 Personnel

For the purposes of the GC 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 GC 3.4.4 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 GC 3.4.4 a) and b)

For the purposes of the GC 3.4, the term "Personnel" excludes Sub-consultants and individuals involved in the Project either under employment or service contracts with Sub-consultants.

3.4.5 Sub-consultants and Contractors

Unless DFATD agrees in writing, the Consultant must ensure that each of its Sub-consultants and Contractors are bound by terms and conditions compatible with and, in the opinion of the Contracting Authority, not less favorable to DFATD than the terms and conditions of the GC 3.4.

**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 and advance payments made 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 Authorization to Continue

- 3.6.1 If specified in the SC, the following clause is applicable:
- 3.6.2 Upon completion of the plans and reports identified in the SC and described in the Annex B, Terms of Reference, the Contracting Authority will notify the Consultant, in writing, either that DFATD intends to proceed with the Contract or that DFATD wishes to withdraw any further support to the project.

If DFATD decides to withdraw its support, it will so inform the Consultant in writing and the Contract will be deemed to have come to an end without any cost or liability to DFATD.

3.7 Ownership of Intellectual and Other Property Including Copyright

Definitions

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

Licenses and Assignments

Beneficiaries of the assistance project

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

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

3.7.3 Assignment of rights in lieu of a licence

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

Her Majesty

3.7.4 Licence for any work created under the contract for the needs of beneficiaries

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

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

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

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

Licence for works created outside the Contract

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

Moral rights

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

Ownership symbol and public recognition

3.7.8 The Consultant must ensure that:

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

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

Transfer of Obligations

3.7.9 Transfer of Obligations to Employed Creators

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

3.7.10 Transfer of Obligations to Any Contractual Network of the Consultant

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

Description of works

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

Copies to be delivered

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

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

3.7.13 Certification regarding Clearance of Rights

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

3.7.14 Warranty regarding Non Infringement of Rights

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

3.7.15 Certification of Compliance

Before the Technical Authority makes its final or last payment under the contract, the Consultant must enumerate, in the Certification required by the Technical Authority, any work created under the contract. The Consultant must also declare in this certification that it has delivered to the Technical Authority and to each beneficiary designated by Technical Authority, the drafts, versions, and copies required by the Technical Authority for each of these works. The Consultant must also list (name and address), in an annex to the certification, each owner and each co-owner of rights in any work for which the Technical Authority has not required assignment of rights under the contract.

3.8 Intellectual Property Infringement and Royalties

- 3.8.1 If anyone makes a claim against DFATD or the Consultant concerning intellectual property infringement or royalties related to the work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against DFATD, according to the *Department of Justice Act*(R.S.C, 1985, c. J-2), the Attorney General of Canada will have the control and conduct of all litigation for or against DFATD, but the Attorney General may request that the Consultant defend DFATD against the claim. In either case, the Consultant agrees to participate fully in the defense and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. The settlement of any claim by the Consultant must be approved in writing by the Attorney General of Canada.

- 3.8.2 The Consultant has no obligation regarding claims that were only made because:
- (a) DFATD modified the work or part of the work without the Consultant's consent or used the work or part of the work without following a requirement of the Contract; or
 - (b) the Consultant used equipment, drawings, specifications or other information supplied to the Consultant by DFATD (or by someone authorized by DFATD); or
 - (c) the Consultant used a specific item of equipment that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Consultant has included the following language in its own contract with the supplier of that equipment: "[Supplier name] acknowledges that the purchased items will be used by DFATD. If a Third Party claims that equipment supplied under this Contract infringes any intellectual property right, [supplier name], if requested to do so by either [Consultant name] or DFATD, will defend both [Consultant name] and DFATD against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Consultant's responsibility and, if the Consultant does not do so, it will be responsible to DFATD for the claim.

3.8.3 If anyone claims that, as a result of the work, the Consultant or DFATD is infringing its intellectual property rights, the Consultant will immediately do one of the following:

- (a) take whatever steps are necessary to allow DFATD to continue to perform the allegedly infringing part of the work; or
- (b) modify or replace the work to avoid intellectual property infringement, while ensuring that the work continues to meet all the requirements of the Contract; or
- (c) refund any part of the Contract price that DFATD has already paid.

If the Consultant determines that none of these alternatives can reasonably be achieved, or if the Consultant fails to take any of these steps within a reasonable amount of time, DFATD may choose either to require the Consultant to act in accordance with the GC 3.8.3 (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the work, in which case the Consultant will reimburse DFATD for all the costs it incurs to do so.

3.9 Liability

3.9.1 The Consultant is liable for any damage caused by the Consultant, its Personnel, Local Support Staff, Contractor(s) or agents to DFATD or any Third Party. DFATD is liable for any damage caused by DFATD, its employees or agents to the Consultant or any Third Party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the GCs or SCs. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

3.10 Equipment, Vehicles and Materials

Equipment, Vehicles and Materials Furnished by DFATD

- 3.10.1
- (a) Equipment, vehicles and materials made available to the Consultant by DFATD must be used by the Consultant solely for the purpose of the Contract and will remain the property of DFATD. The Consultant must maintain adequate accounting records of all equipment, vehicles and materials furnished by DFATD and, whenever feasible, mark it as being the property of DFATD.
 - (b) The Consultant must take reasonable and proper care of all equipment, vehicles and materials furnished by DFATD while it is in its possession or subject to its control. The Consultant is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by force majeure, ordinary wear and tear.
 - (c) At the time of submission of the final report, the Consultant must provide to DFATD an inventory of and return to DFATD all equipment, vehicles and materials furnished by DFATD relating to the Contract.

**Equipment,
Vehicles and
Materials,
Services or
Assets Purchased
by the Consultant**

3.10.2 Where the Consultant procures equipment, vehicles, materials, services, or assets to meet the requirements of the Contract, 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 subject to audit.

3.10.3 Equipment, vehicles and materials purchased by the Consultant wholly or partly with funds provided by DFATD, will be the property of the Consultant until transferred to a Recipient Country or another approved entity in accordance with the approved disposal plan and will be marked accordingly by the Consultant until such transfer.

3.10.4 At the time of submission of the final report, or as required at any other time, the Consultant will make available to DFATD an inventory of such equipment, vehicles and materials along with a plan for disposal, and will at no cost transfer such equipment and materials to the Recipient Country or another entity following DFATD's approval of the disposal plan.

**3.11
Use of DFATD/
Recipient
Country
property,
facilities and
electronic media**

3.11.1 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 GC 2.8, for any improper use of electronic media.

**3.12
Public
Recognition**

3.12.1 In consultation with DFATD, the Consultant must ensure visibility and provide public recognition of Canada's support to the Project in publications, speeches, press releases, websites, social media or other communication material. This must be done in a manner compliant with Canada's Federal Identity Program.

3.12.2 The Consultant must plan for, and report on its public recognition activities in accordance with the reporting requirements of the Contract. The Consultant must supply DFATD with a copy of any written or electronic material acknowledging DFATD's support or information on their public recognition activities. DFATD may provide content and input into any supporting communication material.

3.12.3 The Consultant must provide at least fifteen (15) days advance notice to DFATD, unless otherwise agreed upon, of any planned initial public announcement of Canada's support. Prior to the initial announcement or until such time that DFATD publishes the Project in the public domain, communications activities must be limited to routine communications associated with Project implementation. DFATD will have the right to make the initial public announcement or participate in any official ceremony, public event or announcement made by the Consultant.

3.12.4 All public materials issued jointly by DFATD and the Consultant must be judged acceptable by both Parties and will be made available in both English and French.

3.12.5 After consultation, DFATD or the Consultant may request to cease all public recognition activities inter alia for security, programming or other compelling reasons. DFATD and the Consultant will consult each other to determine when the public recognition activities may resume.

**3.13
Economic
Sanctions and
Other Trade
Controls**

3.13.1 The Consultant agrees that funding for the purposes of the Contract will not be knowingly used, either directly or indirectly, in a manner that contravenes economic sanctions imposed by Canada and enforced by regulations under the *United Nations Act* (R.S.C. (1985), c. U-2); the *Special Economic Measures Act* (S.C. (1992), c. 17); the *Justice for Victims of Corrupt Foreign Officials Act* (S.C. (2017), c. 21) as they are amended from time to time, or for activities that would contravene the provisions of the *Export and Import Permits Act*, (R.S.C. (1985), c. E-19). Information on Canadian sanctions and export and import controls can be found at the following links:

https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/index.aspx?lang=eng

https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/types.aspx?lang=eng

<https://www.international.gc.ca/controls-controles/index.aspx?lang=eng>

**3.14
Managing for
Results**

- 3.13.2 The Consultant will consult the above links to be aware of the foreign governments, persons and activities subject to economic sanctions and other trade controls during the period of the Contract.
- 3.13.3 The Consultant will comply with the legislations and regulations related to economic sanctions and other trade controls, and with any modifications made to them, during the period of the Contract, and will require such compliance by its Personnel, Local Support Staff and Contractor(s).
- 3.13.4 The Consultant will notify the Department immediately if it is unable to complete the Contract as a result of sanctions or other trade controls. The Consultant agrees that if it does not comply with this Article, the Department will determine an appropriate course of action, including the suspension or termination of the Contract.
- 3.13.5 The Consultant will include a corresponding provision in all subcontracts and sub-agreements it signs for the purposes of the Contract.
- 3.14.1 The Consultant must monitor project outputs and outcomes using indicators specified in the most recently approved version of the Performance Measurement Framework.
- 3.14.2 The Consultant must propose adjustments to sub-activities and outputs, in accordance with the provisions of the contract detailed under the GC 2.4, to ensure achievement of outcomes at the immediate, intermediate and ultimate levels.
- 3.14.3 Unless indicated otherwise in the SC, the Consultant must notify the Technical Authority within 5 working days of any issues, problems, or potential risks that may affect the achievement of the project immediate outcome or higher. The Consultant must notify the Technical Authority using a notice as described in the GC 1.6. In the notice, the Consultant must provide an estimate of the financial impact on the annual budget of the identified issues, problems or potential risks. The Consultant must immediately work on alternate solutions and provide the Technical Authority with a work around plan (adjustment of sub-activities or outputs) within a time limit established by the Technical Authority.
- 3.14.4 The Consultant is requested to advise the Technical Authority of any innovative sub-activities and outputs that may improve the achievement of project immediate outcome or higher, as described in the logic model.

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 one person-day to be claimed by the Personnel cannot exceed the number indicated in the SC. Any overtime requires prior authorization by DFATD. This applies to all Personnel. The Fees for less than one (1) day will be calculated by dividing the Fee by the number of hours indicated in the SC and multiplying the result by the number of hours actually worked during the Day.

**4.3
Language
Requirements**

- 4.3.1 If stated in Annex B, Terms of Reference, the Consultant has an obligation to provide the Personnel that meets the language requirements.
- 4.3.2 In accordance with the GC 4.4, the Consultant must replace any Personnel whose language ability is considered inadequate by DFATD.

**4.4
Replacement of
Personnel**

***New Position,
Changes in
Position
Description or
Level of an
Existing
Position or
initial staffing***

- 4.4.1 The Consultant may propose a new position or a change the position description or the level (in terms of qualification and experience) of an existing position. The Consultant must submit to DFATD for its approval a detailed position description for the position, the curriculum vitae of the proposed individual, a written detailed justification as well as a rate justification for the request using a Contract Change Form.

- of existing position* 4.4.2 Where applicable, a Project Change Form must be used by the Consultant to propose an individual for an existing position that was not previously staffed. The Consultant must submit the curriculum vitae of the proposed individual to DFATD for its approval.
- Existing Position - Replacement of Personnel* 4.4.3 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 GC 4.4.3, 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 replacement is contemplated, the Consultant must submit to DFATD for its approval a detailed curriculum vitae of the proposed individual using a Project Change Form as indicated in the GC 2.4.4. 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 qualification than the original individual, DFATD may, at its sole discretion, accept an individual with lower qualifications. In this case, Fees will be negotiated in accordance with the GC 2.4.3.
- 4.4.4 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).
- 4.5 Harassment in the workplace** 4.5.1 The Consultant must respect and ensure that all members of its Personnel and/ or its Contractor(s) and the Local Support Staff respect, in relation to persons working for DFATD, the Treasury Board [Policy on harassment Prevention and Resolution](#) as well as the standards of non-discrimination set out in [Canadian Charter of Rights and Freedoms](#) when rendering any part of the Services.
- 4.6 Improper conduct or abandonment of position** 4.6.1 During the period of the Contract, the Consultant must refrain from any action which might be prejudicial to the friendly relations between Canada and the Recipient Country, and must not participate directly, or indirectly, in any political activity whatsoever in the Recipient Country. The Consultant must maintain the standards of non-discrimination described in GC 3.1.2 (a) and GC 4.5.1 during this Contract whether the work is performed in Canada, in the Recipient Country or in any other location. The Consultant must ensure that its Personnel, Local Support Staff and Contractor(s) are also bound by these provisions.
- 4.6.2 The Consultant must inform all members of its Personnel, Local Support Staff and Contractor(s) assigned to the project that any instance of improper conduct, gross negligence or abandonment of a position before completion of the project will constitute sufficient grounds for immediate dismissal. In such an event, payment of the Fees and all other payments will cease as of the date of this dismissal, and no payments will be made by DFATD for homeward travel or removal expenses unless otherwise agreed to in writing by the Technical Authority.
- 4.6.3 The Consultant will be advised in writing of any complaint related to harassment or discrimination and will have the right to respond in writing. Upon receipt of the Consultant's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken. This may result in Suspension of Services in accordance with GC 2.7 or Termination due to default of Consultant in accordance with GC 2.8.

5. OBLIGATIONS OF DFATD

- 5.1 Goods and Services Provided by the Recipient Country** 5.1.1 Annex B, Terms of Reference, indicates what goods and services will be provided by the Recipient Country, if any. If the Recipient Country does not make available the specified goods and services, the Consultant must inform DFATD as soon as possible. DFATD and the Consultant will then consider what measures to take in order to remedy the situation.
- 5.2 Method of Payment** 5.2.1 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 GC 6.

6. PAYMENTS TO THE CONSULTANT

**6.1
Contract
Amount and
Limitation of
Expenditure**

- 6.1.1 Subject to the application of the other terms and conditions specified in this Contract, DFATD will pay the Consultant up to the maximum amount specified in the SC.
- 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 stipulated in the GC 6.1.1.
- 6.1.3 In accordance with section 40 of the Canadian *Financial Administration Act* (R.S., c. F-11, s. 40), payment under the Contract is subject to there being an appropriation for the particular service for the fiscal year in which any commitment hereunder would come in course of payment.
- 6.1.4 The Consultant must promptly notify the Technical Authority in writing as to the adequacy of the amount mentioned in the GC 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 GC 6.1.4 will not increase DFATD's liability over the contract amount.

Taxes

- 6.1.6 **Applicable Taxes**
- Federal government departments and agencies are required to pay Applicable Taxes. The Applicable Taxes is not included in the maximum Contract amount specified in the GC 6.1.1. The estimated amount of Applicable Taxes is specified in the SC. Applicable Taxes will be paid by DFATD as provided in GC 6.1.9. It is the sole responsibility of the Consultant to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Consultant agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
- 6.1.7 The Consultant is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Consultant must pay applicable provincial sales taxes, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- 6.1.8 **Applicable Taxes included in the cost of Services:**
- Notwithstanding any other terms and conditions of the Contract, the Consultant acknowledges that the Fees, prices and costs specified in the Contract:
- (a) Take into account the Applicable Taxes, municipal taxes and provincial sales tax, if any, that the Consultant must pay on the goods and services that the Consultant procures to provide the Services stipulated in this Contract, less the Applicable Taxes and provincial sales tax credits and rebates to which the Consultant is entitled;
 - (b) Do not take into account the Applicable Taxes that DFATD will remit to the Consultant and that the Consultant must collect from DFATD pursuant to the *Excise Tax Act* (R.S.C., 1985, c. E-15), as prescribed in the GC 6.1.6 and specified in accordance with the terms and conditions stipulated below.
- 6.1.9 For the purposes of applying the GC 6.1.6, the amount of Applicable Taxes, if any, must be indicated separately on requisitions for payment, financial reports or other documents of a similar nature that the Consultant submits to DFATD. All items that are zero-rated, exempt or to which these Applicable Taxes do not apply, must be identified as such on all invoices.
- 6.1.10 **Tax Withholding**

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

6.2 Basis of Payment

- 6.2.1 Subject to the Contract amount specified in the GC 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 GC 6.2.2 and 6.2.3;
 - (b) Overseas costs for Personnel on long-term assignment (Personnel assigned to the project in the Recipient Country for 12 or more consecutive months) as set forth in the GC 6.2.5; and
 - (c) Reimbursable Expenses at cost without mark-up as set forth in the GC 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 GC 2.1 at the Fees referred to in Annex A, Basis of Payment and as specified in the GC 6.3. A detailed basis of payment is provided in Annex A.
- 6.2.3 The Fees referred to under the GC 6.2.2 above will include:
- (a) For the Personnel based in Canada or on short-term assignment in the Recipient Country (less than 12 consecutive months), the Fees for the portion of time directly related to the performance of the Services are inclusive of all mark-ups, including paid and time-off benefits, overhead and profit, and are limited to a number of hours per Day specified in the SC in Canada up to a 5 Days per week and 6 Days per week in the Recipient Country, unless previously authorized in writing by DFATD.
 - (b) For Personnel on long-term assignment in the Recipient Country (12 consecutive months or more), the Fees for the portion of time directly related to the performance of the Services are inclusive of all mark-ups, including paid and time-off benefits, overhead and profit. The time chargeable is limited to a number of hours per Day specified in the SC up to 6 Days a week, unless previously authorized in writing by DFATD.
 - (c) For Local Professionals, the Fees for the portion of time directly related to the performance of the Services are inclusive of all mark-ups, including paid and time-off benefits, overhead and profit, and are limited to a number of hours per Day specified in the SC up to 6 Days a week, unless previously authorized in writing by DFATD.
- 6.2.4 The Fees stated in the GC 6.2.3 may be charged to DFATD while the individual is on Travel Status. The number of person-days allowed will be determined and approved by DFATD on the basis of the points of origin and destination.
- 6.2.5 For Personnel on long-term assignment in the Recipient Country (12 consecutive months or more):
- 6.2.5.1 a monthly rate per year inclusive of housing; basic utilities; and other expenses;
 - 6.2.5.2 the total cost of relocation including a firm cost for mobilization and demobilization.
- 6.2.6 If specified in the SC, the Consultant may apply an administrative mark-up on Fees of Sub-consultants and costs of Contractors as detailed in the SC.
- 6.2.7 The following expenses actually and reasonably incurred by the Consultant in the performance of the Services are considered Reimbursable Expenses :

[The National Joint Council Travel Directive and the Special Travel Authorities serves as a ceiling for unit prices of certain Reimbursable Expenses]

- (a) Travel and Living Expenses: The cost of travel while on Travel Status and the cost of other transportation, will be reimbursed in accordance with the National Joint Council Travel Directive, (the “Directive”) and the Special Travel Authorities Directive (the “Special Directive”), which take precedence over the Directive:
 - (i) the cost of commercial transportation based on the lowest available fares, using the most direct routing and, whenever possible, the services of Canadian carriers. The Consultant must endeavour to

obtain the lowest possible airfare, such 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, incidentals and private vehicle usage, in accordance with 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;
 - (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, in accordance with the provisions of paragraph 7.8 of the Special Travel Authorities Directive and Appendix D of the Directive;
 - (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";
 - (vi) the Directive is available on the National Joint Council Internet site at the following address: <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and the Special Travel Authorities Directive is available on the Treasury Board Internet site at the following address: <http://www.tbs-sct.gc.ca>
- (b) purchase and transportation costs of equipment, and supplies required to carry out the project;
 - (c) project-related communication costs, including but not limited to long-distance charges, internet, fax, mailing and courier;
 - (d) translation, interpreters and word processing costs directly related to the project, project-related printing and copying costs (including printing extra copies of documents and microcopying);
 - (e) bank transfer fees related to the execution of the project;
 - (f) the actual cost of salaries and fringe benefits for Local Support Staff, excluding Local Professionals;
 - (g) allowances for DFATD award students and trainees, in accordance with DFATD's Management of Students and Trainees in Canada, Manual for Executing Agencies;
 - (h) 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 the Recipient Country, who have been identified by the Recipient Country to either receive training and/or work with the Personnel on the project;
 - (i) field office expenses, including:
 - (i) actual and Reasonable Costs of office rental, cost to rehabilitate the office space (if necessary), maintenance of and insurance on office equipment, utilities (including telephone and internet lines) and supplies;
 - (ii) actual and Reasonable Costs of vehicles purchase or rental required for the project, and the operation and maintenance of vehicles, including but not limited to fuel, oil, registration, insurance and regular maintenance; and
 - (iii) actual and Reasonable Costs of all other justifiable field office expenses as approved in advance by DFATD (normally as part of a work plan).

- (j) actual and Reasonable Costs of training, including but not limited to tuition, student allowances (except for in Canada), textbooks and manuals, rental of training facilities, presentation equipment and supplies, and excluding cost of Contractor(s) and Personnel, related to observation tours, studies, workshops, and seminars as approved in advance by DFATD (normally as part of a work plan);
- (k) actual and Reasonable Costs of the Contractor(s), who may be contracted to perform part of the services described in Annex B, Terms of Reference, including labour and materials; and
- (l) any other reasonable expenses which are not considered to be Fees, overseas costs for Personnel on long-term assignment, overhead or direct costs and that are not included in the above categories, that are specified in the SC and required to carry out the project.

**6.3
Provisions for
Multi-year
Contracts**

- 6.3.1 Fees and monthly rates are fixed on an annual basis.
- 6.3.2 If the Personnel are added during the period of the Contract, the Consultant must propose fixed annual Fees for the remaining Contract period. If DFATD accepts the proposed individual and the Fees, the fixed annual Fees becomes effective on:
 - (a) the Contract anniversary date; or
 - (b) if the date has passed, the date of the first workday for which the Consultant invoices DFATD after 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 Payments by the Consultant to its Local Professionals, Local Support Staff and local Contractor(s) may be in the local currency.
- 6.4.3 Actual expenditures incurred in currencies other than Canadian dollars for project purposes must be converted using either FIFO (first in, first out) or weighted average method. These methods ensure that there will be neither gain nor loss from the conversion of the exchange rate. Any other method used by the consultant will be inadmissible.

**6.5
Irrevocable
Standby Letter
of Credit (ISLC)**

- 6.5.1 Irrevocable Standby Letter of Credit (ISLC) is used for the following purposes:
 - (a) To cover advances, if permitted

If the SC permits advance payments to the Consultants under the Contract, no advance must be made until the Consultant or any member, provides DFATD with an ISLC acceptable to DFATD in the amount of the advance. An ISLC must be in place before any advance is made and must remain in effect until the entire advance payment has been liquidated.
 - (b) To guarantee the Consultant's obligations under the Contract

The Consultant must provide to the Technical Authority within twenty eight (28) Days of signing the Contract an ISLC in accordance with GC 6.5.3, covering the Consultant's obligations under this Contract. The ISLC must be for the face amount, in Canadian dollars, as specified in the SC.

The Consultant must, at all times, maintain a valid and enforceable ISLC. The Consultant may provide a single ISLC covering the whole duration of the Contract or may provide an ISLC of a shorter duration, which must provide for its automatic renewal. In the event of the non-renewal of the ISLC, the Consultant must provide DFATD a copy of the non-renewal notice from the issuer within 10 Days of receipt and provide DFATD with a new ISLC to replace the former.

Failure on the part of the Consultant to maintain the ISLC will constitute an event of default under the Contract.
- 6.5.2 An ISLC must be in Canadian dollars.
- 6.5.3 An ISLC and amendments to an ISLC submitted by the Consultant must be sent to the Technical Authority. The ISLC itself must clearly indicate the following information: the Bank's reference number; the Bank's name and address; the date of issue; the expiry date; the name and address of the Consultant; the name of the payee: **Receiver General of Canada Attn: DFATD Branch name and address indicated in the SC 1.6.1**; the Purchase order number (PO); the project name and number; name of the Technical Authority; the face amount of the letter

of credit; 'Payable in demand' or 'Payable at sight'; 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. 600; 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); a provision for the renewal of the letter of credit (where applicable).

6.5.4 All costs related to the issuance and maintenance of the ISLC will be at the Consultant's own expense.

6.6 Advances

6.6.1 A detailed list of expenses eligible for advance, if any, is specified in the SC.

6.6.2 No advance will be made until DFATD receives and approves a formal request for advance acceptable to DFATD in form and content covering a period not exceeding three (3) months, clearly indicating amounts required and including a forecast of estimated costs and any other information required by DFATD.

6.6.3 The Consultant must maintain records of all funds received and costs incurred and must submit to DFATD a statement of advances received and funds disbursed, acceptable to DFATD in form and content, at least once every three (3) months.

6.6.4 The Consultant must account for each advance payment, and each advance or any portion of advance must be recovered from the expenses for which the advances are made and will be deducted by DFATD starting from the first statement produced by the Consultant for these expenses until each advance is completely reimbursed. However, if the amount of an advance is in excess of the expenses incurred for which the advance was authorized the difference will be deducted out of any money payable by DFATD to the Consultant.

6.6.5 The Consultant must maintain an interest bearing account whenever possible into which the Consultant must deposit, apart from all other funds of the Consultant, all advances made by DFATD to the Consultant under this Contract. Any and all interest earned may be utilized for project purposes only at the end of the project if approved in advance by DFATD.

6.6.6 Where an advance payment has been made to the Consultant which, in the opinion of DFATD, is no longer required by the Consultant for the purposes of the Contract, the Consultant must upon first demand from DFATD, return to DFATD such advance payment or any unliquidated portion together with any incidental interest earned.

6.6.7 For the purposes of the GC 6.6.6, incidental interest earned means the amount of interest earned by the Consultant on the advance payment.

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 GC 6.7.2 through 6.7.7, DFATD will pay the Consultant, not more often than once per month, the Fees, overseas costs for Personnel on long-term assignment and Reimbursable Expenses outlined in the GC 6.2 paid by the Consultant during the previous month.

6.7.2 No payments will be made to the Consultant until DFATD receives properly completed documentation specified in the SC.

6.7.3 All invoices, statements, payment requests and other similar documents submitted by the Consultant must indicate the codes specified in the SC and must be sent to DFATD at the address set out in SC.

6.7.4 Within 15 Days of the receipt of the documentation required under the GC 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.

6.7.5 Any Fees, overseas costs for Personnel on long-term assignment or Reimbursable Expenses paid by the Consultant which are the subject of the notification in the GC 6.7.4 will be excluded for the purposes of payment under the GC 6.7.1 until the Fees, overseas costs for Personnel on long-term assignment or Reimbursable Expenses have been accepted by DFATD.

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

6.7.7 With the exception of the final payment under the GC 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, Local Support Staff or Contractor(s) have been fully discharged, DFATD will pay the balance due against the Contract.

**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 GC:

- (a) "amount due and payable" means an amount payable by DFATD to the Consultant in accordance with the GC 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 GC 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 GC 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 advance payments.

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 and/ or a Contractor(s) 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 an agreement is not reached, the [Internal Review Mechanism \(IRM\)](#) is available to facilitate dispute resolution. The Consultant may submit its complaint using the [IRM Enquiry Form](#). In the event that no settlement is reached through this process, 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 Works 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. Special Conditions (SC) of Contract

Number of GC	Amendments of, and Supplements to, the General Conditions of the Contract
Definitions (f), (cc) and 1.9	<p>Contracting Authority</p> <p>The Contracting Authority for this Contract is:</p> <p style="text-align: center;"><i>«Title of the delegated signing authority as per DFATD Delegation Instrument »</i></p> <p>Department of Foreign Affairs, Trade and Development</p> <p>Telephone: Facsimile: Email:</p> <p>Technical Authority</p> <p>The Technical Authority for this Contract is:</p> <p style="text-align: center;"><i>«Title of the Project Manager»</i></p> <p>Department of Foreign Affairs, Trade and Development</p> <p>Telephone: Facsimile: Email:</p>
Definitions (p)	<p>For the purpose of this Contract, the following positions are also acceptable under the Local Support Staff:</p> <p style="text-align: center;"><i>[Insert details]</i></p>
Definitions (x)	Recipient Country is Haiti.
1.3.1	The law governing the contract is the law applicable in the province or territory of <i>[insert province or territory]</i>
1.6.1	<p>The addresses are:</p> <p>DFATD :</p> <p style="padding-left: 40px;">Distribution and Mail Services - AAG Lester B. Pearson Building 125 Sussex Drive Ottawa, Ontario Canada K1A 0G2</p> <p>Attention : <i>[insert name of the contracting authority- Organisation Symbol]</i>_ Facsimile : _____</p> <p>Attention : <i>[insert name of the technical authority- Organisation Symbol]</i>____ Facsimile : _____</p> <p>Consultant (all Members of a consortium should be listed here):</p> <p>Attention : _____ Facsimile : _____</p>
1.8	The Member in charge is <i>[insert name of member]</i>
2.2.1	The period of the Contract is from the effective date of the Contract to <i>[insert date]</i> inclusive.

<p>3.3</p>	<p>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:</p> <ul style="list-style-type: none"> (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 Liability 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; and (j) 30 Days written notice of policy cancellation. <p>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:</p> <ul style="list-style-type: none"> (a) 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 (b) 30 Days written notice of cancellation. <p>3. Health Insurance The Consultant will ensure that its Personnel assigned abroad are provided with full information on health maintenance in the Recipient Country, prior to their departure from Canada, and that they are physically capable of performing the assigned duties in that country. Subject to approval, DFATD makes available, through the Centre for Intercultural Learning, pre-departure information sessions, including health matters and foreign-language training as well as post-visit debriefing sessions. In-country briefing sessions are available to Canadian Consultants and the Recipient Country trainees. The Consultant will ensure that its Personnel assigned abroad are covered by adequate health insurance. DFATD will not assume any costs associated with the repatriation of the Personnel or Contractors for medical reasons.</p> <p>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 Insurance throughout the Consultant’s performance of the Contract. The insurance will include the following:</p> <ul style="list-style-type: none"> (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.
<p>3.4.1</p>	<p>Security Requirement: There is no Security Requirement associated with this Contract.</p>
<p>3.4.2</p>	<p>(e) It is recommended that the Consultant subscribe to a security service in order to receive daily security related information.</p>

	(f) DFATD will (to the extent possible) provide information regarding security to the Consultant and may facilitate the provision of additional security briefings.						
3.4.3 (b)	<p>(b) 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. The Consultant will develop, adapt and implement a security plan, which must be based on international best practices in this area and be approved by a security expert, taking the following into consideration:</p> <ul style="list-style-type: none"> i. Security related issues and challenges in Afghanistan in general, and within the Project area; ii. Local customs, laws and regulations; iii. Restrictions and protocols for movement in the Project area, where applicable; iv. Security equipment and equipment-related protocols (vehicles, communications, personal protective equipment, etc.), as required; v. Security and Personnel safety protocols (guards, office, staff housing, the Project area, etc.); vi. Evacuation, including emergency medical evacuation, procedures; vii. Abduction/Missing person protocol(s); and viii. Processes for security awareness updates, as required. 						
3.6.1	<p>Authorization to continue is applicable to this Contract: YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></p> <p>The following plans and reports will be subject to the Authorization to Continue:</p> <ul style="list-style-type: none"> • <i>Project Implementation Plan (PIP)</i> 						
3.14.3	The Consultant must notify the Technical Authority within <i>[insert number of calendar days]</i> Days of any issues, problems, or potential risks that may affect the achievement of the project immediate outcome or higher.						
4.2.1 and 6.2.3	Number of hours in a Day is <i>[insert number of hours]</i> .						
6.1.1	The maximum Contract amount in Canadian dollars is: <i>[insert amount]</i> , Applicable Taxes extra.						
6.1.6	The estimated amount of Applicable Taxes is: <i>[insert amount]</i>						
6.2.6	<p>The administrative mark-up rate is: <i>[insert rate]</i></p> <p>This rate will be applied to Sub-consultants and Contractors added during the implementation of the project as follows:</p> <table border="1" style="margin-left: 40px;"> <thead> <tr> <th style="background-color: #cccccc;"></th> <th>Application of the rate</th> </tr> </thead> <tbody> <tr> <td>Sub-consultants assigned to the project</td> <td>Fees invoiced by the Sub-consultants</td> </tr> <tr> <td>Contractors</td> <td>Costs invoiced by the Contractors</td> </tr> </tbody> </table> <p>When an employee is added during the contract, Consultant’s employees proposed rate will be reimbursed at actual direct salaries plus a mark-up rate that does not exceed the mark-up rate embedded in the all-inclusive firm rates submitted for the employees of the Consultant as part of the proposal. DFATD reserves the right to verify the mark-up charged on the employees added during the contract.</p>		Application of the rate	Sub-consultants assigned to the project	Fees invoiced by the Sub-consultants	Contractors	Costs invoiced by the Contractors
	Application of the rate						
Sub-consultants assigned to the project	Fees invoiced by the Sub-consultants						
Contractors	Costs invoiced by the Contractors						
6.2.7 (l)	<p>In addition to the listed Reimbursable Expenses in the GC 6.2.7, the following expenses will also be considered Reimbursable Expenses under the Contract:</p> <ul style="list-style-type: none"> • <i>Fund for complementary quick-impact activities</i> 						
6.5.1 (a) and 6.6.1	<p>Advance payment is permitted: ___ YES ___ NO</p>						

	<p>The following provisions will apply to the advance payment and the advance payment guarantee:</p> <ul style="list-style-type: none"> (a) Subject to the GC 6.6, DFATD will make advance payments to the Consultant not exceeding <i>[insert amount]</i> in Canadian dollars to cover the following expenses: <ul style="list-style-type: none"> (i) Expenses associated with setting up a new local office in the Recipient Country; (ii) Long-term leases for offices; (iii) Procurement of manufactured equipment (project assets); (iv) Costs associated with students and trainees as specified in DFATD’s Management of Students and Trainees in Canada: Manual for Executing Agencies; and (v) Fund for complementary quick-impact activities. (b) At no time can there be more than 2 outstanding advances and these must not exceed <i>[insert amount]</i> Canadian dollars. (c) The advance payment guarantee (ISLC) must equal the total outstanding advance payments in Canadian dollars.
<p>6.5.1 (b)</p>	<p>The Consultant must provide an Irrevocable Standby Letter of Credit (ISLC) for the face amount of \$625,000 CAD.</p>
<p>6.7.2</p>	<p>No payment will be made to the Consultant until DFATD receives a detailed invoice in <i>[insert number]</i> copies, of the Consultant’s Fees for the Services rendered, monthly rates and expenses paid during the previous month supported by the following documentation properly completed:</p> <ul style="list-style-type: none"> (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. (b) Any relevant details of the costs for Personnel on long-term assignment as may be requested by DFATD. Proof that the costs were actually incurred for the identified Personnel must be provided in a form acceptable to DFATD (e.g. boarding pass, lease, etc). (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. <p>In the event that the number of person-days worked exceeds the total authorized for the week in accordance with the GC 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.</p>

6.7.3	All payment requests, invoices and statements submitted by the Consultant must be sent to DFATD at the following address: <i>[insert address]</i> and must indicate the following codes: Purchase order: <i>[insert number]</i> WBS Element: <i>[insert number]</i> GLAcct/ CC/ Fund: <i>[insert number]</i> Vendor: <i>[insert number]</i> Project number: <i>[insert number]</i>
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III. Annexes

- Annex A: Basis of Payment
- Annex B: Terms of Reference
- Annex C: Security Requirements Check List

ANNEX A – BASIS OF PAYMENT

1. PERSONNEL	FIRM ALL-INCLUSIVE DAILY FEE, \$					LEVEL OF EFFORT (LOE) IN DAYS	SUB-TOTAL ESTIMATED COST
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5		
1.1 Personnel based in Canada or on short-term assignment in the Recipient Country	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5		
<i>Gender equality/human rights specialist</i>						800	
<i>Project officer</i>						600	
1.2 Personnel on long-term assignment in the Recipient Country	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5		
<i>Project director</i>						1 200	
<i>Senior human resources adviser</i>						1 200	
1.3 Local Professionals	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5		
<i>Local senior gender equality specialist</i>						650	
<i>Local environmental specialist</i>						550	
1.4 Additional Personnel and Contractors to be determined during Project implementation, including the mark-up rate of X%							
<i>Sub-Total – Personnel FEES, \$</i>							
1.5 OVERSEAS COSTS FOR PERSONNEL ON LONG-TERM ASSIGNMENT IN THE RECIPIENT COUNTRY	MONTHLY RATE					SUB-TOTAL	
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5		
<i>Project director</i>							
<i>Senior human resources adviser</i>							
1.6 RELOCATION COST FOR PERSONNEL ON LONG-TERM ASSIGNMENT IN THE RECIPIENT COUNTRY	MOBILIZATION			DEMOBILIZATION		SUB-TOTAL	
<i>Project director</i>							
<i>Senior human resources adviser</i>							

<i>Sub-Total – Overseas costs for Personnel on long-term assignment, \$</i>		
2. Reimbursable Expenses		
a) Travel and living expenses		\$
b) Equipment purchase and transportation costs		\$
c) Communication costs		\$
d) Translation and reproduction costs		\$
e) Bank charges		\$
f) Cost of Local Support Staff		\$
g) Allowances for DFATD award students and trainees	NOT APPLICABLE	\$
h) Expenses of counterpart personnel		\$
i) Field office expenses		\$
j) Training expenses		\$
k) Costs of Contractor(s)		\$
l) Fund for complementary quick-impact activities		\$
<i>Sub-Total – Reimbursable Expenses, \$</i>		
CONTRACT AMOUNT, EXCLUDING APPLICABLE TAXES \$		

ANNEX B – TERMS OF REFERENCE (TOR)

(TBD)

PO #:

SEL.: 2020-P-005628-1

ANNEX C – SECURITY REQUIREMENTS CHECK LIST (SRCL)



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 2020-P-005628-1
Security Classification / Classification de sécurité

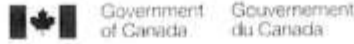
**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine AMC	2. Branch or Directorate / Direction générale ou Direction NDH	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Le consultant devra mettre en oeuvre un projet de 12.5M\$ d'appui à la Police Nationale d'Haïti (PNaH) en matière de gestion des ressources humaines, gestion des équipements, traitement des plaintes, rapportage et intégration de légalité des genres. Il s'agit essentiellement d'un projet de renforcement des capacités qui devra assurer une assistance technique variée.		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis.		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input checked="" type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>	Restricted to / Limité à <input type="checkbox"/>	
Restricted to / Limité à <input type="checkbox"/>	Specify country(ies) / Préciser le(s) pays :	
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRÉT <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRÉT <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRÉT <input type="checkbox"/>		TOP SECRET / TRÈS SECRÉT <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRÉT (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRÉT (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
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Contract Number / Numéro du contrat 2020 P-005628-1
Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité:

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:
Document Number / Numéro du document:

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET- SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscrubbed personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscrubbed personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

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PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉE			CLASSIFIED / CLASSIFIÉE			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COMSEC TOP SECRET / TRÈS SECRET	PROTECTED / PROTÉGÉE			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assais																
Receivements / Bons Production																
IT Media / Support IT																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

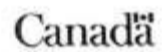


Contract Number / Numéro du contrat 2020-P-005628-1
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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Edith Gouin	Title - Titre Analyste Principale	Signature <i>Edith Gouin</i>	Date 08/11/2019
Telephone No. - N° de téléphone 343-203-4976	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel edith.gouin@international.gc.ca	
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Magdalena Kostrz	Title - Titre A/contract security coordinator	Signature <i>Magdalena Kostrz</i>	Date 2019-11-13
Telephone No. - N° de téléphone 343-203-6856	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel magdalena.kostrz@international.gc.ca	
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Stefanie Cardinal	Title - Titre Senior Contracting Management Services Officer	Signature <i>Stefanie Cardinal</i>	Date 2019-11-14
Telephone No. - N° de téléphone 343-203-0484	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel stefanie.cardinal@international.gc.ca	
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	Date
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité



This Contract has been executed on behalf of the Consultant and on behalf of DFATD by their duly authorized officers.

For and on behalf of each of the Members of the Consultant

[name of Member]

[Authorized representative]

Date [Month Day, Year]

[name of Member]

[Authorized representative]

Date [Month Day, Year]

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

[Authorized representative]

Date [Month Day, Year]

For and on behalf of DFATD

[Authorized representative]

Date [Month Day, Year]