# Request for Proposals (RFP)

Procurement of Consulting and Professional Services

Project Title: Technical Assistance Partnership— Expert Deployment Mechanism (TAP-EDM)

for

DEPARTMENT OF FOREIGN AFFAIRS, TRADE AND DEVELOPMENT (DFATD)

# THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

RFP Closing Date: December 2, 2020 at 2:00 PM, Eastern Standard Time

Bidders Conference: November 9, 2020 from 1 PM to 3 PM, Eastern Standard

**Time** 

Proposal Submission and Receipt Address: Bids@CCC.ca

RFP Reference Number: 105343

**DFATD Point of Contact** 

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RFP Reference # 105343 Page 1 of 126



## **Table of Contents**

PART 1 – GLOSSARY	6
PART 2 – BIDDER INSTRUCTIONS	9
2.1 INTRODUCTION  2.2 GOVERNING LAW	9 10 10 11
3.1 EVALUATION PROCEDURES	
3.2 MANDATORY SUBMISSION REQUIREMENTS	
3.3 BASIS OF SELECTION	
3.4 CLARIFICATION OF PROPOSALS BY DFATD	
3.5 RIGHTS OF DFATD DURING EVALUATION	
3.7 NOTIFICATION OF CONTRACT AWARD	
3.8 Debriefing of Unsuccessful Bidders	
PART 4 – TECHNICAL EVALUATION	14
4.1 TECHNICAL PROPOSAL	14
4.2 MANDATORY EVALUATION	15
4.3 RATED EVALUATION CRITERIA	
4.4 EVALUATION GRID INSTRUCTIONS FOR MANDATORY AND RATED CRITERIA	
PART 5 – FINANCIAL EVALUATION	
5.1 EVALUATION OF FINANCIAL PROPOSALS	
5.2 FINANCIAL PROPOSAL INSTRUCTIONS	
5.3 PRICING BASIS	
5.4 PRICING SCHEDULE	
5.5 INDIGENOUS SUPPLIER INCENTIVE	20
PART 6 – CERTIFICATIONS AND ADDITIONAL INFORMATION	21
6.1 CERTIFICATIONS REQUIRED WITH THE PROPOSAL	
6.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD	25
PART 7 – SECURITY, FINANCIAL CAPABILITY, INSURANCE	26
7.1 SECURITY REQUIREMENTS	
7.2 FINANCIAL CAPABILITY	
7.3 Insurance Requirements	
PART 8 – RESULTING CONTRACT	
1. GENERAL CONDITIONS	29
1.1 RELATIONSHIP BETWEEN THE PARTIES	29

1.2 LAW GOVERNING THE CONTRACT, PERMITS LICENSES, ETC.	29
1.3 COMPLIANCE WITH APPLICABLE LAWS	29
1.4 HEADINGS	29
1.5 PRIORITY OF DOCUMENTS	29
1.6 LOCATION	29
1.7 AUTHORITY OF THE MEMBER IN CHARGE AND CONTACT INFORMATION	29
1.8 DFATD AUTHORITIES	30
1.9 Successors and Assigns	30
1.10 CERTIFICATIONS PROVIDED IN THE PROPOSAL	30
1.11 Integrity Provisions	30
1.12 CONFLICT OF INTEREST	31
1.13 Translation of Documentation	31
1.14 SEVERABILITY	31
2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	31
2.1 PERIOD OF CONTRACT	31
2.2 AMENDMENT AND WAIVER	32
2.3 CONTRACT APPROVALS	32
2.4 EXCUSABLE DELAY	33
2.5 SUSPENSION OF SERVICES	
2.6 TERMINATION DUE TO DEFAULT OF CONTRACTOR	
2.7 TERMINATION FOR CONVENIENCE	
2.8 CESSATION OF RIGHTS AND OBLIGATIONS	
2.9 ASSIGNMENT OF CONTRACT	35
3. OBLIGATIONS OF THE CONTRACTOR	35
3.1 GENERAL STANDARD OF PERFORMANCE	35
3.2 CONFIDENTIALITY AND PRIVACY	
3.3 INSURANCE TO BE ACQUIRED BY THE CONTRACTOR	37
3.4 SECURITY REQUIREMENTS	
3.5 SAFETY AND PROTECTION	
3.6 Initial Visit and Audit	
3.7 OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY INCLUDING COPYRIGHT	40
3.8 INTELLECTUAL PROPERTY INFRINGEMENT AND ROYALTIES	
3.9 LIABILITY	
3.10 EQUIPMENT, VEHICLES AND MATERIALS	
3.11 Public Recognition	
3.12 ECONOMIC SANCTIONS AND OTHER TRADE CONTROLS	
3.13 Managing for Results	45
4. CONTRACTOR'S PERSONNEL	46
4.1 Working Hours, Leave, Etc	46
4.2 REPLACEMENT OF PERSONNEL	46
4.3 HARASSMENT IN THE WORKPLACE	
4.4 IMPROPER CONDUCT OR ABANDONMENT OF POSITION	46
5. OBLIGATIONS OF DFATD	47
5.1 GOODS AND SERVICES PROVIDED BY THE RECIPIENT COUNTRY	47

5.2 METHOD OF PAYMENT	47
6. COMPLAINT MECHANISM AND SETTLEMENT OF DISPUTES	47
6.1 ALTERNATE DISPUTE RESOLUTION	47
6.2 COMPLAINT MECHANISM FOR CONTRACT ADMINISTRATION	47
7. SIGNATURE	48
ANNEX A – STATEMENT OF WORK	49
ACRONYMS	49
REFERENCES	_
DEFINITIONS	50
1.0. PROJECT DESCRIPTION	51
1.1. Objective	51
1.2 Background	
1.3 OUTCOMES	52
1.3.1. Ultimate Outcome	52
1.3.2. Intermediate Outcomes	
1.3.3. Immediate Outcomes	
1.4 CROSS-CUTTING THEMES	
1.4.1. Gender Equality	
1.4.2. Human Rights and Governance	
1.5 BENEFICIARIES	
1.6 GOVERNANCE STRUCTURE	
1.7 TAP-EDM Technical Assistance Request Lifecycle	
1.8 RISKS AND CONSTRAINTS	
1.8.1. Risks	
1.8.2. Constraints	
1.9 SUPPORT PROVIDED BY THE GOVERNMENT OF CANADA	
1.9.1 Department of Foreign Affairs, Trade and Development	
1.10 SUPPORT BY RECIPIENT COUNTRIES	61
2.0 SCOPE OF WORK	61
2.1 GENERAL TASK	61
2.2 SPECIFIC TASKS & REQUIREMENTS	
Requirement 2.2.1: Overall Management and Administration of the Project	
Requirement 2.2.2: Management of the Technical Assistance Activities	
Requirement 2.2.3: Implementation of a Communication and Public Engagement Component	
2.3 MANAGEMENT FOR RESULTS	
2.4.1. Gender Equality	
2.4.2. Environment	
2.4.3. Governance	
2.5 PROVISION OF PROFESSIONAL SERVICES	
2.5.1. Core Positions	65
2.6 PROCUREMENT OF GOODS AND HIRING OF AD HOC PROFESSIONAL RESOURCES	67
2.7 ROLE OF THE CONTRACTOR IN PROJECT STEERING COMMITTEE	67
3.0 TIMEFRAME AND DELIVERY DATES	68



_	Participant of the second of t	
_	DELIVERABLES	
	PREPORTS	
	OTHER DELIVERABLES	
	PENDIX A: LOGIC MODEL – TECHNICAL ASSISTANCE PARTNERSHIP (TAP)	
	PENDIX B: TAP-EDM PERFORMANCE MEASUREMENT FRAMEWORK (PMF)	
	PENDIX C: TECHNICAL ASSISTANCE REQUEST APPROVAL WORKFLOW	
	PENDIX D: DESCRIPTION OF LANGUAGE SCALES/LEVELS	
ANN	EX B – BASIS OF PAYMENT	
1.	CONTRACT AMOUNT AND LIMITATION OF EXPENDITURE	_
2.	BASIS OF PAYMENT	
3.	PROVISIONS FOR MULTI-YEAR CONTRACTS	
4.	CURRENCY OF PAYMENT	
5.	IRREVOCABLE STANDBY LETTER OF CREDIT (ISLC)	
6.	MODE OF BILLING AND PAYMENT	
7.	FINAL PAYMENT	
8.	RIGHT OF SET-OFF	
9.	Interest on Overdue Accounts	
10	DEBTS LEFT IN THE RECIPIENT COUNTRY	98
ANN	EX C -SECURITY REQUIREMENTS CHECK LIST (SRCL)	99
ANN	EX D – EVALUATION CRITERIA	102
MA	NDATORY REQUIREMENTS	102
	TED REQUIREMENTS	
	Requirement A – Bidder's Experience in Managing and Implementing International Development Projects	
	Requirement B – Bidder's Proposed Methodology/Approach to Implement the Project	
	Requirement C – Project Director	
	Requirement D – Project Manager 1	
	Requirement E – Project Manager 2 Requirement F – Communication and Public Engagement Manager	
	Requirement G – Project Coordinator	
	EX E - FORMS AND TABLES	
	DRM 1 – TECHNICAL PROPOSAL SUBMISSION FORM – BIDDER INFORMATION AND ACCEPTANCE (	
	D CONDITIONS	
	DRM 2 – BIDDER'S EXPERIENCE	
	DRM 3 – CV FOR PROPOSED PERSONNEL	
	DRM 4 – PROJECT PERFORMANCE FRAMEWORK (PMF)	
	BLE 1 – Cost of Personnel – Fees for Personnel Positions Identified by DFATD	
	BLE 2 – Intentionally Deleted	
	BLE 3 – CONTRACTOR'S REIMBURSABLE EXPENSES	
	BLE 4 – Intentionally Deleted	
	BLE 5 – SUMMARY OF TOTAL COST	
	BLE 6 - INDIGENOUS SUPPLIER INCENTIVE	126

#### PART 1 - GLOSSARY

Unless the context otherwise requires, the following terms whenever used in this RFP and 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) as well as any local taxes (including but not limited to value added or sales tax, social charges or income taxes on non-resident Personnel, duties, fees, levies) applicable in the jurisdiction where the Services are delivered or performed.
- (b) "Approved Financial Institution" means:
  - 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 Canadian 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) "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 or its Subcontractors.
- (d) "CCC" means the Canadian Commercial Corporation.
- (e) "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister for International Development and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister for International Development has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.
- (f) "Canadian Expert" means in the context of TAP-EDM, a Canadian citizen or permanent resident with relevant educational credentials, niche expertise, and professional experience in the public sector, private sector, academia, or civil society that are aligned with Canada's FIAP action areas, sub-contracted by the Contractor to implement a Task Authorization. The Contractor's, as well as Government of Canada and federal crown corporation active employees cannot be hired or subcontracted as a Canadian Expert under the project.
- (g) "Contractor 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.
- (h) "Contractor" means the person, entity or entities named in the Contract to supply the Services as described in the Contract to DFATD.
- (i) "Contract" means the written agreement between the Parties, which includes the General Conditions (GC), 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.
- (j) "Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as DFATD's representative to manage the Contract.
- (k) "Day" means calendar day, unless otherwise specified.
- (I) "DFATD" means the Department of Foreign Affairs, Trade and Development.
- (m) "DFATD Point of Contact" means Linda Watson, Manager-Procurement, who can be contacted at bids@ccc.ca.
- (n) "Evaluation Team" means a team established by DFATD composed of representatives of Canada and other external suppliers established by DFATD to evaluate the Proposals
- (o) "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.
- (p) "GETS" means Canada's Government Electronic Tendering Services https://buyandsell.gc.ca/.

RFP Reference # 105343 Page 6 of 126

- (q) "Indigenous Person" as referred to by Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) means an Indian, Métis or Inuit person who is a Canadian citizen and a resident of Canada.
- (r) "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.
- (s) "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; on sight
  - (iv) on first request by DFATD to the bank and without question
- (t) "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.
- (u) "Local Professional" means Personnel engaged in the Recipient Country by the Contractor 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.
- (v) "Member" means any of the persons or entities that make up the consortium or joint venture; and "Members" means all these persons or entities.
- (w) "Member in Charge" is the Member authorized to act on behalf of all other Members of a consortium or a joint venture. Any communication between DFATD and the Member in Charge is deemed to be communication between DFATD and all other Members.
- (x) "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 <a href="http://www.njc-cnm.gc.ca/directive/travelvoyage/index-eng.php">http://www.njc-cnm.gc.ca/directive/travelvoyage/index-eng.php</a> and <a href="http://www.tbs-sct.gc.ca/">http://www.njc-cnm.gc.ca/directive/travelvoyage/index-eng.php</a> and <a href="http://www.tbs-sct.gc.ca/">http://www.njc-cnm.gc.ca/directive/travelvoyage/index-eng.php</a> and <a href="http://www.tbs-sct.gc.ca/">http://www.tbs-sct.gc.ca/</a>
- (y) "Party" means DFATD, the Contractor, or any other signatory to the Contract, and "Parties" means all of them.
- (z) "Personnel" means any person or entity engaged by any means by the Contractor and assigned to perform professional, technical and/or administrative Services under the Contract,
- (aa) "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.
- (bb) "Project" means the Technical Assistance Partnership Expert Deployment Mechanism to facilitate the provision of strategic, short-term Canadian technical assistance in response to the expressed needs of national entities in Official Development Assistance (ODA)-eligible countries.
- (cc) "**Proposal**" means the submission made by Bidders in response to this RFP, in two parts: technical proposal component and price component.
- (dd)"Price Proposal" means the price component submitted as part of the Proposal.
- (ee) "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;

RFP Reference # 105343 Page 7 of 126

- - (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.
- (ff) "Recipient Country" means the developing country designated by DFATD as a project owner/ beneficiary as indicated in the Statement of Work.
- (gg) "RFP Closing Date" means the date and time specified on page 1 of the RFP or any extension to this date stipulated by amendment to the RFP by which a Bidder's Proposal must be submitted.
- (hh) "RFP Reference Number" means 105343
- (ii) "Services", unless otherwise expressed in the Contract, means everything that has to be delivered or performed by the Contractor to meet its obligations under the Contract, including everything specified in Annex A - Statement of Work, of the RFP.
- (jj) "Statement of Work" mean the document included in the RFP in Annex A.
- (kk) "Subcontractor" means a person or entity or entities contracted by the Contractor to perform specific Services, through the use of an individual resource(s), that the Contractor is required to provide under the Contract. The Subcontractor is part of the Personnel.
- (II) "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 Part 8, Resulting Contract, clause 1.8.
- (mm) "Technical Proposal" means the technical component of the Proposal
- (nn)"Third Party" means any person or entity other than DFATD, the Contractor, and any other signatory.
- (oo)"Travel Status" means travel approved in writing by DFATD directly related to the Services.

RFP Reference # 105343 Page 8 of 126

#### **PART 2 – BIDDER INSTRUCTIONS**

The definitions that apply against this RFP and resulting Contract can be found in Part 1, Glossary.

#### 2.1 Introduction

The purpose of this RFP is to select a Contractor to provide the Services and enter into the resulting Contract. Bidders are invited to submit a Proposal in response to this RFP. The selected Bidder will be required to provide all Services, as detailed in Annex A - Statement of Work of this RFP. CCC is coordinating the administrative aspects of this RFP on behalf of DFATD. All matters concerning this RFP should be addressed exclusively to the DFATD Point of Contact identified on the title page of the RFP. Any communication by a Bidder to any other individual at CCC or DFATD may result in disqualification of the Bidder. DFATD is legally responsible for the RFP and the resulting Contract and shall sign and manage any Contract resulting from the RFP. The role of the CCC is limited to coordinating RFP submissions only.

DFATD wishes to select a qualified entity to negotiate a Contract to provide Services for the deployment of strategic technical assistance in response to the expressed needs of ODA-eligible countries. As part of the Services, the Contractor will arrange for the deployment of Canadian Experts to partner countries to respond to partner country requests, including developing Project plans, recruiting and management of required experts; arranging technical visits to Canada in a broad variety of domains; and producing and disseminating reports to share the results of its deployment activities. The Services are set out in detail in Annex A - Statement of Work.

The Services are to be delivered over the course of a four-year period from the effectivity of the Contract, which is anticipated to be early in 2021. Notwithstanding this timeline, DFATD reserves the right at its sole discretion to extend the timelines associated with the activities and deliverables to be completed by the Bidder.

#### a) Bidders Conference

a) =:aa::- = =::-:-	
Bidders conference will be held	YES
conference. If NO, delete the information.]	Date: November 9, 2020 Time: 1 PM to 3 PM, Eastern Standard Time Location: Conference Call

- The scope of the requirement outlined in the RFP will be reviewed during the Bidders Conference and questions will be answered. It is recommended that Bidders who intend to submit a Proposal attend.
- Bidders should communicate with the DFATD Point of Contact before the conference to confirm attendance and obtain the conference number.
- Bidders should provide, in writing, to the DFATD Point of Contact, the name(s) of the person(s) who will be participating and a list of issues they wish to table no later than **November 3, 2020**.
- Any clarifications or changes to the RFP resulting from the Bidders' conference will be included as an amendment to the RFP.
- Bidders who do not attend will not be precluded from submitting a Proposal.

#### 2.2 Governing Law

The RFP and any resulting Contract shall be interpreted and governed, and the relations between the Parties determined by the laws in force in the province of Ontario (Canada), unless otherwise specified by the Bidder. The Parties irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts and tribunals of Canada.

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 the Technical Proposal Submission Form. If no substitution is made, the Bidder acknowledges that the governing law in the province of Ontario is acceptable to the Bidder.

RFP Reference # 105343 Page 9 of 126

Bidders must operate and perform the Services in compliance with all applicable local laws, codes and regulations that govern and regulate their business.

## 2.3 Bidder's Eligibility

**2.3.1** Where the Proposal is submitted by a consortium or joint venture, the Members of the consortium or joint venture together comprise the Bidder.

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.

This RFP is limited to Canadian individuals and entities as	YES
described in Part 6, Certifications and Additional	
Information.	

## 2.3.2 Legal Capacity

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by DFATD, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Bidders submitting a Proposal as a consortium or joint venture.

## 2.3.3 Ineligibility of Government Entities or a Government-Owned Enterprise

A Bidder, including each Member if a Proposal is submitted by a consortium or joint venture, is not eligible to participate in this RFP process if it is a government entity or a government-owned enterprise in any potential Recipient Country.

## 2.3.4 Ineligibility – Multiple Proposals from the Same Bidder

Multiple proposals from the same Bidder are not permitted in response to this RFP. Individual Members of a consortium or joint venture are not permitted to participate in another Proposal either by submitting a Proposal alone or by submitting a Proposal as a Member of another consortium or joint venture.

If a Bidder submits a Proposal individually or as a Member of a consortium or joint venture, it must not participate as a Sub-contractor in another Proposal. A Bidder who submits more than one proposal will cause all the Proposals that the Bidder participated in to be rejected. A Sub-contractor, however, may participate in more than one Proposal, but only in that capacity. All Bidders should note that all Proposals will be treaded in accordance with the *Procurement Code of Conduct* and the *Competition Act*.

#### 2.4 Proposal Validity

Proposals should remain valid for a period 180 days from the RFP Closing Date.

DFATD reserves the right to seek an extension of the Proposal validity period from Bidders in writing, within a minimum of 3 days before the end of the Proposal validity period. If the extension is accepted by Bidders, DFATD will continue with the evaluation of the Proposals. If the extension is not accepted by Bidders, DFATD will, at its sole discretion, either continue with the evaluation of the Proposals of those who have accepted the extension or cancel the RFP. 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 the requirements in Part 8 – Resulting Contract, Article 4.2 – Replacement of Personnel.

## 2.5 Communications During RFP Solicitation Period

Any effort by a Bidder to influence DFATD or CCC in the examination, evaluation, ranking of Proposals, and recommendation for award of a Contract will result in rejection of the Bidder's Proposal.

Bidders may submit a question or request a clarification of any of the RFP elements in writing to the DFTAD Point of Contact no later than seven (7) days before the RFP Closing Date. Requests received after that date may not be able to be answered prior to the RFP Closing Date.

If, in DFATD's opinion, a question or request for clarification affects the RFP or Proposal preparation, request(s) received and replies to such request(s) and any resulting addendum to the RFP will be provided simultaneously to all Bidders

RFP Reference # 105343 Page 10 of 126

through a written response or addendum to the RFP as the case may be, and will be published on GETS without revealing the source of the request.

Should bidders consider that the specifications or Statement of Work contained in this RFP could be improved technically or technologically, Bidders are invited to make suggestions, in writing, to the DFATD Point of Contact. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the DFATD Point of Contact at least 25 days before the RFP Closing Date. DFATD, in its sole discretion, will have the right to accept or reject any or all suggestions.

## 2.5.1 Request for Extension

A request for an extension of the RFP Closing Date will only be considered if it is received no later than seven (7) days before the RFP Closing Date, in writing, by the DFATD Point of Contact. The revised RFP Closing Date, if granted, will be published on GETS approximately five (5) days before the current RFP Closing Date.

## 2.6 Proposal Preparation

## 2.6.1 Proposal Preparation Cost

No payment will be made for costs incurred for the preparation and submission of a Proposal in response to this RFP. Costs associated with preparing and submitting a Proposal, as well as any costs incurred by the Bidder associated with the evaluation of the Proposal, are the sole responsibility of the Bidder.

## 2.6.2 General Proposal Preparation Instructions

In preparing their Proposals, Bidders should examine in detail the documents comprising this RFP and prepare a Proposal addressing all requirements of this RFP and related addendum(s), if any.

## Official Languages

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

#### Proposal Packaging

Proposals should be submitted electronically to the DFATD Point of Contact at the e-mail address indicated on the title page of the RFP. Proposals should be submitted in a non-editable format such as Adobe (\*pdf).

Proposals shall be submitted in one e-mail using a "three-file" electronic submission as follows:

- The first file ("File 1") attached to the e-mail shall include the technical component of the Proposal ("Technical Proposal") that should consist of a fully detailed response to the rated requirements as described in Annex D-Evaluation Criteria of this RFP ("Rated Requirements"), in the same order as the Rated Requirements are listed.
- The second file ("File 2") attached to the email shall include the price proposal ("Price Proposal"), which should consist of the information in the format described in Part 5-Financial Evaluation.
- The third file ("File 3") attached to the email should include all the required certifications to be submitted as part of the Proposal.

Together, File 1, File 2 and File 3 shall comprise the Bidder's Proposal. Each file name should include the name of the file, RFP Reference Number and Bidder's name.

## Formatting

Bidders shall follow the format instructions described below in the preparation of their Proposal:

- Use a numbering system corresponding to that of Annex D Evaluation Criteria.
- Bidders should format their Proposal using an 8.5 x 11 inch or A4 paper size and a font size equivalent to Arial 10 or Times New Roman 11 throughout their Proposal.
- The size of the e-mail, including all attachments should not exceed 20MB, otherwise DFATD may not receive it. Should the e-mail exceed this size, Bidders should to compress files before attaching them to the e-mail. A separate, clearly identified email is also acceptable.

RFP Reference # 105343 Page 11 of 126

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 elements such as scripts, formats, embedded macros and/or links. Such emails may be rejected by CCC's e-mail system and/or firewall(s) without notice to the Bidder or to CCC. Bidders may separately confirm to the DFATD Point of Contact that they have submitted a Proposal. The Bidder agrees not to hold CCC or DFATD responsible for any issues associated with the transmission and receipt of the Proposal regardless of any cause of failure in the transmission and receipt of the Bidder's Proposal.

## 2.7 Submission and Receipt of Proposals

## 2.7.1 Proposal Submission

Proposals must be received by the DFATD Point of Contact by the RFP Closing Time at the email address specified on the title page of this RFP.

## 2.7.2 Late Proposals

DFATD will not consider Proposals received after the RFP Closing Date specified on the cover page of the RFP.

## 2.7.3 Proposals Received on or Before the RFP Closing Date

Subject to paragraph 2.7.3 Proposals received 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.

## 2.7.4 Withdrawal, Substitution, or Modification of Proposal

- i. A Bidder may withdraw its Proposal after it has been submitted to DFATD by sending a written notice to the DFATD Point of Contact, duly signed by the person authorized to sign on behalf of the Bidder. In addition, Bidders should clearly identify "WITHDRAWAL" in the e-mail subject line, followed by the RFP Reference Number and the Bidder's name.
- ii. Prior to the RFP Closing Date, a Bidder may substitute or modify their Proposal after it has been submitted to DFATD by sending a written notice to the DFATD Point of Contact, duly signed by the person authorized to sign on behalf of the Bidder. If the Bidder is substituting or modifying its Proposal, the substituted or modified Proposal must be attached to the written notice. Bidders should clearly identify "SUBSTITUTION" or "MODIFICATION" in the e-mail subject line, followed by the RFP Reference Number and Bidder's name. Bidders should also clearly identify "SUBSTITUTION" or "MODIFICATION" on the first page of each document substituted or modified.

## PART 3 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 3.1 Evaluation Procedures

Except as otherwise specified in the 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.

Proposals received in response to this RFP will be evaluated by an Evaluation Team which will assess Proposals in accordance with the entire requirement of the RFP, as specified in Annex D - Evaluation Criteria. This RFP is not an offer or commitment to buy and should not be interpreted as "Contract A" or any other form of binding agreement. DFATD reserves the right in its sole and absolute discretion to:

- (i) reject any or all Proposals received in response to the RFP;
- (ii) enter into negotiations with Bidders on any or all aspects of their Proposals;
- (iii) accept any Proposals in whole or in part without negotiations;
- (iv) cancel the RFP at any time for any reason;
- (v) reissue the RFP;
- (vi) if no responsive 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
- (vii) negotiate with the sole responsive Bidder to ensure best value to DFATD.

RFP Reference # 105343 Page 12 of 126

# 3.2 Mandatory Submission Requirements

DFATD will first review the mandatory procedural and submission requirements of this RFP to determine which Proposals are complete and include all required information to comply with all of the mandatory submission requirements. If a Bidder has failed to satisfy all of the mandatory submission requirements at the RFP Closing Date, DFATD will issue the Bidder a rectification notice identifying the irregularities and providing the Bidder an opportunity to rectify these irregularities. If the Bidder fails to rectify the irregularities in its Proposal so as to satisfy the mandatory submission requirements within the Rectification Period, its Proposal will be declared non-responsive and excluded from further consideration. During the Rectification Period, Bidders may not make changes to their Proposal, except to provide the information or make the correction requested by DFATD. The Rectification Period will run from the date and time that DFATD issues a rectification notice to the Bidder. Only requirements identified in the RFP with the word "must" are considered mandatory procedural requirements.

#### 3.3 Basis of Selection

The Evaluation Team will evaluate the responsive Technical and Financial Proposals in accordance with the procedures detailed in Parts 4 and 5 of this RFP and Annex D -Evaluation Criteria, and determine a score for each responsive Proposal by combining the technical score ("Technical Score") and the financial scores ("Financial Score").

If a Bidder is registered as or declares as an Indigenous firm that can be confirmed on the Indigenous Business Directory (<a href="https://www.sac-isc.gc.ca/rea-ibd">https://www.sac-isc.gc.ca/rea-ibd</a>) and meets all the criteria described in this RFP, DFATD will add an Indigenous Supplier Incentive Score as described in Part 5, 5.2 to the combined Technical and Financial score. The total score ("Total Score") will be the sum of the technical score, the financial score and the Indigenous Supplier Incentive Score.

The Bidder with the highest Total Score will be ranked first and will be the first entity that will be designated as the Recommended Bidder unless there is less than a 1% difference in scores between this Bidder and the next lower ranked Bidder. In such a case, the Bidder with the best financial score may be designated the Recommended Bidder.

Subject to Sections 3.4 and 3.5, and if the Bidder meets all of the Conditions of Contract Award, DFATD will issue a Notice of Award to the Recommended Bidder.

Also, note that the Contractor's Reimbursable Expenses referenced in 5.2.1(b) will not be evaluated as part of the Financial Proposal.

#### 3.4 Clarification of Proposals by DFATD

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) Request, before award of any Contract, specific information with respect to a Bidder's legal status;

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.

## 3.5 Rights of DFATD During Evaluation

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

- (a) Consider the total, in instances where there is an error corresponding to the addition or subtraction of sub-totals in a total;
- (b) In instances where there is discrepancy between word and figures, consider the word used; and
- (c) Give a score of zero to the financial proposal, in cases where the Financial Proposal does not reflect the technical proposal.

At the end of the evaluation process, the DFATD Point of Contact will advise the Bidder of the actions, if any, taken, in accordance with 3.5. If a Bidder disagrees with any of the actions taken by DFATD, the Bidder may withdraw its Proposal.

RFP Reference # 105343 Page 13 of 126

#### 3.6 Conditions of Contract Award

Before DFATD would issue a Notice of Contract Award, the Recommended Bidder must meet the conditions of Contract award listed below. Upon request by DFATD, the Recommended 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 may result in the Bidder's Proposal being declared non-responsive.

- (i) Demonstrate financial capability as directed in Part 7, 7.2
- (ii) Submit a valid Procurement Business Number (PBN) as in Part 6, 6.2.1
- (iii) Meet the Security Requirements as directed in Part 7, 7.1, including the Foreign Ownership Control or Influence requirements
- (iv) Demonstrate capacity to procure insurance as directed in Part 7, 7.3
- (v) Demonstrate capacity to obtain Irrevocable Standby Letter of Credit (ISLC) as directed in Part 5, 5.3.8.
- (vi) Provide official certification as to the Indigenous status of Contractors (if applicable) as directed in Part 6, 6.1.12
- (vii) Demonstrate M-30 Compliance with the Act Respecting the Conseil Exécutif du Québec (L.R.Q., chapter M-30), (if applicable), as directed in Part 6, 6.2.3
- (viii) Meet the requirement of the Integrity Provisions as directed in Part 6, 6.1.2

#### 3.7 Notification of Contract Award

Following the award of the Contract, DFATD will publish a notice on GETS and on the DFATD website stating the name of the winning Bidder and the total value of the Contract.

## 3.8 Debriefing of Unsuccessful Bidders

Bidders may make a written request to the DFATD Point of Contact to receive a debriefing (in person if possible depending on restrictions related to COVID-19, by teleconference or videoconference or in writing) on the strengths and weaknesses of their own Proposal and to receive the marks obtained for each component of their own Technical Proposal contained in Annex D - Evaluation Criteria, for their own Financial Proposal and for the Indigenous Supplier Incentive.

Bidders may also request the name(s) of the successful Bidder(s) and the Total Score obtained by the successful Bidder(s) for the technical components listed in Annex D - Evaluation Criteria, and for the Indigenous Supplier Incentive (if applicable). Where the request involves a Bidder who is an individual, some information may qualify for protection under the *Privacy Act*.

Should debriefings and information discussions not provide sufficient information to address a Bidder's issues and concerns, the Bidder should refer to the <u>Internal Review Mechanism (IRM)</u> prior to considering external recourse mechanisms. Bidders should submit complaints using the <u>IRM Enquiry Form</u>.

#### **PART 4 – TECHNICAL EVALUATION**

#### 4.1 Technical Proposal

In their Technical Proposal, Bidders should demonstrate their understanding of the requirements contained in the RFP and explain how they will meet these requirements. Bidders should demonstrate their capability and experience and describe their approach in a thorough, concise and clear manner for carrying out the Services.

The Technical Proposal should address clearly and in sufficient depth the mandatory and rated criteria specified in the Evaluation Grid, attached as Annex D, against which the Proposal will be evaluated. Bidders should use the headings and numbering system of the Evaluation Grid to present their Technical Proposal.

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, etc.), to demonstrate their capability. If the Bidder does not address a mandatory criterion, the Proposal will be declared non-responsive. If the Bidder does not address a rated criterion the score for that rated criterion may be zero.

RFP Reference # 105343 Page 14 of 126

## 4.2 Mandatory Evaluation

After the DFATD has determined that a Bidder has met the mandatory submission requirements as described in Part 3.2 above, DFATD will next determine if the Bidder has met the mandatory requirements described in the Evaluation Grid, attached as Annex D ("Mandatory Requirements"). Any Proposal that meets the Mandatory Requirements as set out in Annex D - Evaluation Criteria shall be considered responsive. Any Proposal that does not meet the Mandatory Requirements will not be deemed responsive and will not be evaluated further.

#### 4.3 Rated Evaluation Criteria

Following the review of the Mandatory Requirements, DFATD will then evaluate all responsive Proposals and will assign points based on the rated requirements as set out in Annex D - Evaluation Criteria of this RFP ("Rated Requirements") to determine a technical score ("Technical Score"). The Proposal must receive a minimum pass mark of 50% for each Rated Requirement and must receive an overall minimum Technical Score as specified in Part 4.4.3 below for the Bidder to be declared responsive and for the Bidder's Financial Proposal to be evaluated.

## 4.4 Evaluation Grid Instructions for Mandatory and Rated Criteria

Mandatory criteria and rated technical evaluation criteria are detailed in Annex D - Evaluation Criteria.

## 4.4.1 Cross-referencing

Cross-referencing is recommended.	YES

Bidders should submit their Technical Proposals using the headings and numbering system detailed in Annex D-Evaluation Criteria. If specified above, to avoid duplication, Bidders should use cross-referencing by referring to specific paragraphs and page numbers in different sections of their Proposals where the subject topic has already been addressed.

## 4.4.2 Page Limits

Where specified in the Annex D - Evaluation Criteria, Bidders should respect page limits assigned to responses to the RFP requirements. Evaluators will not consider or evaluate information contained in pages exceeding the specified limit. If more projects are included in the Proposal than the number stipulated in the criteria, DFATD will only consider the specified number of projects and information in order of presentation in the Proposal.

## 4.4.3 Scoring

Maximum points for the Technical Proposal	[500] points or 70% percent of total [715] points possible
Passing mark for Technical Proposal	[350] points or [70] percent
Passing mark for each criterion in the Technical Proposal	50%

#### 4.5 Technical Forms

The Bidder should use Forms 1, 2, 3 and 4 attached in Annex E in preparing its Technical Proposal in order to provide a standard format for ease of evaluation.

RFP Reference # 105343 Page 15 of 126

#### Foreign Affairs, Trade and Affaires étrangères, Commerce et Développement Canada

#### **PART 5 – FINANCIAL EVALUATION**

## 5.1 Evaluation of Financial Proposals

Financial Proposals will only be evaluated if the Technical Proposal achieves a score equal to or in excess of the minimum technical score specified in Part 4, 4.4.3.

Bidders must submit their Financial Proposal as directed and in accordance with the information presented herein.

#### 5.1.2 Scoring

Maximum points for the Financial Proposal	[215] points or [30] percent of total [715] points possible

The responsive Financial Proposal with the lowest dollar value will be awarded the maximum number of points. The scores for all other responsive Financial Proposals will be pro-rated based on the dollar value of this responsive Financial Proposal. For example, if the total potential financial score is 215 points and if the proposed dollar value of Bidder A is the lowest, Bidder A will receive 215 points for its Financial Proposal. The Financial Score for all other responsive Bidders' Financial Proposals will be calculated as follows, using Bidder B as the example:

> Bidder B's Financial Score = Bidder A's dollar value X 215 Bidder B's dollar value

The Contractor's Reimbursable Expenses referenced in 5.2.1(b) will not be evaluated as part of the Financial Proposal.

## 5.2 Financial Proposal Instructions

## 5.2.1 Available Funding Envelopes

The Financial Proposal (Annex E - Forms and Tables, Tables 1, 3 and 5) should not exceed \$18,750,000 excluding applicable taxes on the costs for the Personnel of the Contractor.

## Disclosing the available funding does not commit DFATD to paying this amount.

The available funding for the implementation of the Project is divided into the budget envelopes described in (a) to (d) below. Bidders will provide Pricing for (a) and (b) in accordance with Part 5, 5.2.2, 5.2.3 and 5.2.4 below. The Bidders should review Part 8 – Annex B – paragraphs 1.5 to 1.9 for details on the application of tax.

- (a) the Fees, excluding applicable taxes, for the Personnel of the Contractor, as described in Part 5, 5.2.2, 5.2.3 and 5.3.1 below, for completing all of the Contractor's obligations as described in Annex A - Statement of Work, which includes all the Services of the Contractor required to manage and implement the Project;
- (b) an envelope for the Contractor's Reimbursable Expenses. Allowable Contractor's Reimbursable Expenses are described in Part 5, 5.3.2 below including information referenced.
- (c) an envelope of up to \$2,400,000 for Additional Contractor's Personnel as required at any point during the implementation of the Project, excluding Applicable Taxes, based on detailed cost submission and justification by the Contractor and pre-approved by DFATD and in accordance with Part 5, 5.3.3 Provision for Multi-Year Contracts;
- (d) Responsive Technical Assistance Fund that includes a budgetary envelope up to \$12,000,000 including all Applicable Taxes. DFATD will issue a Task Authorization for each Technical Assistance Initiative to be implemented by the Contractor. The Technical Assistance Initiative professional fees and reimbursable expenses, including costs for public engagement activities, incurred under the Task Authorization will be reimbursed to the Contractor ("Technical Assistance Initiative Reimbursable Expenses" or "TAI Expenses"). There will be no administrative mark-up on these TAI Expenses and these expenses are completely separate from the Contractor's Reimbursable Expenses described in (b) above and the fees for the Personnel of the Contractor described in (a) above.

## 5.2.2 Pricing for all Personnel for Financial Proposal

Bidders should include and price in their Financial Proposal all Personnel identified in Part 5, 5.2.3. by DFATD. Failure to do so will result in the Financial Proposal being awarded a zero score.

#### 5.2.3 Estimated Level of Effort (LOE) for Financial Proposal

RFP Reference # 105343 Page 16 of 126 DFATD will evaluate the Bidder's Financial Proposal based on DFATD's estimated LOE, as described below.

Personnel Positions	Estimated LOE in Person-Days
Project Director	540 (average of 135 days per year for 4 years)
Project Manager 1	880 (220 days per year for 4 years)
Project Manager 2	840 (180 days for year 1, and 220 days per year for
Program Coordinator	years 2 to 4; or average of 210 days per year) 840 (180 days for year 1, and 220 days per year for years 2-4; or average of 210 days per year)
Communications & Public Engagement Manager	440 (average of 110 days per year for 4 years)

## 5.2.4 Contractor's Reimbursable Expenses for Financial Proposal

Contractor's Reimbursable expenses are evaluated	NO

Contractor's Reimbursable Expenses will **not** be evaluated but Bidders must provide an estimate of theses costs by completing Annex E – Forms and Templates, Table 3 and including it with their Financial Proposal. Contractor's Reimbursable Expenses are described in more detail in Part 5, 5.3.2.

#### 5.2.5 Preparation

All information related to Fees, and Contractor's Reimbursable Expenses, as applicable, will be reviewed as part of the financial evaluation and must only appear in the Financial Proposal. The Financial Proposal must be prepared using the information requested in the Annex E - Forms and Tables, Table 1, Table 3 and Table 5, as well as Table 6 if the Bidder qualifies to be considered for the Indigenous Supplier Incentive. If a Bidder does not submit its Financial Proposal or does not comply with the provisions of Part 5, 5.3 (Pricing Basis), the Proposal may be rejected.

#### 5.3 Pricing Basis

Bidders must submit their Financial Proposals in accordance with the details on the cost of Personnel and Contractor's Reimbursable Expenses to be found in Part 8-Resulting Contract, Annex B-Basis of Payment - paragraph 2.

#### 5.3.1 Cost of Personnel

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 must be included in the fees.

- 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;

RFP Reference # 105343 Page 17 of 126

- 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 the Bidder's country;
- 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 the Bidder's country;
- Repairs and maintenance expenses in the Bidder's country;
- · 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 the Bidder's country;
- Exchange rate fluctuation.
- (iv) Profit.

## 5.3.2 Contractor's Reimbursable Expenses

Bidders must complete <u>Annex E - Table 3</u> to provide an estimate of Contractor's Reimbursable Expenses. These are out-of-pocket expenses which the Contractor would incur in the performance of the Project, as described in Annex A – Statement of Work and based on implementing thirty (30) to thirty-five (35) Technical Assistance Initiatives per year over four years. Bidders should refer to Part 8–Resulting Contract, Annex B – Basis of Payment Details, which describes allowable Contractor's Reimbursable Expenses. All reimbursable expenses for travel must be in accordance with the National Joint Council Travel Directive and Special Travel Authorities for persons on contract. Reimbursable expenses must not contain any elements of fees, nor overhead or indirect costs.

## **5.3.3 Provision for Multi-years Contracts**

The fees must be expressed as fixed Fees by year (i.e. Year 1, Year 2, Year 3, etc.). The total Fees of the Personnel are calculated by multiplying the average Fees for the proposed individual for all years, and the level of effort expressed in person-days for the position occupied by such individual.

If the Contractor determines that additional Personnel are required after Contract award, the Contractor must propose to DFATD fixed annual Fees for the remaining Contract period. If DFATD accepts the proposed individual and the Fees, the Fee increase will become effective on:

- (i) the Contract anniversary date; or
- (ii) if the date has passed, the date of the first workday for which the Contractor invoices DFATD after the Contract anniversary date.

## 5.3.4 Currency

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

#### 5.3.5 Taxes

Bidders should exclude all Applicable Taxes from the price. Bidders, however, should show the total estimated amount of Applicable Taxes in the Financial Proposal separately.

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

RFP Reference # 105343 Page 18 of 126

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 Contractor for any such taxes or pay such taxes on behalf of the Contractor. Reimbursement mechanism of applicable local taxes in the Recipient Country can be determined during Contract negotiations, when applicable.

## 5.3.6 Costing Principles

Cost of the Contract is comprised of the maximum total Fees to be paid by DFATD for the provision of Services of the Contractor, the Contractor's Reimbursable Expenses, the available funding for Technical Assistance Initiative Expenses in the Responsive Technical Assistance Fund and the allowance for Additional Contractor Personnel which the Contractor may propose, to be pre-approved by DFATD.

#### 5.3.7 Price Justification

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

- (i) a copy of paid invoices or list of contracts for similar Services, under similar conditions, provided to DFATD or other clients, including but not limited to fee history of assignments that covers at least one hundred (100) persondays billed in twelve (12) consecutive months over the last two (2) years; or
- (ii) 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
- (iii) A price breakdown of the costs for Personnel on long-term assignment; or
- (iv) Any other supporting documentation as requested by DFATD.

## 5.3.8 Irrevocable Standby Letter of Credit (ISLC)

#### a) ISLC for Performance Guarantee

The ISLC must be for the face amount of	5% of the Cost of the Contract, as described in 5.3.6

To guarantee the Contractor's obligations under the Contract, within 28 days of the signature of the Contract, the Contractor must provide an Irrevocable Standby Letter of Credit (ISLC) from an Approved Financial Institution, which irrevocably and unconditionally undertakes and guarantees to pay on demand the Receiver General for Canada the following:

- (i) any sum demanded to meet obligations incurred, or to be incurred, by the Contractor;
- (ii) where the Contractor, in the sole opinion of DFATD, is in default of its contractual obligations;
- (iii) up to a maximum dollar amount specified; and
- on sight, on first request by DFATD to the bank and without question.

All costs related to the issuance of the ISLC, maintenance and/or confirmation by the Approved Financial Institution will be at the Contractor's own expense.

## 5.4 Pricing Schedule

#### 5.4.1 Cost of Personnel

#### a) Cost of Personnel – For Personnel Identified by DFATD

The total cost of Fees will be calculated using Annex E-Forms and Templates, Table 1, by adding the sub-totals of the Bidders average yearly fees multiplied by DFATD's estimated level of effort for each position of Personnel identified by DFATD in Part 5, 5.2.3.

Should the Bidder include any positions, other than those identified by DFATD, they will be deemed not included in the Bidder's. 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.

Example: For the purpose of the example Bidder C is the winning Bidder.

Bidder	Year 1	Year 2	Year 3	Average Rate
Α	\$2,100	\$2,250	\$2,400	\$2,250
В	\$1,600	\$1,750	\$1,900	\$1,750

RFP Reference # 105343 Page 19 of 126



Ī	Bidder	Year 1	Year 2	Year 3	Average Rate
ĺ	С	\$1,500	\$1,650	\$1,800	\$1,650

## 5.4.2 Contractors' Reimbursable Expenses

The total cost of Contractor's Reimbursable Expenses is calculated by adding the costs provided by the Bidder as indicated in Annex E-Forms and Tables, Table 3.

## 5.5 Indigenous Supplier Incentive

When technical and financial evaluations are completed, Proposals will be evaluated for the award of additional bonus points relating to the Indigenous Supplier Incentive as specified below.

- i. DFATD supports the use of Indigenous firms and has developed an Indigenous Supplier Incentive process to encourage this practice.
- ii. Indigenous Service Canada's Indigenous Supplier Directory, which is accessible at <a href="https://www.sac-isc.gc.ca/rea-ibd">https://www.sac-isc.gc.ca/rea-ibd</a> will be used by DFATD to confirm that the proposed firms qualify for the Indigenous Supplier Incentive.
- iii. When contracting or subcontracting with an Indigenous firm is proposed, a maximum of 5% of the total possible evaluation points or 36 points (5% of 715 points means 36 points) may be awarded after the Technical and Financial Proposals are evaluated, on a pro-rata basis by using the overall total value of the Fees for the Contractor's Personnel as determined in accordance with 5.2.3 and 5.4.1(a), as the basis of comparison. The points will be determined by dividing the total value of the Indigenous firm's commitment in the Proposal against the overall total value of the Fees for the Contractor's Personnel. For example, when the total evaluation points are set at 400 points, a Proposal which has \$100,000 value for the Indigenous component against a total value of \$1,000,000 will be awarded four (4) additional points [(\$100,000/\$1,000,000) x 36 points = 3.6 points]. Only when a Proposal's commitment is entirely provided by Indigenous firms will the full points be awarded.
- iv. The format to be used in presenting information for this process is provided in Annex E-Table 6, and should be placed in the same envelope as the Financial Proposal. If the information regarding Indigenous Supplier Incentive in Annex E Table 6 is missing, the Bidder will not be awarded any points for the Indigenous Supplier Incentive.

RFP Reference # 105343 Page 20 of 126

#### PART 6 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a Contract.

Bidders, including each Member of a consortium or joint venture submitting a Proposal, must comply with the certifications from the date of Proposal submission and must submit the duly completed Technical Proposal Submission Form, attached as Annex E- Form 1. Bidders must disclose any situation of non-compliance with the certifications.

The certifications provided by Bidders to DFATD are subject to verification by DFATD at all times. Unless specified otherwise, DFATD will declare a Proposal non-responsive, or will declare a Contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, 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 and to cooperate with any request or requirement imposed by DFATD will render the Proposal non-responsive or constitute a default under the Contract.

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.

#### 6.1 Certifications Required with the Proposal

#### 6.1.1 Canadian Status

The Bidder certifies as to its status as a Canadian legal entity as evidenced as such in the Supplier Registration Information System (<a href="https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier#400">https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/register-as-a-supplier#400</a>). Bidders must be registered in the SRI no later than the RFP Closing Date.

EACH member of the consortium, joint venture or other type of association, must be

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

Where the Proposal is submitted by a consortium, joint venture or other type of association, EACH member must comply with either requirement a), b) or c).

## 6.1.2 Procurement Business Number

Prior to Contract award, Bidders must have a Procurement Business Number (PBN). Bidders must register for a PBN in the Supplier Registration Information service online at the following website: <a href="https://srisupplier.contractscanada.gc.ca/">https://srisupplier.contractscanada.gc.ca/</a>. In the case of a consortium or joint venture, the consortium or joint venture as a whole does not require a PBN but each Member must have a PBN.

## 6.1.3 Integrity Provisions – Declaration of Convicted Offences

As required under the Policy, incorporated by reference through paragraph 6.1.2 a) below, the Bidder must verify the status of all proposed first tier Subcontractors before entering into a direct contractual relationship in accordance with the Ineligibility and Suspension 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 Subcontractors 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

Using the Technical Proposal Submission Form, 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 must submit the List with their Proposal.

## a) Ineligibility and Suspension Policy

The Ineligibility and Suspension Policy (the "Policy") in effect on the date the Request for Proposals 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

RFP Reference # 105343 Page 21 of 126

Proposals. The Bidder must comply with the Policy and directives, which can be found at <u>Ineligibility and Suspension</u> Policy.

## b) Charges and Convictions of Certain Offences

Under the Policy, charges and convictions of certain offences against a Supplier, its Affiliates, or first tier Subcontractors and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a Contract with Canada. The list of ineligible and suspended Suppliers 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 Suppliers.

## c) Integrity Regime Terms

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:

- i. Supplier in the Integrity Regime is to include Bidder;
- ii. Canada in the Integrity Regime is to include DFATD, Her Majesty and Government of Canada;
- iii. Bid solicitation in the Integrity Regime is to include Request for Proposals;
- iv. Bid in the Integrity Regime is to include Proposal.

## d) Additional Information

In addition to all other information required in the Request for Proposal, the Bidder must provide the following:

- i. 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
- ii. Mail directly to PWGSC a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates, and its proposed first tier Subcontractors 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.

#### e) Integrity Regime Bidder Certification

Subject to subsection f) below, by submitting a Proposal in response to this Request for Proposal, the Bidder certifies that:

- i. It has read and understands the Ineligibility and Suspension Policy;
- ii. 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;
- iii. 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 deciding of ineligibility or suspension;
- iv. 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 Subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
- v. None of the domestic criminal offences, or 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 Subcontractors; and
- vi. It is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.

#### f) Integrity Declaration Form

Where a Bidder is unable to provide any of the certifications required by paragraph 6.1.2 e), it must mail directly to PWGSC a completed Integrity Declaration Form, which can be found at Integrity Declaration Form.

#### g) Misleading, Incomplete or Inaccurate Information Consequences

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

RFP Reference # 105343 Page 22 of 126

may also determine the Bidder to be ineligible for award of a Contract for providing a false or misleading certification or declaration.

#### 6.1.4 Code of Conduct for Procurement

The Code of Conduct for Procurement provides that Bidders must respond to Proposal solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the Proposal solicitation and resulting Contract, submit Proposals and enter into Contracts only if they will fulfill all obligations of the Contract. By submitting a Proposal, the Bidder is certifying that it is complying with the Code of Conduct for Procurement. Failure to comply with the Code of Conduct for Procurement may render the Proposal non-responsive.

## 6.1.5 Anti-terrorism Requirement

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 or their members, or 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 Contractor 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.

#### 6.1.6 Economic Sanctions and Other Trade Controls

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 relationsrelations internationales/sanctions/index.aspx?lang=eng

https://www.international.gc.ca/world-monde/international\_relationsrelations internationales/sanctions/types.aspx?lang=eng

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

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.

The Bidder will include a corresponding provision in all subcontracts and sub-agreements it signs for the purposes of the Contract.

#### 6.1.7 Conflict of Interest – Unfair Advantage

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

RFP Reference # 105343 Page 23 of 126

- if the Bidder or any of its proposed Subcontractors, including any of their respective employees or former employees, was involved in any manner in the preparation of the Proposal solicitation or in any situation of conflict of interest or appearance of conflict of interest;
- b) if the Bidder or any of its proposed Subcontractors, including any of their respective employees or former employees, had access to information related to the Proposal 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.

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.

Where DFATD intends to reject a Proposal under this section, DFATD will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact DFATD before the RFP Closing Date. By submitting a Proposal, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within DFATD's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

## 6.1.8 Education, Language 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 Annex A – Statement of Work. In accordance with Annex D – Evaluation Criteria, Bidders must submit with their Bid copies of degrees, diplomas, certificates, etc. referenced in the Bid.

## 6.1.9 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. If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has permission from that individual to propose his/her Services in relation to the Services to be performed and to submit his/her curriculum vitae to Canada. The Bidder must, upon request from DFATD, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

## 6.1.10 Federal Contractors Program for Employment Equity

By submitting a Proposal, the Bidder certifies that the Bidder, and any 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") 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.

DFATD will also have the right to terminate the Contract for default if a Contractor, or any Member of the Contractor is a consortium or joint venture, appears on the "FCP Limited Eligibility to Bid List" during the period of the Contract.

The Bidder must provide DFATD with the relevant information required in Annex E - Form 1 - Technical Proposal Submission Form. If the Bidder is a consortium or joint venture, the Bidder must provide DFATD with the required information in Annex E- Form 1 - Technical Proposal Submission Form, for each Member of the consortium or joint venture.

All Bidders should note that all Proposals will be treaded in accordance with the *Procurement Code of Conduct* and the *Federal Contractors Program for Employment Equity.* For further information on the Federal Contractors Program for Employment Equity visit ESDC-Labour's website.

RFP Reference # 105343 Page 24 of 126

#### 6.1.11 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 in the Technical Proposal Submission Form and certify that it is accurate and complete.

#### **Definitions**

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

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

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

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

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 <u>Contracting Policy Notice</u>: 2012-2 and the <u>Guidelines on the Proactive</u> <u>Disclosure of Contracts</u>.

#### 6.1.12 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 *Lobbying Act*.

#### 6.2 Certifications Precedent to Contract Award

The following certifications must be provided prior to Contract Award by the date stipulated by GAC when the Bidder is notified that they are the Recommended Bidder in accordance with Part 3, 3.3

#### 6.2.1 Insurance Certificates

Upon request by the DFATD Point of Contact, the Recommended Bidder must provide a letter from an insurance broker or an insurance company accredited by the insurance industry supervisor exercising its functions in the jurisdiction where the Services are provided stating that the Bidder, if awarded a Contract as a result of the RFP, can be insured in accordance with the insurance requirements specified herein. In the case of a consortium or joint venture, at least one Member must meet the insurance requirements.

Details on insurance requirements can be found in paragraph 3.3 of Part 8 – Resulting Contract.

#### 6.2.2 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 Representing 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.

RFP Reference # 105343 Page 25 of 126

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.

## PART 7 - SECURITY, FINANCIAL CAPABILITY, INSURANCE

## 7.1 Security Requirements

There are security requirements associated with this requirement	YES
The necessary security clearances are required	At contract award

The Bidder must meet any security requirements specified in paragraph 3.4 and Annex C – Security Requirements Check List (SRCL) of Part 8 – Resulting Contract. In the case of a consortium or joint venture, each Member must meet the security requirements.

The Bidder must complete and submit a Foreign Ownership, Control or Influence (FOCI) Questionnaire, (which will be issued by DFATD only to the Recommended Bidder), and associated documentation identified in the FOCI Guidelines for Organizations prior to contract award to identify whether a third-party individual, firm or government can gain unauthorized access to CLASSIFIED FOREIGN information/assets. Public Works and Government Services Canada (PWGSC) will determine if the company is "Not Under FOCI" or "Under FOCI". When an organization is determined to be Under FOCI, PWGSC will ascertain if mitigation measures exist or must be put in place by the company so it can be deemed "Not Under FOCI through Mitigation".

For more information on personnel and organization security screening or security clauses, Bidders should refer to the Public Works and Government Services Canada <u>website</u>.

## 7.2 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:

- (a) 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):
- (b) 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;
- (c) if the Bidder has not been in business for at least one (1) full fiscal year, the following may be required:
  - (i) opening balance sheet on commencement of business; and
  - (ii) 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.
- (d) 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 drawn in favor of DFATD and issued by an Approved Financial Institution or, in the case of non-Canadian Bidder, confirmed by an Approved Financial Institution, 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*.

RFP Reference # 105343 Page 26 of 126

# 7.3 Insurance Requirements

There are insurance requirements associated with this requirement:	YES
Commercial General Liability Insurance	Applicable
2. Errors and Omissions Liability Insurance	
3. Workers' Compensation Insurance	
4. Health Insurance	Applicable If additional health insurance is needed for travelling to high danger zones, the added cost would be covered under the Contractor's Reimbursable Expenses.
War Risk Accidental Death and Dismemberment Insurance	Applicable Application to be determined for each Technical Assistance initiative separately in accordance with Part 8 – 3.3 and 3.5

Upon request by the DFATD Point of Contact, the Bidder must provide a letter from an insurance broker or an insurance company accredited by the insurance industry supervisor exercising its functions in the jurisdiction where the Services are provided stating that the Bidder, if awarded a Contract as a result of the RFP, can be insured in accordance with the insurance requirements specified herein. In the case of a consortium or joint venture, at least one Member must meet the insurance requirements.

Details on insurance requirements can be found in paragraph 3.3 of Part 8 – Resulting Contract.

RFP Reference # 105343 Page 27 of 126

#### **PART 8 - RESULTING CONTRACT**

This CONTRACT (referred to as the "Contract") is signed the Choose an item. day of the month of Choose an item. Choose an item.

#### 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 Contractor]
[Address line 1]
[Address line 2]
[Address line 3]

(referred to as the "Contractor").

[OR choose the following text if the Contractor consists of more than one entity. Delete the text that does not apply.]

This CONTRACT (referred to as the "Contract") is signed the Choose an item. day of the month of Choose an item. Choose an item.

#### 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 Contractor's obligations under this Contract, namely,

[Name of Member in Charge]
[Address line 1]
[Address line 2]
[Address line 3]
and
[Name of Member]
[Address line 1]
[Address line 2]
[Address line 3]
(referred to as the "Contractor").

The following form an integral part of this Contract:

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

Annex A: Statement of Work

Annex B: Basis of Payment

Annex C: Security Requirements Check List (if applicable)

- (c) Certifications
- (d) Technical proposal
- (e) Glossary from the Request for Proposal

RFP Reference # 105343 Page 28 of 126



#### 1. General Conditions

## 1.1 Relationship Between the Parties

The Contractor is engaged by DFATD under the Contract as an independent Contractor for the sole purpose of providing the 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 Contractor. The Contractor, its Personnel 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 Contractor is solely responsible for any and all payments, deductions and/or remittances required by law in relation to its Personnel and Local Support Staff.

## 1.2 Law Governing the Contract, Permits Licenses, Etc.

The law governing the Contract is the law applicable in the	Choose an item.
province or territory of	

- 1.2.1 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 above. The Parties irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts and tribunals of Canada.
- 1.2.2 The Contractor 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 Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to DFATD.

## 1.3 Compliance with Applicable Laws

The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to DFATD at such times as DFATD may reasonably request.

The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Services. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

#### 1.4 Headings

The headings will not limit, alter or affect the meaning of this Contract.

## 1.5 Priority of Documents

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) General Conditions of Contract (GC);
- (b) Annex A: Statement of Work
- (c) Annex B: Basis of Payment
- (d) Annex C: Security Requirements Check List (if applicable); and
- (e) The Contractor's Proposal
- Glossary from the Request for Proposal

#### 1.6 Location

The Services will be performed at the locations specified in Annex A, 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.

## 1.7 Authority of the Member in Charge and Contact Information

The Member in Charge is	[insert name of Member or Not applicable if the Contractor
	consists of only one entity]

RFP Reference # 105343 Page 29 of 126

#### **Contact Information:**

DFATD	Contractor [All <b>Members</b> of a consortium or joint venture should be listed here.]
Distribution and Mail Services – AAG	Legal entity address: [insert]
Lester B. Pearson Building	Attention: [insert name]
125 Sussex Drive	E-mail: [insert]
Ottawa, Ontario	
Canada	
K1A 0G2	
Attention: [insert name of the Contracting Authority –	
Director General, Engaging Canadians Bureau KED]	
Attention: [project officer, Global Citizens Division (KEGT),	
- Engaging Canadians Bureau (KED) Partnership for	
Development Innovation (KFM)]	

If the Contractor consists of a consortium or joint venture, the Members authorize the entity specified above (i.e. the Member in Charge) to act on their behalf in exercising all the Contractor's rights and obligations towards DFATD under this Contract, including without limitations, the receiving of instructions and payments from DFATD.

#### 1.8 DFATD Authorities

Contracting Authority	Technical Authority
[Insert title of the delegated signing authority as per	[insert title of the project officer]
DFATD Delegation Instrument]	Telephone:
Telephone:	E-mail:
E-mail:	

Only the Contracting and Technical Authorities specified above, or their authorized representatives, are authorized to take any action or execute any documents on behalf of DFATD under this Contract.

#### 1.9 Successors and Assigns

The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

#### 1.10 Certifications Provided in the Proposal

- 1.10.1 Unless specified otherwise, the continuous compliance with the certification provided by the Contractor in its Proposal or precedent to Contract award, and the ongoing cooperation in the providing of additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by DFATD during the entire period of the Contract.
- 1.10.2 Compliance with the certifications provided by the Contractor in its Proposal is a condition of the Contract and subject to verification by DFATD during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its Proposal is untrue, whether made knowingly or unknowingly, DFATD has the right, pursuant to clause 2.6 of the Contract, to terminate the Contract for default.
- 1.10.3 The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor 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 Contractor will be added to the "Federal Contractors Program Limited Eligibility to Bid List". The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## 1.11 Integrity Provisions

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 Contractor 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*.

RFP Reference # 105343 Page 30 of 126

#### 1.12 Conflict of Interest

- 1.12.1 Given the nature of the services to be performed under this Contract and in order to avoid any conflict of interest or appearance of conflict of interest, the Contractor acknowledges that it will not be eligible to bid, either as a Contractor or as a Subcontractor or to assist any Third Party in bidding on any requirement relating to the services performed by the Contractor under this Contract. DFATD may reject any future Proposal for which the Contractor would be the Bidder or may be otherwise involved in the Proposal, either as a Subcontractor, as an individual resource, or as someone (either itself or its employees) who may have advised or otherwise provided assistance to the Bidder.
- 1.12.2 The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, (S.C. 2006, c. 9, s. 2), the *Conflict of Interest Code for Members of the House of Commons*, the *Values and Ethics Code for the Public Sector* or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.
- 1.12.3 The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view of influencing the entry into the Contract or the administration of the Contract.
- 1.12.4 The Contractor 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 Contractor 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 Contractor must immediately declare it to the Contracting Authority.
- 1.12.5 The Contractor 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 Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing.
- 1.12.6 If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor 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 Contractor or its Personnel, which may or may appear to impair the ability of the Contractor to perform the Services diligently and independently.

## 1.13 Translation of Documentation

The Contractor agrees that DFATD may translate any documentation delivered to DFATD by the Contractor that does not belong to DFATD under the GC 3.7 and 3.8. The Contractor acknowledges that DFATD owns the translation and that it is under no obligation to provide any translation to the Contractor. 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 Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

## 1.14 Severability

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 Period of Contract

Date on which the Contract will expire	Click or tap to enter a date.

The period of the Contract is from the effective date specified in article 7 of the Contract to the date specified above inclusively.

RFP Reference # 105343 Page 31 of 126

#### 2.2 Amendment and Waiver

- 2.2.1 To be effective, any amendment to the Contract, modifications to any terms and conditions or to the logic model at the intermediate outcome level or higher must be done in writing by DFATD and the authorized representative of the Contractor.
- 2.2.2 While the Contractor may discuss any proposed modifications to the Services with other representatives of DFATD, DFATD will not be responsible for the cost of any modification unless it has been incorporated into the Contract in accordance with 2.2.1.
- 2.2.3 A waiver will only be valid, binding or affect the rights of the Parties if it is made in writing by, in the case of a waiver by DFATD and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
- 2.2.4 The waiver by a Party of a breach of any condition of the Contract will not be treated or interpreted as a waiver of any subsequent breach and therefore will not prevent that Party from enforcing of that term or condition in the case of a subsequent breach.

## 2.3 Contract Approvals

## 2.3.1 Acceptance of Plans and Reports

The Contractor will provide the Technical Authority with the plans and reports detailed in 3.2 of Annex A, Statement of Work, for approval within the established timeframe.

## 2.3.2 Delays Related to Approval

- (a) The Technical Authority may request modifications to the plans and reports, Contract Change Forms or Project Change Forms through a notice to DFATD.
- (b) If modifications are requested, unless otherwise specified in the notice by the Technical Authority, the Contractor must address the requested modifications to DFATD satisfaction within 20 working days.

## **Contract Change Form**

- 2.3.3 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 4.2.
  - (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 could be subject to negotiation, if required, in accordance with the Contractor's procurement plan and/or DFATD's Guide for Rate Validation. In addition, fees for the Personnel who are citizens or permanent residents of the Recipient Country and Local Support Staff may be 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 A, Statement of Work.
  - (d) Reallocation of funds between the categories fees, costs for Personnel on long-term assignment and reimbursable expenses as established in Annex B, 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**

- 2.3.4 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.

RFP Reference # 105343 Page 32 of 126

Fees related to an existing position must remain unchanged. The 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 B, Basis of Payment.
- 2.3.5 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.

## 2.4Excusable Delay

- 2.4.1 A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
  - a) is beyond the reasonable control of the Contractor;
  - b) could not reasonably have been foreseen;
  - c) could not reasonably have been prevented by means reasonably available to the Contractor; and
  - d) occurred without the fault or neglect of the Contractor

will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Technical Authority, within 20 working days, of all the circumstances relating to the delay and provide to the Technical Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposed to take in order to minimize the impact of the event causing the delay.

- 2.4.2 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.
- 2.4.3 However, if an Excusable Delay has continued for 3 months or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
- 2.4.4 Unless DFATD has caused the delay by failing to meet an obligation under the Contract, DFATD will not be responsible for any costs incurred by the Contractor or any of its Subcontractors or agents as a result of an Excusable Delay.
- 2.4.5 If the Contract is terminated under the GC 2.4, the Contracting Authority may require the Contractor 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 that the Contractor has acquired or produced specifically to perform the Contract. DFATD will pay the Contractor:
  - The value, of all completed parts of the Services delivered to and accepted by DFATD, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
  - b. The Cost to the Contractor that DFATD considers reasonable in respect of anything else delivered to and accepted by DFATD.

The total amount paid by DFATD under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract Price.

#### 2.5 Suspension of Services

- 2.5.1 The Contracting Authority may at any time, by written notice, order the Contractor 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, unless otherwise agreed upon between the Parties. The Contractor 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 clauses 2.6 or 2.7.
- 2.5.2 When an order is made under the GC 2.5.1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred, as DFATD considers reasonable as a result of the suspension order.

RFP Reference # 105343 Page 33 of 126

2.5.3 When an order made under the GC 2.5.1 is cancelled, the Contractor must resume the Services in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor'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 Contractor, is necessary for the Contractor to resume the Services.

#### 2.6 Termination due to Default of Contractor

- 2.6.1 Except in situations identified in the GC 2.4.2, if the Contractor is in default of carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, 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 Contractor 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 Contractor must proceed to complete any part of the Contract that is not affected by the termination notice.
- 2.6.2 If the Contractor 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 Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
- 2.6.3 If DFATD gives notice under the GC 2.6.1 or 2.6.2, the Contractor will have no claim for further payment except as provided under GC 2.6. The Contractor 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 Contractor agrees to repay immediately to DFATD the portion of any advance payment that is unliquidated at the date of the termination.
- 2.6.4 Upon termination of the Contract under this GC 2.6, the Contracting Authority may require the Contractor 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 Contractor 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 Contractor arising under the Contract or out of the termination, DFATD will pay or credit to the Contractor:
  - (a) the value of the fees and 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 2.6.4 must not exceed the Contract price.

2.6.5 If the Contract is terminated for default under the GC 2.6.1, 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 2.7.

#### 2.7 Termination for Convenience

2.7.1 At any time before the end of the Contract, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor 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.

RFP Reference # 105343 Page 34 of 126

- 2.7.2 If a termination notice is given pursuant to the GC 2.7.1, the Contractor will be entitled to be paid for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by DFATD. The Contractor will be paid:
  - (a) fees and 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 Contractor excluding the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
- 2.7.3 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.
- 2.7.4 Upon termination of the Contract under this GC 2.7, the Contracting Authority may require the Contractor 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 Contractor has acquired or produced specifically to perform the Contract. The total of the amounts, to which the Contractor is entitled to be paid under this GC 2.7, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by DFATD under this GC 2.7 except to the extent that this GC 2.7 expressly provides. The Contractor agrees to repay immediately to DFATD the portion of any advance payment that is unliquidated at the date of the termination.

## 2.8 Cessation of Rights and Obligations

Upon termination or suspension of this Contract pursuant to the GC 2.5, 2.6 or 2.7, or upon expiration of this Contract pursuant to the GC 2.1, 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 Contractor's obligation to permit inspection, copying and auditing of its 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 1.2.

#### 2.9 Assignment of Contract

- 2.9.1 The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. Any assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
- 2.9.2 Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon DFATD.

#### 3. Obligations of the Contractor

#### 3.1General Standard of Performance

- 3.1.1 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 Contractor represents and warrants that:
  - (a) It agrees to abide by any governing law protecting individuals against any manner of discrimination regardless of location of work;
  - (b) It must not discriminate with respect to individuals' eligibility to participate as a beneficiary of the development initiative beyond what is targeted in the Statement of Work of this Contract.

RFP Reference # 105343 Page 35 of 126

## 3.1.2 The Contractor represents and warrants that:

- (a) It is competent to perform the Services;
- (b) It has everything necessary to perform the Services, including the resources, facilities, labour, technology, equipment and materials; and
- (c) It has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Services.

#### 3.1.3 The Contractor must:

- (a) Perform the Services diligently and efficiently;
- (b) Except for Government Property, supply everything necessary to perform the Services;
- (c) 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;
- (d) Select and employ a sufficient number of qualified people;
- (e) Perform the Services in accordance with standards of quality acceptable to DFATD and in full conformity with the Specifications and all the requirements of the Contract;
- (f) Provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
- 3.1.4 The Services must not be performed by any person who, in the opinion of DFATD, is incompetent, unsuitable or has conducted himself/herself improperly.
- 3.1.5 All Services rendered under the Contract must, at the time of acceptance, be free from defects in workmanship and conform to the requirements of the Contract. If the Contractor is required to correct or replace the Services or any part of the Services, it will be at no cost to DFATD.
- 3.1.6 DFATD's facilities, equipment and personnel are not available to the Contractor to perform the Services, unless the Contract specifically provides for it. The Contractor is responsible for advising the Contracting Authority in advance if it requires access to DFATD's facilities, equipment or personnel to perform the Services. The Contractor must comply and ensure that its employees and Subcontractors comply with all the security measures, standing orders, policies or other rules in force at the site where the Services is performed.
- 3.1.7 Unless the Contracting Authority orders the Contractor to suspend the Services or part of the Services pursuant to article 2.5, the Contractor must not stop or suspend the Services or part of the Services pending the settlement of any dispute between the Parties about the Contract.
- 3.1.8 The Contractor must provide all reports that are required by the Contract and any other information that DFATD may reasonably require from time to time.
- 3.1.9 The Contractor is fully responsible for performing the Services. DFATD will not be responsible for any negative consequences or extra costs if the Contractor follows any advice given by DFATD unless the Contracting Authority provides the advice to the Contractor in writing and includes a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might result from following the advice.

#### 3.2 Confidentiality and Privacy

- 3.2.1 The Contractor must keep confidential all information provided to the Contractor 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 Contractor as part of the Services when copyright or any other intellectual property rights in such information belongs to DFATD under the Contract. The Contractor must not disclose any such information without the written permission of DFATD. The Contractor may disclose to a Subcontractor any information necessary to perform the subcontract as long as the Subcontractor agree to keep the information confidential and that it will be used only to perform the subcontract.
- 3.2.2 The Contractor agrees to use any information provided to the Contractor by or on behalf of DFATD only for the purpose of the Contract. The Contractor 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 Contractor 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.

RFP Reference # 105343 Page 36 of 126

- 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 Contractor or a Subcontractor.
- 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 Contractor will mark or identify any proprietary information delivered to DFATD under the Contract as "Property of (Contractor'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 Contractor

The Contractor must comply with the insurance requirements specified below. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an insurance broker or an insurance company accredited by the insurance industry supervisor exercising its functions in the jurisdiction where the Services are provided. The Contractor must, if requested by the Contracting Authority, forward to DFATD a certified true copy of all applicable insurance policies.

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

The insurance will include the following:

- (a) Canada as an additional insured, as represented by the Department of Foreign Affairs, Trade and Development:
- (b) Bodily Injury and Property Damage to Third Parties;
- (c) Product 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) Blanket Contractual Liability
- (g) Employees and, if applicable, Volunteers as Additional Insured;
- (h) Employer's Liability;
- (i) Broad Form Property Damage including Completed Operations;
- (j) Non-owned Automobile Liability; and
- (k) 30 days written notice of policy cancellation.
- (I) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

#### 3.3.2 Errors and Omissions Liability Insurance

If the Contractor 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:

- (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.

RFP Reference # 105343 Page 37 of 126

#### 3.3.3 Health Insurance

The Contractor will ensure that its Personnel assigned abroad are provided with full information on health maintenance in the Recipient Country, prior to their departure from the Contractor's or Personnel's home Country, and that they are physically capable of performing the assigned duties in that country. The Contractor 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 for medical reasons.

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 Contractors and the Recipient Country trainees.

#### 3.3.4 Workers' Compensation Insurance

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

The insurance will include the following:

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

## 3.3.5 War Risk Accidental Death and Dismemberment Insurance

War Risk Accidental Death and Dismemberment Insurance, for the Personnel and working in areas considered to be war zones. The Contractor will ensure that all of its Personnel performing the Services on this Contract will have the same level of insurance coverage throughout the Contractor's performance of the Contract. The insurance will include the Waiver of Subrogation Rights in favour of DFATD, to the extent permitted by law.

## 3.4 Security Requirements

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

- 3.4.1 The Contractor must, at all times during the performance of the Contract/Standing Offer, hold a valid Facility Security Clearance at the level of SECRET, with approved Document Safeguarding and Production Capabilities at the level of SECRET, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- 3.4.2 The Contractor personnel requiring access to CLASSIFIED/PROTECTED information, assets or sensitive site(s) must EACH hold a valid personnel security screening at the level of SECRET or RELIABILITY STATUS, as required, granted or approved by the CSP, PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CSP, PWGSC, the Contractor/ personnel MAY NOT HAVE ACCESS to CLASSIFIED/PROTECTED information or assets, and MAY NOT ENTER sites where such information or assets are kept, without an escort.
- 3.4.3 The Contractor personnel requiring access to FOREIGN CLASSIFIED/PROTECTED information, assets or sensitive site(s) must EACH hold a <u>valid</u> personnel security screening at the level of SECRET or RELIABILITY STATUS, as required, granted or approved by the CSP, PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CSP, PWGSC, the Contractor/personnel MAY NOT HAVE ACCESS to FOREIGN CLASSIFIED/PROTECTED information or assets, and MAY NOT ENTER sites where such information or assets are kept, without an escort.

RFP Reference # 105343 Page 38 of 126

- 3.4.4 The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store any sensitive CLASSIFIED/PROTECTED <u>information</u> until the CSP, PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the level of SECRET.
- 3.4.5 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- 3.4.6 The Contractor must complete and submit a **Foreign Ownership**, **Control or Influence** (**FOCI**) Questionnaire and associated documentation identified in the FOCI Guidelines for Organizations prior to contract award to identify whether a third party individual, firm or government can gain unauthorized access to **CLASSIFIED FOREIGN** information/assets. Public Works and Government Services Canada (PWGSC) will determine if the company is "Not Under FOCI" or "Under FOCI". When an organization is determined to be Under FOCI, PWGSC will ascertain if mitigation measures exist or must be put in place by the company so it can be deemed "Not Under FOCI through Mitigation".
- 3.4.7 The contractor must at all times during the performance of the contract possess a letter from PWGSC identifying the results of the FOCI assessment with a FOCI designation of *Not Under FOCI* or *Not Under FOCI through Mitigation*.
- 3.4.8 All changes to Questionnaire and associated FOCI evaluation factors must immediately be submitted to the Industrial Security Sector (ISS) to determine if the changes impact the FOCI designation.
- 3.4.9 The Contractor must also comply with the provisions of the:
- (a) Security Requirements Check List, attached at Annex C;
- (b) Industrial Security Manual (latest edition).

## 3.5 Safety and Protection

- 3.5.1 Obligations Related to Security
  - (a) The Contractor is responsible to ensure its own security and the security of its Personnel. DFATD assumes no responsibility for their security.
  - (b) The Contractor recognizes that Services involved in this Project could expose it and its Personnel to serious risks of injury and/or death.
  - (c) The Contractor is responsible to fully and openly disclose to its Personnel the inherent risks of the Project.
  - (d) The Contractor is also responsible to keep itself and its Personnel informed of any "Travel Advice and Advisories" issued by the Government of Canada.
  - (e) It is recommended that the Contractor subscribe to a security service in order to receive daily security related information.
  - (f) DFATD will (to the extent possible) provide information regarding security to the Contractor and may facilitate the provisions of additional security briefings.

#### 3.5.2 Security Measures

- (a) It is the sole responsibility of the Contractor 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 Contractor determines that a security plan is necessary, the Contractor 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;

RFP Reference # 105343 Page 39 of 126

- - Security equipment and equipment-related protocols (vehicles, communications, personal iv. protective equipment, etc.), as required:
  - Security and Personnel safety protocols (guards, office, staff housing, the Project area, etc.); ٧.
  - Evacuation, including emergency medical evacuation, procedures: vi.
  - vii. Abduction/Missing person protocol(s): and
  - viii. Processes for security awareness updates, as required.
  - (b) The Contractor should also put in place for itself and its Personnel, but not limited to, the following:
    - Hospitalization and medical treatment arrangements;
    - Mortuary affairs arrangements; ii.
    - Procedures for expected conduct and discipline: iii.
    - Health and safety protocols as well as insurance requirements; and iv.
    - Critical incident management procedures, which should be in accordance with the Contractor's ٧. internal policies and harmonized, where practicable, with the Canadian Embassy consular procedures.

#### Subcontractors 3.5.3

Unless DFATD agrees in writing, the Contractor must ensure that each of its Subcontractors 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 3.5.

#### 3.6 Initial Visit and Audit

- 3.6.1 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 Contractor, and to ensure that the Contractor's financial management of the Project can be done efficiently and in accordance with the requirements of the Contract. The Contractor agrees to allow for the initial visit and to provide the DFATD Contracting Authority with the facilities, personnel, and any information required for the purposes of the initial visit, all at no cost to DFATD.
- 3.6.2 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 Contractor will keep proper accounts and records of the cost of the Services and of all expenditures or commitments made by the Contractor, 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 Contractor 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 Contractor must not dispose of the documents referred to in the Contract without the written consent of the Contracting Authority, and must preserve and keep them available for audit and inspection for a period of seven (7) years following completion of the Contract.

## 3.7 Ownership of Intellectual and Other Property Including Copyright

#### **Definitions**

- 3.7.1 The following definitions apply to this GC:
  - "applicable national law" means, notwithstanding the law applicable to the Contract, the law of a country (a) that applies to works and governs, in that country, acts reserved to an owner of a work, such as, in Canada, the Copyright Act.
  - "intellectual property rights" or "rights" means, for the work, all or any of the acts reserved to the owner by (b) 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.

RFP Reference # 105343 Page 40 of 126

- (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.

#### **Beneficiaries of the Assistance Project**

## Licenses and Assignments

## 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 Contractor 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 license granted pursuant to section 3.7.2 and as requested by Technical Authority, the Contractor 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 Contractor 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 <u>Assignment of Rights in any Work Created Under the Contract That Serve to Define or Manage the Assistance Project</u>

In consideration of the price of its Services under the Contract, the Contractor 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 Bids 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.

RFP Reference # 105343 Page 41 of 126

#### **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 Contractor 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 Contractor 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 Contractor is an author of any of the work referred to in section 3.7.5, the Contractor permanently waives the Contractor's moral rights in the work.

## **Ownership Symbol and Public Recognition**

- 3.7.8 The Contractor 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 3.11 of GC.

## **Transfer of Obligations**

#### 3.7.9 Transfer of Obligations to Employed Creators

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

3.7.10 Transfer of Obligations to Any Contractual Network of the Contractor

Before the creation of any work in any contractual network of the Contractor, the Contractor must transfer in writing in any contractual network of the Contractor, the obligations stipulated in these terms and conditions, allowing the Contractor 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 Contractor must declare and describe to Technical Authority, in writing, as the Contract is being executed, any work to be created by the Contractor or the Contractor's employees, or any other creator in any contractual network of the Contractor and the network of any Subcontractor. The Contractor is responsible for the accuracy of the description.

#### Copies to be Delivered

3.7.12 Unless otherwise specified in Annex A, Statement of Work, the Contractor 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 Contractor 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.

RFP Reference # 105343 Page 42 of 126

## 3.7.14 Warranty Regarding Non infringement of Rights

The Contractor 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 Contractor must enumerate, in the Certification required by the Technical Authority, any work created under the Contract. The Contractor 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 Contractor 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 Contractor 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 Contractor defend DFATD against the claim. In either case, the Contractor 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 Contractor must be approved in writing by the Attorney General of Canada.
- 3.8.2 The Contractor has no obligation regarding claims that were only made because:
  - (a) DFATD modified the work or part of the work without the Contractor's consent or used the work or part of the work without following a requirement of the Contract; or
  - (b) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by DFATD (or by someone authorized by DFATD); or
  - the Contractor used a specific item of equipment that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor 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 [Contractor name] or DFATD, will defend both [Contractor 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 Contractor's responsibility and, if the Contractor 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 Contractor or DFATD is infringing its intellectual property rights, the Contractor 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 Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, DFATD may choose either to require the Contractor 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 Contractor will reimburse DFATD for all the costs it incurs to do so.

RFP Reference # 105343 Page 43 of 126

## 3.9 Liability

The Contractor is liable for any damage caused by the Contractor, its Personnel, Local Support Staff, or agents to DFATD or any Third Party. DFATD is liable for any damage caused by DFATD, its employees or agents to the Contractor 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. 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

## 3.10.1 Equipment, Vehicles and Materials Furnished by DFATD

- (a) Equipment, vehicles and materials made available to the Contractor by DFATD must be used by the Contractor solely for the purpose of the Contract and will remain the property of DFATD. The Contractor 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 Contractor 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 Contractor 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 Contractor must provide to DFATD an inventory of and return to DFATD all equipment, vehicles and materials furnished by DFATD relating to the Contract.

## 3.10.2 Equipment, Vehicles and Materials, Services or Assets Purchased by the Contractor

Where the Contractor 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 Contractor wholly or partly with funds provided by DFATD, will be the property of the Contractor until transferred to a Recipient Country or another approved entity in accordance with the approved disposal plan and will be marked accordingly by the Contractor until such transfer.
- 3.10.4 At the time of submission of the final report, or as required at any other time, the Contractor 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 Public Recognition

- 3.11.1 In consultation with DFATD, the Contractor 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 responsive with Canada's Federal Identity Program.
- 3.11.2 The Contractor must plan for, and report on its public recognition activities in accordance with the reporting requirements of the Contract. The Contractor must supply DFATD with a copy of any written or electronic material acknowledging DFATD's support or information on its public recognition activities. DFATD may provide content and input into any supporting communication material.
- 3.11.3 The Contractor 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

RFP Reference # 105343 Page 44 of 126

- 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 Contractor.
- 3.11.4 All public materials issued jointly by DFATD and the Contractor must be judged acceptable by both Parties and will be made available in both English and French.
- 3.11.5 After consultation, DFATD or the Contractor may request to cease all public recognition activities inter alia for security, programming or other compelling reasons. DFATD and the Contractor will consult each other to determine when the public recognition activities may resume.

#### 3.12 Economic Sanctions and Other Trade Controls

3.12.1 The Contractor 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

- 3.12.2 The Contractor 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.
- 3.12.3 The Contractor 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 and Local Support Staff.
- 3.12.4 The Contractor will notify the Department immediately if it is unable to complete the Contract as a result of sanctions or other trade controls. The Contractor 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.
- 3.12.5 The Contractor will include a corresponding provision in all subcontracts and sub-agreements it signs for the purposes of the Contract.

## 3.13 Managing for Results

- 3.13.1 The Contractor must monitor Project outputs and outcomes using indicators specified in the most recently approved version of the Performance Measurement Framework.
- 3.13.2 The Contractor must propose adjustments to sub-activities and outputs, in accordance with the provisions of the Contract detailed under the GC 2.3, to ensure achievement of outcomes at the immediate, intermediate and ultimate levels.
- 3.13.3 The Contractor must notify the Technical Authority within 5 (five) working days of any issues, problems, or potential risks that may affect the achievement of the Project immediate outcome or higher. The Contractor must notify the Technical Authority using a notice to DFATD. In the notice, the Contractor must provide an estimate of the financial impact on the annual budget of the identified issues, problems or potential risks. The Contractor 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.
- 3.13.4 The Contractor 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.

RFP Reference # 105343 Page 45 of 126

#### 4. Contractor's Personnel

## 4.1 Working Hours, Leave, Etc.

4.1.1 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 (1) person-day to be claimed by the Personnel cannot exceed the number indicated in paragraph GC 4.1.2. 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 paragraph GC 4.1.2 below and multiplying the result by the number of hours actually worked during the day.

4.1.2

The number of hours in a day is	7.5
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#### 4.2 Replacement of Personnel

## **Existing Position – Replacement of Personnel**

- 4.2.1 If specific individuals are identified in the Contract to perform the Services, the Contractor must provide the Services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 4.2.2 If the Contractor is unable to provide the Services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be approved by DAFTD. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - a. the name, qualifications and experience of the proposed replacement; and
  - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 4.2.3 The Contractor must not, in any event, allow performance of the Services by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Services. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with 2.3.4(a) and 4.2.2. The fact that the Contracting Authority does not order that a replacement stop performing the Services does not relieve the Contractor from its responsibility to meet the requirements of the Contract.
- 4.2.4 Unless otherwise agreed to in writing by DFATD, the Contractor must pay for the cost of replacement and/or addition of the Personnel, and/or changes to a position(s).

## 4.3 Harassment in the Workplace

The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the *Policy on harassment Prevention and Resolution*, which is also applicable to the Contractor, is available on the Treasury Board Web site.

The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or Subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, Contractor or other individual employed by, or under Contract with DFATD. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

#### 4.4 Improper Conduct or Abandonment of Position

- 4.4.1 During the period of the Contract, the Contractor 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 Contractor must maintain the standards of non-discrimination described in GC 3.1.1 and GC 4.3 during this Contract whether the services are performed in Canada, in the Recipient Country or in any other location. The Contractor must ensure that its Personnel and Local Support Staff are also bound by these provisions.
- 4.4.2 The Contractor must inform all members of its Personnel and Local Support Staff 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

RFP Reference # 105343 Page 46 of 126

- 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.
- 4.4.3 The Contractor 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 Contractor'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 2.5 or Termination due to default of Contractor in accordance with GC 2.6.

## 5. Obligations of DFATD

## 5.1 Goods and Services Provided by the Recipient Country

Annex A, Statement of Work, 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 Contractor must inform DFATD as soon as possible. DFATD and the Contractor will then consider what measures to take in order to remedy the situation.

## 5.2 Method of Payment

In consideration of the Services performed by the Contractor under this Contract, DFATD will pay the Contractor in accordance with the provisions set forth in Annex B, Basis of Payment.

## 6. Complaint Mechanism and Settlement of Disputes

#### **6.1 Alternate Dispute Resolution**

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 <a href="Internal Review Mechanism (IRM)">Internal Review Mechanism (IRM)</a> is available to facilitate dispute resolution. The Contractor may submit its complaint using the <a href="IRM Enquiry Form">IRM Enquiry Form</a>. 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 Work and Government Services Act* to resolve a dispute between the Parties respecting the interpretation or application of a term or conditions in this Contract; and
- (b) Agrees that this provision will, 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.

#### 6.2 Complaint Mechanism for Contract Administration

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 Contractor 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 services 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.

RFP Reference # 105343 Page 47 of 126

## 7. Signature

[Guidance to Contracting Officers: Delete signature lines for Members if the Contractor is not a consortium or joint venture]

The Contract will become effective on the date of the last signature.

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

For [Member in Charge]

Signature	Date (YYYY-MM-DD)
Name	<del>.</del>
Title	•
For [Member]	
Signature	Date (YYYY-MM-DD)
Name	
Title	
For Her Majesty	
Signature	Date (YYYY-MM-DD)
Name	•
Title	

RFP Reference # 105343 Page 48 of 126

#### ANNEX A - Statement of Work

#### **ACRONYMS**

- Department of Foreign Affairs, Trade and Development (DFATD)
- DG (Director General)
- Education for Global Citizenship (EGC)
- Feminist International Assistance Policy (FIAP)
- Field Support Service (FSS)
- Gender Equality (GE)
- Gender-Based Analysis Plus (GBA+)
- Global Affairs Canada (DFATD)
- Logic Model (LM)
- Official Development Assistance (ODA)
- Official Development Assistance Accountability Act (ODAAA)
- Organization for Economic Cooperation and Development (OECD)
- Performance Measurement Framework (PMF)
- Project Implementation Plan (PIP)
- Project Steering Committee (PSC)
- Public Engagement (PE)
- Results-based Management (RBM)
- Small Island Developing States (SIDS)
- Strategic Environmental Assessment (SEA)
- Sustainable Development Goals (SDGs)
- Technical Assistance (TA)
- Technical Assistance Partnership (TAP)
- Technical Assistance Partnership Expert Deployment Mechanism (TAP-EDM)

## **REFERENCES**

Advancing Human Rights: <a href="https://www.international.gc.ca/world-monde/funding-financement/advancing\_human\_rights-promouvoir\_droits\_personne.aspx?lang=eng">https://www.international.gc.ca/world-monde/funding-financement/advancing\_human\_rights-promouvoir\_droits\_personne.aspx?lang=eng</a>

DFATD's Environmental Integration Process: <a href="https://www.international.gc.ca/world-monde/funding-fundin

DFATD's Policy on Gender Equality: <a href="https://www.international.gc.ca/world-monde/funding-financement/policy-politique.aspx?lang=eng">https://www.international.gc.ca/world-monde/funding-financement/policy-politique.aspx?lang=eng</a>

<u>Feminist Approach – Innovation and Effectiveness</u> <u>Guidance Note</u>: <a href="https://www.international.gc.ca/world-monde/issues">https://www.international.gc.ca/world-monde/issues</a> development-enjeux developpement/priorities-priorites/fiap ie-paif ie.aspx?lang=eng

Feminist International Assistance Policy (FIAP): <a href="https://www.international.gc.ca/world-monde/issues">https://www.international.gc.ca/world-monde/issues</a> development-enjeux\_developpement/priorities-priorites/policy-politique.aspx?lang=eng

Feminist International Assistance Gender Equality Toolkit for Project: <a href="https://www.international.gc.ca/world-monde/funding-financement/gender\_equality\_toolkit-trousse\_outils\_egalite\_genres.aspx?lang=eng&ga=2.77515157.1068958965.1587320046-672488675.1584725538">https://www.international.gc.ca/world-monde/funding-financement/gender\_equality\_toolkit-trousse\_outils\_egalite\_genres.aspx?lang=eng&ga=2.77515157.1068958965.1587320046-672488675.1584725538</a>

FIAP Action Areas: <a href="https://www.international.gc.ca/world-monde/issues\_development-enjeux\_developpement/priorities-priorities/policy-politique.aspx?lang=eng">https://www.international.gc.ca/world-monde/issues\_development-enjeux\_developpement/priorities-priorities/policy-politique.aspx?lang=eng</a>

RFP Reference # 105343 Page 49 of 126



FIAP indicators: https://www.international.gc.ca/world-monde/issues\_development-enjeux\_development/prioritiespriorites/fiap indicators-indicateurs paif.aspx?lang=eng

Fragile and conflict-affected situations: https://www.worldbank.org/en/topic/fragilityconflictviolence/brief/harmonized-list-offragile-situations

Gender Analysis: https://www.international.gc.ca/world-monde/funding-financement/gender\_analysisanalyse comparative.aspx?lang=eng& ga=2.242116546.1760415253.1588692154-1900859257.1586973925

Official Development Assistance Accountability Act: https://www.international.gc.ca/gac-amc/publications/odaaa-Irmado/index.aspx?lang=eng

Official Development Assistance eligible countries: http://www.oecd.org/dac/financing-sustainabledevelopment/development-finance-standards/daclist.htm

Result-Based Management: https://www.international.gc.ca/world-monde/fundingfinancement/results based management-gestion axee resultats.aspx?lang=eng

Strategic Environmental Assessment of Action Areas under Canada's Feminist International Assistance Policy: https://www.international.gc.ca/world-monde/issues development-enieux development/priorities-priorites/fiap seaees.aspx?lang=eng

#### **DEFINITIONS**

Canadian Expert: in the context of TAP-EDM, a Canadian expert is defined as a Canadian citizen or permanent resident with relevant educational credentials, niche expertise, and professional experience in the public sector, private sector, academia, or civil society that are aligned with Canada's FIAP action areas. The Contractor's, as well as Government of Canada and federal crown corporation active employees cannot be hired or subcontracted under the project.

Countries in fragile and conflict-affected situations: as classified by the World Bank Group.

Canadian Missions Abroad: in the context of TAP-EDM, they are referred as Canadian missions accredited in the OECD-DAC defined list of ODA-eligible countries. Canadian missions are listed: https://travel.gc.ca/assistance/embassiesconsulates?\_ga=2.48554147.462195078.1588104435-672488675.1584725538

Low, middle and upper-middle-income countries: as defined by the World Bank Atlas's gross national income (GNI) per capita classification methodology.

National Entities in ODA-eligible Countries: referred as any ministry, agency, authority, commission and/or governing body under the authority of the national government and/or the national legislature. Technical Assistance (TA) requests from sub-national government entities are not eligible.

Technical Assistance Initiative: could consist of i) one or multiple deployments of a Canadian expert or of several Canadian Experts to ODA-eligible countries to deliver technical assistance; ii) a technical visit to Canada of a delegation of government officials from recipient national entities; and iii) a combination of i) and ii). A TA initiative is short-term, up to 52 weeks in execution, and its costs are limited to \$250,000.

Technical Assistance Toolkit: includes, but is not limited to, in person/on location and other combinations of distance education/e-learning strategies (training, seminars, workshops) to deliver professional accompaniment/mentoring. advisory support, policy research, institutional audit and capacity development plans, and technical visits to Canada, in a broad variety of domains aligned with the Feminist International Assistance Policy (FIAP) action areas.

Technical Visit: refers to a short-term visit/study tour to Canada undertaken by public servants, including individuals with public office responsibilities, from the recipient national entities with the objective to gain insightful awareness, knowledge and understanding of good practices in Canada, in a variety of issues aligned with the FIAP. This activity can be performed by visiting Canadian public institutions (federal, provincial, territorial, municipal), private institutions, business enterprises and civil society organizations.

RFP Reference # 105343 Page 50 of 126

#### 1.0. Project Description

## 1.1. Objective

With its vast network of missions abroad, the Department of Foreign Affairs Trade and Development (DFATD) interacts daily with governments around the world that often request niche Canadian expertise to assist them in addressing the public sector policy and institutional capacity gaps they face as they advance toward achieving the Sustainable Development Goals (SDGs).

DFATD is establishing the Technical Assistance Partnership - Expert Deployment Mechanism (TAP-EDM, hereafter sometimes referred as "the Project") to facilitate the provision of strategic, short-term Canadian technical assistance in response to the expressed needs of national entities in Official Development Assistance (ODA)-eligible countries. TAP-EDM's technical assistance toolkit will address needs in areas aligned with the FIAP, and do so in a manner consistent with aid effectiveness principles and the Agenda 2030 for Sustainable Development. The Project will also contribute to promoting Canadian values, increasing Canada's visibility, and projecting Canadian leadership globally, while advancing Canada's international assistance policy, foreign policy, and trade relation interests.

## 1.2 Background

Developing country governments often face gaps in their institutional capacity to effectively tackle poverty and progress toward achieving the SDGs. They are seeking strategic expert advice and technical assistance to enhance their knowledge and institutional capacity to address emergent and pressing public policy issues such as climate change; urbanization; youth unemployment; migration; privacy in the digital age; transnational crime; environmental degradation of land, coastal, water and marine natural resources and ecosystems, and control of chronic and infectious diseases and coping with global pandemics.

Canada's expertise is well recognized and often sought after in many areas related to public governance, environmental management, gender equality and human rights protection. This expertise is found in the private, public, civil society, and academic sectors. Canada's bilingualism, diversity, soft power and multilateralism are also well praised and regarded by partner countries. Internal consultations within DFATD clearly demonstrate that ODA-eligible and some non-ODA-eligible countries express year after year a high demand for the provision of Canadian expertise in various domains.

To respond to these requests, DFATD supports numerous and diverse responsive mechanisms for deploying Canadian expertise through its regional, bilateral, and partnership programming channels, including:

- the Canadian Trade and Investment Facility for Development (CTIF), providing technical assistance to
  priority trade and investment-related policy reforms in ODA-eligible countries in the Asia-Pacific region;
- the Civilian Deployment Platform (CDP) deploying Government of Canada (GoC) civilian experts to help fill capacity gaps in post-conflict situations or rapids-onset crises in fragile and conflict-affected states;
- the Expert Deployment Mechanism for Trade and Development (EDM) helping developing countries negotiate trade and investment agreements with Canada to contribute to inclusive, sustainable development;
- the Expert Deployment Mechanism for Climate Action in Africa (EDM-CAA) soon to be launched will
  provide targeted, short-term technical assistance to governmental and non-governmental organizations in
  Sub-Saharan Africa countries to build their capacity to meet their respective country commitments under
  the 2015 Paris International Climate Change Agreement and related commitments under the United
  Nations Framework Convention on Climate Change (UNFCCC).

In addition, DFATD is also funding numerous bilateral and partnership initiatives that provide Canadian technical assistance to target national and sub-national government entities, and civil society organizations in partner developing countries in various sectors such as health, education, local economic development, natural resource management and agriculture. Such technical assistance is delivered by a vast array of Canadian civil society organizations working in the international development sector such as Canadian volunteer sending organizations, associations, cooperatives, universities and colleges, and private consulting firms.

RFP Reference # 105343 Page 51 of 126

Nonetheless, there remains a significant gap in Canada's ability to respond to many partner country governments' requests for short term strategic Canadian technical expertise, either because existing technical assistance mechanisms are not available in a particular country, or because the requests do not meet the mechanisms' eligibility criteria (thematic, geographic and beneficiary group scope). Under these circumstances, Canadian diplomatic missions are declining many requests and losing opportunities to project Canadian leadership and strengthen relationships with partner countries.

To address this gap, in August 2019, the Government of Canada announced the establishment of the Technical Assistance Partnership (TAP) to provide visibility and branding, and draw on Canada's greatest resources, its people. TAP is designed to provide strategic and responsive technical assistance and increase Canada's visibility and project Canadian leadership globally. Under TAP, a specific Expert Deployment Mechanism (TAP-EDM) is being created to provide ODA-eligible country governments with access to a broad network of non-Government of Canada experts from all spheres of Canadian society – public sector, academia, private sector, and civil society. The Project is to assist ODA-eligible country governments in addressing public policy and institutional capacity gaps that are aligned with the six action areas of the FIAP area policies.

DFATD is seeking a Canadian supplier with proven organizational experience and capacity to undertake the role of Contractor to mobilize Canadian professional resources, and administer systems required to manage the Project's \$12 million Responsive Technical Assistance Fund, and to plan, coordinate, execute and monitor approximately thirty to thirty-five (30-35) technical assistance initiatives per year.

The Project will directly benefit national government entities in ODA-eligible countries, including countries in fragile and conflict-affected situations (FCAS), and will complement other existing DFATD-funded expert deployment mechanisms. TAP-EDM will directly contribute to TAP's expected overall outcomes, as defined in its Logic Model (Appendix A) and its Performance Measurement Framework (Appendix B).

The Project will also inform and engage Canadians, from various walks of life, regions and diverse identities, in both official languages, about the project activities, and share outcomes, success stories, and lessons learned as a means of increasing awareness amongst, and participation of, Canadians in international assistance efforts. A recent study commissioned by DFATD outlines that while public opinion of Canada's involvement in international assistance is generally positive, there is also limited awareness or specific knowledge amongst Canadians of specific international assistance initiatives and their resulting outcomes.

## 1.3 Outcomes

#### 1.3.1. Ultimate Outcome

 Improved conditions or well-being of the poorest, most marginalized and vulnerable people by contributing to the SDGs and to Canada's international assistance efforts in ODA-eligible countries while projecting Canada's leadership.

Deploying Canadian technical expertise, capacity building, and leadership will build or strengthen national government level entities in ODA-eligible partner countries. Canadian expertise will support partner countries to be more effective, inclusive, accountable, sustainable, resilient and gender-responsive in developing national policies and programs that contribute to achieve the SDGs. Implementation is expected to have a positive effect on the socio-economic and environmental well-being of citizens in partner countries, in particular the poorest and the most marginalized. By highlighting Canadian expertise, the project will contribute to advancing Canada's FIAP and all its action areas, with an emphasis on gender equality and the empowerment of women and girls. It will also provide more flexible, innovative approaches for the provision of Canadian international technical assistance. Increasing the provision of Canadian expertise to support inclusive, accountable and sustainable governance, such as through gender -based analysis plus (GBA+) trainings, environmental management, and other Canadian tools, will further expand Canadian leadership globally in support of human rights, women's empowerment, gender equality, social inclusion, diversity and sustainability around the world. In this regard, the project will also contribute to enhance awareness and understanding of Canada's international contributions and engagement among Canadians.

## 1.3.2. Intermediate Outcomes

• 1.3.2.1. Enhanced effective, inclusive, accountable, sustainable, resilient and gender responsive national government entities in ODA-eligible countries.

RFP Reference # 105343 Page 52 of 126

Deploying strategic, high profile and diverse Canadian technical expertise, capacity building, and leadership will strengthen national government entities by enabling them to plan, develop, and implement new or reformed laws, policies, programs, and initiatives in a more effective, inclusive, accountable, sustainable, resilient and gender responsive manner to meet the SDGs. In the context of TAP-EDM:

- Effective means the extent to which the reformed laws, policies, programs and/or initiatives undertaken by the
  recipient national government entities have contributed to or achieved their objectives and expected results,
  including any differential results across groups.
- Inclusive means the extent to which the reformed laws, policies, programs and/or initiatives undertaken by the recipient national government entities (1) effectively serve and engage all people; (2) takes into account gender and other facets of personal identity; and (3) when institutions, policies, processes and services are accessible, accountable and responsive to all members of society.
- Government entities are accountable when they accept responsibility to account for their laws, policies or actions
  by reporting, explaining, or justifying past performance and impact to public scrutiny. They are responsible and
  accountable to institutions essential to a democracy, such as the other branches of the State (parliament and
  judicial institutions) and the media and civil society.
- Sustainable refers to national government entities' laws, policies or programs that support the ability to protect the environment, contribute to the social and economic well-being of people and preserve their health in a manner that benefits present and future generations. A sustainably managed environment is a prerequisite for socio-economic development and poverty reduction, and is a key pillar of sustainable development. Environmental sustainability is either a crosscutting theme or an objective for all TA initiatives funded under TAP-EDM, to avoid or mitigate possible negative environmental impacts and/or enhance potential positive environmental outcomes of recipient national government entities' laws, polities and/or programs.
- Resilient refers to enhancing the capacity of national government entities with information and with inclusive, accountable, sustainable and/or gender-responsive policies, programs and systems they need to absorb, adapt and transform to environmental, financial, social shocks and risks that are affecting the most marginalized and the poorest segments of their population.
- Gender-responsive is an approach for recipient national government entities to plan, develop and implement laws, programs, policies, budgets that aim to respond to gender inequalities by reducing gaps in decision-making power, access to and control over resources and capacity to exercise human rights. A gender-responsive approach requires the proactive identification of gender equality gaps, discriminations and biases and then the coordinated development and implementation of actions to address and overcome them. Gender-responsive laws, public policies, programs or initiatives should reach a depth and scale of change beyond satisfying basic needs and should address strategic interests. It should also challenge inequitable gender norms, structures and systems by implementing measures to actively address the root causes of gender inequalities and establish the foundations to ensure sustainable change over the long-term. A gender-responsive approach opens space for discussing, challenging, and engaging with the inequitable structures, systems, and divisions in society according to gender, age and other diversity related norms.
- 1.3.2.2. Enhanced participation of Canadians in Canada's international assistance efforts.

Complementary to DFATD's policy on Civil Society Partnerships for International Assistance, the project also aims to increase Canadian citizens' engagement and participation in international assistance efforts. The member nations of the Organisation for Economic Co-operation and Development - Development Assistance Committee (OECD-DAC), including Canada, <a href="maintain">maintain</a> that "public engagement builds support and makes development policies more effective". DFATD frames public engagement/education for global citizenship (PE/EGC) as a continuum, moving from awareness of global issues, to greater knowledge, and ultimately leading to action for positive change.

The Project will engage Canadian experts directly in international assistance by engaging them to deliver technical expertise. Participation in the Project as a deployed expert brings participants through the PE/EGC phased continuum of activities that generate behaviour change. With first-hand experience in and understanding of international assistance, participating Canadian experts become de facto ambassadors of Canada's international assistance efforts.

Consequentially these experts can engage fellow Canadians across their personal and professional networks. This means that they will raise awareness, share knowledge, and inspire others to act. This act of engagement will contribute to

RFP Reference # 105343 Page 53 of 126

increasing the provision of Canadian expertise to support inclusive and accountable governance in ODA-eligible countries. Furthermore, it will increase Canadian citizens' engagement and participation in international assistance efforts, as partners and global citizens in <u>different ways</u>, such as volunteering, donating to international assistance charities, studying international affairs, pursuing a career in international assistance, or pursuing other international consultancy opportunities.

#### 1.3.3. Immediate Outcomes

- Improved capacity of national government entities in ODA-eligible countries to develop national policies and programs that advance gender equality, environmental sustainability, and human rights.
- Increased awareness and engagement of Canadians as partners and global citizens, in support of Canada's international assistance efforts.

#### 1.3.3.1. Technical Assistance Initiatives

The project beneficiary recipients will be national government entities in ODA-eligible countries. National government entities may include any ministry, agency, authority, commission and/or governing body under the authority of the national government and/or the national legislature, such as an auditor general's office, national electoral commission, statistical agency or national human rights institution, etc. Technical assistance requests from sub-national government entities will not be considered for funding, whereas those stemming from state-owned enterprises and public utility companies will be assessed on a case-by-case basis. Targeted countries will be all ODA-eligible countries with which Canada has established diplomatic relations. Countries include least developed, low, lower-middle and upper-middle income countries, including countries in fragile and conflict-affected situations.

Improved institutional capacity is referred to both improved knowledge/awareness/skills of government entities' employees and/or improved internal policies, directives, systems, functions, structure, tools, processes, guidelines to inform and support the delivery of public policies and programs, aligned with the FIAP action areas that advance gender equality, environmental sustainability, and human rights.

In the context of the Project, a Canadian expert is defined as a Canadian citizen or permanent resident with relevant educational credentials, niche expertise, and professional experience in the public sector, private sector, academia, or civil society that are aligned with Canada's FIAP action areas. Recruited experts will be representative of Canada's diversity. While many experts are attached to organizations, the focus of the Project is to deploy individual experts.

Canada has broad and recognized expertise and capacity in many areas such as gender equality, human rights, sexual and gender-based violence, public financial management and accountability, public sector/civil service reform, education and vocational training, justice sector reform, environmental management, natural resource management, transparency/anti-corruption, statistics capacity, and police reform. Canadian expertise in these areas is amongst the most requested by partner governments in ODA-eligible countries, including those in fragile and conflict-affected situations. Improving State-Indigenous people relations and Indigenous socio-economic empowerment are also areas in which Canada's capacity, experience, and expertise are increasingly recognized and sought after by partner countries.

For instance, in 2019-2020, DFATD funded the execution of short-term technical assistance pilot initiatives to assist national level government entities in several ODA-eligible countries, in a broad range of domains aligned with Canada's international assistance priorities under the FIAP, including:

- Development of tools, guidelines and manual to foster women's participation in the electoral process;
- Capacity building on environmental impact assessment (EIA) process and legislation;
- Training government officials on GBA+ tool for developing policies, projects and budgets with skills, tools and awareness of global best practices;
- Knowledge and experience sharing to strengthen public ethic laws and anti-corruption initiatives in a federal context, and responding to OECD Working Group recommendations on Bribery;
- Supporting the development of a framework for Indigenous consultations and of a robust environmental assessment and monitoring plan in the oil and gas sector;
- Advising government officials on public procurement strategies, agreements, life cycle assessments, environmental and socio-economic impact assessments, and integration of Indigenous and gender provisions in public contracting;
- > Technical assistance for the implementation of the National Social Economy Strategy at regional levels.

RFP Reference # 105343 Page 54 of 126

These initiatives were executed in countries with diverse development contexts, such as in Dominica Republic, Ethiopia, Mexico, Sudan, Bhutan, Timor Leste, Guyana, Suriname, Argentina, and Morocco.

The specific number of TA initiatives on an annual basis will be a function of the number of proposals received and validated by DFATD and tasked for the Contractor to deliver. However, it is expected that the Project will support the execution of approximately 30-35 TA initiatives per year for an aggregated approximate total of 120-150 TA initiatives over the course of the TAP-EDM project. Each TA initiative will be for a short-term period, expected to be between three (3) and fifty-two (52) weeks. It may involve one or several deployments of Canadian experts to recipient countries and/or hosting a recipient national government entity delegation's technical visit to Canada. Canadian experts may use a broad range of capacity-building techniques in delivering their mandate as indicated in the toolkit for technical assistance cited above including remotely and virtually when and where needed and feasible.

#### 1.3.3.2. Communication: Education for Global Citizenship

The IE for TAP-EDM is required to develop and implement a Communication and Public Engagement Plan to actively inform and engage Canadians, from all walks of life, regions and diverse identities, in both official languages, about the project activities, and share outcomes and lessons learned, contributing to raise their awareness of Canada's international assistance efforts. Canadians will have a better understanding of how major challenges facing the world today are connected to Canada and how international development, through Canada's FIAP and contributions to the SDGs, contributes to a more peaceful, prosperous and inclusive world.

a) Public Engagement by Canadian experts and Contractor' supporting role
Canadian experts deployed abroad during the project will promote Canadian values and tell Canada's feminist
international assistance story. This fosters global citizenship among participant Canadian experts and their networks, and
can inspire other Canadians to engage in transformative action to reduce poverty, support the SDGs, and overcome
gender inequality.

The Contractor will integrate public engagement into the TA initiatives. This will involve pre-departure briefings and training to strengthen expert capacity, as necessary, in addition to the deployment itself. Additionally, this will also include assisting contracted experts in creating awareness of, sharing knowledge on, and inspiring action on global issues within their personal and professional networks. This will include activities such as: experts sharing first person social media and web content stemming from their experience pre-departure, during, and upon return; experts seeking out, or creating if necessary, speaking opportunities at strategic peer-learning, and professional associations conferences, seminars and other public events in Canada.

## b) Communications to Canadians by the Contractor

In complement and in support of Canadian experts' public engagement activities described above, the Contractor will undertake communication activities to inform Canadians about the project objectives, activities and outcomes. Communications in Canada will include, but are not be limited to: editing and disseminating case studies and success stories; participating in and speaking at knowledge and experience sharing public events; and amplifying the project work and outcomes through enhancing online presence and innovative digital technology, including a dedicated TAP-EDM website in both official languages (English and French), and social media engagement activities.

## 1.4 Cross-Cutting Themes

## 1.4.1. Gender Equality

Canada firmly believes that promoting gender equality and empowering women and girls is the most effective approach to contributing to global poverty eradication efforts and to building a more peaceful, inclusive and prosperous world. The SDG 5 – achieving gender equality and empowering all women and girls – is at the heart of Canada's feminist approach to implementing the 2030 Agenda because it will drive progress toward achieving the other SDGs.

Gender equality and the empowerment of women and girls are fundamental to the realization of human rights and are critical to the eradication of poverty and the achievement of sustainable development and peace. Women and girls can be powerful agents of change. Greater focus is needed on creating an enabling environment for them to participate as equal decision makers in their homes and societies, to have control over their own lives and bodies, and to equally contribute to and benefit from development and prosperity.

RFP Reference # 105343 Page 55 of 126

Building the capacity of partner country national government entities to identify and address gender-related issues and impacts of new or reformed public policies, laws and programs is integral to the Project underlying objective to increase women's benefit, participation to and control in the elaboration and implementation of these public policies, laws and programs.

All six of Canada's FIAP action areas outline several paths of actions to enhance national government entities in ODAeligible countries to advance gender equality, notably by:

#### Gender Equality and Empowerment of Women and Girls

i) Strengthening their capacity and systems to advance gender equality through policies, laws, budgets, programs and services, including working towards the elimination of sexual and gender-based violence (SGBV), particularly against women and girls, as well as to generate, use and disseminate sex-disaggregated data and gender-sensitive data and evidence.

## Human Dignity (Health and Nutrition, Education, Gender-Responsive Humanitarian Action)

ii) Strengthening the capacity of national systems in the delivery of a comprehensive, multi-sectoral approach to sexual and reproductive health rights (SRHR) that address legal and judicial barriers and close gaps in access to services at all levels within the health system, including in fragile, humanitarian and crisis contexts.

## Growth that Works for Everyone

- iii) Fostering legal, regulatory and policy environments to bring down barriers to women's economic empowerment, including: promoting decent work agenda and better work conditions through labour-protection research and legal, policy and regulatory reforms;
- iv) Supporting the adoption of measures to prevent sexual exploitation and abuses (PSEA), combat sexual and gender-based violence and sexual harassment in the workplace;
- v) Providing technical assistance to governments and regulatory institutions to undertake environmental and human-rights analyses, multi-stakeholder consultations and gender-impact assessments as an integral part of economic-development and quality infrastructure planning;
- vi) Supporting new public and private quality infrastructure investments, including thorough analysis and integration of women's specific needs in host government infrastructure initiatives, and evaluations of interventions on poverty alleviation and women's economic empowerment.
- vii) Supporting inclusive policy research and programming reforms to build the economic resilience of the poorest and most vulnerable, particularly rural women.

#### Environment and Climate Action

- viii) Assisting government institutions to engage women and girls in designing, developing and implementing strategic responses to climate change and other key environmental and resource issues.
- ix) Acknowledging, and shedding light on the current women-led efforts to adapt to, and mitigate, the effects of climate change in their local communities.

## *Inclusive Governance* See 1.4.2.

## Peace and Security

x) Building capacity of host governments to reform their security system in a manner that fosters the inclusion and participation of women and marginalized groups; as well as to prevent and investigate sexual and gender-based violence. The security system involves core law and security entities, as well as their oversight mechanisms. These may include military and police forces, police commissions, the criminal justice sector, corrections, border-management and intelligence agencies, executive bodies, parliament and financial-management bodies.

#### 1.4.2. Human Rights and Governance

Improving governance is embedded in the Project's objective to enhance effective, inclusive, accountable, sustainable, resilient and gender responsive national level entities in ODA-eligible countries.

RFP Reference # 105343 Page 56 of 126

FIAP action areas.

Canada's international assistance focuses on helping the poorest and most vulnerable people, and supporting fragile states, in an effort to leave no one behind. This approach is grounded in a feminist analysis that is human rights-based and inclusive, in order to best respond to the challenges facing partner developing countries. Human rights principles of equality and non-discrimination, participation and inclusion, and transparency and accountability are integral to Canada's international assistance. This is beyond a do no harm approach to delivering international assistance. Human rights must be protected and promoted, and the Project will support TA initiatives that advance these principles in all

Canada considers inclusive governance to be fundamental to long-term sustainable development. Governance is inclusive when it effectively serves and engages all people; takes into account gender and other facets of personal identity; and when institutions, policies, processes, and services are accessible, accountable and responsive to all members of society. Fostering inclusive governance is essential to advancing democratic values, including peaceful pluralism and respect for diversity, human rights and equality before the law.

Based on Canada's comparative advantage and niche expertise, the Project will notably provide Canadian technical expertise to strengthen national government entities' inclusive and gender-sensitive governance systems, capacities and practices including but not limited to the following areas of focus:

- i) Promoting and protecting human rights, in particular amongst the poorest and most marginalized;
- ii) Increasing equitable access to a functioning justice system, in particular for the poorest and most marginalized;
- iii) Enhancing participation in public life, in particular of women and girls; and
- iv) Ensuring that public services work for everyone, in particular for the poorest and most marginalized, including women and girls.

Conversely, it is possible that technical assistance activities under the Project could impact legal and regulatory frameworks, including labour and human rights, among other areas. In this case, the Contractor must evaluate whether to organize TA initiative's terms of reference in order to conduct context-specific governance, poverty reduction and/or human rights analysis related to the development and implementation of new government policies, programs or initiatives. This analysis will increase the understanding of the potential impact of these public policy reforms on broader social and economic contexts, including on human rights, and enable to advising the development of mitigation safeguards and/or transitional measures, if required.

#### 1.4.3. Environment and Climate Action

Canada is committed to supporting environment and climate action in its international assistance, as both a programming area and a crosscutting theme.

Canada recognizes that the state of the environment around the world is deteriorating at an alarming pace, and communities are experiencing the destabilizing effects of climate change in dramatic and costly ways. Long-term development gains are diminished when the environment is threatened, because people living in poverty are disproportionately affected by climate change and environmental degradation, and their livelihoods and well-being depend on accessing a healthy and sustainably managed environment.

The Project will support a broad range of TA activities that could potentially affect the environment. The six FIAP action area policies outline several paths of actions to support national government entities in ODA-eligible countries to advance environment and climate action.

For instance, significant positive environmental impacts are anticipated from TA activities aligned with numerous FIAP's policy areas, notably the Environment and Climate Action policy that aims to support developing countries' efforts to transition to low-carbon, environmentally sustainable and climate-resilient economies and societies. Activities could include assisting national government entities to plan or develop policy, regulatory reforms and programming initiatives to:

Environment and Climate Action

- Strengthen effective environmental integration;
- Reduce global greenhouse gas emissions;
- Increase the use and access to renewable energy;
- Improve climate resilience;
- Implement climate change adaptation measures; and

RFP Reference # 105343 Page 57 of 126

Protect and sustainably manage natural resources and ecosystems, including through integrated land-use
planning and territorial approaches such as coastal zone and watershed management, as well as disaster risk
reduction, preparedness and prevention.

#### Growth that Works for Everyone

Incentivize market-led adoption of low-carbon, green and efficient technologies and energy supplies, sustainable
and climate-smart agriculture, and sustainable natural resources management practices.

#### Human Dignity (Education, Health and Nutrition)

Promote environmental awareness, including promoting technical and vocational skills in green technologies; and
equipping people, especially women and youth, to become environmental stewards and agents of change for
more sustainable health and nutrition habits, including related to water, sanitation and hygiene (WASH); and

#### Inclusive Governance

• Improve the governance (transparency, public participation, accountability, and public financial management) of public environmental policies and programs.

Conversely, TA activities related to assisting national government entities to plan, develop and implement large-scale infrastructure and economic policies, programs or initiatives could harm the environment. For instance, initiatives in renewable energy, natural resources extraction, agriculture and forestry could exacerbate the degradation or use of water, land and other natural resources; release waste and pollutants in the atmosphere, soil and water; and cause the loss of biodiversity and habitats.

Therefore, the Contractor is required to undertake a Strategic Environmental Assessment (SEA) to ensure that environment and climate change opportunities and risks will be fully considered and appropriately assessed throughout the mechanism's life cycle, and to integrate the SEA findings into the design and management of their project implementation plan (PIP) for the TAP-EDM mechanism.

#### 1.5 Beneficiaries

#### Direct Beneficiaries

The Project will work directly with national level government entities in ODA-eligible countries as this will allow for a macro level impact in enhancing the effectiveness, inclusiveness, accountability, as well as the sustainable and gender responsiveness of these entities. The list of ODA-eligible countries is determined by the OECD Development Assistance Committee (DAC): <a href="http://www.oecd.org/dac/financing-sustainable-development/development-finance-standards/daclist.htm">http://www.oecd.org/dac/financing-sustainable-development/development-finance-standards/daclist.htm</a>. These consist of all <a href="https://www.oecd.org/dac/financing-sustainable-development/development-finance-standards/daclist.htm">https://www.oecd.org/dac/financing-sustainable-development/development-finance-standards/daclist.htm</a>. These consist of all <a href="https://www.oecd.org/dac/financing-sustainable-development-finance-standards/daclist.htm">https://www.oecd.org/dac/financing-sustainable-development-finance-standards/daclist.htm</a>. These consist of all <a href="https://www.oecd.org/dac/financing-sustainable-development-finance-standards/daclist.htm">https://www.oecd.org/dac/financing-sustainable-development-finance-standards/daclist.htm</a>. Attached the financing-sustainable of the financing-sustainable of the fin

The project will seek to recruit Canadian experts, with relevant education and professional credentials and experience from the public, private, civil society sectors and academia. They will be representative of Canada's diverse linguistic, regional, gender and other identities. By implementing the TA activities, these participating/contracted Canadian experts are also direct beneficiaries of increased engagement through their experience and the change in their capacities and perspectives.

## Indirect beneficiaries

Ultimately, the Project will contribute to the implementation of more effective, accountable, inclusive, sustainable, resilient and gender-sensitive laws, policies and programs in recipient ODA-eligible countries that will improve the living conditions or well-being of the poorest, most marginalized and vulnerable people.

TAP-EDM communication and public engagement activities will contribute to inform and inspire Canadians, from all walks of life, regions and diverse identities, to engage in Canada's international assistance efforts.

#### 1.6 Governance Structure

The governance of the TAP-EDM will be finalized during the inception phase. At this stage, it is planned that the TAP Coordination Hub within Global Affairs Canada's Partnerships for Development Innovation Branch will manage the project in close collaboration with participating Canadian missions abroad accredited in ODA-eligible countries.

RFP Reference # 105343 Page 58 of 126

The TAP Coordination Hub has been established to coordinate the management of the overall TAP program. In relation to the TAP-EDM, the Hub will have the following functions: act as a one-stop-liaison office for all program-related queries; assess and screen TA requests from missions; provide secretariat support to the TAP DG Committee; and create awareness about the initiative through communication and outreach within the department and the network of Canadian missions abroad accredited in ODA-eligible countries.

A Project Steering Committee (PSC) composed of representatives from DFATD and the Contractor will be established to oversee the effective implementation of the Project through the approval of the Contractor's Project Implementation Plan (PIP), annual work plans (AWP) and semi and annual progress reports. Within the PSC, the Contractor will report on the progress of TAP-EDM activities including results achieved and challenges encountered. The PSC will meet at least once a year. The Contractor may propose to create/establish additional technical working groups during the inception phase.

## 1.7 TAP-EDM Technical Assistance Request Lifecycle

In an annual strategic intake exercise, Canadian missions abroad accredited in ODA-eligible countries will submit to the TAP Coordination Hub TA proposals for TAP-EDM that are based on expressed needs or requests for Canadian expertise by recipient national government entities.

The TAP Coordination Hub will coordinate the screening and assessment of the TA proposals for eligibility and alignment with the FIAP action areas. The screened requests will then be recommended to the TAP DG Committee for approval. Within Global Affairs Canada, the TAP DG Committee has been established to serve as the principle governance committee and intra-departmental consultative body for the TAP group of activities, including the Project. All TA proposals will be reviewed by the TAP DG Committee for strategic policy alignment and potential synergy with Canada's foreign policy and international trade interests and priorities. The DG Committee will meet once per year to set strategic priorities at the beginning of DFATD fiscal year and review the list of validated TA proposals. Additional meetings may be organized to review off-cycle TA proposals as necessary.

Once the TA proposals are assessed and vetted by DFATD, the TAP Coordination Hub will instruct the Contractor, with a Task Authorization form, to begin developing and refining specific terms of reference for each TA initiative and undertake the recruitment, contracting, pre-departure training and deployment of Canadian experts to execute these mandates in addition to a communication and public engagement plan.

The Contractor will work in close communication with participating Canadian missions abroad, and liaise with the recipient government national entity, to plan and execute the TA initiative, including consulting them on the selection of Canadian experts. It is expected that a TA initiative will be short-term and executed between three (3) and fifty-two (52) weeks.

#### 1.8 Risks and Constraints

#### 1.8.1. Risks

The Contractor will undertake a detailed risk analysis during the Inception phase of the project. Given the geographic scope, type and diversity of technical assistance activities and country contexts of implementation of the project, the following general risks have been identified:

Strategic Risks: There is a risk that national government entities may not be able to identify the most strategic FIAP aligned needs, or that the Canadian mission incorrectly analyzes these needs.

Political Risks – Developing Country Context: There is a risk that the political situation may change in a recipient country (such as a coup d'état, elections, change of government, civil unrest) which may affect the planning and/or the execution of the activities, and ultimately the achievement and sustainability of development results.

Political Risk – Global Affairs Canada and Recipient Government Priorities: There is a risk that Canada's international assistance policy and recipient government priorities may change over the course of the project execution, and potentially affecting the planning and the execution of the deployment of Canadian experts and related technical assistance activities.

Human Resource Risk – Availability: There is a risk that the specialization and/or profile of the expertise needed to achieve particular outcomes may not be available.

RFP Reference # 105343 Page 59 of 126



Travel Advisory Risk – There is a risk that the Government of Canada issues or maintains a travel advisory notice for nonessential travel to certain countries, including countries in fragile and conflict-affected situations, which are facing political instability, personal safety challenges or coping with a global pandemic. This could halt/suspend, postpone or even cancel any deployment of Canadian experts to these countries, or any technical visit to Canada. This could also affect the recruitment of potential expert candidates to undertake the TA initiative.

Developmental Risk – There is a risk that that TA initiative could contribute to unintentional harm on people, in particular the poorest and the most marginalised, and/or the environment that would ultimately affect the achievement and sustainability of development results.

The Contractor is responsible to ensure that risks are more fully articulated and that risk mitigation strategies are identified in the Project Risk Registry to be included in the PIP and annual workplans.

#### 1.8.2. Constraints

TAP-EDM is a responsive mechanism for the deployment of Canadian technical expertise that will be executed in a variety of FIAP policy action areas, socio-economic and governance contexts, cultures, and languages. This could affect the cost, time and performance of the work, in particular the planning, design and execution of TA initiatives. The Contractor is expected to demonstrate its high capacity to navigate through complex and ambiguous situations in executing the project and achieving expected outputs and outcomes.

Additionally, the following constraints, inherent to the Project design, have been drawn from recent and current expert deployment mechanisms experiences and lessons learned:

Responsiveness of TAP-EDM: Technical assistance needs must clearly be expressed or requested by national government entities of ODA-eligible countries and channeled through Canadian missions abroad accredited in these countries.

Complementary of TAP-EDM: the Project is complementary to existing Canadian and non-Canadian untied expert deployment mechanisms funded by Global Affairs Canada through multilateral, partnership and bilateral channels.

Timeliness and Lifecycle of Technical Assistance initiative: from its notification to the Contractor, the design and execution cycle for the TA initiative is expected to be completed within a 12-18 month-period.

A minimal and maximal financial threshold to be established per TA initiative will ensure a cost-effective and timely execution of the TA initiatives.

TA proposal workflow: TA requests will flow through multiple stakeholders before they are notified to the Contractor for their final design and execution: beneficiary national government entities, Canadian missions abroad, TAP Coordination Hub at DFATD, DG Committee.

TA initiative coordination: TA initiative final design and execution will involve multiple stakeholders: Contractor, contracted experts, TAP Coordination Hub, DG Committee, participating Canadian missions, recipient national government entities in ODA-eligible countries, diplomatic missions of host countries.

Liaison and communication with Canadian missions and recipient national government entities: The Contractor is expected to first establish liaison with the participating Canadian mission abroad, and then, with the recipient national government entities in the ODA-eligible countries to ensure effective and timely planning and execution of the TA initiatives.

Capacity of Canadian mission: Mission's presence in country, capacity and experience could affect the quality of TA/expert deployment concept notes. Missions have different capacity to provide support to the design and execution of a TA mandate/expert deployment. Some missions include a bilateral development cooperation program with a dedicated team and staff, sometime supported by a Field Support Service (FSS) project. Other missions operate in recipient countries without a bilateral development program and/or without any diplomatic representation, including many small Islands developing states (SIDS). For more detailed information, see the information by countries and territories from DFATD and the countries in which DFATD provides assistance. https://www.international.gc.ca/world-monde/countrypays/index.aspx?lang=eng . https://www.international.gc.ca/world-monde/issues development-

RFP Reference # 105343 Page 60 of 126

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Variety of diplomatic relations with Canada: While Canada's diplomatic relations and accreditations are already established with all ODA-eligible countries, formal bilateral international assistance relations are only established in a certain number of countries (through an MOU). This may influence the degree and breadth of experience between recipient national government entities and Canadian missions to define/formulate TA needs and concept notes.

## 1.9 Support Provided by the Government of Canada

The following roles and responsibilities will be taken on by the Government of Canada in the performance of the project.

#### 1.9.1 Department of Foreign Affairs, Trade and Development

The Department of Foreign Affairs, Trade and Development (DFATD) (Headquarter and missions abroad) will:

- Promote the TAP-EDM within the department of Global Affairs Canada and the network of Canadian missions abroad accredited in ODA-eligible countries;
- Facilitate the promotion of TAD-EDM amongst ODA-eligible country governments and targeted national entities;
- Send to the Contractor Task Authorization forms with DG Committee approved-TA initiatives to be executed and delivered:
- Facilitate liaison with recipient national government entities in ODA-eligible countries;
- Assist the Contractor in logistical organization of TA initiatives where feasible and appropriate;
- Liaise with the Contractor to monitor the project's progress towards planned outcomes and exchange information to ensure the project is aligned with partner country needs and Global Affairs Canada priorities;
- Review and provide final approval of the Project Implementation Plan (PIP) and subsequent annual work plans, budgets, and narrative reports according to the project Reporting Cycle (section 3.2.); and
- Chair the Project Steering Committee (PSC) and ensure participation of other Global Affairs Canada representatives as required.

## 1.10 Support by Recipient Countries

The roles and support by recipient national government entities in ODA-eligible countries to facilitate the planning and execution of TA initiatives are to be clarified during the Project inception phase, and when necessary for each deployment. This could include, but not be limited to:

- Submit formal written requests for Canadian technical assistance and expertise channelled through the Canadian missions abroad accredited in the country;
- Liaise with Canadian missions and the IE in refining the detailed terms of reference for each mandate/expert assignment, including profile of sought expert(s), timeline or expected delivery dates, expected deliverables and performance indicators;
- Signal non-objection when consulted by the Contractor for identified/proposed expert candidates;
- Facilitate appropriate entry visas of Canadian experts; and
- Contribute, in cash or in kind, to reimbursable expenditures that could provide support to the execution such as local transportation, conference room, translation, travel costs linked to technical visits to Canada, etc.

## 2.0 Scope of Work

#### 2.1 General Task

The Contractor must manage and implement the Project to achieve the expected results as described in the Project Description (1.0). The Contractor will be the overall implementer of TAP-EDM and will administer, manage and coordinate the various financial, technical and material resources required to deliver:

- high quality Canadian technical assistance and expert deployments to recipient national government entities in ODA-eligible countries, in close liaison and collaboration with Global Affairs Canada' TAP Coordination Hub, participating Canadian missions abroad and recipient entities; and
- ii) effective communication and public engagement with Canadians, from various walks of life, regions and diverse identities in both official languages, about the Project activities and results, including outcomes and lessons learned.

RFP Reference # 105343 Page 61 of 126

More specifically, the Contractor will undertake and fulfill specific tasks and requirements in three broad categories outlined below.

## 2.2 Specific Tasks & Requirements

## Requirement 2.2.1: Overall Management and Administration of the Project

- Manage the Project from Canada to operate the day-to-day project administration, communication, monitoring and logistic preparation;
- Manage the Project for results in accordance with DFATD Results-Based Management Policy;
- Ensure that Project outcomes, outputs, activities, and components are monitored and achieved in alignment with TAP Logic Model and PMF, attached as Appendixes A-B;
- Manage financial resources, including the development and maintenance of a functional and effective system for the management and control of project expenses and disbursements. The Contractor must maintain records of all project related expenditures:
- Manage human resources to coordinate and carry out approved TA initiatives, including inclusion of cross-cutting theme considerations:
- Report on all technical assistance activities, and results, including outcomes; and
- ➤ Ensure the Secretariat function for the Project Steering Committee (PSC), inform of project progress made on the TAP-EDM activities, report on results achieved, organize PSC/ meeting, record minutes, and follow up on decisions and recommendations.

## Requirement 2.2.2: Management of the Technical Assistance Activities

- Develop Standardized Operating Procedures and standard documents for review and approval by DFATD which may include but is not limited to Terms of Reference templates, procurement plan templates, Task Authorization form, TA expense report forms, guidelines for work planning;
- Manage a \$12 million Responsive Technical Assistance Fund over four (4) years for the sole and exclusive execution of approved TA initiative activities, including public engagement activities performed by Canadian experts in Canada:
- Ensure the effective execution of TA initiatives including the following:
  - Maintain an appropriate system to identify qualified and diverse Canadian technical assistance experts in all six policy areas of the FIAP;
  - 2. Establish an open, transparent and cost-effective methodology/system to timely and competitively recruit and contract Canadian experts in accordance with Section 2.6 Procurement of Goods and Hiring of ad hoc Professional Resources;
  - 3. Manage sub-contracts with Canadian experts, including development of contract terms and conditions, and full responsibility for the duty of care;
  - 4. Develop terms of reference and work plans for the execution of the TA initiatives, based on Task Authorization form requirements, in liaison with the recipient national government entities and participating Canadian missions abroad, including integration of cross-cutting considerations, project risk plans, performance indicators and post-deployment reporting requirements in accordance with Section 3.2. – Reports –:
  - 5. Determine requirements and coordinate the delivery of country briefings and pre-departure training material/sessions for Canadian experts as necessary;
  - 6. Coordinate deployment logistics in Canada and overseas, including travel arrangements, visa applications, local transport and accommodation, local venues for TA activities, interpreters/translation, technical visits/study tours to Canada, insurance as well as security safeguards where needed, etc.:
  - 7. Monitor the implementation of technical assistance initiatives, identifying and resolving problems, and identifying and managing all risks;
  - 8. Monitor the performance of deployed Canadian experts throughout the life of the Project, including satisfaction of recipient government national level entities from ODA-eligible countries; and
  - 9. Roll up and report on all project activities, and results, including outcomes, and lessons learned in accordance with the Reporting Cycle set out at section 3.2.

RFP Reference # 105343 Page 62 of 126

## Requirement 2.2.3: Implementation of a Communication and Public Engagement Component

- Communicate and engage Canadians about the project activities and results, delivering on the Project's Communication and Public Engagement Plan as approved in the Project Implementation Plan (PIP) activities that must include, but are not limited to:
  - developing and maintaining a dedicated TAP-EDM website in both official languages (English and French);
  - regular social media engagement;
  - the preparation and dissemination of case studies and success stories:
  - the development and dissemination of marketing tools, materials and activities to promote the TAP-EDM in Canada and, in collaboration with Canadian missions abroad and DFATD corporate communications, in targeted ODA-eligible countries; and,
  - expert participating and speaking at knowledge sharing and public engagement activities/events in Canada to
    engage Canadian citizens, from various walks of life, regions and identity groups, about the project activities,
    and more broadly on international development issues.

## 2.3 Management for Results

The Contractor will use DFATD Results-based management (RBM) policy, guidelines and practices to manage and monitor the TAP- EDM and its progress towards results. RBM is a project life-cycle approach to improve decision-making, transparency, and accountability and is integral to the DFATD management philosophy and practice. The RBM approach focuses on managing for development results (outcomes), implementing performance measurement systems, reporting, and learning and adapting as the Project progresses. DFATD has developed three main RBM working tools. These include the Logic Model (LM), the Performance Measurement Framework (PMF), and the Risk Register. The Contractor must report against the PMF on progress towards, and achievement of the outcomes and outputs through the semi-annual progress reports (see section 3.2 below). The project performance indicators at the outcome levels should strive to align with the SDGs and the FIAP indicators.

The Contractor will report to DFATD, in a timely manner, any problems that may affect the achievement of the Project outcomes and suggest solutions or any other measure that may lead more efficiently to the achievement of the project outcomes.

## 2.4 Integration of cross-cutting themes

#### 2.4.1. Gender Equality

Given both the Government of Canada's commitments and DFATD's performance standard on Gender Equality, the Contractor must be particularly attuned to supporting DFATD's development programming objectives in this regard. The Contractor will provide professional, technical expertise and advice, including strategic advice to national government entities in ODA-eligible countries to help ensure gender equality is duly integrated in all of TAP-EDM's programming, with a focus on alignment with the FIAP and the Policy on Gender Equality of DFATD. The TA activities conducted should indicate which of the FIAP action areas and the three FIAP gender equality objectives they address, the latter being:

- i) Enhance the protection and promotion of the human rights of women and girls;
- ii) Increase the participation of women and girls in equal decision-making especially when it comes to sustainable development and peace; and
- iii) Give women and girls more equitable access to and control over the resources they need to secure ongoing economic and social equality.

The Contractor is responsible for ensuring that GBA+ is integrated across technical assistance activities. The Contractor will ensure that gender equality expertise is embedded in the design and implementation of TA initiatives, and in the provision of technical assistance. In addition to specific technical assistance, the Contractor will integrate gender equality in its monitoring and reporting.

The Contractor will familiarize themselves with the following resources and must ensure that they develop and implement TA initiatives in accordance with these policies and guidelines:

• DFATD's Policy on Gender Equality: <a href="https://www.international.gc.ca/world-monde/funding-financement/policy-politique.aspx?lang=eng">https://www.international.gc.ca/world-monde/funding-financement/policy-politique.aspx?lang=eng</a> ga=2.14117559.1068958965.1587320046-672488675.1584725538).

RFP Reference # 105343 Page 63 of 126

- Canada's Feminist International Assistance Policy: <a href="http://international.gc.ca/world-monde/issues\_development-enjeux\_development/priorities-priorites/policy-politique.aspx?lang=eng">http://international.gc.ca/world-monde/issues\_development-enjeux\_development/priorities-priorities/policy-politique.aspx?lang=eng</a>
- Canada's Feminist International Assistance Gender Equality Toolkit for Project:
   https://www.international.gc.ca/world-monde/funding-financement/gender\_equality\_toolkit-trousse\_outils\_egalite\_genres.aspx?lang=eng&\_ga=2.77515157.1068958965.1587320046-672488675.1584725538
- Status of Women Canada's Gender-Based Analysis Plus (GBA+): <a href="http://www.swc-cfc.gc.ca/gba-acs/index-en.html">http://www.swc-cfc.gc.ca/gba-acs/index-en.html</a>
- DFATD's Framework for Assessing Gender Equality Results: <a href="http://international.gc.ca/world-monde/funding-financement/framework-cadre.aspx?lang=eng">http://international.gc.ca/world-monde/funding-financement/framework-cadre.aspx?lang=eng</a>

#### 2.4.2. Environment

In line with DFATD's FIAP Action Area Policy on Environment and Climate Action, including application of the Department's environmental integration process, the Contractor will explicitly and systematically integrate environmental considerations at all stages of the TA initiatives, where relevant. In particular, as elaborated in section 1.4.3 the Contractor must undertake a Strategic Environmental Assessment (SEA) to inform the development and implementation of a plan to integrate environmental considerations into the design, delivery and reporting of each TA initiative. The Contractor's must seek to avoid or mitigate possible negative environmental impacts and enhance potential positive outcomes – including the establishment of a process and the internal capacity to appropriately integrate relevant environment and climate considerations in the terms of reference for each TA initiative, and to assess its application accordingly. In its reporting, the Contractor will report on the application of the above provisions.

The FIAP Action Area on Environment and Climate Action, the Department's corresponding Strategic Environmental Assessment of the FIAP Action Area Policies (<a href="https://www.international.gc.ca/world-monde/issues\_development-enjeux\_developpement/priorities-priorites/fiap\_sea-ees.aspx?lang=eng">https://www.international.gc.ca/world-monde/issues\_development-enjeux\_developpement/priorities-priorites/fiap\_sea-ees.aspx?lang=eng</a>), DFATD's Environmental Integration Process for international assistance (<a href="https://www.international.gc.ca/world-monde/funding-financement/environmental\_integration\_process-processus\_integration\_environment.aspx?lang=eng</a>), and the Canadian Impact Assessment Act and federal Cabinet Directive on Strategic Environmental Assessment (<a href="https://iaac-aeic.gc.ca/default.asp?lang=En&n=B3186435-1">https://iaac-aeic.gc.ca/default.asp?lang=En&n=B3186435-1</a>) are elements of DFATD's environmental framework for international assistance that the Contractor must follow as applicable when implementing the TAP-EDM.

The Contractor must also integrate environmental sustainability considerations in monitoring and reporting. In addition, the Contractor may be required to provide specific environment-related analysis, monitoring and reporting in response to DFATD's requests.

#### 2.4.3. Governance

The Contractor will integrate DFATD's feminist and human-rights-based approach to governance, at all stages of the Project, including:

- 1. supporting local participation and ownership in all stages of project implementation;
- 2. analyzing the local context, the needs of partners, opportunities for action, and the capacity of DFATD partners to intervene effectively; and,
- 3. integrating human rights, democracy and governance analysis in the provision of technical assistance and in the design and implementation of TA initiatives.

The Contractor must understand and apply DFATD's definition of inclusive governance under the FIAP and the criteria of the Official Development Assistance Accountability Act, as applicable to the Project. (<a href="https://www.international.gc.ca/gac-amc/publications/odaaa-Irmado/index.aspx?lang=eng">https://www.international.gc.ca/gac-amc/publications/odaaa-Irmado/index.aspx?lang=eng</a>)

## 2.5 Provision of Professional Services

The Contractor:

- 1. Must propose an individual for each of the core positions in 2.5.1;
- 2. During implementation of the Project:
  - I. will hire/assign additional personnel to support the effective management and execution of the Responsive Technical Assistance Fund and the Project Communication Strategy;

RFP Reference # 105343 Page 64 of 126

- - will sub-contract Canadian experts to carry out TA initiatives as required; and,
  - will review and assess the performance of contracted expertise to ensure that professional standards are met. III.

#### 2.5.1. Core Positions

#### **Project Director**

The Project Director will be based in Canada and have overall management responsibility for the Project. She/he will represent the Contractor at the highest level. She/he will oversee the strategic direction for the Project. The specific responsibilities of the Project Director include the following:

- Provide overall management and strategic direction to ensure that project results in the Logic Model are being achieved on time and within budget;
- Establish and maintain good working relationships and partnerships with key senior-level stakeholders, inter alia: DFATD, national government entities, and participating Canadian organizations in the private and public sectors, civil society and academia:
- Provide overall direction to the project team, including the Project Manager, Communication and Public Engagement Manager, and Project Coordinator, and other ad hoc staff;
- Oversee the preparation of the Project Implementation Plan (PIP), Performance Measurement Framework, risk register, annual and semi-annual reports, annual workplans, TA mandate workplans;
- Anticipate high-level risks and issues, and address them in a timely and effective fashion to ensure the achievement of results:
- Represent the Contractor in senior-level project meetings (such as Project Steering Committee meetings) or delegate as appropriate:
- Ensure the effective and transparent procurement and financial practices, procedures and reporting, including specific to the Responsive Technical Assistance Fund;
- Liaise and report to the DFATD technical authority on a regular basis and as required for the successful 8. implementation of the project; and
- Provide senior level technical and project management advice on project matters to recipient national government entities, DFATD participating missions, and DFATD Headquarters.

#### **Project Manager**

There are two project manager positions. The Project Managers will be based in Canada and will have day-to-day management responsibility for the project. The specific responsibilities of the Project Manager include the following:

- Develop and administer processes and procedures for identifying, recruiting, deploying, monitoring Canadian experts; and for organizing technical visits to Canada;
- Develop, or oversee the refinement of TA mandate terms of reference and workplans, in collaboration/consultation with the Project Director, and using ad hoc relevant expertise as necessary;
- Source and contract appropriate Canadian expertise according to refined terms of reference for Technical Assistance (TA) mandates and DFATDs assignation for technical assistance;
- Maintain communication and oversight with contracted technical assistance expertise in a multitude of developing countries from a Canadian project office;
- Maintain oversight of TA initiatives and related contracts: 5.
- 6. Identify and develop solutions to challenges and unforeseen events in executing the TA initiatives as they arise;
- Liaise, negotiate and coordinate activities with, and including, participation of local stakeholders and partners such as 7. national government entities and participating Canadian missions abroad;
- Facilitate coordination and collaboration among project staff under his/her supervision;

RFP Reference # 105343 Page 65 of 126

- 9. Collaborate with the Communication and Public Engagement Manager to embed communication and public engagement objectives and activities into the TA initiative terms of reference;
- 10. Collect, analyze and synthesize technical assistance related results and ensure reporting and results-based management requirements, as outlined in section 3.2., are met and submitted to DFATD in the specified timelines;
- 11. Ensure gender equality, environment, governance/human rights objectives are met and integrated into each TA initiative terms of reference, and into project reporting in accordance with section 3.2;
- 12. Ensure that adequate pre-deployment training and/or briefing, including intercultural preparedness and security, is provided to contracted experts as required, in particular for TA initiatives executed in countries in fragile and conflict-affected situations; and
- 13. Ensure post-deployment debriefing with contracted Canadian experts.

## **Communication and Public Engagement Manager**

The specific responsibilities of the Communication and Public Engagement Manager, based in Canada, will include the following:

- 1. Develop and execute a Communication and Public Engagement Plan as approved in the PIP;
- 2. Collaborate, whenever possible, with the Project Manager to integrate public engagement objectives and deliverables into TA initiative and/or contracted Canadian experts' terms of reference;
- 3. Assist contracted Canadian experts with public engagement tools, tips and advices;
- 4. Identify relevant success stories and case studies for dissemination among executed TA initiatives;
- 5. Collect, analyze and synthesize technical assistance related results and ensure reporting and results-based management requirements, as outlined in section 3.2., are met and submitted to DFATD in the specified timelines;
- 6. Ensure gender equality, environment, governance/human rights objectives are met and integrated into the Communication and Public Engagement Plan and deliverables, and into project reporting in accordance with section 3.2; and
- 7. Collaborate with DFATD Headquarters and participating Canadian missions abroad to coordinate communication activities, including marketing of TAP-EDM activities with local stakeholders in ODA-eligible countries.

#### **Project Coordinator**

The specific responsibilities of the Project Coordinator, based in Canada, will include the following:

- 1. Ensure that all logistical arrangements are in place for the project team and contracted Canadian experts;
- 2. Ensure that project expenditures are properly documented and prepare project-level financial reports;
- 3. Respond to inquiries from stakeholders within a defined time period;
- 4. Oversee any relevant procurement processes;
- 5. Process daily/monthly accounts for expenditures from project bank accounts;
- 6. Monitor the financial aspects of the project including petty cash, daily/monthly journals, and financial reports;
- 7. Process cash/bank and travel advance reconciliations;
- 8. Monitor bank balances in the project bank accounts and ensure invoices are made accurately and on a timely basis;
- Review expenditures and develop budget control mechanisms which will enable the project to adequately monitor performance according to budget allocation by work breakdown structure (WBS);
- 10. Review expenditures and process payments to contracted experts' fees and reimbursable costs;
- 11. Maintain Payroll and Personnel Files for all project staff; prepare and pay staff salaries and applicable taxes;
- 12. Ensure that project financial accounting systems are followed;

RFP Reference # 105343 Page 66 of 126

- 13. Prepare for annual project financial audits;
- 14. Provide administrative services necessary to generate reports required under the Project Reporting Requirements (section 3.2);
- 15. Administer procurement of goods and services according to sound procurement principles; and,
- Establish and maintain efficient administrative systems including paper and electronic filing and inventory.

#### **Language Requirements**

The proposed candidates for the following aforementioned positions must have the following language proficiencies:

Positions	English	French	
Project Director;	Oral = 4 – Advanced Professional	onal Oral = 4 – Advanced Professional	
Project Manager 1;	Proficiency	Proficiency	
Communication and	Reading = 4 - Advanced	Reading = 4 – Advanced Professional	
Public Engagement	Professional Proficiency	Proficiency	
Manager	Writing = 4 – Advanced Professional	Writing = 4 – Advanced Professional	
	Proficiency	Proficiency	
Project Manager 2	English or French		
	Oral = 5 – Educated Native Proficiency		
	Reading = 5 – Educated Native Proficiency		
	Writing = 5 – Educated Native Proficiency		
Project Coordinator	oject Coordinator English or French		
Oral = 3 – General Professional Proficiency			
Reading = 3 – General Professional Proficiency			
Writing = 3 – General Professional Proficiency			

The definition associated with the language requirements can be found in Appendix D – Description of Language Scales/Levels.

#### 2.6 Procurement of Goods and Hiring of ad hoc Professional Resources

The Contractor must procure goods and hire ad hoc professional resources, and contract Canadian experts, required for the project in accordance with the approved procurement plan described in the PIP.

The Contractor must carry out procurement activities adhering to the following principles:

- 1. 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 or subcontractors are given an opportunity to bid and in which the combination of price, technical merit, and/or quality, are considered in the evaluation:
- 2. Pre-determined, clear evaluation criteria for selection methods to ensure best value for money;
- 3. Prompt and transparent notification to winning and losing bidders; and
- 4. Justification, including evidence of fair price in the event of non-competitive procurement, recorded on file.

Any exception to competition must be justified, documented and will be subject to audit.

## 2.7 Role of the Contractor in Project Steering Committee

The Contractor will have three roles within the Project Steering Committee (PSC). First, given that there is no single local implementing partner, the Contractor will be responsible for coordinating feedback from recipient national government entities, and when necessary with participating Canadian missions abroad, on activities that have taken place in the past year and present this feedback to the PSC. Second, the Contractor will report on the progress of TAP-EDM activities, including results achieved and challenges encountered. Third, the Contractor will act as the PSC Secretariat, book the meetings, take minutes of the discussion and implement recommendations and decisions of the PSC.

RFP Reference # 105343 Page 67 of 126

## 3.0 Timeframe and Delivery Dates

The Contractor will be required to commence its work no later than thirty (30) days after the effective date of the contract and to submit a draft Project Implementation Plan ninety (90) days after the approval of the Inception workplan. A first cohort of up to six (6) TA initiatives will be identified and tasked by DFATD at the effective date of the contract for the Contractor to initiate the execution during the inception phase.

The Contract will be in place for a period of four (4) year (48 months) from the signature date of the contract. The exact number of TA initiatives tasked by DFATD to be executed will depend on the volume/number of TA requests by national government entities in ODA-eligible countries, and the funding available in the Responsive Technical Assistance Fund. However, it is anticipated that DFATD will task the Contractor with approximately 30-35 TA initiatives per year to execute, for an approximately total of 120-150 TA initiatives over the course of the project.

Technical Assistance Initiatives will be planned, designed and executed on demand, with deliverables and delivery dates to be consulted with the recipient national government entities, and in liaison with the participating Canadian missions abroad. From DFATD notification, the Contractor is expected to design and execute a TA initiative within a 12-18 month period under normal circumstances.

#### 3.1 Deliverables

The Contractor must forward to DFATD the reports and other deliverables set out in sections 3.2. and 3.3., in accordance with the standards established for content, presentation, language, number of copies and timelines. Unless otherwise stated, the IE will, to the extent possible:

- 1. use both sides of the page when producing documents, reports, etc.;
- 2. use recycled paper to print and produce reports and other documents.

RFP Reference # 105343 Page 68 of 126

## 3.2 Reports

Report Title	Description of Content	Recipient	Due Date
Inception Workplan	The Inception Workplan must include, but is not limited to the following:  1) Details of the Contractor's initial operational structure for the project, including a work plan by activity, including key milestones and outputs tied to each activity, including those related to inception phase Project outreach; specific consultation (location, duration, scope) to be undertaken during inception phase; budget, schedule, personnel and levels of effort; and 2) Execution of an inception/first cohort of TA initiatives, outlining tasks, milestones, tasks and budget for up to six (6) TA initiatives identified by DFATD to be executed in the following 90 days.	DFATD/ TAP Coordination Hub	Within 30 days after the effective date of the contract
Project Implementation Plan (PIP)	The PIP must include but is not limited to the following:  1) Executive Summary  2) Introduction  3) Project Design  • Context and Rationale • Methodology (updated) • Project Outputs (updated) • Cross-cutting themes (Gender Equality, Environment and Governance analyses and proposed measures) • An updated Risk Register (using the Risk Register format as per /DFATD's RBM policy)  4) Project Management and Governance • Management Approach and Structure • Human Resources Management • Roles and Responsibilities of the Project Stakeholders • Procurement  5) Project Implementation • Templates for TA initiative proposal, terms of reference and reporting • Gender Equality Strategy • Governance/human rights Strategy	DFATD/TAP Coordination Hub	Draft within 90 after the effective date of the contract Final within 30 days of receiving DFATD comments

Page 69 of 126 RFP Reference # 105343

- **Environmental and Climate Action Strategy**
- Procurement Plan
- Communication Strategy, including a plan to inform and engage Canadians about the project activities and achievements, disseminate case studies and success stories, and to acknowledge Global Affairs Canada funding. The Visibility and Recognition Activities Planning Form is to be included with this strategy.
- Sustainability and exit strategy
- Budget per input (by line item at a minimum)

#### 6) Project Monitoring and Reporting

- Logic Model (updated)
- Performance Measurement Framework (updated and as defined below)
- Performance Reporting Framework including results collection strategy and schedule

#### 7) Appendices

- First Annual Workplan and budget
- Strategic Environmental Assessment (SEA)
- Templates

SEA: a brief report that includes, but is not limited to, identifying key strategic entry points throughout the project cycle for integrating environment and climate change considerations; a description of the measures (e.g. criteria, technical expertise, processes) that will be put in in place at the various stages, including design, selection, monitoring, reporting and follow-up; and describing how the SEA results informed the PIP design.

Performance Measurement Framework (PMF): For each level of the Logic Model (Output, Immediate Outcome, Intermediate Outcome, Ultimate Outcome), the PMF must include, as minimum, of the following elements:

- Indicators
- Baseline data, disaggregated by sex and where appropriate, by other socio-demographic markers (age group, country, etc)
- Targets, disaggregated by sex and where appropriate, by other sociodemographic markers (age group, country, etc)
- Data sources
- Data collection methods
- Frequency

RFP Reference # 105343 Page 70 of 126

	Responsibility Performance indicators at the ultimate and intermediate outcome levels should thrive to align with the SDGs and the FIAP indicators.		
Annual Workplans and Detailed Budget Forecasts	The IE will prepare Annual Workplans that will outline work to be performed and budget requirements for the upcoming year, based on anticipated activities following consultations with DFATD/TAP Coordination Hub and implementing partners. Annual Workplans will include:  a. Identification of results to be achieved during the year and the corresponding activities and schedule to achieve these results;  b. Forecast of likely requests and associated level of effort based on analysis of previous trends and upcoming negotiations;  c. Description of how the Gender Strategy will be implemented;  d. Description of how aid effectiveness principles will be furthered through the project;  e. Update on planned allocations of staff and other resources by activity;  f. Accounting of contextual changes, issues, assumptions, risks, problems and constraints, and associated implementation challenges and strategies to address these; and  g. Detailed annual budget by quarter and by contract budget line item, with explanations of deviations from the budget in the PIP and with updated budgetary projections by year for subsequent fiscal years to the end of the project.  h. The AWP must also contain an update to the communication strategy to publicize Project achievements and to acknowledge DFATD's contribution, including the Visibility and Recognition Activities Planning Form.  i. Updated Project Risk Registry.	DFATD/ TAP Coordination Hub	First annual workplan as appendix to the PIP Subsequent AWP: (September 1st of each year)
Semi-annual narrative progress report	The IE will prepare semi-annual progress reports to provide an update of activities undertaken and progress achieved against the Annual Workplan, including with regard to advancing the FIAP action areas. Semi-annual reports will include:  a. Executive Summary; b. Narrative description of progress made towards achieving results in relation to planned activities; c. Detailed explanation of variances between planned and actual results; d. Description of results achieved in implementing the Gender Equality and the Environment and Climate Action Strategies; e. Explanation of progress made in integrating principles of aid effectiveness into the project, including country ownership,	DFATD/ TAP Coordination Hub	March 1 <sup>st</sup> of each year

Page 71 of 126 RFP Reference # 105343

	harmonization with other Global Affairs and donor projects, and alignment with partner national government entities' priorities;  f. Analysis of factors which have assisted or impeded project implementation, planning and resource allocation and an update on risks that occurred and how they were addressed;  g. A summary of key events, major meetings and decisions taken during		
	the period; h. Proposed changes to project activities or schedules with rationale/justification; i. Appendix listing TA initiatives and experts contracted;		
	<ul> <li>j. Appendix listing communication and public engagement project activities for the period, including submission of the <u>Visibility and Recognition Activities Reporting Form</u>; and</li> <li>k. Appendix equipment purchased, with brief explanation of procurement process followed.</li> </ul>		
Annual narrative progress report	The IE will prepare and submit annual progress reports reporting against the Annual Workplan. Annual reports will include the same information as outlined above for semi-annual reports but cover the period of one year. In addition, annual reports will include an analysis of the status of the project given the progress made over the reporting year and an assessment of progress towards achieving expected development outputs and outcomes. It will also include a summary of actual project disbursement, by activity, during the year.	DFATD/ TAP Coordination Hub	September 1st of each year
Quarterly financial reports	The IE will prepare quarterly financial reports to account for project disbursements during the quarter. Reports will provide financial accounting (tabular form) by contract budget line item as follows:  Budget amount approved overall and revised amount if updated later in Annual Workplans;  a. Disbursements for prior years, current year-to-date, and project-to-date; b. Actual disbursements for the previous quarter and forecast disbursements for remaining quarters of the current fiscal year; and c. Explanation of variances (over 10%) between budget and actual disbursements for the current year; d. Total estimated expenditure at end of project and variance; and e. Balance of project funds remaining.	DFATD/ TAP Coordination Hub	15 calendar days before the end of each fiscal year quarter, i.e., by mid- December, March, June and September.
Minutes of PSC Meetings	The Contractor, in its function as Secretariat to the PSC, will take minutes of annual PSC meetings, highlighting conclusions, recommendations and actions to be taken.	DFATD/ TAP Coordination Hub	Within 14 calendar days following the PSC meeting
Exit Strategy	The Contractor will prepare a plan and schedule for phasing out and closing down the project. The plan will include information related to the release of staff,	DFATD/ TAP Coordination Hub	8 months before end date of contract

Page 72 of 126 RFP Reference # 105343

	disposal of assets, applicable, and a distinct Sustainability Strategy outlining		
	measures that will be taken to further the sustainability of results.		
Project Completion Report	The IE will prepare and submit to DFATD a project completion report that provides a synthesis of information contained in the semi-annual and annual	DFATD/ TAP Coordination Hub	Draft report three (3) months before
	progress reports over the duration of the project. The completion report will include:		end date of contract Final report
	<ul> <li>Description of actual results achieved compared with initial expected results and baseline;</li> </ul>		(incorporating DFATD and
	<ul> <li>Assessment of results achieved for cross-cutting issues of equality between women and men, environment and climate action, and governance/human rights;</li> </ul>		stakeholder comments) one (1) month before end
	<ul> <li>c. Explanation of progress made in integrating principles of aid effectiveness into the project;</li> </ul>		date of contract
	<ul> <li>d. Analysis of problems, constraints or issues that affected the project and how they were addressed;</li> </ul>		
	<ul><li>e. Assessment of future sustainability;</li><li>f. Lessons learned for future projects of a similar nature;</li></ul>		
	<ul><li>g. Conclusions and recommendations;</li><li>h. Detailed review of all financial accounting for the project including</li></ul>		
	summary of actual annual and total expenditures by contract budget line item compared to estimated expenditure, with explanation of variance;		
	<ul><li>i. List of project assets (depreciated value identified) disposed of;</li><li>j. List of any print and publications that resulted from the project;</li></ul>		
	<ul> <li>k. Data on cumulative social media engagement activities; and</li> <li>l. Summary of all procurement activities undertaken during project implementation.</li> </ul>		
End of TA initiative/Deployme	Narrative report to be drafted by contracted Canadian experts at the end of each TA initiative/deployment and reviewed by the Contractor. Narrative reports	DFATD/ TAP Coordination Hub	Within 30 days after the completion of
nt Report	describing the activities, and results achieved at output and outcome (immediate, intermediate) levels.	Participating Canadian Missions	the TA initiative or expert deployment.
Special/Other reports	The Contractor will submit to DFATD on an ad hoc basis various reports (e.g. briefing materials, communication texts, input to annual DFATD project reporting such as Investment Monitoring and Reporting Tool (IMRT) and Investment Performance Reports (IPRs), presentations, action plans) as requested by	DFATD/ TAP Coordination Hub	On demand

# 3.3 Other deliverables

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Page 73 of 126 RFP Reference # 105343



Project Website	The Project website, in French and in English, will provide general information on the Project (e.g. objectives, scope/components, TA initiatives, results, Canadian expert profile bios) and knowledge generated under the Project, including success stories, and pictures and/or video captions of experts' public	Within 180 days after the effective date of the contract, and updated as needed.
	engagement activities.	

Page 74 of 126 RFP Reference # 105343

# Appendix A: Logic Model – Technical Assistance Partnership (TAP)

<b>Ultimate Outcome</b>	· ·	•	ost marginalized and vulne	rable people by contributin	g to the SDGs and to Cana	ada's international assistar	nce efforts in ODA-eligible countries while				
Intermediate Outcomes		projecting Canada's leadership.  1100 Enhanced effective, inclusive, accountable, sustainable, resilient and gender responsive national level entities in ODA-eligible countries.									
Immediate Outcomes		10 Improved capacity of national level entities in ODA-eligible countries to plan and/or develop national policies and programs that advance gender equality, vironmental sustainability and/or human rights.									
Outputs			Canada's international	assistance efforts			1211 Experts' skills and knowledge applied, and their technical assistance activities				
These outputs are examples inspired by the Canadian's	Gender equality and the empowerment of women and girls	Human dignity	Growth that works for everyone	Environment and climate action	Inclusive governance	Peace and security	contributing to FIAP action areas  1212 Experts' technical assistance activities				
Feminist International Assistance Policy (FIAP). The columns represent the 6 core action areas.	1111 Support provided to national level entities on the design of management information systems to collect and analyze data disaggregated by sex gender, age and other intersecting identity factors, and generate and disseminate gender equality statistics  1112 Support provided to national level entities on research and policy recommendations and/or implementation to close genders gaps  1113 Support provided to national level entities for building and revising accountable multi-sectoral violence prevention laws, policies and coordination mechanisms  1114 Support provided to national level entities on designing and running public	1121 Support provided to national level entities to develop and integrate gender responsive and accountable health services, sexual and reproductive health and rights and nutrition mechanisms or policies  1122 Support provided to national level entities to develop and integrate gender responsive, accountable and innovative education plans, budgets and management systems for youth and adults  1123 Support provided to national level entities for implementing or improving gender responsive and accountable health services, sexual and reproductive health and rights and nutrition mechanisms or policies	1131 Support provided to national level entities to undertake environmental sustainability and humanrights analyses, multistakeholder consultations and gender-impact assessments as an integral part of economic-development and quality infrastructure planning  1132 Support provided to national level entities in implementing reforms that advance women's economic rights, freedoms and agency  1133 Support provided to national level entities in assuring decent work, responsible supply chain, market efficiency, trade readiness, innovative technology and processes for its citizenry	1141 Support provided to national level entities in designing or implementing gender-responsive, inclusive and accountable environmental governance and climate action  1142 Support provided to national level entities in designing or implementing disaster risk reduction and recovery tools  1143 Support provided to national level entities on climate-resilient, green and environmentally sustainable infrastructure and services  1144 Support provided to national level entities on environmental sustainability and climate change issues and human rights, consultation and inclusive engagement	1151 Support provided to national level entities on improving or establishing gender responsive, inclusive and accountable legal channels, mechanisms or policies  1152 Support provided to national level entities on the development of transparent and accountable gender-responsive administration, public financial and human resources management tools, policies, and systems  1153 Support provided to national level entities on improving or establishing gender responsive mechanisms and or policies for people's participation in political processes and society, particularly for women and girls	1161 Support provided to national level entities to strengthen meaningful participation of diverse groups of civil society, particularly women and girls, in mediation, peace negotiation and political processes  1162 Support provided to national level entities in facilitating an understanding and effective responses to the root causes of violent conflict, including through the use of gender and human rights analysis  1163 Support provided to national level entities in promotion of social cohesion, gender equality, pluralism, reconciliation and longer term conflict prevention, including the WPS agenda	improving their awareness and knowledge of Canada's feminist international assistance efforts  1213 Outreach activities implemented and promotional material develop to advance the understanding and engagement of Canadians in Canada's sustainable development efforts				

Page 75 of 126 RFP Reference # 105343

Foreign Affairs, Trade and Development Canada Affaires étrangères, Commerce et Développement Canada

awareness campaigns against sexual and gender-based violence	national level entities for implementing or improving gender responsive, accountable and innovative education plans, budgets nation develor inclusion making transp	onal level entities in eloping informed and usive trade policy-ing and responsible, sparent accountable inclusive provisions	nvironmentally ustainable and ccountable practices,	1154 Support provided to national level entities on the decentralization of political, administrative, or fiscal powers provided	1164 Support provided to national level entities on issues such as security, impunity for SGBV, land disputes, human-rights based approach, accountability and transitional justice
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Page 76 of 126 RFP Reference # 105343

# Appendix B: TAP-EDM Performance Measurement Framework (PMF)1

EXPECTED RESULTS	INDICATORS	BASELINE DATA	TARGETS	DATA SOURCES	DATA COLLECTION METHODS	FREQUENCY	RESPONSIB ILITY
ULTIMATE OUTCOME							
1000 Improved conditions or well-being of the poorest, most marginalized and vulnerable people by contributing to the SDGs	TBD	TBD	TBD	TBD	TBD	TBD	TBD
and to Canada's international assistance efforts in ODA-eligible countries while projecting Canada's leadership	Ranking of Canada's reputation abroad as reported in global opinion surveys	7	GAC has determined target is not applicable	GAC	GAC's Departmental Results Report'	Annual	GAC
INTERMEDIATE OUTCOMES				l			
1100 Enhanced effective, inclusive, accountable, sustainable, resilient and gender responsive national level entities in ODA-eligible countries	TBD	TBD	TBD	TBD	TBD	TBD	TBD
<b>1200</b> Enhanced participation in and support from Canadians toward Canada's	TBD	TBD	TBD	TBD	TBD	TBD	TBD
international assistance efforts	% of total of diplomatic activities which met their stated objectives	Analysis to be collected by GAC starting year 2	50% of diplomatic activities met their stated objectives	Participating Canadian missions abroad	Missions' Reports (Strategia)	Annual starting Y2	GAC
IMMEDIATE OUTCOMES							
1110 Improved capacity of national level entities in ODA-eligible countries to plan and/or develop national policies and programs that advance gender equality, environmental sustainability and/or human rights	TBD	TBD	TBD	TBD	TBD	TBD	TBD
<b>1210</b> Increased awareness and knowledge of Canadians as partners and global citizens in support of	TBD	TBD	TBD	TBD	TBD	TBD	TBD

<sup>&</sup>lt;sup>1</sup> The Contractor is required to complete all sections of the PMF during the inception phase of the project and to regularly update the PMF over the course of the project.

Page 77 of 126 RFP Reference # 105343

EXPECTED RESULTS	INDICATORS	BASELINE DATA	TARGETS	DATA SOURCES	DATA COLLECTION METHODS	FREQUENCY	RESPONSIB ILITY
Canada's international assistance efforts							
OUTPUTS							
Technical Assistance to Natio		1		1	_		
All FIAP action areas	# total of TA initiatives completed of TAP-EDM	0	120-150 of initiatives completed under TAP-EDM	TBD	TBD	Annual	IE
	# of Canadian experts partaking in TAP-EDM TA initiatives (disaggregated by sex, official language, region, identity groups)	0	TBD	TBD	TBD	Annual	IE
	# total staff (M/F) from national level entities supported by TAP-EDM	0	GAC has determined target is not applicable	TBD	TBD	Annual	IE
	% of total staff (M/F) from national level entities level of satisfaction (scale of 0 – 4) of TA initiatives	0	75% of staff (M/F) from national level entities reporting minimally a 3 of satisfaction following of TA initiatives	TBD	TBD	Annual	IE
	% of total staff (M/F) from national level entities level of satisfaction (scale of 0 – 4) of Canadian expert(s)	0	75% of staff (M/F) from national level entities reporting minimally a 3 of satisfaction of the Canadian expert(s)	TBD	TBD	Annual	IE
	% of total staff (M/F) from national level entities level of satisfaction (scale of 0 – 4) of Canada's leadership	0	75% of staff (M/F) from national level entities reporting a level of satisfaction of 3 or above of Canada's leadership	TBD	TBD	Annual	IE
	% of total initiatives of TAP-EDM per region (Caribbean and Central America; South America; Europe; Maghreb and Middle East; Sub Saharan Africa; Asia)	N/A	GAC has determined target is not applicable	TBD	TBD	Annual	IE
	\$ of total allocated per region (Caribbean and Central America; South America; Europe; Maghreb and Middle East; Sub Saharan Africa; Asia)	0	GAC has determined target is not applicable	TBD	TBD	Annual	IE
	# and % of total initiatives of TAP- EDM per FIAP action area	0	GAC has determined target is not applicable	TBD	TBD	Annual	IE
	% of \$ total allocated per FIAP action area	0	GAC has determined target is not applicable	TBD	TBD	Annual	IE
FIAP's action area 1: Gender equality and the empowerment of women and girls	# of staff (M/F) from national level entities reached by TAP-EDM's initiatives helping prevent, respond to and end sexual and gender-based violence, including child, early and	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE

Page 78 of 126 RFP Reference # 105343

EXPECTED RESULTS	INDICATORS	BASELINE DATA	TARGETS	DATA SOURCES	DATA COLLECTION METHODS	FREQUENCY	RESPONSIB ILITY
	forced marriage and/or Female Genital Mutilation						
	# of women's organizations and women's networks advancing women's rights and gender equality supported by TAP-EDM in programming and/or institutional strengthening	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE
	\$ invested in programming and/or institutional strengthening to support women's organizations and women's networks advancing women's rights and gender equality	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE
1111 Support provided to national level entities on the design of management information systems to collect and analyze data disaggregated by sex gender, age and other intersecting identity factors, and generate and disseminate gender equality statistics	# of TA initiatives delivered/implemented to support national level entities on the establishment/improvement of the design of management information systems to collect and analyze data disaggregated by sex gender, age and other intersecting identity factors, and generate and disseminate gender equality statistics	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE
1112 Support provided to national level entities on research and policy recommendations and/or implementation to close genders gaps	# of TA initiatives delivered/implemented to support national level entities on research and policy recommendations and/or implementation to close genders gaps	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE
1113 Support for building and revising accountable multi-sectoral violence prevention laws, policies and coordination mechanisms provided to national level entities	# of TA initiatives delivered/implemented to support national level entities on building and revising accountable multi-sectoral violence prevention laws, policies and coordination mechanisms	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE
1114 Support provided to national level entities on designing and running public awareness campaigns against sexual and gender-based violence	# of TA initiatives delivered/implemented to support national level entities in designing and running public awareness campaigns against sexual and gender-based violence	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE

Page 79 of 126 RFP Reference # 105343

EXPECTED RESULTS	INDICATORS	BASELINE DATA	TARGETS	DATA SOURCES	DATA COLLECTION METHODS	FREQUENCY	RESPONSIB ILITY
FIAP's action area 2: Human Dignity	# of staff (M/F) from national level entities supported by TAP-EDM's initiatives on technical and vocational education and training	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE
	# of TAP-EDM's initiatives promoting the integration of comprehensive sexuality education into curriculums	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE
	\$ invested in TAP-EDM's initiatives promoting the integration of comprehensive sexuality education into curriculums	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE
1121 Support provided to national level entities to develop and integrate gender responsive and accountable health services, sexual and reproductive health and rights and nutrition mechanisms or policies	# of TA initiatives delivered/implemented to support national level entities in the development and integration of gender responsive and accountable health services, sexual and reproductive health and rights and nutrition mechanisms or policies	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE
1122 Support provided to national level entities to develop and integrate gender responsive, accountable and innovative education plans, budgets and management systems for youth and adults	# of TA initiatives delivered/implemented to support national level entities in the development and integration of gender responsive, accountable and innovative education plans, budgets and management systems for youth and adults	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE
1123 Support provided to national level entities for implementing gender responsive and accountable health services, sexual and reproductive health and rights and nutrition mechanisms or policies	# of TA initiatives delivered/implemented to support the national level entities in implementation of gender responsive and accountable health services, sexual and reproductive health and rights and nutrition mechanisms or policies	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE
1124 Support provided to national level entities for implementing gender responsive, accountable and innovative education plans, budgets and management systems for youth and adults	# of TA initiatives delivered/implemented to support national level entities in the implementation of gender responsive, accountable and innovative education plans, budgets and management systems for youth and adults	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE

Page 80 of 126 RFP Reference # 105343

EXPECTED RESULTS	INDICATORS	BASELINE DATA	TARGETS	DATA SOURCES	DATA COLLECTION METHODS	FREQUENCY	RESPONSIB ILITY
FIAP's action area 3:	# of staff (M/F) from national level		GAC has determined target is not				
Growth that works for everyone	entities reached by TAP-EDM's initiatives supporting women's	0	applicable	TBD	TBD	Semi-annual	IE
<u>everyone</u>	economic empowerment						
	\$ invested in programming for TA initiatives supporting women's economic empowerment	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE
1131 Support provided to national level entities to undertake environmental sustainability and humanrights analyses, multistakeholder consultations and gender-impact assessments as an integral part of economic-development and quality infrastructure planning	# of TA initiatives delivered/ implemented to support national level entities in the undertaking of environmental sustainability and human-rights analyses, multi- stakeholder consultations and gender- impact assessments as an integral part of economic-development and quality infrastructure planning	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE
1132 Support provided to national level entities in implementing reforms that advance women's economic rights, freedoms and agency	# of TA initiatives delivered/ implemented to support national level entities in the implementation of reforms that advance women's economic rights, freedoms and agency	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE
1133 Support provided to national level entities in assuring decent work, responsible supply chain, market efficiency, trade readiness, innovative technology and processes for its citizenry	# of TA initiatives delivered/implemented to support national level entities in the establishment or improvement of decent work, responsible supply chain, market efficiency, trade readiness, innovative technology and processes for its citizenry	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	ΙE
1134 Support provided to national level entities in developing informed and inclusive trade policy- making and responsible, transparent accountable and inclusive provisions	# of TA initiatives delivered/implemented to support national level entities in the development of informed and inclusive trade policy-making and responsible, transparent accountable and inclusive provisions	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE
FIAP's action area 4: Environment and climate action	# of staff (M/F) from national level entities supported by TAP-EDM's initiatives on climate adaptation projects	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE
	\$ invested in programming for TA initiatives supporting national entities' climate action (mitigation, adaptation) policies, plans or programs.	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE

Page 81 of 126 RFP Reference # 105343

EXPECTED RESULTS	INDICATORS	BASELINE DATA	TARGETS	DATA SOURCES	DATA COLLECTION METHODS	FREQUENCY	RESPONSIB ILITY
1141 Support provided to national level entities in gender-responsive, inclusive and accountable environmental governance and climate action	# of TA initiatives delivered/implemented to support national level entities in the establishment or improvement of gender-responsive, inclusive and accountable environmental governance and climate action	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE
1142 Support provided to national level entities in designing and implementing disaster risk reduction and recovery tools	# of TA initiatives delivered/implemented to support national level entities in the establishment or improvement of disaster risk reduction and recovery tools	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE
1143 Support provided on climate-resilient, green and environmentally sustainable infrastructure and services provided to national level entities	# of TA initiatives delivered/implemented to support national level entities in the establishment or improvement of climate-resilient, green and environmentally sustainable infrastructure and services	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE
1144 Support provided to national level entities on environmental sustainability and climate change issues and human rights, consultation and inclusive engagement	# of TA initiatives delivered/implemented to support national level entities environmental sustainability and climate change issues and human rights, consultation and inclusive engagement	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE
1145 Support provided to national level entities on environmentally sustainable and accountable practices, technologies, business development services, clean renewable energy, financing instruments, risk mitigation, and disaster recovery services	# of TA initiatives delivered/implemented to support national level entities in the establishment or improvement of environmentally sustainable and accountable practices, technologies, business development services, clean renewable energy, financing instruments, risk mitigation, and disaster recovery services	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE
FIAP's action area 5: Inclusive governance	# of staff (M/F) from national level entities reached by TAP-EDM's initiatives supporting women's leadership in decision-making in governance	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE
	# of staff (M/F) from national level entities reached by TAP-EDM's initiatives supporting access to justice	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE

Page 82 of 126 RFP Reference # 105343

EXPECTED RESULTS	INDICATORS	BASELINE DATA	TARGETS	DATA SOURCES	DATA COLLECTION METHODS	FREQUENCY	RESPONSIB ILITY
	and public services for women and girls						
	\$ invested in programming for TA initiatives supporting national entities' inclusive governance policies, plans or programs.	0	GAC has determined target is not applicable	TBD	TBD	Semi-Annual	IE
1151 Support on improving or establishing gender responsive, inclusive and accountable legal channels, mechanisms or policies provided to national level entities	# of TA initiatives delivered/implemented to support national level entities in the establishment or improvement of gender responsive, inclusive and accountable legal channels, mechanisms or policies	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE
1152 Support on the development of transparent and accountable gender-responsive administration, public financial and human resources management tools, policies, and systems provided, to national level entities	# of TA initiatives delivered/implemented to support national level entities in the establishment or improvement of transparent and accountable gender responsive administration, public financial and human resources management tools, policies, and systems	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE
1153 Support provided to national level entities on improving or establishing gender inclusive mechanisms and or policies provided to national level entities for people's participation in political processes and society, particularly for women/girls	# of TA initiatives delivered/implemented to support national level entities in the establishment or improvement of gender inclusive mechanisms and or policies provided to national level entities for people's participation in political processes and society, particularly for women/girls	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE
1154 Support provided on the decentralization of political, administrative, or fiscal powers provided to national level entities	# of TA initiatives delivered/implemented to support national level entities in the establishment or improvement of decentralization of political, administrative, or fiscal powers	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE
FIAP's action area 6: Peace and security	# of Canadian experts through TAP- EDM's initiatives supporting international efforts to investigate and prosecute crimes under international law, including in sexual and gender- based violence	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE

Page 83 of 126 RFP Reference # 105343

EXPECTED RESULTS	INDICATORS	BASELINE DATA	TARGETS	DATA SOURCES	DATA COLLECTION METHODS	FREQUENCY	RESPONSIB ILITY
	\$ invested through TAP-EDM's initiatives to support international efforts to investigate and prosecute crimes under international law, including in sexual and gender based violence	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE
	# of women's organizations supported through TAP-EDM's to increase participation of women in peace negotiations and conflict preventions efforts	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE
	\$ invested in supporting women's organizations, to increase participation of women in peace negotiations and conflict preventions efforts	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE
1161 Support given to strengthen meaningful participation of diverse groups of civil society, particularly women/girls, in mediation, peace negotiation and political processes to national level entities	# of TA initiatives delivered/implemented to support national level entities in strengthening meaningful participation of diverse groups of civil society, particularly women/girls, in mediation, peace negotiation and political processes	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE
1162 Support given to national level entities in facilitating an understanding and effective responses to the root causes of violent conflict, including through the use of gender and human rights analysis	# of TA initiatives delivered/implemented to support national level entities in facilitating an understanding and effective responses to the root causes of violent conflict, including through the use of gender and human rights analysis	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE
1163 Support in promotion of social cohesion, gender equality, pluralism, reconciliation and longer term conflict prevention, including the Women, Peace and Security (WPS) agenda provided to national level entities	# of TA initiatives delivered/implemented to support national level entities in promoting social cohesion, gender equality, pluralism, reconciliation and longer term conflict prevention, including the WPS agenda	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	IE

Page 84 of 126 RFP Reference # 105343

EXPECTED RESULTS	INDICATORS	BASELINE DATA	TARGETS	DATA SOURCES	DATA COLLECTION METHODS	FREQUENCY	RESPONSIB ILITY
1164 Support given to national level entities on issues such as security, impunity for sexual and gender-based violence (SGBV), land disputes, human-rights based approach, accountability and transitional justice	# of TA initiatives delivered/implemented to support national level entities on issues such as security, impunity for SGBV, land disputes, human-rights based approach, accountability and transitional justice	0	GAC has determined target is not applicable	TBD	TBD	Semi-annual	ΙE
Communication and Public En	gagement with Canadians						
<b>1211</b> Canadian experts' skills and knowledge applied, and their technical	% of total Canadian expert's TA initiatives contributing to FIAP action areas	0	100% of expert's TA initiatives contributing to FIAP action areas	TBD	TBD	Semi-Annual	IE
assistance activities contributing to FIAP action areas	# of mechanisms or tools implemented to assure a vast, competitive, encompassing and responsive network of Canadian experts to be deployed	0	TBD	TBD	TBD	Semi-Annual	IE
1212 Canadian experts technical assistance activities improving their awareness and knowledge of Canada's feminist international assistance efforts	% of total of Canadian expert's technical assistance activities improving their awareness and knowledge of Canada's feminist international assistance efforts	0	90% of Canadian expert's technical assistance activities improving their awareness and knowledge of Canadian experts of Canada's feminist international assistance efforts	TBD	TBD	Semi-Annual	IE
1213 Outreach and public engagement activities implemented and promotional material	# of Canadian experts partaking in public engagement activities (M/F, regions, official languages, identity groups)	0	TBD	TBD	TBD	Semi-Annual	IE
developed to advance the understanding and engagement of Canadians in Canada's sustainable	# of Canadians (M/F, regions, official languages, identity groups) reached through communication channels and events	0	TBD	TBD	TBD	Semi-annual	IE
development efforts	# and type of outreach and public engagement activities implemented by participating Canadian experts focused on promoting the understanding of Canadians (M/F) of Canada's international assistance efforts	0	TBD	TBD	TBD	Semi-annual	IE
	# of knowledge sharing events implemented by the implementing entity related to TAP-EDM's initiatives	0	TBD	TBD	TBD	Semi-annual	IE
	# of stakeholders accessing knowledge sharing events related to TAP-EDM's initiatives	0	TBD	TBD	TBD	Semi-annual	IE

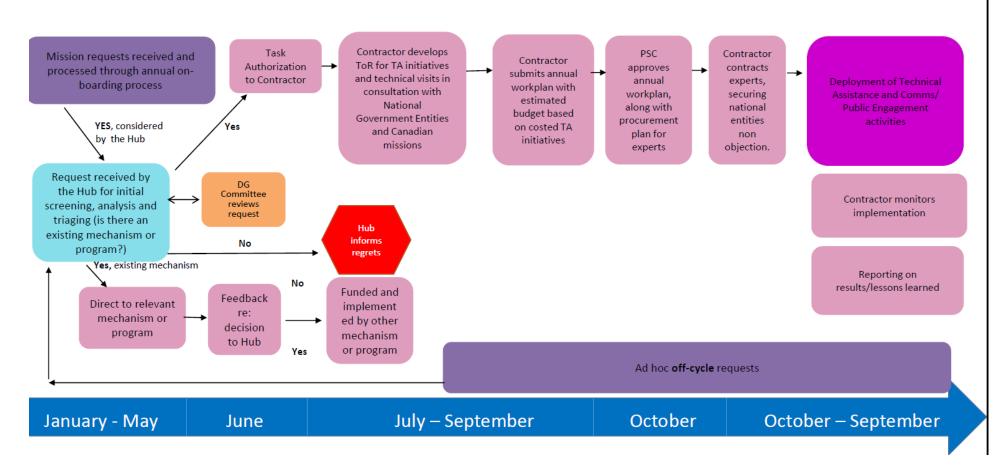
Page 85 of 126 RFP Reference # 105343

EXPECTED RESULTS	INDICATORS	BASELINE DATA	TARGETS	DATA SOURCES	DATA COLLECTION METHODS	FREQUENCY	RESPONSIB ILITY
	# of communication mechanisms or tools implemented by the implementing entity related to TAP- EDM's initiatives	0	TBD	TBD	TBD	Semi-annual	IE
	# and type of communication material developed and shared per initiative	0	TBD	TBD	TBD	Semi-annual	IE
	TAP-EDM social media level of activities (#, posts, shares, likes, followers, subscribers)	0	TBD	TBD	TBD	Semi-annual	IE
	\$ invested in communications and public engagement activities	0	Up to 10% of the budget allocated for the Responsive Technical Assistance Fund	TBD	TBD	Annual	IE

Page 86 of 126 RFP Reference # 105343

## Appendix C: Technical Assistance Request Approval Workflow

# Technical Assistance Request Approval Workflow



RFP Reference # 105343 Page 87 of 126



# Appendix D: 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.
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

RFP Reference # 105343 Page 88 of 126

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		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.
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

RFP Reference # 105343 Page 89 of 126

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		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 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.

RFP Reference # 105343 Page 90 of 126

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.

RFP Reference # 105343 Page 91 of 126

#### ANNEX B - Basis of Payment

#### 1. Contract Amount and Limitation of Expenditure

1.1 Subject to the application of the other terms and conditions specified in this Contract, DFATD will pay the Contractor up to the maximum Contract amount in Canadian dollars is:

Maximum Contract amount in CAD (Applicable Taxes extra) [insert amount]

- a. As and When Requested Task Authorizations: The Services, or a portion of the Services are to be performed under the Contract on an "as-and-when-requested basis" using Task Authorizations (TA). The Services described in the TA must be in accordance with the scope of the Contract. The value of any TA will not exceed \$250,000, including applicable taxes. The Contractor must not commence work until a validly issued TA has been issued by DFATD and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.
- b. Any TA that does not bear the appropriate signature(s) is not validly issued by DFATD. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Technical Authority.
- 1.2 No increase in the Contract amount resulting from any changes, modifications or interpretations of the Statement of Work, will be authorized or paid to the Contractor 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 Contractor must not perform any Services which would cause DFATD's liability to exceed the Contract amount stipulated in paragraph 1.1 above.
- 1.3 The Contractor must promptly notify the Technical Authority in writing as to the adequacy of the amount mentioned in paragraph 1.1 above when:
  - (a) it is 75 percent committed; or
  - (b) 4 months prior to the Contract expiry date; or
  - (c) if the Contractor considers that the funds provided are inadequate for the completion of the Project;

whichever comes first.

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

1.4 The giving of any notification by the Contractor pursuant to paragraph 1.3 above will not increase DFATD's liability over the Contract amount.

## 1.5 Applicable Taxes

The estimated amount of Applicable Taxes is [insert amount]

Federal government departments and agencies are required to pay Applicable Taxes. The Applicable Taxes is not included in the maximum Contract amount specified in paragraph 1.1 above.

Applicable Taxes will be paid by DFATD as provided in paragraph 1.7 below. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.

- 1.6 The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor 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.
- 1.7 Applicable Taxes Included in the Cost of Services

Notwithstanding any other terms and conditions of the Contract, the Contractor 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 Contractor must pay on the goods and services that the Contractor procures to provide the Services stipulated in this

RFP Reference # 105343 Page 92 of 126

Contract, less the Applicable Taxes and provincial sales tax credits and rebates to which the Contractor is entitled:

- (b) Do not take into account the Applicable Taxes that DFATD will remit to the Contractor and that the Contractor must collect from DFATD pursuant to the *Excise Tax Act* (R.S.C., 1985, c. E-15), as prescribed in paragraph 1.5 above and specified in accordance with the terms and conditions stipulated below.
- 1.8 For the purposes of applying paragraph 1.5 above, 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 Contractor 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.

#### 1.9 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 Contractor in respect of Services provided in Canada if the Contractor is a non-resident unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

#### 2. Basis of Payment

- 2.1 Subject to the Contract amount specified in paragraph 1.1 above, DFATD will pay to the Contractor:
  - (a) Fees of the Contractor's Personnel as set forth in Appendix A;
  - (b) Contractor's Reimbursable Expenses at cost without mark-up as set forth in Appendix A and in accordance with 2.5 below;
  - (c) Additional Contractor Personnel Fees subject to submission of a proposal by the Contractor for pre-approval by DFATD;
  - (d) From the Responsive Technical Assistance Fund described in 5.2.1 (a), approved Technical Assistance Initiative Reimbursable Expenses at cost without mark-up which shall include the following:
    - costs of the Fees of the Canadian Experts sub-contracted by the Contractor to implement the Technical Assistance Initiatives, including Fees for public engagement activities identified in the Task Authorizations;
    - other reimbursable expenses actually and reasonably incurred under a Task Authorization and approved budget, including those directly related to public engagement activities in Canada described in Annex A - Statement of Work and completed under Task Authorizations.

The total cost of these public engagement costs must not exceed ten percent (10%) of the available funding envelope for the Responsive Technical Assistance Fund. Activities that are **NOT** eligible for funding as part of public engagement activities include:

- fundraising
- annual general meetings
- partisan political advocacy or lobbying
- public engagement activities that take place outside of Canada
- other reimbursable expenses actually and reasonably incurred by the Canadian Expert in accordance with the approved Task Authorization budget for the Technical Assistance Initiatives and 2.5 below.
- 2.2 Fees for the Contractor's Personnel identified in Part 5,5.2.3, or approved Additional Contractor Personnel will be determined on the basis of time actually worked by such Personnel in the performance of Services, after the effective date determined in accordance with article GC 2.1 of Part 8 and the Fees referred to in Appendix A and as specified in paragraph 3 below.

RFP Reference # 105343 Page 93 of 126

#### 2.3 The Fees referred to under paragraph 2.2 above will include:

- (a) For the Personnel based in Canada or on short-term assignment in the Recipient Country, 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 GC 4.1.2 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.
- 2.4 The Fees stated in paragraph 2.3 above may be charged to DFATD while the individual is on travel status. The number of person-days allowed for travel status will be determined and approved by DFATD on the basis of the points of origin and destination.
- 2.5 The following expenses actually and reasonably incurred by the Contractor in the performance of the Services are considered reimbursable expenses under the Contractor's Reimbursable Expenses funding envelope and the Technical Assistance Initiative Reimbursable Expenses funding envelope described in Part 5, 5.2.1:

## (a) Travel and Living Expenses

The Travel Directive ("the Directive") is available on the National Joint Council Internet site at the following address: <a href="http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php">http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php</a> and the Special Travel Authorities Directive (the "Special Directive") is available on the Treasury Board Internet site at the following address: <a href="https://www.canada.ca/en/treasury-board-secretariat/services/travel-relocation/special-travel-authorities.html#Toc65556472">https://www.canada.ca/en/treasury-board-secretariat/services/travel-relocation/special-travel-authorities.html#Toc65556472</a>.

The cost of travel while on travel status and the cost of other transportation, will be reimbursed in accordance with the Directive and Section 7 -For Persons on Contract of the Special Directive. The Special Directive takes precedence over the Directive. Note that the Contractor's Personnel and sub-contractors are not eligible to be reimbursed for incidental expenses.

- (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 Contractor 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 Contractor 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 Contractor chooses not to use this fare. The Contractor 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 Contractor's Project file;
- (ii) the cost of meals 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/work permit;
- (iv) the actual and reasonable cost of a single room in commercial accommodation or, when private noncommercial 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; and
- (v) all other actual and reasonable costs considered legitimate Project expenses, in accordance with the provisions of the Directive referring to "travellers" rather than to "employees";
- (b) 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) Intentionally deleted;

RFP Reference # 105343 Page 94 of 126

- (g) for training in Canada only, 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) 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 Personnel, related to observation tours, studies, workshops, and seminars as approved in advance by DFATD (normally as part of a work plan);
- (j) Any other reimbursable expenses required to carry out the Project, which are not considered to be fees or overhead/indirect costs and that are not included in the above categories.

#### 3. Provisions for Multi-year Contracts

- 3.1 Fees and monthly rates are fixed on an annual basis.
- 3.2 If the Personnel are added during the period of the Contract, the Contractor must propose fixed annual fees for the remaining Contract period. If DFATD accepts the proposed individual and the fees, the fixed annual fees become effective on:
  - (a) The Contract anniversary date; or
  - (b) If the date has passed, the date of the first workday for which the Contractor invoices DFATD after the Contract anniversary date.

## 4. Currency of Payment

- 4.1 Payments by DFATD to the Contractor will be made in Canadian dollars.
- 4.2 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 Contractor will be inadmissible.

## 5. Irrevocable Standby Letter of Credit (ISLC)

- 5.1 ISLC is used for the following purposes:
  - (a) To cover advances, if permitted as per article 5 above

No advance must be made until the Contractor 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. The ISLC must be equal the total outstanding advance payments in Canadian dollars.

(b) To guarantee the Contractor's obligations under the Contract

Face amount of the ISLC in CAD\$	5% of the Cost of the Contract, described in Part 5,		
	5.3.6 and 1.1 above.		

The Contractor must provide to the Technical Authority within twenty-eight (28) days of signing the Contract an ISLC in accordance with 6.3, covering the Contractor's obligations under this Contract. The ISLC must be for the face amount specified above.

The Contractor must, at all times, maintain a valid and enforceable ISLC. The Contractor 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 Contractor 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 Contractor to maintain the ISLC will constitute an event of default under the Contract.

5.2 An ISLC must be in Canadian dollars.

RFP Reference # 105343 Page 95 of 126

- 5.3 An ISLC and amendments to an ISLC submitted by the Contractor must be sent to the Technical Authority. The ISLC itself must clearly indicate the following information:
  - (a) Bank's reference number
  - (b) Bank's name and address
  - (c) Date of issue
  - (d) Expiry date
  - (e) Name and address of the Contractor
  - (f) Name of the payee: Receiver General of Canada, Attn: DFATD Branch name and address indicated in the GC 1.5.
  - (g) The Purchase Order (PO) number
  - (h) The Project name and number
  - (i) Name of the Technical Authority
  - (j) The face amount of the letter of credit
  - (k) "Payable in demand" or "Payable at sight"
  - (I) 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
  - (m) A provision that more than on 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)
  - (n) A provision for the renewal of the letter of credit (where applicable).
- 5.4 An ISLC issued by a foreign financial institution must be confirmed by an Approved Financial Institution. DFATD reserves the right to validate the presented confirmation.
- 5.5 All costs related to the issuance of the ISLC, maintenance and/or confirmation by the Approved Financial Institution will be at the Contractor's own expense.

#### 6. Mode of Billing and Payment

Billings and payments in respect of the Services will be made as follows:

- 6.1 Subject to 6.2 through 6.7 below, DFATD will pay the Contractor, not more often than once per month, the Fees, and reimbursable expenses outlined in paragraph 2 above paid by the Contractor during the previous month.
- 6.2 No payments will be made to the Contractor until DFATD receives a detailed invoice of the Contractor's fees for the Services rendered, daily rates and expenses paid during the previous month supported by the following documentation properly completed:
- (a) Details of the time worked for each individual: the name, date number of hours worked and description of activities undertaken for each day. The Contractor may include this information on its invoice or submit timesheets containing all listed information. If the Contractor submits an electronic invoice, DFATD will identify it as the original invoice. If timesheets are not submitted with the invoice, they must be kept by the Contractor and made available to DFATD upon request.
- (b) Intentionally deleted.
- (c) Details of Contractor's Reimbursable Expenses paid, including all information which supports the expenses.
  - 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 which DFATD in its sole discretion considers relevant to the expense.
- (d) Details of Technical Assistance Initiative Reimbursable Expenses in accordance with payments made by the Contractor under each Task Authorization issued by DFATD. Expenses must be categorized by Task Authorization number. Copies of all sub-contracts issued under the Task Authorization must be submitted with the first invoice under a Task Authorization and a budget report for the Task Authorization must be submitted with each invoice. The Contractor must ensure that all reimbursable expenses incurred under Task Authorizations are in accordance with 2.5. above.

RFP Reference # 105343 Page 96 of 126

(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 Contractor. Where expenses are paid in foreign currency, receipts must indicate the currency.

In the event that the number of person-days worked exceeds the total authorized for the week in accordance with paragraph 2.3 above, the Contractor 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 Technical Authority.

6.3 All payment requests, invoices and statements submitted by the Contractor must be sent to DFATD at the following address and must indicate the following codes:

Address	Financial Codes
[Insert address]	Purchase order: [insert number]
Attention:	WBS element: [insert number]
[Insert name of Technical Authority]	GLAcct/ CC/ Fund: [insert number]
[Insert name of Contracting Officer in charge of the file]	Vendor: [insert number]
	Project number: [insert number]

- 6.4 Within 15 days of the receipt of the documentation required under 6.2, DFATD will notify the Contractor, 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 Contractor are not satisfactory or are not in conformity with the Contract; or
  - (c) The amount claimed by the Contractor appears to exceed the actual value of the Services performed.

DFATD reserves the right to withhold payment until the situation has been rectified at the sole cost of the Contractor:

- 6.5 Any fees, or reimbursable expenses paid by the Contractor which are the subject of the notification in 6.4 will be excluded for the purposes of payment under paragraph 6.1 until the fees or reimbursable expenses have been accepted by DFATD.
- 6.6 Subject to paragraph 6.4 above, DFATD will pay the Contractor within 30 days after the receipt of the documentation required under paragraph 6.2.
- 6.7 With the exception of the final payment described under paragraph 7, payments do not constitute acceptance of the Services nor relieve the Contractor 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 Contractor's expense.

## 7. Final Payment

When it has been established to DFATD's satisfaction that the Contractor has performed, furnished or delivered all Services required under the Contract, and upon receipt of the certificate stating that all the Contractor's financial obligations to the Personnel or Local Support Staff have been fully discharged, DFATD will pay the balance due against the Contract

#### 8. Right of Set-Off

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 Contractor, DFATD may set off against any amount payable to the Contract 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 Contractor any such amount payable to DFATD by the Contractor which by virtue of the right of set-off, may be retained by DFATD.

#### 9. Interest on Overdue Accounts

- 9.1 In this section:
  - (a) "amount due and payable" means an amount payable by DFATD to the Contractor in accordance with paragraph 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 6.2 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;

RFP Reference # 105343 Page 97 of 126

- (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 6.2.
- 9.2 DFATD will pay at the Contractor's request, simple interest at the bank rate plus 3 percent on any amount overdue.
- 9.3 Interest will not be payable on advance payments.
- 9.4 Interest will only be paid when DFATD is responsible for the delay in paying the Contractor.

## 10. Debts Left in the Recipient Country

If the Contractor, and/or a member of its Personnel leave the Recipient Country without discharging a debt legally contracted there, DFATD may, after giving written notice to the Contractor and conferring with the Contractor in this matter, apply any money payable to the Contract under the Contract toward the liquidation of the debt in question.

RFP Reference # 105343 Page 98 of 126

# ANNEX C -SECURITY REQUIREMENTS CHECK LIST (SRCL)

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

PART A - CONTRACT INFORMATION		ONTRACTUELLE	AND THE PERSON OF THE PARTY OF	Near College College
Originating Government Department of the control of the contr			2. Branch or Directorate / Direction	générale ou Direction
Ministère ou organisme gouvernemen	ntal d'origine Global Affairs C	anada (GAC)	Partnerships for Development I	novation
3. a) Subcontract Number / Numéro du	contrat de sous-traitance	3. b) Name and Add	ress of Subcontractor / Nom et adress	e du sous-traitant
4. Brief Description of Work / Brève des	cription du travail			
from partner government in Official Devel Committee at GAC, the IE will be in charg	opment Assistance eligible countries. se of developing terms of reference to	Following the approval of match the needs to the	g a responsive technical assistance funds to of initiatives by the Technical Assistance Pa best Canadian experts available. The IE wil The IE will be responsible for pre-departure	rtnership Director General hire those experts and deploy
<ol> <li>a) Will the supplier require access to Le fournisseur aura-t-il accès à des</li> </ol>				✓ No Yes Oui
b) Will the supplier require access to Regulations? Le fournisseur aura-t-il accès à des sur le contrôle des données techni      Indicate the type of access required /	s données techniques militaires r ques?		sions of the Technical Data Control nt assujetties aux dispositions du Règl	ement No Yes Oui
6. a) Will the supplier and its employees	require seeses to BROTECTED	andler CLACCIFIED	information or accets?	□ Na □ Vas
	yés auront-ils accès à des rensei he chart in Question 7. c)	gnements ou à des b	iens PROTÉGÉS et/ou CLASSIFIÉS?	No Ves Oui
6. b) Will the supplier and its employees PROTECTED and/or CLASSIFIED Le fournisseur et ses employés (p. à des renseignements ou à des bie	information or assets is permitte ex. nettoyeurs, personnel d'entre	d. etien) auront-ils accè	s à des zones d'accès restreintes? L'a	Non L Oui
besternseignerheits du a des besternseignerheits du a de de des besternseignerheits du a des besternseignerheits du a de	very requirement with no overnig	ht storage?		✓ No Yes Non Oui
7. a) Indicate the type of information tha	t the supplier will be required to	access / Indiguer le ty	pe d'information auguel le fournisseur	devra avoir accès
Canada 🗸		O/OTAN	Foreign / Étr	
		TOTAN	Foreign / Eu	anger 🗸
7. b) Release restrictions / Restrictions				
No release restrictions Aucune restriction relative à la diffusion	All NATO countri Tous les pays de		No release restrictions Aucune restriction rela à la diffusion	
Not releasable À ne pas diffuser		=		
Restricted to: / Limité à :	Restricted to: / Li	mité à :	Restricted to: / Limité	à :
Specify country(ies): / Préciser le(s) pa	Specify country(is	es): / Préciser le(s) pa	sys: Specify country(ies): /	Préciser le(s) pays :
7. c) Level of information / Niveau d'info	rmation			
PROTECTED A	NATO UNCLASS	IEIED -	PROTECTED A	
PROTÉGÉ A	NATO NON CLASS		PROTECTED A PROTÉGÉ A	1
PROTECTED B	NATO RESTRICT		PROTECTED B	
PROTÉGÉ B ✓	NATO DIFFUSIO		PROTÉGÉ B	1
PROTECTED C	NATO CONFIDE		PROTECTED C	
PROTÉGÉ C	NATO CONFIDE		PROTEGÉ C	
CONFIDENTIAL	NATO SECRET	NIIEL L	CONFIDENTIAL	
CONFIDENTIAL	NATO SECRET		CONFIDENTIAL	<b>✓</b>
SECRET	COSMIC TOP SE	CRET	SECRET	
SECRET	COSMIC TOP SE		SECRET	1
TOP SECRET	COSIVIIC TRES S	DEGREI L	TOP SECRET	
TRÉS SECRET			TRÈS SECRET	_
TOP SECRET (SIGINT)			TOP SECRET (SIGIN	Control of the Contro
TRÈS SECRET (SIGINT)			TRÈS SECRET (SIGI	NI) L

RFP Reference # 105343 Page 99 of 126

<b> +</b>	Foreign Affairs, Trade Development Canad
8. Will to Le fo If Yes Dans	(continued) / PAR he supplier require urnisseur aura-t-il a s, indicate the level l'affirmative, indiqu
	he supplier require

Will the supp Le fournisser If Yes, indica Dans l'affirm     Will the supp Le fournisse     Short Title(s Document N	nued) / PARTIE A (suite)  Dier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  ur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  te the level of sensitivity: ative, indiquer le niveau de sensibilité:  Dier require access to extremely sensitive INFOSEC information or assets?  ur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  of material / Titre(s) abrégé(s) du matériel:  lumber / Numéro du document:	V Non
	SONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR) el security screening level required / Niveau de contrôle de la sécurité du personnel requis	
✓ 		
	Special comments:  Commentaires spéciaux :	
Du perso If Yes, w Dans l'a	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 creened personnel be used for portions of the work?  onnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  rill unscreened personnel be escorted?  ffirmative, le personnel en question sera-t-il escorté?	fourni.  No Yes Non Ves Oui  No Ves Oui  No Ves Oui
	EGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)  ON / ASSETS / RENSEIGNEMENTS / BIENS	
11. a) Will the premise	supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or s? isseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou	No Ves Non ✓ Oui
	supplier be required to safeguard COMSEC information or assets? isseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	✓ No Yes Non Oui
PRODUCTIO	IN .	
occur at Les insta	roduction (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment the supplier's site or premises? illations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ ASSIFIÉ?	No Ves Non ✓ Oui
INFORMATIO	N TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
informati Le fourni	supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED ion or data?  isseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des iements ou des données PROTEGÉS et/ou CLASSIFIES?	No Yes Non Voui
Dispose	e be an electronic link between the supplier's IT systems and the government department or agency? ra-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence ementale?	✓ Non Yes Non Oui

RFP Reference # 105343 Page 100 of 126

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

des pièces jointes).

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

Catégorie		OTECT			ASSIFIED LASSIFIÉ			NATO						COMSEC		
	А	В	С	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC		OTECTI ROTÉG		CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRES SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		SECRET COSMIC TRÈS SECRET	A	В	С	CONFIDENTIEL		TRES SECRET
formation / Assets enseignements / Bie	ns V	1		V	V,											
oduction	V	V		V							T					
Media /	V	V	1	/	V											
Link / en électronique	T	1						1			1					
- \ <b>1</b> - <b>4</b>	-1					- CDCL F	DOTESTED		CIFIEDO					r	N	
La description	on du	trava	ail vis	rork contained sé par la prése by annotating fier le présen	ente LVER	RS est-elle	e de nature F om in the are	PROTÉGÉE et a entitled "S	ou CLAS	lassificat	ion". ntitul	ée		[	✓ No Non	
If Yes, class Dans l'affin	ify th	trava nis fo e, cla	ail vis orm assi	sé par la prése by annotating	ente LVER g the <b>top</b> a t formulai	RS est-elle and botto ire en inc	e de nature F om in the ard diquant le ni	PROTÉGÉE et a entitled "S	ou CLAS	lassificat	ion". ntitul	ée				
La description  If Yes, class  Dans l'affiri  « Classifica  b) Will the don	ify the	trava nis fo e, cla de se ntatio	orm assi écur	sé par la prése by annotating fier le présen ité » au haut	the top a t formulai et au bas	RS est-elle and botto ire en ind du formi	e de nature F om in the ard diquant le ni ulaire. CTED and/or	PROTÉGÉE et ea entitled "S veau de sécu CLASSIFIED?	dou CLAS ecurity C rité dans	lassificat	ion". ntitul	ée		[		

RFP Reference # 105343 Page 101 of 126

# **ANNEX D - EVALUATION CRITERIA**

# **Mandatory Requirements**

Mandatory Requirements	Submission Requirements
Requirement 1– Proposals must be received by the DFATD Point of Contact by the RFP Closing Time at the email address specified on the title page of this RFP.	See RFP Closing Time on Title Page of RFP Instructions
Requirement 2 – Submission Letter The Bidder (including each member of any group who is submitting a bid) must complete and sign the Technical Submission Letter (Form 1 in Annex E – Forms and Tables.	Annex E- Form 1 – Technical Proposal Submission Form
Requirement 3 - Certifications Canadian Entity Eligibility The Bidder must be validly registered as a Canadian entity or individual in the Government of Canada's Supplier Registration Information as described in Part 6, 6.1.1 of the RFP.	Annex E- Form 1 – Technical Proposal Submission Form and supporting documentation described in Part 6,6.1.2
Requirement 4: Procurement Business Number The Bidder must submit its Procurement Business Number as described in Part 6, 6.1.2	Annex E- Form 1 – Technical Proposal Submission Form
Requirement 5- Certifications Integrity Provisions The Bidder certifies that it complies with the Integrity Provisions – Declaration of Convicted Offences as described in Part 6, 6.1.3 of the RFP.	Annex E- Form 1 – Technical Proposal Submission Form and the Integrity Declaration Form is submitted to PWGSC as per Part 6, 6.1.2 (c) ii.
Requirement 6 – Certifications Code of Conduct for Procurement The Bidder certifies that it complies with the Code of Conduct for Procurement in accordance with Part 6, 6.1.4 of the RFP.	Annex E- Form 1 – Technical Proposal Submission Form
Requirement 7- Certifications Anti-Terrorism Requirement The Bidder certifies that it complies with the Anti-terrorism Requirement as described in Part 6, 6.1.5 of the RFP.	Annex E- Form 1 – Technical Proposal Submission Form
Requirement 8 – Certifications Economic Sanctions and Other Trade Controls	Annex E- Form 1 – Technical Proposal Submission Form
The Bidder certifies that it complies with Part 6, 6.1.6 of this RFP.	
Requirement 9 – Certifications Conflict of Interest – Unfair Advantage The Bidder complies with the Conflict of Interest - Unfair Advantage requirements in accordance with Part 6, 6.1.7 of the RFP.	Annex E- Form 1 – Technical Proposal Submission Form
Requirement 10 – Certifications Education, Language and Experience The Bidder certifies that it complies with the Education, Language and Experience requirements in accordance with Part 6, 6.1.8 of the RFP.	Annex E- Form 1 – Technical Proposal Submission Form

RFP Reference # 105343 Page 102 of 126

Requirement 11 – Certification Requirements Availability of Resources The Bidder certifies that it complies with the Availability of Resource Requirements as described in Part 6,6.1.9 of the RFP.	Annex E- Form 1 – Technical Proposal Submission Form
Requirement 12– Certification Requirements Federal Contractors Program for Employment Equity The Bidder certifies that it complies with the Federal Contractors Program for Employment Equity as described in Part 6,6.1.10 of the RFP.	Annex E- Form 1 – Technical Proposal Submission Form
Requirement 13 – Certifications Former Canadian Public Servant Certification The Bidder confirms that it complies with the requirements for Former Canadian Public Servant Certification in accordance with Part 6, 6.1.11 of the RFP.	Annex E- Form 1 – Technical Proposal Submission Form
Requirement 14 – Certifications Lobbyist The Bidder certifies that it complies with the requirements related to Lobbyists, as described in Part 6, 6.12 of the RFP.	Annex E- Form 1 – Technical Proposal Submission Form
Requirement 15– Certifications Indigenous Firms If the Bidder is an Indigenous firm, the Bidder must be registered with the Indigenous Supplier Directory of Indigenous Services Canada and must ensure that all information submitted with this RFP corresponds to the information in the Directory.	Annex E- Form 1 – Technical Proposal Submission Form

# **Rated Requirements**

Evaluation Criteria – Technical Component	Total Score 500
Requirement A – Bidder's Experience in Managing and Implementing International Development Projects (up to 60 points per project or 120 points in total)	
Up to a maximum of 3 pages per project/6 pages in total	
Using form 2 – Bidder's Experience to be found in Annex E of this RFP, the Bidder should demonstrate its relevant experience in managing and executing large and complex international development programs focused on delivering technical assistance (TA) to government institutions in developing countries of a similar scope and complexity to this Project. In responding to the above, and without limiting its generality, the Bidder should submit and describe in a clear narrative citing specific examples of sub-activities of two such projects executed within the last seven years (2013-2020). The project activities should be at least 60% completed during this period. (up to 60 points per project).	
<ul> <li>Additionally, the Bidder should clearly describe for each project:</li> <li>A breakdown of countries and continents that have been covered by the organization;</li> <li>The number of direct employees who worked on the project;</li> <li>The total and annual project volume in CAD dollars;</li> <li>The results achieved and experience in disseminating such results and managing a communication strategy; and</li> <li>A contact name (sponsor, donor) for the project who can confirm the activities and results presented.</li> </ul>	

RFP Reference # 105343 Page 103 of 126

or thou	purpose of this criterion,	+
	cope" means (up to 22 points):	44
a)	Value of the project in Canadian dollars: Minimum \$2 million. Full points for \$15 million and	
	more. (Up to 4 points)	
	Points will be awarded as follows:	
	<ul> <li>Project Value of \$1-\$1,999,999- 0 points</li> </ul>	
	<ul> <li>Project Value of \$2M-\$5M – 1 point;</li> </ul>	
	<ul> <li>Project Value of \$6M-\$10M – 2 points;</li> </ul>	
	<ul> <li>Project value of \$10M-\$14M – 3 points;</li> </ul>	
	<ul> <li>Project Value of \$15M and above – 4 points.</li> </ul>	
b)	Geographic multiplicity. Full points for 7 and more foreign countries (Up to 4 points)	
	Points will be awarded as follows:	
	●1 foreign country – 1 point;	
	•2-3 foreign countries – 2 point;	
	•4-6 foreign countries – 3 points;	
	•7 + foreign countries – 4 points.	
c)	Geographic distribution.	
	Points will be awarded as follows:	
	•1 point per region. (Up to 4 points)	
	"Regions" mean North America, Latin America, the Caribbean, Western Europe, Eastern	
	Europe, North Africa and the Middle East, Sub-Saharan Africa, Central and South Asia,	
	Eastern and South-Eastern Asia, and Pacific	
d)	Duration of the project. Minimum project duration of 2 years, full points for 4 years and more.	
	The Bidder should clearly show the start month and year of the project and the end month and	
	year of the project. (Up to 3 points)	
	Points will be awarded as follows:	
	• 2 years – 1 point;	
	• 3 years – 2 points;	
	• 4 years and more – 3 points.	
e)	Experience in managing multiple technical assistance initiatives or expert deployments (Up to	
	4 points)	
	Points will be awarded as follows:	
	<ul><li>◆1-10 TA initiatives or expert deployments per year of execution – 1 point;</li></ul>	
	<ul> <li>◆11-20 TA initiatives or expert deployments per year of execution – 2points;</li> </ul>	
	<ul> <li>◆21-30 TA initiatives or expert deployments per year of execution – 3 points;</li> </ul>	

RFP Reference # 105343 Page 104 of 126

		•31+ TA initiatives or expert deployments per year of execution – 4 points.	
		"Technical assistance initiative" and "expert deployment" mean: i) one or multiple deployments of a Canadian expert or of several Canadian Experts to foreign countries to deliver technical assistance; ii) a technical visit to Canada of a delegation of government officials from recipient national entities; and iii) a combination of i) and ii	
	f)	Experience in delivering technical assistance to recipient government national entities in English, French and any other UN official language. (Up to 3 points)	
		Points will be awarded as follows:  •1 point for delivering TA in English  •1 point for delivering TA in French  •1 point for delivering TA in any other UN languages (Spanish, Russian, Arabic, Chinese)	
ii)	"Co	mplexity" means (up to 38 points per project or 76 points)	76
	a)	Experience in establishing a system for a cost-effective TA initiative or expert deployment execution with consideration for accountability for results, local context and risks. (Up to 8 points)	
		Points will be awarded as follows:  •1 point (Up to 8 points) will be given for each sub-element of that system relevant to this sub-criteria.	
	b)	Experience in recruiting experts with professional credentials from the private sector, civil society, academia and government (Up to 4 points)	
		Points will be awarded as follows:  •1 point for each category or group	
	c)	Experience in using diverse capacity-building techniques in delivering technical assistance (Up to 3 points)	
		The Bidder's experience will be assessed on its appropriateness and completeness.  •Appropriate means relevant to this Project, effective and efficient.  •Complete means comprehensive and detailed.	
		Points will be awarded as follows:  •1 point per technique including, but not limited to the following:  o professional accompaniments (coaching, mentoring)  o in class training, distance training, advisory supports, training manuals and modules, policy research, institutional development  o technical visits or study tours to Canada.	
	d)	Experience in managing the ethical conduct, prevention of sexual exploitation and abuse (PSEA), and duty of care of Canadian Experts, including in countries in fragile and conflict-affected situations (FCAS) ( <b>Up to 5 points</b> )	

RFP Reference # 105343 Page 105 of 126

	The Bidder's experience will be assessed on completeness.  •Complete means comprehensive and detailed.	
	•Complete means comprehensive and detailed.	
	Points will be awarded as follows:	
	•1 point for each category: ethical conduct, PSEA, duty of care	
	•2 points for experience in FCAS context	
e)	Experience of liaison and coordination activities with different type of recipient national	
	government entities in, developing terms of reference, planning and executing technical	
	assistance initiatives. (Up to 6 points)	
	The Bidder's experience will be assessed on completeness.	
	Complete means comprehensive and detailed.	
	Points will be awarded as follows:	
	•Up to 2 points for each comprehensive and detailed illustration of the Bidder's	
	experience of liaison and coordination activities (ToRs, planning, execution of TA	
	mandates) with each type of government national entity such as ministry, agency, SOE,	
	and independent commissions or boards. To be awarded points each illustration should be with a different type of government entity.	
	be with a different type of government entity.	
f)	Experience in deployment of experts to deliver technical assistance in themes aligned with	
	Canada's Feminist International Assistance Policy's action areas. (Up to 3 points)	
	Points will be awarded as follows:	
	●1 point per FIAP action area	
g)	Experience of effective integration of crosscutting themes and considerations of gender	
	equality, environment, human rights or governance. (Up to 4 points).	
	Points will be awarded as follows:	
	•Up to 2 points for a clear illustration of effective integration of gender equality in the	
	project	
	• Up to 1 point for a clear illustration of effective integration of environment in the project	
	<ul> <li>Up to 1 point for a clear illustration of effective integration of human rights or governance in the project</li> </ul>	
h)	Experience of embedding a communication and public engagement strategy in the project of	
,	similar scope and complexity including but not limited to the types of activities completed	
	which the Bidder considers appropriate to this Project. (Up to 5 points)	
	The Bidder's experience will be assessed on its appropriateness and completeness.	
	Appropriate means relevant, effective and/or efficient.	
	Complete means comprehensive, diverse and detailed.	
	1	
	Points will be awarded as follows:	
	Points will be awarded as follows:  •1 point per appropriate communication or public engagement activity described in a comprehensive and detailed manner (Up to 4 points)	

RFP Reference # 105343 Page 106 of 126

	Possible Total for Requirement A – Bidder's Experience in Managing and Implementing International Development Projects (up to 60 points per project or 120 points)	120
Requ	uirement B – Bidder's Proposed Methodology/Approach to Implement the Project (up to 215	
Takin propo	ng into consideration all aspects of the Statement of Work, the Bidder should submit a narrative osal (Up to a maximum of 12 pages in total) detailing their approach to implementing this Project, address the following points:	
i)	Describe how the Bidder, with streamlined processes and timelines, will recruit and contract Canadian experts, from the moment DTATD issues a tasking to the Implementing Entity (IE). In its description, the Bidder also should describe how it will recruit experts representative of Canada's diversity, with relevant credentials and expertise in all six FIAP policy action areas, from the public sector, private sector, civil society and academia, following sound procurement principles and practices to provide best value to the Government of Canada. (up to 48 points)	48
	The Bidder's proposed approach will be assessed on its appropriateness, completeness, and clarity.  • Appropriate means relevant, effective and efficient.  • Complete means comprehensive and detailed.  • Clarity means structured and logical.	
ii)	Describe how the Bidder will liaise, including such items as activities, methods and strategies, with recipient government national entities and participating Canadian missions abroad for the planning and execution of TA initiatives. (up to 25 points).	25
	The Bidder's proposed approach will be assessed on its appropriateness, completeness, and clarity.  Appropriate means relevant, effective and efficient.  Complete means comprehensive and detailed.  Clarity means structured and logical.	
iii)	Describe how the Bidder will determine appropriate training needs for each deployment, what that training might be and how they will provide necessary pre-deployment training and briefing of Canadian Experts. (up to 10 points)	10
	<ul> <li>The Bidder's proposed approach will be assessed on its completeness and clarity.</li> <li>Appropriate means relevant, effective and efficient.</li> <li>Complete means comprehensive and detailed.</li> <li>Clarity means structured and logical.</li> </ul>	
iv)	Describe how the Bidder will manage local logistics for the Technical Assistance Initiatives, including in countries in fragile and conflict-affected situations and what considerations they would address in their management efforts. (up to 10 points)	10
	<ul> <li>The Bidder's proposed approach will be assessed on its appropriateness and completeness.</li> <li>Appropriate means relevant, effective and efficient.</li> <li>Complete means comprehensive and detailed.</li> </ul>	
v)	Describe how the Bidder will organize technical visits/study tours to Canada ( <b>up to 15 points</b> )  The Bidder's proposed approach will be assessed on its appropriateness, completeness and clarity.  • Appropriate means relevant, innovative, effective and efficient.  • Complete means comprehensive and detailed.	15

RFP Reference # 105343 Page 107 of 126

•	Clarity means structured and logical.	
		15
The • •	Bidder's proposed approach will be assessed on its appropriateness, completeness and clarity Appropriate means relevant, innovative, effective and/or efficient. Complete means comprehensive and detailed. Clarity means structured and logical.	
Poir •	nts will be awarded as follow:  3 points per relevant, innovative and cost-effective measure to deliver TA (up to 9 points)  Consideration for different travel restriction contexts. (up to 6 points)	
com	nmunications and public engagement requirements with diverse Canadian stakeholder	43
	ity.	
	<ul> <li>Appropriate means relevant, innovative, effective and efficient;</li> <li>Complete means comprehensive, varied and detailed.</li> <li>Clarity means structured and logical.</li> </ul>	
Poir	nts will be awarded as follow:	
a)	Defined appropriate objectives for communications and public engagement (up to 6 points)	
b)	Propose varied and appropriate tactics of communication and public engagement that are logical and coherent with their objectives (up to 14 points):  - Tactics of communications (up to 7 points)  - Tactics of public engagement (up to 7 points)	
c)	Demonstrate consideration of diversity of targeted audience in strategies and activities (up to 12 points)	
d)	Demonstrate strategic and creative thinking (up to 5 points)	
	Points will be awarded as follow:  • Strategic/ up to 3 points  • Creative/up to 2 points	
e)	Monitor and Report on the communications and public engagement activities and results (up to 6 points)	
		15
Mea TAF	asurement Framework) in Annex E of this RFP with one corresponding indicator for each of P-EDM's outcome statements, along with the identification of their baselines, targets, sources of	
The	Bidder's proposed approach will be assessed on its appropriateness.  Appropriate means that the proposed indicators are SMART (specific, measurable, attainable, relevant, time-bound).	
Poir	nts will be awarded as follow:	
	Dess sever the s	Describe how the Bidder will plan, organize and deliver technical assistance in the context of severe international travel restrictions (up to 15 points)  The Bidder's proposed approach will be assessed on its appropriateness, completeness and clarity

RFP Reference # 105343 Page 108 of 126

	<ul> <li>Up to 3 points per appropriate outcome indicator (5 outcome indicators)</li> </ul>	
ix)	Describe how the Bidder will integrate each cross-cutting theme of gender equality, environment and governance/human rights into all elements and phases of the Project execution, identifying the related challenges and tactics to meet the requirement. (up to 24 points)	24
	<ul> <li>The Bidder's proposed approach will be assessed on its appropriateness, completeness, and clarity.</li> <li>Appropriate means relevant, effective and efficient.</li> <li>Complete means comprehensive and detailed.</li> <li>Clarity means structured and logical.</li> </ul>	
	Points will be awarded as follow:  Gender equality= up to 12 points  Governance = up to 6 points  Environment = up to 6 points	
x)	Describe the Bidder's proposed approach to risk management for the following identified risks (up to 10 points)	10
[	a) Political Risks – Developing Country Context: There is a risk that the political situation may change in a recipient ODA-eligible country (such as a coup d'état, election, change of government, civil unrest) which may affect the planning or the execution of the activities, and ultimately the achievement and sustainability of development results. (up to 5 points)	
	b) Human Resource Risk – Availability: There is a risk that the specialization and/or profile of the expertise needed to achieve particular outcomes may not be available in Canada. (up to 5 points)	
	<ul> <li>The Bidder's proposed management approach to each risk will be assessed on its appropriateness, completeness, and clarity.</li> <li>Appropriate means relevant, effective and/or efficient. (up to 2 points)</li> <li>Complete means comprehensive and detailed. (up to 2 points)</li> <li>Clarity means structured and logical. (1 point)</li> </ul>	
	Possible Total for Bidder's Proposed Methodology/Approach to Implement the Project	215

Bid	der's	s Proposal for Personnel in Core Positions (Requirements C-G – up to 165 points)	
Rec	quire	ment C -Project Director (based in Canada) (up to 55 points)	55
prop the exal for what cert	pose CV, mple worki	orm 3 found in Annex E of the RFP, the Bidder should provide the CV (max 2 pages) of the d Project Director. The CV will be evaluated based on the Criteria described below. In addition to the Bidder should provide a short narrative description (max 1 page) demonstrating with clear as the proposed individual's qualification and experience in each of the functions below. The dates ing on each project should be noted from starting month to ending month and should indicate reentage of each month was dedicated to the project described. Note that copies of diplomas and les must be provided with the RFP in accordance with Part 6 - Certifications of the RFP ons.	
i)	Qua	alification (Up to 15 points)	
	a)	The proposed individual must be bilingual, and must have a Bachelor's degree in any discipline. A Bachelor's degree in a relevant discipline and a Master's degree in a relevant discipline are considered an asset ( <b>up to 10 points</b> ).	
		Points will be awarded as follow:	

RFP Reference # 105343 Page 109 of 126

A Bachelor Degree in a relevant discipline = 5 points A Master Degree and higher a relevant discipline = 5 points For the purpose of this criterion, "bilingual" means the following minimal level of language proficiencies, described in the SoW-Appendix D, for both English and French. Oral = 4 - Advanced Professional Proficiency Reading = 4 - Advanced Professional Proficiency Writing = 4 – Advanced Professional Proficiency For the purpose of this criterion, "relevant discipline" means engineering or social sciences (for example, business administration, public administration, human resources, law, economics, industrial relations, or international development). Additional points (up to 5 points) will also be awarded for a relevant professional accreditation (3 points) and for professional development (2 points) completed by the proposed individual in the past ten (10) years (including training, publications, and research) related to: international project management public policy public administration institutional capacity development **Experience (Up to 40 points)** The proposed individual should have at least forty-eight (48) months experience (including at least 24 months consecutive) in: representing, as head of organization or as a senior executive (such as chief executive officer, president, director general, partner, project director) of a private enterprise, civil society organization or government institution in the context of the execution of multi-year complex international development projects. (5 points) carrying out the following functions in the context of the overall direction of multi-year complex international development projects (up to 15 points): senior-level representational responsibilities (3 points); i. ii. high-level strategic project planning (3 points): oversight of project implementation (3 points): iii. management oversight of human and financial resources and procurement (3 points); iv. management oversight of progress and financial reporting (3 points). ٧. leading multi-year complex international development projects related to public sector reform and governmental institutional capacity-building. Projects focused on one or more of Canada's FIAP action areas would be an asset (up to 10 points); Points will be awarded as follow: Experience with projects in: public sector reform (4 points); with governmental institutional capacity-building (4 points); in FIAP action areas (2 points) managing stakeholder relations in recipient countries, preferably with government national entities in ODA-eligible countries at senior levels senior as such director level and up (up to 5 points) Points will be awarded as follow: Experience in managing relations with local stakeholders (2 points); with government stakeholders (2 points); and with government national entities (1 point)

RFP Reference # 105343 Page 110 of 126

	e)	leading multi-year complex international development projects funded by the Government of Canada (5 points).	
		y-eight months (48) mentioned above is the threshold at which the criteria described above will be d. No additional points will be awarded for more years.	
inte clos	rnati	ourpose of this criterion, "multi-year complex international development project" means onal development projects of at least three (3) years in duration in the last 10 years from the date of this RFP and of a value of at least five million Canadian dollars (\$5M). The experience we been acquired in the context of different projects.	

Red	auiren	nent D – Project Manager 1 (based in Canada)	30	
Usi pro the exa eac eac	ng For posed Bidde amples th proje th mor	m 3 found in Annex E of the RFP the Bidder should provide the CV (2 pages Up to) of the Project Manager. The CV will be evaluated based on the following criteria below. In addition, r should provide a short narrative description (maximum 1 page) demonstrating with clear the proposed individual's experience in each of the above functions. The dates for working on ect should be noted from starting month to ending month and should indicate what percentage of the was dedicated to the project described. Note that copies of diplomas and certificates must be with the RFP in accordance with Part 6 - Certifications of the RFP Instructions.		
i)	Qual	ification (Up to 10 points)		
	a)	The proposed individual must be bilingual, and must have a Bachelor's degree in any discipline. A Bachelor's degree in a relevant discipline, a Master's degree in a relevant discipline, and professional accreditation in a relevant discipline are considered an asset. (up to 10 points)		
		Points will be awarded as follow:		
		<ul> <li>A Bachelor Degree in a relevant discipline = 2 points</li> </ul>		
	A Master Degree and higher in a relevant discipline = 5 points			
	A professional accreditation in a relevant discipline = 3 points			
	For the purpose of this criterion, "bilingual" means the minimal level of language proficiencies described in the SoW-Appendix D, for both English and French			
	Oral = 4 – Advanced Professional Proficiency			
Reading = 4 – Advanced Professional Proficiency				
		Writing = 4 – Advanced Professional Proficiency		
		For the purpose of this criterion, " <b>relevant discipline</b> " means social sciences (for example, business administration, project management, economics, political sciences, international studies or international development).		
ii)		erience (Up to 20 points)		
	The proposed individual should have at least thirty-six (36) months experience:			
	a) In each of the following functions in the context of <b>management</b> (2 points of the possible 3 allotted for each of the sub-criterion i to iv below), preferably in one or more multi-year complex			
	international development projects (1 point of the possible 3 points allotted for each of the sub-			
	criterion i to iv below), that include: <b>(up to 12 points)</b> i. Linking technical assistance requests with appropriate expertise; (up to 3 points)			
		ii. Liaising, negotiating and coordinating multiple TA mandates/activities with the		
		participation of multiple local stakeholders and partners such as governments national		
		entities and local development programs or missions; (up to 3 points)  iii. Result-based narrative and financial reporting, including the reporting of best practices		
		and lessons learned; (up to 3 points)		

RFP Reference # 105343 Page 111 of 126

		iv. Ensuring project-level gender equality, environment, governance considerations are integrated. (up to 3 points)	
	b)	In managing multiple short-term TA mandates or expert deployments (full points for 10 or more short-term mandates or expert deployments per year) ( <b>up to 4 points</b> )	
		Points will be awarded as follow:	
		1-3 TA mandates or expert deployments =1 point;	
		<ul> <li>4-6 TA mandates or expert deployments =2 points;</li> </ul>	
		<ul> <li>7-9 TA mandates or expert deployments =3 points;</li> </ul>	
		10+ TA mandates or expert deployments = 4 points	
	c)	In coordinating TA initiatives or expert deployments in a multitude of developing countries from a central headquarters hub in Canada (full points for 7 developing countries) ( <b>up to 4 points</b> ).	
		Points will be awarded as follow:	
		1-2 countries = 1 point	
		• 3-4 countries = 2 points	
		<ul> <li>5-6 countries = 3 points</li> </ul>	
		• 7+ countries = 4 points	
		-six (36) months mentioned above is the threshold at which the criteria described above will be . No additional points will be awarded for more years.	
res bee	ources en acq	nent includes: ensuring individual mandates are on track to achieve overall project goals; human are properly deployed and tasked to achieve overall project goals. The experience may have uired in the context of different international development projects.  m mandate means less than 12 months/52 weeks.	
in d	luratio	ear and complex international development project means a project that of a least three (3) years in the last 10 years from the closing date of the RFP and of a value of at least five million dollars (\$5M).	

Re	quire	ement E – Project Manager 2 (based in Canada)	25
Usi pro the the pro mo	ng Fopose Bidd prop ject s	orm 3 found in Annex E of the RFP, the Bidder should provide the CV (max 2 pages) of the ad Project Manager. The CV will be evaluated based on the following criteria below. In addition, the should provide a short narrative description (max 1 page) demonstrating with clear examples posed individual's experience in each of the above functions. The dates for working on each should be noted from starting month to ending month and should indicate what percentage of each was dedicated to the project described. Note that copies of diplomas and certificates must be divided with the RFP in accordance with Part 6 - Certifications of the RFP Instructions.	
i)	Qua	alification (Up to 5 points)	
	a)	The proposed individual must be fully proficient in either English or French, and must have a Bachelor's degree in any discipline. A Bachelor's degree in a relevant discipline, a Master's degree in a relevant discipline, and professional accreditation in a relevant discipline are considered an asset. ( <b>up to 5 points</b> )	
		<ul> <li>Points will be awarded as follow:</li> <li>A Bachelor Degree in a relevant discipline = 1 point</li> <li>A Master Degree and higher in a relevant discipline = 2 points</li> <li>A professional accreditation in a relevant discipline = 2 points</li> <li>For the purpose of this criterion, "fully proficient" means the minimal level of language proficiencies, described in the SoW-Appendix D, for either English and French.</li> </ul>	

RFP Reference # 105343 Page 112 of 126

		Donding F Educated Native Proficionay	
		Reading = 5 – Educated Native Proficiency Writing = 5 – Educated Native Proficiency	
		Withing = 3 Educated Walive Frontieries	
		For the purpose of this criterion, "relevant discipline" means social sciences (for example,	
		business administration, project management, economics, political sciences, international	
		studies or international development).	
		,	
i)	Exp	perience (Up to 20 points)	
		proposed individual should have at least thirty-six (36) months experience:	
	a)	In each of the following functions in the context of <b>management</b> (2 points of the possible 3	
		allotted for each of the sub-criterion i to iv below), preferably in one or more multi-year complex	
		international development projects (1 point of the possible 3 points allotted for each of the sub-	
		criterion i to iv below), that include: (up to 12 points)	
		i. Linking technical assistance requests with appropriate expertise; (up to 3 points)	
		ii. Liaising, negotiating and coordinating multiple TA mandates/activities with the	
		participation of multiple local stakeholders and partners such as governments national	
		entities and local development programs or missions; (up to 3 points)	
		iii. Result-based narrative and financial reporting, including the reporting of best practices	
		and lessons learned; (up to 3 points)	
		iv. Ensuring project-level gender equality, environment, governance considerations are	
		integrated. (up to 3 points)	
	b)	In managing multiple short term TA mandates or expert deployments (full points for 10 or more	
	b)	In managing multiple short-term TA mandates or expert deployments (full points for 10 or more short-term mandates or expert deployments per year) ( <b>up to 4 points</b> )	
		short-term mandates of expert deployments per year) ( <b>up to 4 points</b> )	
		Points will be awarded as follows:	
		1-3 TA or expert deployments =1 point;	
		4-6 TA or expert deployments =2 points;	
		7-9 TA or expert deployments =3 points;	
		10+ TA or expert deployments = 4 points	
		TOT THE EXPORT GOPIO STREET A POINTS	
	c)	In coordinating TA mandates or expert deployments in a multitude of countries from a central	
		headquarters hub in Canada (full points for 7 developing countries) (up to 4 points).	
		Points will be awarded as follows:	
		• 1-2 countries = 1 point	
		• 3-4 countries = 2 points	
		• 5-6 countries = 3 points	
		• 7+ countries = 4 points	
The	) thirt	ey six (26) months montioned above is the threshold at which the criteria described above will be	
		cy-six (36) months mentioned above is the threshold at which the criteria described above will be ad. No additional points will be awarded for more years.	
ass	0000	d. No additional points will be awarded for more years.	
Mai	nage	ment includes: ensuring individual mandates are on track to achieve overall project goals; human	
		es are properly deployed and tasked to achieve overall project goals. The experience may have	
		quired in the context of different international development projects.	
	Short-term mandate means less than 12 months/52 weeks.		
Αm	nulti-y	year and complex international development project means a project of at least three (3) years in	
	duration in the last 10 years from the closing date of the RFP and of a value of at least five million		
Canadian dollars (\$5M).			

Requirement F - Communication and Public Engagement Manager (based in Canada)	30
Using Form 3 found in Annex E of the RFP, the Bidder should provide the CV (max 2 pages) of the	
proposed Communication and Public Engagement Manager. The CV will be evaluated based on the	

RFP Reference # 105343 Page 113 of 126

criteria described below. The Bidder should provide a short narrative description (max 1 page) demonstrating with clear examples the proposed individual's experience in each of the above functions. Note that copies of diplomas and certificates must be provided with the RFP in accordance with Part 6 - Certifications of the RFP Instructions.

#### i) Qualification (Up to 10 points)

The proposed individual must be bilingual, and must have a Bachelor's degree in any discipline. A Bachelor's degree in a relevant discipline, a Master's degree in a relevant discipline and a professional accreditation in a relevant discipline are considered an asset (up to 10 points).

Points will be awarded as follow:

- A Bachelor Degree in a relevant discipline = 2 points
- A Master Degree and higher in a relevant discipline = 5 points
- A professional accreditation in a relevant discipline = 3 points

For the purpose of this criterion, "bilingual" means the minimal level of language proficiencies described in the SoW-Appendix D for both English and French.

Oral = 4 – Advanced Professional Proficiency Reading = 4 – Advanced Professional Proficiency Writing = 4 – Advanced Professional Proficiency

For the purpose of this criterion, "relevant discipline" means social sciences (for example, communication, journalism, adult education, sociology, marketing, or international development). If the degree or professional accreditation is not one of these disciplines, the Bidder should demonstrate how the proposed individual's degree or professional accreditation could be considered a relevant discipline.

#### ii) Experience (Up to 20 Points)

The proposed individual should have at least thirty-six (36) months experience in leading the design and implementation of a multi-year and complex communication or public engagement strategy, in the context of management (2 points of the possible 3 points allotted for each criterion a to e below), preferably in the context of multi-year and complex international development (1 point of the possible 3 points allotted for each criterion a to e below) with financial management responsibilities (**up to 20 points**), that included:

- a) a dedicated website or webpage (up to 3 points):
- **b)** social media engagement activities (up to 3 points);
- c) participation in knowledge sharing or community of practice events (up to 3 points);
- d) supporting the publication/dissemination of success stories or experience sharing on written and/or audio-visual media (up to 3 points);
- e) supporting during and post-deployment social media and/or speaking engagement activities of participating experts (volunteers, advisors, interns) in public events such as conferences, seminars, and/or human libraries (up to 3 points).
- f) Experience in implementing Communications or Public Engagement strategies reaching out to both English and French speaking communities (4 points) in Canada, and to other non EN-FR speaking audiences (1 point) (up to 5 points)

The thirty-six (36) months mentioned above is the threshold at which the criteria described above will be assessed. No additional points will be awarded for more years.

A multi-year and complex communication or public engagement strategy means a strategy that was executed for 12 months or more; and with financial management responsibilities for execution of the communication or public engagement activities.

A multi-year and complex international development project means a project of at least three (3) years in duration in the last 10 years from the closing date of the RFP and of a value of at least five million Canadian dollars (\$5M).

RFP Reference # 105343 Page 114 of 126

Requirement G – Project Coordinator (based in Canada)			25
prop des with Not	posed cribe clea e tha	orm 2 found in Part 4 of the RFP, the Bidder should provide the CV (max 2 pages) of the d Project Coordinator (based in Canada). The CV will be evaluated based on the criteria d below. The Bidder should provide a short narrative description (max 1 page) demonstrating or examples the proposed individual's experience in each of the above functions. It copies of diplomas and certificates must be provided with the RFP in accordance with Part 6 tions of the RFP Instructions.	
i)		Alification (Up to 5 points)	
,		(op as a passion)	
	a)	The proposed individual must have at least a higher education (college, university) degree or certificate in any discipline. A university undergraduate degree in a relevant discipline and an accounting designation are considered an asset (up to 5 points).	
		Points will be awarded as follow:	
		University undergraduate degree in a relevant discipline= 3 points	
		<ul> <li>accounting designation = 2 points</li> </ul>	
		For the purpose of this criterion, " <b>relevant discipline</b> " means social science (for example, business administration, trade, statistics, economics, or international development) or an accounting designation. If the degree or certificate is not in one of these disciplines, the Bidder should demonstrate how the proposed individual's degree or certificate could be considered a relevant discipline.	
ii)		erience (Up to 20 points)	
		proposed individual should have at least twenty-four (24) months experience:  In each of the following functions in the context of coordination (1 point of the possible 2 points	
	a)	allotted for each of the sub-criterion i to v below ) preferably in one or more multi-year complex international development projects (1 point of the possible 2 points allotted for each of the sub-criterion I to v below.) <b>Up to 10 points</b>	
		<ul> <li>i) project financial reporting and forecasting (up to 2 points); of the possible 3 points allotted for each of the sub-criterion i to iv below</li> <li>ii) travel arrangement (up to 2 points);</li> <li>iii) arrangement of local logistics (accommodation, transport, interpreter, rental of venues) (up</li> </ul>	
		to 2 points); iv) procurement of goods and services (up to 2 points);	
		v) maintenance of project files (up to 2 points).	
	b)	In coordinating projects with dispersed resources in a multitude of foreign countries from a central headquarters hub in Canada (full points for 7 foreign countries and more) ( <b>up to 5 points</b> ).	
		Points will be awarded as follow:	
		• 1-3 countries = 1 point	
		<ul> <li>4-6 countries = 3 points</li> <li>7 and more countries = 5 points</li> </ul>	
		I and more countries = 5 points	
	c)	In coordinating multiple short-term travels or deployments for purposes such as TA, feasibility studies, commercial fairs or conferencing purposes) in foreign countries (full points for 13 short-term travels or deployments and more per year) ( <b>up to 5 points</b> )	
		Points will be awarded as follow:	
		<ul> <li>1-3 travels or deployments = 1 points</li> </ul>	
		4-6 travels or deployments = 2 points     7.0 travels or deployments = 3 points	
		7-9 travels or deployments = 3 points	

RFP Reference # 105343 Page 115 of 126

10-12 travels or deployments = 4 points	
13 and + travels or deployments = 5 points	
For the purpose of this criterion, "coordination of multi-year international development projects" means the individual is participating in the functions listed above in relation to one or more international development project of a least three (3) years in duration in the last 10 years from the closing date of the RFP and of a value of at least five million Canadian dollars (\$5M).  Coordination of logistics and finance means: ensuring that all logistical, financial, administrative, reporting, procurement and records management activities are in place to support the achievement of overall project goals. The experience may have been acquired in the context of different projects. Short-term mandate means less than 12 months/52 weeks.  The twenty-four (24) months mentioned above is the threshold at which the criteria described above will	
be assessed. No additional points will be awarded for more years.	
Possible Total for Personnel in Core Positions	165
Grand Total	500
Passing Mark	350

RFP Reference # 105343 Page 116 of 126

#### **ANNEX E - FORMS and TABLES**

The following forms and tables are proposed by DFATD for the use of the bidder in the preparation of their technical proposal in order to provide a standard format in order to facilitate evaluation.

# FORM 1 – TECHNICAL PROPOSAL SUBMISSION FORM – Bidder Information and Acceptance of Terms and Conditions

Bidders, including each Member if the Bidder is a consortium or joint venture, who submit a Proposal agree to be bound by the instructions, clauses and conditions of the RFP and accept the clauses and conditions of the resulting Contract. By submitting a Proposal, a Bidder, including each Member if a Proposal is submitted by a consortium or joint venture, certifies that:

- (a) it has read the Certifications included in Part 6 in their entirety and that it certifies its compliance with all the required certifications and information above as is without modifications, deletions or additions;
- (b) it has responded to this RFP in an honest, fair and comprehensive manner and all the information presented has been verified to be true and accurate and reflect its capacity to satisfy the requirements stipulated in the RFP and Contract and
- (c) it is not a government entity or government-owned enterprise in any potential Recipient Country as described in the Statement of Work; and
- (d) agree that for any Contract resulting from the RFP, DFATD will publicly disclose the name of the Bidder with which DFATD executes a Contract and the value of the Contract.

**[Guidance to Bidders:** (1) Each Member of a consortium or joint venture should submit a duly completed Technical Proposal Submission Form. (2) Write Not Applicable where the information requested is not applicable to your Proposal]

	. [
Bidder In	formation
<b>Bidder Legal Name and Address (</b> this information should match the information in the Supplier Registration Information System)	
Legal Status (incorporated, registered, etc.)	
Status as a Canadian Legal Entity	
In accordance with Part 2, 2.3.1 and Part 6, 6.1.1, the Bidder including EACH member of the consortium, joint venture or other type of association, 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.	
Where the Proposal is submitted by a consortium, joint venture or other type of association, EACH member must comply with either requirement a), b) or c).	
In order to assist DFATD in determining if the Bidder meets this requirement, the Bidder must meet the requirements described in Part 6, 6.1.	
Procurement Business Number (Revenue Canada) (PBN), if available at time of Proposal submission in accordance with Part 6, 6.2.1 of this RFP	

RFP Reference # 105343 Page 117 of 126

In the case of a consortium or joint venture, each Member should indicate their PBN.	
Governing Law of a Canadian Province or Territory, if different than Ontario in accordance with Part 2, 2.2 of this RFP	
Member in Charge Point of Contact (name, title,	
telephone and e-mail) (See Glossary (w) of this RFP)	
Individual designated by the Bidder as a central point of	
contact for all matters pertaining to this RFP, including the provision of all information that may be requested.	
Contract – Individual Authorized to Sign the Contract	
(name, title, telephone and e-mail)	
Integrity Provisions in accordar	nce with Part 6, 6.1.2 of this RFP
(a) In accordance with Part 6, 6.1.2, para 2 for	
corporate entities (including those bidding as	
joint ventures): names of all current directors or, for	
privately owned corporations, names of the owners of the corporation	
(b) In accordance with Part 6, 6.1.1 para 2, for sole	
proprietors (including sole proprietors bidding	
as joint ventures): names of all owners	
	byment Equity (Part 6, 6.1.9 of this RFP)
Contact, certify that the information provided is true as of the subject to verification at all times. I understand that DFATD Contractor in default, if a certification is found to be untrue, a Contract period. DFATD will have the right to ask for additionable comply with such request by DFATD will also render the Proceedings of the process of the p	will declare a Proposal non-responsive, or will declare a whether during the Proposal evaluation period or during the nal information to verify the Bidder's certifications. Failure to
Complete both A and B.	
Date: Click or tap to enter a date.	
A. Choose only one of the following:	
☐A1 The Bidder certifies having no work force in Canad	a.
☐A2 The Bidder certifies being a public sector employer	
☐A3 The Bidder certifies being a federally regulated em	ployer 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	
includes those who have worked 12 weeks or more during	
□ A5 The Bidder has a combined workforce in Canada o	
· · ·	and current Agreement to Implement Employment Equity
(AIEE) in place with ESDC-Labour.	Agracoment to Implement Employment Equity (LAD4469) to
ESDC-Labour.	Agreement to Implement Employment Equity (LAB1168) to
B. Choose only one of the following:	
B1 The Bidder is not a consortium or a joint venture.	
□ <b>B2</b> The Bidder is a consortium or a joint venture.	
Former Public Servant in Receipt of a	a Pension (Part 6, 6,1,10 of this RFP)
(a) Is the Bidder an FPS in receipt of a pension as	, , , , , , , , , , , , , , , , , , , ,
defined in Part 6, 6.1.10?	
If answered yes to question (a), the Bidder must provide:	
- Name of Former Public Servant	
<ul> <li>Date of termination of employment or retirement from</li> </ul>	

RFP Reference # 105343 Page 118 of 126

Date:

(b) Is the Bidder an FPS who received a lump sum payment pursuant to the terms of a work force	
reduction program?	
If answered yes to question (b), the Bidder must provide the following information:  - Name of Former Public Servant - Conditions of the lump sum payment incentive	
<ul> <li>Date of termination of employment</li> <li>Amount of lump sum payment</li> <li>Rate of pay on which lump sum payment is based</li> </ul>	
<ul> <li>Period of lump sum payment including start date, end date and number of weeks</li> </ul>	
<ul> <li>Number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program</li> </ul>	
Indigenous Firm (I	Part 5.5 of this RFP)
Status of the Bidder	
If the Bidder is subject to the Indigenous Supplier Incentive, please of the Bidder is subject to the Indigenous Supplier Incentive, please of the Bidder is subject to the Indigenous Supplier Incentive, please of the Bidder is subject to the Indigenous Supplier Incentive, please of the Bidder is subject to the Indigenous Supplier Incentive, please of the Bidder is subject to the Indigenous Supplier Incentive, please of the Bidder is subject to the Indigenous Supplier Incentive, please of the Bidder is subject to the Indigenous Supplier Incentive, please of the Bidder is subject to the Indigenous Supplier Incentive, please of the Bidder is subject to the Indigenous Supplier Incentive, please of the Bidder in	ease complete the following statement:
I/We hereby certify that	Services/supplies that I/we will provide to the Bidder. I/We iformation provided in this regard and that untrue esponsive, or in any action that DFATD may consider with the above requirements and agree to comply with the
Offer to: Department of Foreign Affairs, Trade and Developr	nent
We hereby offer to provide to Canada, as represented by the Department of Foreign Affairs, Trade and Development, in a Services detailed in this RFP.	
Each Proposal should include a copy of this page prope	rly completed by the RFP Closing Date.
Signature of authorized representative of the Bidder, inc Fitle of each signatory and date. Add signature spaces a	
Authorized Representative(s) of the Bidder and each memb	er of a consortium:
Name:	
Title: Date:	
Name: Title: Date:	
Name: Title:	

RFP Reference # 105343 Page 119 of 126

## FORM 2 - Bidder's Experience

This form is used to evaluate the Bidder's experience carrying out consulting and professional services similar to the ones requested under this RFP. 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.

Project name:		Recipient Country(ies)/beneficiary(ies):		
Approximate project value:	oproximate project value:  Project location:			
Name of Bidder and/or Me	mber who performed ser	rvices:		
Name of funding agency: Name and title of contact p E-mail address:	erson:			
Start date (month/ year):	Completion date (month/ year):	Value of funds managed (fees, reimbursable expenses, etc.):		
Detailed narrative descripti				
	ncluding the specific role	nse to evaluation criteria in Annex D – Evaluation is and responsibilities of the Bidder in the project and sults):		

RFP Reference # 105343 Page 120 of 126

#### FORM 3 – CV for Proposed Personnel

(2 page maximum, excluding copies of diplomas and certificates)

Position title:

Name of the proposed team member:

**Academic qualifications:** (degrees received, name of the recognized educational institution, discipline and pertinent dates)

Additional training: (relevant dates and field)

Present employer and position: (if applicable)

**Length of service with current employer and status:** (permanent, temporary, contract employee, associate, etc.) (MM/YYYY)

#### **Experience:**

Assignment history in reverse chronological order, with a description of each assignment according to the rated criteria detailed under "Personnel Experience" in 4.5, including but not limited to:

- position:
- name and country of the project:
- budget managed by the person as part of the assignment:
- > staff managed (sector of expertise, number of employees, etc.):
- > start date (month and year) and end date (month and year):
- client or funding body:
- > project stakeholders:
- location of assignment:
- > detailed description of the services rendered (application of the principles of performance-based management, public communications, financial management, report writing, etc.):

References (name, title, telephone and e-mail)

RFP Reference # 105343 Page 121 of 126

RFP Reference # 105343 Page 122 of 126

## **FORM 4 – Project Performance Framework (PMF)**

[Guidance to Bidders: The PMF 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.]

Expected Results	Indicators	Baseline Data	Targets	Data Sources	Data Collection Methods	Frequency	Responsibility
<b>ULTIMATE OUTCOME (LONG TE</b>	RM)						
1000 Improved conditions or well-							
being of the poorest, most							
marginalized and vulnerable people							
by contributing to the SDGs and to							
Canada's international assistance							
efforts in ODA-eligible countries							
while projecting Canada's leadership.							
<b>INTERMEDIATE OUTCOMES (ME</b>	DIUM TERM)						<u>'</u>
1100 Enhanced effective, inclusive,	,						
accountable, sustainable, resilient							
and gender responsive national level							
entities in ODA-eligible countries.							
<b>1200</b> Enhanced participation in and							
support from Canadians toward							
Canada's international assistance							
efforts.							
IMMEDIATE OUTCOMES (SHORT	TERM)					1	
1110 Improved capacity of national							
level entities in ODA-eligible							
countries to plan and/or develop							
national policies and programs that							
advance gender equality,							
environmental sustainability and/or							
human rights.							
1210 Increased awareness and							
knowledge of Canadians as global							
citizens in support of Canada's							
international assistance efforts.							

RFP Reference # 105343 Page 123 of 126

## TABLE 1 - Cost of Personnel - Fees for Personnel Positions Identified by DFATD

Personnel Resource Name	Personnel Position	Year 1 Firm All- Inclusive Per Diem (\$)	Year 2 Firm All- Inclusive Per Diem (\$)	Year 3 Firm All- Inclusive Per Diem (\$)	Year 4 Firm All- Inclusive Per Diem (\$)	Average Per Diem of Years 1-4	LOE Estimated by DFATD (person-days)	Sub-total Estimated Cost [(average of years 1 to 4) x Total LOE]
	Project Director						540	
	Project Manager #1						880	
	Project Manager #2						840	
	Program Coordinator						840	
	Communications Manager						440	
			Sub-Total (without taxes)					\$

## **TABLE 2 – Intentionally Deleted**

Page 124 of 126 RFP Reference # 105343



## **TABLE 3 – Contractor's Reimbursable Expenses**

The Bidder is requested to provide an estimate for the following expenses to complete the Contractor's obligations under the Project based on the assumption that the Contractor will be managing 30-35 Technical Assistance Initiatives per year of the Contract.

Ind	Indicative Reimbursable Expenses					
#	Description	Units	\$ per Unit	Sub-total in \$		
a)	Travel expenses:					
	Transportation					
	Meals, and private vehicle					
	Visa/work permits costs					
	Accommodation					
	Other					
b)	Purchase and transportation costs of Project equipment & supplies					
c)	Communication costs					
d)	Translation and reproduction costs					
e)	Bank charges					
f)	(deleted)			N/A		
g)	Trainee allowances for training in Canada only			N/A		
h)	Trainee expenses			N/A		
i)	Other training costs			N/A		
j)	Other (for DFATD or Bidder to specify)					
	SUB-TOTAL-4 (					

**TABLE 4 – Intentionally Deleted** 

RFP Reference # 105343 Page 125 of 126



# **TABLE 5 – Summary of Total Cost**

Item #	Tables	Sub-total Amounts
1	Table 1 – Fees for Personnel Positions Identified by DFATD (See 5.2.1 (b) ) excluding	
	taxes	
2	Additional Contractor's Personnel (5.2.1 (c) ) (Maximum available funding is \$2,400,000 excluding taxes)	\$2,400,000
3	Table 2– Contractor's Reimbursable Expenses (5.2.1 (e)) estimate including taxes	
4	Responsive Technical Assistance Fund (5.2.1 (a) ) (Maximum available funding is \$12,000,000 including taxes)	\$12,000,000
	Total of the Financial Proposal Cost	\$
	Total Estimated Taxes for Items 1 and 2 only	\$

# **TABLE 6 – Indigenous Supplier Incentive**

Identification of Indigenous firms to be proposed by the Bidder

Firm's Name, and Address	All-Inclusive Firm Per Diem, \$	Number of Person- Days	Total Fees (fees x person-days), \$
Total \$			

RFP Reference # 105343 Page 126 of 126