



# **Request for Proposals (RFP): SEL.: 2021-P009619-1**

## **Procurement of Consulting and Professional Services**

**Project Title: Field Support Services Project  
for the  
Democratic Republic of Congo**

**For the**

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

**RFP Closing Date: 2021-08-23**

**Closing time: 14:00 hrs Eastern Daylight Time (EDT)**

### **Proposal Submission and Receipt Address**

Bid Receiving Unit SPBC e-mail address: [URP-BRU@international.gc.ca](mailto:URP-BRU@international.gc.ca)

### **DFATD Point of Contact**

Julie Brosseau

Senior Officer, Contract Management Services

Development Contracting and Management Services (SPBC)

Department of Foreign Affairs, Trade and Development

E-mail: [Julie.brosseau@international.gc.ca](mailto:Julie.brosseau@international.gc.ca)



**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, articles and conditions of the RFP and accept the articles 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) all the information presented has been verified to be true and accurate; and
- (c) it is not a government entity or government-owned enterprise in the Recipient Country.

**[Guidance to Bidders:** Each Member of a consortium or joint venture should submit a duly completed Technical Proposal Submission Form.]

Bidder Information	
<b>Bidder Legal Name and Address</b>	
<b>Legal Status (<i>incorporated, registered, etc.</i>)</b>	
<b>Procurement Business Number (Revenue Canada) (PBN), if available at time of Proposal submission</b>  In the case of a consortium or joint venture, each Member should indicate their PBN.	
<b>Governing Law of a Canadian Province or Territory, if different than Ontario</b>	
<b>Member in Charge Point of Contact (<i>name, title, telephone and e-mail</i>)</b> 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.	
<b>Contract – Individual Authorized to Sign the Contract (<i>name, title, telephone and e-mail</i>)</b>	
Integrity Provisions	
<b>(a) For corporate entities (including those bidding as joint ventures):</b> names of all current directors or, for privately owned corporations, names of the owners of the corporation  <b>(b) For sole proprietors (including sole proprietors bidding as joint ventures):</b> names of all owners	
Federal Contractors Program for Employment Equity	
I, the Bidder, by submitting the following information to the DFAFD point of contact, certify that the information provided is true as of the date indicated. The certifications provided to DFATD are subject to verification at all times. I understand that DFATD will declare a Proposal non-responsive, or will declare a Contractor in default, if a certification is found to be untrue, whether during the Proposal evaluation period or during the Contract period. DFATD will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by DFATD will also render the Proposal non-responsive or will constitute a default under the Contract.	
Complete both A and B. <b>Date:</b> Click or tap to enter a date. <b>A.</b> Choose only one of the following: <input type="checkbox"/> <b>A1</b> The Bidder certifies having no work force in Canada. <input type="checkbox"/> <b>A2</b> The Bidder certifies being a public sector employer. <input type="checkbox"/> <b>A3</b> The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.	



<input type="checkbox"/> <b>A4</b> The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).	
<input type="checkbox"/> <b>A5</b> The Bidder has a combined workforce in Canada of 100 or more employees; and	
<input type="checkbox"/> <b>A5.1</b> The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.	
<input type="checkbox"/> <b>A5.2</b> The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour.	
<b>B.</b> Choose only one of the following:	
<input type="checkbox"/> <b>B1</b> The Bidder is not a consortium or a joint venture.	
<input type="checkbox"/> <b>B2</b> The Bidder is a consortium or a joint venture.	
<b>Former Public Servant in Receipt of a Pension</b>	
(a) Is the Bidder a FPS in receipt of a pension as defined in 6.2.5?:	
If answered yes to question (a), the Bidder must provide:	
<ul style="list-style-type: none"> <li>- Name of Former Public Servant</li> <li>- Date of termination of employment or retirement from the Public Service</li> </ul>	
(b) Is the Bidder a 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:	
<ul style="list-style-type: none"> <li>- Name of Former Public Servant</li> <li>- Conditions of the lump sum payment incentive</li> <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> <li>- Period of lump sum payment including start date, end date and number of weeks</li> <li>- Number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program</li> </ul>	
<b>Indigenous Firm</b>	
Status of the Bidder	
If the Bidder is subject to the Indigenous Supplier Incentive, please complete the following statement:	
I/We hereby certify that _____ (names of individuals or firms who act as Personnel, Local Support Staff and/or Contractors) is an/are Indigenous firm(s) or individual(s) as defined in 6.2.7 and that _____ (insert value of Indigenous component) represent the fees/Services/supplies that I/we will provide to the Bidder. I/We am/are aware that DFATD reserves the right to verify any information provided in this regard and that untrue statements may result in the Proposal being declared non-responsive, or in any action that DFATD may consider appropriate. I/We all certify that I/we am/are in compliance with the above requirements.	

Offer to: Department of Foreign Affairs, Trade and Development

We hereby offer to provide to Canada, as represented by the Minister for International Development acting through the Department of Foreign Affairs, Trade and Development, in accordance with the terms and conditions set out herein, the goods, Services or both detailed herein and on any attached sheets.

**Each Proposal should include a copy of this page properly completed by the RFP Closing Date or upon request from the DFATD point of contact.**



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## 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:
- (i) any corporation or institution that is a member of the Canadian Payments Association; or
  - (ii) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law; or
  - (iii) a credit union as defined in paragraph 137 (6) b) of the *Income Tax Act*; or
  - (iv) a 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) **“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.
- (e) **“Contractor”** means the person, entity or entities named in the Contract to supply goods, Services or both to DFATD.
- (f) **“Contract”** means the written agreement between the Parties, which includes the articles of the Contract, Annexes and every other document specified or referred to in any of them as forming part of the Contract, all as amended by written agreement of the Parties from time to time.
- (g) **“Contracting Authority”** means the person designated by that title in the Contract, or by notice to the Contractor, to act as DFATD's representative to manage the Contract.
- (h) **“DFATD”** means the Department of Foreign Affairs, Trade and Development.
- (i) **“Evaluation Team”** means a team is composed of representatives of Canada and may also include representatives of the Recipient Country and other external suppliers established by DFATD to evaluate the Proposals.
- (j) **“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.
- (k) **“GETS”** means Canada's Government Electronic Tendering Services <https://buyandsell.gc.ca/>.
- (l) **“Irrevocable Standby Letter of Credit (ISLC)”** means a document from a bank or an Approved Financial Institution, which irrevocably and unconditionally undertakes and guarantees to pay on demand the Receiver General for Canada:
- (i) any sum demanded to meet obligations incurred, or to be incurred, by the 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
  - (iv) on sight, on first request by DFATD to the bank and without question.
- (m) **“Local Development Initiatives or LDI”** means the provision of funding to local development, knowledge-building or sharing initiatives selected through a particular selection mechanism (e.g. call for preliminary proposals or unsolicited proposal) that would help advance the Program's knowledge and relevance of its programming, and/or respond to host government needs and priorities.



- (n) **“Local Support Staff”** means the following positions in the Recipient Country:
- (i) Driver;
  - (ii) Office cleaner; and
  - (iii) Security guard;
- (o) **“Member”** means any of the persons or entities that make up the consortium or joint venture; and **“Members”** means all these persons or entities.
- (p) **“Member in Charge”** is the Member authorized to act on behalf of all other Members. Any communication between DFATD and the Member in Charge is deemed to be communication between DFATD and all other Members.
- (q) **“National Joint Council Travel Directive and Special Travel Authorities”** means the directives that govern travelling on Canadian government business. These directives can be found at <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and <http://www.tbs-sct.gc.ca/>
- (r) **“Party”** means DFATD, the Contractor, or any other signatory to the Contract, and **“Parties”** means all of them.
- (s) **“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.
- (t) **“Place of Business”** means the establishment where the Bidder conducts activities on a permanent basis that is clearly identified by name and is accessible during normal working hours.
- (u) **“Proposal”** means the technical and financial proposals submitted by a Bidder.
- (v) **“Recipient Country”** means the developing country designated by DFATD as a project owner/ beneficiary as indicated in the Statement of Work.
- (w) **“RFP Closing Date”** means the date and time specified on page 1 of the RFP or any extension to this date by which a Bidder’s Proposal must be submitted.
- (x) **“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 B, Statement of Work, to the Contract.
- (y) **“Service Costs”** means the fixed monthly rates charged by the Contractor for the provision of specific Services described in Annex B - Statement of Work.
- (z) **“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.
- (aa) **“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 article 1.8 of the Contract.
- (bb) **“Technical Specialist”** means an individual whose Services are procured by the Contractor upon request by DFATD during the implementation of the Contract to provide technical services. Technical Specialists are not considered part of the Contractor’s Personnel.
- (cc) **“Third Party”** means any person or entity other than DFATD, the Contractor, and any other signatory.
- (dd) **“Travel Status”** means travel approved in writing by DFATD directly related to the Services.





## 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 technical proposal and a financial proposal in response to this RFP. The selected Bidder will be required to provide all Services, as detailed in Annex B of Part 8, Statement of Work.

#### a) Bidders Conference

A virtual Bidders' conference for all interested Bidders may be held by videoconferencing. If a videoconferencing is organized, the date and time will be confirmed in an addendum posted on Buy and Sell. The conference would be held to answer questions on the project and/or on the RFP. Bidders who do not attend the videoconferencing will not be excluded from submitting a Proposal.

If a Bidders' conference is held, the scope of the requirement outlined in the RFP will be reviewed during the videoconferencing and questions will be answered. It is recommended that Bidders who intend to submit a Proposal participate in the videoconferencing. Directives on how to acquire access will be included in the Buy and Sell addendum. 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.

#### b) Site Visit

Site visit will be held	NO
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### 2.2 Governing Law

The RFP and any resulting Contract must be interpreted and governed, and the relations between the Parties determined by the laws in force in the province of Ontario (Canada), 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.

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 described in Part 6, Certifications and Additional Information.	NO
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#### 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 bid 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 the Recipient Country.



### 2.3.4 Ineligibility – Multiple Proposals from the Same Bidder

DFATD reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single Bidder or a joint venture. DFATD reserves the right to:

- i. Reject any or all of the bids submitted by a single Bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process; or
- ii. Reject any or all of the bids submitted by a single Bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to DFATD.

## 2.4 Proposal Validity

A Proposal must remain valid and open for acceptance for a period of 180 days after the RFP Closing Date

Proposals will remain open for acceptance for a period of no less than the period indicated above. DFATD reserves the right to seek an extension of the Proposal validity period from all responsive Bidders in writing, within a minimum of 3 days before the end of the Proposal validity period. If the extension is accepted by all responsive Bidders, DFATD will continue with the evaluation of the Proposals. If the extension is not accepted by all responsive 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 3 – Evaluation Procedures and Basis of Selection and Part 6 – Certifications and Additional Information.

## 2.5 Communications During RFP Solicitation Period

Except when responding to DFATD's request to provide additional information, from RFP posting to the time the Contract is awarded, Bidders must not contact DFATD, except the DFATD point of contact, on any matter related to their Proposal. In addition, any effort by a Bidder to influence DFATD 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 request a clarification of any of the RFP elements no later than seven (7) days before the before the RFP Closing Date. Requests received after that date may not be answered.

Bidders are requested to send any request for clarifications and other communication regarding this RFP in writing only to the DFATD point of contact. Communication with other DFATD representatives may result in rejection of the Proposal.

If, in DFATD's opinion, a request for clarifications affects the RFP or Proposal preparation, request(s) received and replies to such request(s) will be provided simultaneously to all Bidders through a formal addendum to the RFP and will be published on GETS without revealing the source of the request.

### 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 bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

### 2.6.2 General Proposal Preparation Instructions

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



### Availability of Additional Documentation

Additional documentation is available	NO
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### Official Languages

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

### Proposal Packaging

Bidders are requested to submit their Proposal by e-mail in separate attachments in a non-editable format such as Adobe (\*PDF). Separate attachments include “TECHNICAL PROPOSAL”, “FINANCIAL PROPOSAL” and, if required “FINANCIAL STATEMENTS” and should each be named as such, followed by the RFP reference number (SEL number) and Bidder’s name. DFATD requests that, as a minimum, the same information appear on the first page of each attachment.

### Formatting

DFATD requests that Bidders follow the format instructions described below in the preparation of their bid:

- Use a numbering system corresponding to that of the bid solicitation;
- 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 are encouraged to compress files before attaching them to the e-mail.

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 DFATD’s e-mail system and/or firewall(s) without notice to the Bidder or to DFATD.

- 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.

## **2.7 Submission and Receipt of Proposals**

Proposals must be submitted electronically to the e-mail address specified on the cover page of the RFP. DFATD will not assume any responsibility for Proposals sent to an e-mail address other than the one stipulated on the first page of the RFP and any such Proposals will not be accepted. DFATD requests that, as a minimum, the RFP reference number (SEL number) and Bidder’s name be clearly indicated in the e-mail subject line. For electronic submissions involving multiple e-mails, it is recommended that the e-mails be numbered and that the total number of e-mails sent in response to the RFP be indicated as well.

It is the Bidder’s responsibility to:

- a. Obtain clarification of the requirements contained in the RFP, if necessary, before submitting a Proposal;
- b. Prepare its Proposal in accordance with the instructions contained in the RFP;
- c. Submit a complete bid by the closing date and time specified on the cover page of this RFP;
- d. Send its Proposal only to the e-mail address specified on the cover page of this RFP;
- e. Ensure its Proposal was received by DFATD;
- f. Ensure that the Bidder’s name, RFP solicitation number, Project Title and RFP closing date are clearly visible on the first page of each attachment of the Proposal; and
- g. Provide a comprehensive and sufficiently detailed Proposal, including all requested pricing details that will permit a complete evaluation in accordance with the criteria set out in the RFP.

### **2.7.1 Late Proposals**

DFATD will not consider and will delete Proposals received after the RFP closing date and time specified on the cover page of the RFP. Late Proposals submitted using means other than the Bid Receiving Unit – SPBC e-mail address specified on the cover page of this RFP will not be considered.

### **2.7.2 Proposals Received on or Before the RFP Closing Date**

With the exception of paragraph 2.7.3, all 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*.



### **2.7.3 Withdrawal or Modification of Proposal**

Prior to the RFP Closing Date, a Bidder may withdraw or modify its Proposal after it has been submitted to DFATD by sending DFATD a written notice by e-mail to the Bid Receiving Unit – SPBC address specified on the cover page of this RFP, duly signed by the person authorized to sign on behalf of the Bidder. If the Bidder is modifying its Proposal, the modified Proposal must be attached to the written notice. The written notice, together with the modified Proposal, if applicable, must be:

- a) submitted in accordance with paragraph 2.7. In addition, Bidders are requested to clearly identify “WITHDRAWAL,” or “MODIFICATION” in the e-mail subject line, followed by the RFP reference number (SEL number) and Bidder’s name, and, if applicable, on the first page of each document modified; and
- b) received by DFATD prior to the RFP Closing Date.

### **2.7.4 Request for Withdrawal of Proposal**

A Proposal that is requested to be withdrawn in accordance with paragraph 2.7.3 will be deleted.



## 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.

Bidders are advised that Proposals received as a result of this RFP will be evaluated by an Evaluation Team.

The Evaluation Team will assess Proposals in accordance with the entire requirement of the RFP, as specified in Part 4, paragraph 4.5.

DFATD reserves the right 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;
- (v) reissue the RFP;
- (vi) if no compliant Proposals are received and the requirement is not substantially modified, reissue the RFP by inviting only the Bidders who responded to resubmit Proposals within a period designated by DFATD; and
- (vii) negotiate with the sole compliant Bidder to ensure best value to DFATD.

### 3.2 Mandatory Procedural Requirements

There are mandatory procedural requirements associated with this RFP as detailed in Annex 1 of Part 3, Bidder's Checklist. If those procedural requirements are not met at bid closing, DFATD will notify the Bidder, that they are required to meet them within a specific timeline specified in the notification by DFATD. Once notified, any Bidder that fails to meet any mandatory procedural requirement within the timeline specified by DFATD will be informed by DFATD that their Proposal will be considered non-responsive and that it will be given no further consideration. Only requirements identified in the RFP with the word "must" are considered mandatory procedural requirements. No other procedural requirements can be introduced/modified/removed through any other Sections of the RFP.

### 3.3 Basis of Selection

The selection will be based on the highest responsive combined rating of technical score and price.

If Indigenous direct hiring and/or Contractors are proposed, Bidders will be awarded an Indigenous Supplier Incentive Score (which represents 5 percent of total evaluation points) after technical and financial proposals are evaluated.

The Bidder whose Proposal obtained the highest combined technical and financial score *and Indigenous Supplier Incentive (if applicable) score*, may be recommended for Contract award unless there is less than a 1% difference in scores between that Bidder and a lower ranked Bidder. In such a case, the Bidder with the lowest financial proposal may be invited to negotiate.

### 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) Contact any or all references supplied by Bidders to verify and validate information submitted as fact;
- (c) Request, before award of any Contract, specific information with respect to Bidders;
- (d) Conduct a survey of Bidders' facilities, and/or examine their technical, managerial, security and financial capabilities, to determine if they are adequate to meet the requirements of the RFP; and
- (e) Verify any information provided by Bidders through independent research, use of any government resources or by contacting Third Parties, including any proposed resources.



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) Correct any computational errors in the extended pricing of Proposals by using unit pricing;
- (b) Consider the total, in instances where there is an error corresponding to the addition or subtraction of sub-totals in a total;
- (c) In instances where there is discrepancy between word and figures, consider the word used; and
- (d) 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. A Bidder that disagrees may withdraw its Proposal.

### 3.6 Negotiation

DFATD reserves the right to enter into negotiation with the Bidder recommended for Contract award.

DFATD will determine when negotiations will occur, based on as and when needed basis. In the event of negotiations, a time limit may be imposed to ensure that negotiations are conducted effectively and in a timely manner. In instances where negotiations cannot be satisfactorily concluded between the selected Bidder and DFATD, the Bidder's will be given no further consideration and DFATD may initiate negotiations with the next highest-ranking Bidder.

### 3.7 Replacement of Resource or Personnel Prior to Contract Award

The Bidder must ensure that, should it be awarded a Contract as a result of the bid solicitation, every individual proposed in its Proposal will be available to perform the Services as required by DFATD's representatives and at the time specified in the Proposal solicitation or agreed to with DFATD's representatives. If for reasons beyond its control, the Bidder is unable to provide the Services of an individual named in its Proposal, the Bidder must propose a substitute with similar qualifications and experience. Failure to do so could result in the Proposal being rejected. The replacement will be evaluated against the original evaluation criteria specified in Part 4, 4.5, Technical Evaluation Criteria. The Bidder must advise the DFATD Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this article, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity or parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default and extension of Proposal validity requested by DFATD. DFATD reserves the right to request from the Bidder that an adequate replacement be provided within a specific timeline. Failure to meet such requirement could result in the Proposal being rejected and DFATD entering into negotiations with the next highest-ranking Bidder.

Acceptance of the proposed replacement is not automatic and will be considered at the sole discretion of DFATD. If the proposed replacement does not, at a minimum, achieve the score of the individual named in the Proposal, DFATD may reject the Proposal and enter into negotiation with the next highest-ranking Bidder.

For the purposes of evaluation, only the score of the individual named in the Proposal who is being replaced will be taken into account.

### 3.8 Conditions of Contract Award

Before award of a Contract, a Bidder must meet the conditions listed below. Upon request by DFATD, a Bidder must provide, within the timeframe stated by DFATD, documentation to support compliance. Failure to comply with DFATD's request and meet the requirement within that timeframe will not delay the award of the Contract and may result in the Proposal being rejected.

- (i) Demonstrate financial capability as directed in Part 7, 7.2
- (ii) Have a valid Procurement Business Number (PBN)



- (iii) Meet the Security Requirements as directed in Part 7, 7.1
- (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, 5.3.9.
- (vi) Provide official certification as to the Indigenous status of Personnel and Contractors (if applicable) as directed in Part 6, 6.2.7
- (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, 6.2.8
- (viii) Meet the requirement of the Integrity Provisions as directed in Part 6, 6.1.2

### 3.9 Notification of Contract Award

After completing negotiations, if applicable, and awarding the Contract to the selected Bidder, DFATD will publish the award of the Contract on GETS and on the DFATD website and, in the case of international requirements, on the Development Assistance Committee of the Organization for Economic Cooperation and Development (OECD/DAC) website, and whenever possible, the official gazette of the Recipient Country.

### 3.10 Debriefing of Unsuccessful Bidders

Bidders may make a written request to DFATD to receive a debriefing (in person, by teleconference/videoconference or in writing) on the strengths and weaknesses of their own Proposal and to receive the marks obtained for each of the technical components contained in the evaluation grid, for the financial component and for the Indigenous Supplier Incentive. All costs related to oral debriefings conducted in person or by teleconference/videoconference, including but not limited to communication and/or transportation costs, are the responsibility of the Bidder.

Bidders may also request the name(s) of the successful Bidder(s) and the overall total marks obtained by the successful Bidder(s) for the technical components listed in Part 4, 4.5 Technical Evaluation Criteria, for the financial component, and for the Indigenous Supplier Incentive (if applicable). Where the request involves a Bidder who is an individual, some information may qualify 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 [Internal Review Mechanism \(IRM\)](#) prior to considering external recourse mechanisms. Complaints should be submitted using the [IRM Enquiry Form](#).





## Annex 1 – Bidders Checklist

### 1. **Mandatory Procedural Requirements**

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

Mandatory Procedural Requirements	
The Proposal validity is 180 days after the closing date of the RFP.	
The Bidder has submitted only one Proposal in response to this RFP. (Part 2, 2.3.4)	
The Proposal is submitted to the e-mail address: URP-BRU@international.gc.ca	
The Proposal is received by DFATD no later than the RFP Closing Date indicated on the front page of the RFP.	
The Bidder or, in case of a consortium or joint venture, each Member of consortium or joint venture complies with the certifications of Part 6 from the date of Proposal submission. The Bidder has an obligation to disclose any situation of non-compliance with the certifications.	
The Bidder has demonstrated compliance with each of the mandatory evaluation criteria, if any, specified in Part 4, 4.5, Technical Evaluation Criteria.	
No information related to Fees or Service Costs appears in the technical proposal.	
Financial tables are provided with the Proposal and contain no changes to the pricing basis (Part 5, 5.3).	
The Fees for Personnel and monthly rates are expressed on a yearly basis (i.e. Year 1, Year 2, Year 3, etc.).	
The financial proposal is expressed in Canadian dollars (CAD).	
No contact with DFATD, except the DFATD point of contact specified on the front page of this RFP, on any matter related to Bidder's Proposal from the time the Proposals are submitted to the time the Contract is awarded (except when responding to requests to provide additional information as specified in Part 2, paragraph 2.5).	
The Bidder complies with the conditions of Contract award stated in Part 3, 3.8	
The Bidder maintains availability of the proposed Personnel from the RFP Closing Date as stated in Part 3, 3.7.	

### 2. **Other Requirements:**

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

Proposal Presentation and Submission	✓
Has the Bidder, or, in the case of a consortium or joint venture, each Member of a consortium or joint venture, completed a Technical Proposal Submission Form?	
Has the technical proposal used the headings and numbering system detailed in Part 4, 4.5 Technical Evaluation Criteria?	
Has the Bidder submitted its Proposal respecting the maximum e-mail size limit and content consideration as indicated in paragraph 2.6.2?	





Does the subject line of the email include, at a minimum, the RFP reference number (SEL number) and the Bidder's name?	
Has the Proposal been prepared using the paper format 8.5" X 11" or A4 paper and is the font size at least equivalent to Arial 10 or Times New Roman 11?	
Has the electronic file for the technical proposal and its first page been clearly identified as "TECHNICAL PROPOSAL", followed by the RFP reference number (SEL number), and the Bidder's name as indicated in 2.6.2?	
Has the electronic file for the financial proposal and its first page been clearly identified as "FINANCIAL PROPOSAL", followed by the RFP reference number (SEL number), and the Bidder's name as indicated in 2.6.2?	
If requested, have financial statements been submitted as a separate electronic file clearly marked "FINANCIAL STATEMENTS", followed by the RFP reference number (SEL number), and the Bidder's name as indicated in 2.6.2?	
If required, has an Integrity Declaration Form been submitted and mailed directly to PWGSC, in accordance with Part 6, paragraph 6.1.2?	
Have the technical and financial proposals and, if requested, the financial statements been submitted by e-mail in separate attachments in a non-editable format such as Adobe (*PDF), as indicated in 2.6.2?	
Have the Proposal withdrawal and/ or modification, if any, been done as per Part 2, paragraph 2.7.5?	
<b>Technical Proposal</b>	
In case of a consortium or joint venture, has the Member in Charge been identified in the Technical Proposal Submission Form.	
Has the Bidder completed and provided information as per Technical Forms?	
Has the technical proposal clearly and in sufficient depth addressed the rated requirements against which the Proposal is evaluated?	
Has the technical proposal conformed to the specified page limits as indicated in Part 4, 4.5 Technical Evaluation Criteria?	
<b>Financial Proposal</b>	
If Indigenous direct hiring and/ or subcontracting is proposed, has the Bidder completed Table 6 of Part 5?	
Has the Bidder provided estimated Service Costs to be incurred in the realization of the project in Canada and in the Recipient Country by filling in the form Table 2 of Part 5?	
Does the Bidder's price exclude all Applicable Taxes? Bidders are requested to exclude Applicable Taxes from the price, but to show the total estimated amount in the financial proposal separately.	



## 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 work.

The technical proposal should address clearly and in sufficient depth the mandatory and rated criteria specified below, against which the Proposal will be evaluated. Simply repeating the statement contained in the RFP is not sufficient. Bidders are requested to provide supporting data (for example, description of past experience, degrees, description of the Bidder's facilities, etc.), to demonstrate their capability. Not addressing a mandatory criterion will result in non-compliance. Not completely addressing a rated criterion may result in a score of zero for that rated criterion.

### 4.2 Mandatory Evaluation

Proposals that comply with all of the mandatory procedural requirements will be evaluated based on the evaluation criteria as specified in 4.5 below. Any Proposals not meeting the mandatory evaluation criteria will be declared non-responsive.

### 4.3 Rated Evaluation Criteria

Proposals that comply with all the mandatory evaluation criteria will be evaluated based on the rated criteria as specified in Part 4.5. Any Proposals not meeting either of the minimum required technical scores required for the rated criteria, as stated in 4.4.3 below, will be considered non-responsive and will not be further evaluated and the financial proposal will not be considered.

### 4.4 Evaluation Grid Instructions for Mandatory and Rated Criteria

Mandatory and point rated technical evaluation criteria are detailed in 4.5 below.

#### 4.4.1 Cross-referencing

<b>Cross-referencing is recommended.</b>	NO
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Bidders are requested to submit their technical proposals using the headings and numbering system detailed in 4.5 below. If specified above, to avoid duplication, Bidders may 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 evaluation criteria under 4.5 Technical Evaluation Criteria, Bidders should respect page limits assigned to responses to any or all RFP requirements. Evaluators will not consider or evaluate information contained in pages exceeding the specified limit. If more projects/assignments are included in the Proposal than the number stipulated in the criteria, DFATD will only consider the specified number in order of presentation.

#### 4.4.3 Scoring

<b>Maximum points for the technical proposal</b>	450 points or 60 percent of total 750 points possible
<b>Passing mark for technical proposal</b>	270 points or 60 percent of total 450 points
<b>Passing mark for Personnel category</b>	108 points or 60 percent of sub-total A) Personnel 180 points

Proposals must receive a minimum Technical Score of at least 60% for the Rated Requirements under the Personnel category and must also receive an overall minimum Technical Score of at least 60% for the Proposal to be declared responsive and for the Bidder's Financial Proposal to be evaluated.



## 4.5 Technical Evaluation Criteria

<b>Instructions to bidders</b>	
<ul style="list-style-type: none"> <li>If more projects/assignments are included in the Proposal than the number stipulated in a requirement, DFATD will only consider the specified number in order of presentation.</li> <li>The terms at least or minimum represent the minimal expectations of a requirement. No points will be given if the minimal expectation is not demonstrated.</li> </ul>	
<b>Definitions</b>	
For the purpose of this RFP, the following definitions apply to the requirements:	
<ul style="list-style-type: none"> <li><b>Developing Country(ies):</b> includes any country(ies) and territories listed in the OECD DAC list of ODA Recipients. It is available on the following webpage: <a href="http://www.oecd.org/dac/stats/documentupload/DAC%20List%20of%20ODA%20Recipients%202014%20final.pdf">http://www.oecd.org/dac/stats/documentupload/DAC%20List%20of%20ODA%20Recipients%202014%20final.pdf</a></li> <li><b>Feminist International Assistance Policy:</b> Refers to Canada's Feminist International Assistance Policy and its six (6) action areas. For more information, visit this webpage: <a href="http://international.gc.ca/world-monde/issues_development-enjeux_developpement/priorities-priorites/policy-politique.aspx?lang=eng">http://international.gc.ca/world-monde/issues_development-enjeux_developpement/priorities-priorites/policy-politique.aspx?lang=eng</a></li> <li><b>International Development Assistance Stakeholder(s):</b> includes the following types of organizations involved in International Development: Civil Society Organizations (CSO's); the private sector; multilateral organizations; donors; as well as local or national governments.</li> <li><b>International Development Project:</b> relates to a project whose mandate is to support the achievement of the sustainable development goals (SDGs) in Developing Countries, in order to reduce poverty and to contribute to a more secure, equitable and prosperous world.</li> <li><b>Local Development Initiatives or LDI</b> means the provision of funding to local development, knowledge-building or sharing initiatives selected through a particular selection mechanism (e.g. call for preliminary proposals or unsolicited proposal) that would help advance the Program's knowledge and relevance of its programming, and/or respond to host government needs and priorities.</li> <li><b>Project Country:</b> Democratic Republic of Congo.</li> </ul>	

Criteria #	Rated Evaluation Criteria	Score
<b>Technical Component</b>		<b>/450</b>
<b>A) PERSONNEL</b>		<b>/180</b>
<p>For the purpose of the requirements under A) Personnel, the term 'assignment' is defined as a mandate with specific duties, deliverables and a specific period. An assignment can be part of a full-time job.</p> <p>Where a requirement or sub-criterion specifies a number of months of experience, the months where the assignments overlap are counted once. DFATD will evaluate work experience on the basis of the Bidder's description of the duties performed by the proposed individual in the context of assignments. Simply indicating the title of the position is not sufficient and may result in a score of zero for that criterion.</p> <p>The Bidder is requested to demonstrate the experience by specifying the roles and responsibilities performed, and avoid the use of acronyms, unless defined. A simple copy-paste of the duties from the Statement of Work of the bid solicitation for a specific position is not acceptable and will result in a score of zero for that criterion.</p>		
<b>R1</b>	<b>FSS Project Manager (Kinshasa)</b>	<b>/105</b>
<p>Using Form 2 – CV for Proposed Personnel, the Bidder should describe the academic qualifications and management experience of the proposed individual for the position of FSS Project Manager (Kinshasa). Maximum 5 pages.</p>		
1.1	<b>Academic Qualifications</b> (up to a maximum of 25 points)	<b>/25</b>
1.1.1	<b>Education</b> (up to a maximum of 15 points)	<b>/15</b>



	<p>Highest level of education completed in a relevant discipline from a recognized education institution:</p> <ul style="list-style-type: none"> <li>• Post-graduate degree (i.e. higher than a university bachelor's degree): 15 points;</li> <li>• Undergraduate degree (i.e. university bachelor's degree or equivalent): 10 points.</li> </ul> <p>For the purpose of criterion 1.1.1:</p> <ul style="list-style-type: none"> <li>• "bachelor's degree" refers to an undergraduate university degree.</li> <li>• "relevant discipline" is defined as a discipline related to political sciences, law, international development, economics, finance, business administration, project management, social sciences, engineering or applied sciences.</li> <li>• "recognized education institution" is defined as a public, non-governmental or private entity that has been given full or limited authority to grant degrees by an act of the relevant legislature.</li> </ul>	
1.1.2	<p><b>Additional Training</b> (2 points per additional training, up to a maximum of 10 points)</p> <p>Additional training completed in the ten (10) years prior to the RFP Closing Date: courses, certificates or diplomas not part of the education evaluated in 1.1.1, in one of the following fields:</p> <p>Only additional training with a minimum duration of 5 days delivered by a Recognized Educational Institution will be considered. Relevant fields:</p> <ul style="list-style-type: none"> <li>• Project management;</li> <li>• Public administration;</li> <li>• International development;</li> <li>• Procurement management;</li> <li>• Results-based management;</li> <li>• Human resources management;</li> <li>• Conflict management;</li> <li>• Financial management;</li> <li>• Capacity building or coaching approach;</li> <li>• Gender equality or gender sensitivity training;</li> <li>• Other fields relevant to the functions of this position.</li> </ul>	/10
1.2	<p><b>Demonstrated Project Management Experience</b> (up to a maximum of 80 points)</p>	/80
<p>In the context of each assignment presented to demonstrate this criterion:</p> <p>a) The proposed individual should have:</p> <ul style="list-style-type: none"> <li>• performed management duties similar to those described in Part 8, Annex B – Statement of Work (SoW), Attachment 2 to Annex B – Contractor's Specific Mandate, sub-section 4.1 FSS Project Manager; AND,</li> <li>• worked with an International Development Assistance Stakeholder(s); OR the assignment should have been carried out by the proposed individual in an International Development Project; AND,</li> </ul> <p>b) Both completed and ongoing assignments will be considered, but only the experience acquired on or after January 1st, 2001 will be considered for evaluation; AND,</p> <p>c) Only assignments with a duration of at least twelve (12) months (on or after January 1st, 2001) will be considered for evaluation.</p> <p>If the Bidder does not demonstrate that the assignment satisfies elements a) to c) above, no points will be allocated to the assignment.</p>		
1.2.1	<p><b>Duration</b> of cumulative experience. The months where the assignments overlap are counted once (up to a maximum of 15 points):</p> <ul style="list-style-type: none"> <li>• From 0 months to less than 36 months: 0 points</li> <li>• From 36 months to less than 60 months: 6 points</li> <li>• From 60 months to less than 120 months: 9 points</li> <li>• 120 months or more: 12 points</li> <li>• An additional 3 points for at least 12 months cumulative in country experience in a Francophone African country.</li> </ul>	/15



1.2.2	<p><b>Maximum average annual budget</b> managed by the proposed individual on an assignment (up to a maximum of 5 points):</p> <ul style="list-style-type: none"> <li>• From \$0 CAD to less than \$500,000 CAD: 0 points</li> <li>• From \$500,000 CAD to less than \$1 million CAD: 3 points</li> <li>• From \$1 million CAD to less than \$1.5 million CAD: 4 points</li> <li>• \$1.5 million CAD or more: 5 points</li> </ul> <p>Only budgets expressed in Canadian dollars (\$CAD) will be considered for evaluation.</p>	/5
1.2.3	<p>Demonstrated experience <b>working</b> with different types of <b>International Development Assistance Stakeholders</b> AND on different <b>International Development Project(s)</b> (up to a maximum of 10 points):</p> <p>a) With International Development Assistance Stakeholders (up to a maximum of 5 points)</p> <ul style="list-style-type: none"> <li>• Less than 2 different types of organizations: 0 points</li> <li>• 2 different types of organizations: 1 point</li> <li>• 3 different types of organizations or more: 3 points</li> <li>• 4 different types of organizations or more: 4 points</li> </ul> <p>• An additional 1 point if the proposed individual worked with different types of organisations in a Francophone African country.</p> <p>b) In an International Development Project(s) (up to a maximum of 5 points)</p> <ul style="list-style-type: none"> <li>• 2 points per International Development Project managed, up to a maximum of 4 points;</li> <li>• An additional 1 point if at least one of the International Development Project(s) were in a Francophone African country.</li> </ul>	/10

1.2.4	<p>Demonstrated relevant experience <b>managing</b> the following types of services (up to a maximum of 40 points):</p> <p>Relevant types of services include:</p> <ul style="list-style-type: none"> <li>• Administrative Services (1 point per relevant activity, up to 5 points);</li> <li>• Procurement Services (2 points per relevant activity, up to 10 points);</li> <li>• Financial Services (1 point per relevant activity, up to 6 points);</li> <li>• Support to Local Development Initiatives (2 points per relevant activity, up to 10 points)</li> <li>• Project Coordination Services (1 point per relevant activity, up to 5 points); and</li> <li>• Logistical Services (1 point per relevant activity, up to 4 points).</li> </ul>	/40
1.2.5	<p>Demonstrated experience <b>developing operational documents</b> including but not limited to: manuals, procedures, policies or templates. (2 points per relevant document, up to a maximum of 10 points)</p>	/10

<b>R2</b>	<b>FSS Administration and Finance Officer (Kinshasa)</b>	<b>/40</b>
<p>Using Form 2 – CV for Proposed Personnel, the Bidder should describe the academic qualifications and experience of the proposed individual for the position of FSS Administration and Finance Officer (Kinshasa). Maximum 3 pages.</p>		
2.1	<b>Academic Qualifications</b> (up to a maximum of 15 points)	<b>/15</b>
2.1.1	<p><b>Education</b> (up to a maximum of 5 points)</p> <p>Highest level of education completed in a relevant discipline from a recognized education institution:</p> <ul style="list-style-type: none"> <li>• Post-graduate degree (i.e. higher than a university bachelor's degree): 5 points;</li> <li>• Undergraduate degree (i.e. university bachelor's degree or equivalent): 3 points.</li> </ul> <p>For the purpose of criterion 2.1.1:</p> <ul style="list-style-type: none"> <li>• “bachelor's degree” refers to an undergraduate university degree.</li> </ul>	/5



	<ul style="list-style-type: none"> <li>“relevant discipline” is defined as a discipline related to business, finance, accounting or management.</li> </ul>	
2.1.2	<p><b>Professional Order</b> (5 points for one (1) relevant certification, accreditation or designation)</p> <p>Professional certification, accreditation or designation in accounting or finance issued by a professional body.</p> <p>For the purpose of criterion 2.1.2: “Professional body” means an organization with individual members practicing a profession or occupation in which the organisation maintains an oversight of the knowledge, skills conduct and practice of that profession or occupation.</p>	/5
2.1.3	<p><b>Additional Training</b> (1 point per additional training, up to maximum of 5 points)</p> <p>Additional training completed in the ten (10) years prior to the RFP Closing Date : courses, certificates or diplomas not part of the education evaluated in 2.1.1, in one of the following fields:</p> <p>Only additional training with a minimum duration of 5 days delivered by a Recognized Educational Institution will be considered. Relevant fields:</p> <ul style="list-style-type: none"> <li>Project management;</li> <li>Public administration;</li> <li>Procurement management;</li> <li>Results-based management;</li> <li>Human resources management;</li> <li>Other fields relevant to the functions of this position.</li> </ul>	/5

2.2	<p><b>Demonstrated Experience in Office Administration and Finance</b> (up to a maximum of 25 points)</p>	<b>/25</b>
<p>In the context of each assignment presented to demonstrate this criterion:</p> <p>a) The proposed individual should have:</p> <ul style="list-style-type: none"> <li>performed office administration and finance duties similar to those described in Part 8, Annex B – Statement of Work (SoW), Attachment 2 to Annex B – Contractor’s Specific Mandate, sub-section 4.2 FSS Administration and Finance Officer; AND,</li> <li>worked with an International Development Assistance Stakeholder(s); OR the assignment should have been carried out by the proposed individual in an International Development Project; AND,</li> </ul> <p>b) Both completed and ongoing assignments will be considered, but only the experience acquired on or after January 1st, 2011 will be considered for evaluation; AND,</p> <p>c) Only assignments with a duration of at least six (6) months (on or after January 1st, 2011) will be considered for evaluation.</p> <p>If the Bidder does not demonstrate that the assignment satisfies elements a) to c) above, no points will be allocated to the assignment.</p>		
2.2.1	<p><b>Duration</b> of cumulative experience. The months where the assignments overlap are counted once (up to a maximum of 5 points):</p> <ul style="list-style-type: none"> <li>From 0 months to less than 12 months: 0 points</li> <li>From 12 months to less than 24 months: 2 points</li> <li>From 24 months to less than 48 months: 3 points</li> <li>48 months or more: 4 points</li> <li>An additional 1 point for at least 12 months cumulative in country experience in a Francophone African country.</li> </ul>	/5
2.2.2	<p>Demonstrated relevant experience providing the following types of <b>services</b> (1 point per relevant activity, up to 5 points per type of services, up to a maximum of 15 points):</p> <p>Relevant types of services include:</p>	/15



	<ul style="list-style-type: none"> <li>Financial management (for example: budgeting, processing data for decision making, budget allocations, use of accounting software, reporting);</li> <li>Management of monitoring and internal control of expenses (i.e. maintaining project financial records in accordance with recognized standards, monitoring systems and internal financial controls, audit financial reports); and,</li> <li>Providing strategic financial advice.</li> </ul>	
2.2.3	Demonstrated experience <b>developing operational documents</b> including but not limited to: manuals, procedures, policies or templates. (1 point per relevant document, up to a maximum of 5 points)	5/

<b>R3</b>	<b>FSS Gender Equality Specialist (Kinshasa)</b>	<b>/35</b>
<p>Using Form 2 – CV for Proposed Personnel, the Bidder should describe the academic qualifications and experience of the proposed individual for the position of FSS Gender Specialist (Kinshasa). Maximum 3 pages.</p>		
3.1	<b>Academic Qualifications</b> (up to a maximum of 10 points)	<b>/10</b>
3.1.1	<p><b>Education</b> (up to a maximum of 5 points)</p> <p>Highest level of education completed in a relevant discipline from a recognized education institution:</p> <ul style="list-style-type: none"> <li>Post-graduate degree (i.e. higher than a university bachelor’s degree): 5 points;</li> <li>Undergraduate degree (i.e. university bachelor’s degree or equivalent): 3 points.</li> </ul> <p>For the purpose of criterion 3.1.1:</p> <ul style="list-style-type: none"> <li>“bachelor’s degree” refers to an undergraduate university degree.</li> <li>“relevant discipline” is defined as a discipline related to women/gender studies, international development, sociology, or other relevant disciplines.</li> <li>“recognized education institution” is defined as a public, non-governmental or private entity that has been given full or limited authority to grant degrees by an act of the relevant legislature.</li> </ul>	<b>/5</b>
3.1.2	<p>Additional Training (1 point per additional training, up to a maximum of 5 points)</p> <p>Additional training completed in the ten (10) years prior to the RFP Closing Date: courses, certificates or diplomas not part of the education evaluated in 3.1.1, in one of the following fields:</p> <p>Only additional training with a minimum duration of 5 days delivered by a Recognized Educational Institution will be considered. Relevant fields:</p> <ul style="list-style-type: none"> <li>Project management;</li> <li>International development;</li> <li>Results-based management;</li> <li>Conflict management;</li> <li>Capacity building or coaching approach;</li> <li>Gender equality or gender sensitivity training;</li> <li>Other fields relevant to the functions of this position.</li> </ul>	<b>/5</b>
3.2	<b>Demonstrated Gender Equality Specialist Experience</b> (up to a maximum of 25 points):	<b>/25</b>
<p>In the context of each assignment presented to demonstrate this criterion:</p> <p>a) The proposed individual should have:</p> <ul style="list-style-type: none"> <li>performed gender specialist duties similar to those described in Part 8, Annex B – Statement of Work (SoW), Attachment 2 to Annex B – Contractor’s Specific Mandate, sub-section 4.3 FSS Gender Equality Specialist; AND,</li> </ul>		





- worked with an International Development Assistance Stakeholder(s); OR the assignment should have been carried out by the proposed individual in an International Development Project; AND,
- b) Both completed and ongoing assignments will be considered, but only the experience acquired on or after January 1st, 2011 will be considered for evaluation; AND,
- c) Only assignments with a duration of at least three (3) months (on or after January 1st, 2011) will be considered for evaluation.
- If the Bidder does not demonstrate that the assignment satisfies elements a) to c) above, no points will be allocated to the assignment.

3.2.1	<p><b>Duration</b> of cumulative experience. The months where the assignments overlap are counted once (up to a maximum of 5 points):</p> <ul style="list-style-type: none"> <li>• From 0 months to less than 12 months: 0 points</li> <li>• From 12 months to less than 24 months: 2 points</li> <li>• From 24 months to less than 48 months: 3 points</li> <li>• 48 months or more: 4 points</li> <li>• An additional 1 point for at least 12 months cumulative in country experience in a Francophone African country.</li> </ul>	/5
3.2.2	<p>Demonstrated relevant experience providing the following types of <b>services</b> (1 point per relevant activity, up to 5 points per type of services, up to a maximum of 20 points):</p> <p>Relevant types of services include:</p> <ul style="list-style-type: none"> <li>• Analysis, advice and research in gender equality;</li> <li>• Development of training, capacity development, tools and guidelines;</li> <li>• Project monitoring in gender equality; and</li> <li>• Networking and relation with key stakeholders in gender equality.</li> </ul>	/20
<b>Sub-total for A) PERSONNEL</b>		<b>/180</b>
<b>Passing Mark for A) Personnel (60%)</b>		<b>/108</b>

<b>B) EXPERIENCE OF THE BIDDER</b>		<b>/110</b>
<b>R4</b>	<p><b>Experience Providing Services similar to the FSS</b> (up to 55 points per project, up to a maximum of 110 points)</p>	/55 points per project
<p>Maximum 2 pages per project for a total of 4 pages.</p> <p>Using one (1) Form 1 – Bidder’s Experience per project, the Bidder should provide two (2) different projects demonstrating its experience providing services similar to the services described in Part 8, Annex B – Statement of Work (SoW), Attachment 2 to Annex B – Contractor’s Specific Mandate.</p> <p>For the purpose of this requirement, the term ‘project’ is defined as a contract, agreement or arrangement signed by the Bidder individually or in a consortium to provide the services.</p> <p>To be eligible, any project describing the experience of the Bidder should:</p> <ol style="list-style-type: none"> <li>a) have been performed by the Bidder; AND,</li> <li>b) be completed or in the case of a current ongoing project, be at least 70% completed in terms of total value, but only the experience acquired on or after January 1st, 2011 will be considered for evaluation; AND,</li> <li>c) include the provision of at least three (3) types of the following services: (1) administrative; (2) financial; (3) procurement; (4) logistical; (5) and, management of the Local Development Initiative (LDI) Fund.</li> <li>d) have an average annual project value of at least \$500 000 CAD; AND,</li> <li>e) be carried-out in a developing country.</li> </ol>		





If the Bidder does not demonstrate that the project satisfies elements a) to e) above, no points will be allocated to the project.		
4.1	<p>Average annual <b>project value</b>: (up to a maximum of 15 points)</p> <ul style="list-style-type: none"> <li>From \$500,000 CAD to less than \$1 million CAD per year: 10 points</li> <li>From \$1 million CAD to less than \$1.5 million CAD per year: 12 points</li> <li>\$1.5 million CAD per year or more: 15 points</li> </ul> <p>Only budgets expressed in Canadian dollars (CAD) will be considered for evaluation.</p>	/15 points per project
4.2	<p>Managing projects with different types of <b>international development assistance stakeholder(s)</b>: (up to a maximum of 5 points)</p> <ul style="list-style-type: none"> <li>Less than 2 different types of organizations: 0 points</li> <li>different types of organizations: 2 points</li> <li>different types of organizations: 4 points</li> <li>4 different types of organizations or more: 5 points</li> </ul>	/5 points per project
4.3	<p>Provided the following types of <b>services</b> in the project. (up to a maximum of 35 points)</p> <p>The Bidder should describe concretely key activities performed in the project that are relevant to each type of services and similar to the FSS services described in Part 8, Annex B – Statement of Work (SoW), Attachment 2 to Annex B – Contractor’s Specific Mandate, Sub-section 2.0 Tasks. Simply repeating the information included in Sub-section 2.0 Tasks is not sufficient to obtain full marks.</p> <p>Relevant types of services include:</p> <ul style="list-style-type: none"> <li>Administrative: (1 point per relevant activity, up to 5 points)</li> <li>Procurement: (2 points per relevant activity, up to 10 points)</li> <li>Financial: (1 point per relevant activity, up to 6 points)</li> <li>Logistical: (1 point per relevant activity, up to 4 points)</li> <li>Local Development Initiative management of funds: (2 points per relevant activity, up to 10 points)</li> </ul>	/35 points per project
<b>Sub-total for B) EXPERIENCE OF THE BIDDER</b>		<b>/110</b>

<b>C) PROPOSED METHODOLOGY</b>		<b>/160</b>
<b>R5</b>	<b>Proposed Methodology</b>	<b>/160</b>
Using Form 3 - Methodology, the Bidder should describe its proposed methodology for managing the FSS as described in Part 8, Annex B – Statement of Work (SoW).		
Maximum 8 pages		
5.1	<p><b>Procurement and Contract Administration Procedures</b> (up to a maximum of 40 points)</p> <p>The Bidder should describe the proposed procurement and contract administration procedures in relation to the procurement of individual consulting services under the Technical Specialist envelope.</p> <p>Points will be awarded based on the description and explanation of the relevant elements under each procedure. (2 points per relevant element, up to 10 points per type of procedure)</p> <p>The procedures should explain key elements that:</p> <ul style="list-style-type: none"> <li>take into consideration the local context and constraints;</li> <li>ensure transparency, fairness and competitiveness;</li> <li>demonstrate how the Technical Specialists’ contracts will be effectively administered to respond to client needs and standards; and</li> <li>integrate measures and mechanisms to promote gender equality in procurement and contract administration.</li> </ul>	/40
5.2	<b>Financial Management</b> (up to a maximum of 25 points)	/25



	<p>The Bidder should describe the proposed approach to ensure sound financial management, including a description of the following categories.</p> <p>Points will be awarded based on the description and explanation of the relevant elements under each category. (1 point per relevant element, up to 5 points per category).</p> <p>The approach should describe and explain relevant elements of:</p> <ul style="list-style-type: none"><li>• Roles and responsibilities;</li><li>• Adherence to applicable laws and standards;</li><li>• Budget planning and reporting;</li><li>• Disbursement/payment mechanisms; and</li><li>• Control mechanisms or checkpoints.</li></ul>	
5.3	<p><b>Logistical Services</b> (up to a maximum of 15 points)</p> <p>The Bidder should describe the proposed approach to the provision of logistical services.</p> <p>Points will be awarded based on the description and explanation of the relevant elements under each type of logistical services. (1 point per relevant element, up to 5 points per type of logistical services)</p> <p>The approach should describe and explain relevant elements of:</p> <ul style="list-style-type: none"><li>• Travel Support Services;</li><li>• Event Organization Services; and</li><li>• Organization of Local Transport Services.</li></ul>	/15
5.4	<p><b>Management Approach</b> (up to a maximum of 30 points)</p> <p>The Bidder should describe the proposed management approach with respect to the following categories.</p> <p>Points will be awarded based on the description of the relevant elements under each category. (3 points per relevant element, up to 15 points per category)</p> <p>The approach should describe and explain the relevant elements of:</p> <ul style="list-style-type: none"><li>• Managing Timelines;</li><li>• Methodology for Managing Client Satisfaction.</li></ul>	/30



5.5	<p><b>Risk Management Approach</b> (up to a maximum of 50 points)</p> <p>The Bidder should describe in detail the proposed approach with respect to Risk Management.</p> <p>For each of the four (4) risks, the Bidder should identify the risk’s impacts on the FSS Project and the proposed risk response measures. The Bidder will be awarded points for each risk impact that demonstrates an understanding of the risk and for each risk response that provides an effective measure to mitigate the risk.</p> <p>The scoring guidelines details included in the table below will be used to evaluate the four (4) risks</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="text-align: center;">Risks</th> <th colspan="2" style="text-align: center;">Point Allocation</th> </tr> <tr> <th style="text-align: center;">Risk Impacts</th> <th style="text-align: center;">Risk Responses</th> </tr> </thead> <tbody> <tr> <td>Risk 1: Coordination of challenges in the DRC (up to a maximum of 20 points)</td> <td>up to 4 points per risk impact, up to a maximum of 8 points.</td> <td>up to 4 points per risk response, up to a maximum of 12 points.</td> </tr> <tr> <td>Risk 2: Insecurity and potential social conflicts (up to a maximum of 15 points)</td> <td>up to 2 points per risk impact, up to a maximum of 6 points.</td> <td>up to 3 points per risk response, up to a maximum of 9 points.</td> </tr> <tr> <td>Risk 3: Volatile economies (up to a maximum of 10 points)</td> <td>up to 2 points per risk impact, up to a maximum of 4 points.</td> <td>up to 2 points per risk response, up to a maximum of 6 points.</td> </tr> <tr> <td>Risk 4: Vulnerability to natural disasters (up to a maximum of 5 points).</td> <td>up to 1 point per risk impact, up to a maximum of 2 points.</td> <td>up to 1 point per risk response, up to a maximum of 3 points.</td> </tr> </tbody> </table>	Risks	Point Allocation		Risk Impacts	Risk Responses	Risk 1: Coordination of challenges in the DRC (up to a maximum of 20 points)	up to 4 points per risk impact, up to a maximum of 8 points.	up to 4 points per risk response, up to a maximum of 12 points.	Risk 2: Insecurity and potential social conflicts (up to a maximum of 15 points)	up to 2 points per risk impact, up to a maximum of 6 points.	up to 3 points per risk response, up to a maximum of 9 points.	Risk 3: Volatile economies (up to a maximum of 10 points)	up to 2 points per risk impact, up to a maximum of 4 points.	up to 2 points per risk response, up to a maximum of 6 points.	Risk 4: Vulnerability to natural disasters (up to a maximum of 5 points).	up to 1 point per risk impact, up to a maximum of 2 points.	up to 1 point per risk response, up to a maximum of 3 points.	/50
Risks	Point Allocation																		
	Risk Impacts	Risk Responses																	
Risk 1: Coordination of challenges in the DRC (up to a maximum of 20 points)	up to 4 points per risk impact, up to a maximum of 8 points.	up to 4 points per risk response, up to a maximum of 12 points.																	
Risk 2: Insecurity and potential social conflicts (up to a maximum of 15 points)	up to 2 points per risk impact, up to a maximum of 6 points.	up to 3 points per risk response, up to a maximum of 9 points.																	
Risk 3: Volatile economies (up to a maximum of 10 points)	up to 2 points per risk impact, up to a maximum of 4 points.	up to 2 points per risk response, up to a maximum of 6 points.																	
Risk 4: Vulnerability to natural disasters (up to a maximum of 5 points).	up to 1 point per risk impact, up to a maximum of 2 points.	up to 1 point per risk response, up to a maximum of 3 points.																	
<b>Sub-total for C) PROPOSED METHODOLOGY</b>		<b>/160</b>																	
<b>TOTAL – TECHNICAL COMPONENT</b>		<b>/450</b>																	
<b>PASSING MARK - TECHNICAL COMPONENT (60%)</b>		<b>/270</b>																	



## 4.6 Technical Forms

Forms below are suggested by DFATD for use by the Bidder in preparing its technical proposal in order to provide a standard format for ease of evaluation.

### FORM 1 – 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: Approximate project value (CAD\$)		Recipient Country(ies)/beneficiary(ies): Project location:
Name of Bidder and/or Member who performed services:		
Name of funding agency: Name and title of contact person: E-mail address:		
Start date (month/ year):	Completion date (month/ year):	Value of funds managed (fees, reimbursable expenses, etc.) (CAD\$):
Detailed narrative description of project		
Narrative description of services provided, in response to evaluation criteria (including the specific roles and responsibilities of the Bidder in the project and its contribution to the achievement of the project results):		



**FORM 2 – CV for Proposed Personnel**

<b>Position title:</b>
<b>Name of the proposed team member:</b>
<b>Academic qualifications</b>
<b>Education:</b> (degrees received, name of the recognized educational institution, discipline and pertinent dates)
<b>Professional order:</b> (professional certification, accreditation or designation, professional body and pertinent dates)
<b>Additional training:</b> (courses, certificates or diplomas received, name of the recognized educational institution, field and start and end dates)
<b>Present employer and position:</b> (if applicable)
<b>Length of service with current employer and status:</b> (permanent, temporary, contract employee, associate, etc.) (MM/YYYY)
<b>Experience:</b>  Assignment history in reverse chronological order, with a description of each assignment according to the rated criteria detailed under “Personnel Experience”, including but not limited to: <ul style="list-style-type: none"><li>➤ position:</li><li>➤ name and country of the project:</li><li>➤ budget managed by the person as part of the assignment (\$CAD):</li><li>➤ staff managed (sector of expertise, number of employees, etc.):</li><li>➤ start date (month and year) and end date (month and year):</li><li>➤ client or funding body:</li><li>➤ project stakeholders:</li><li>➤ location of assignment:</li><li>➤ detailed description of the services rendered (application of the principles of performance-based management, public communications, financial management, report writing, etc.):</li></ul>
<b>References</b> (name, title, telephone and e-mail)



## FORM 3 – Methodology

**Guidance to Bidders:** Using the format below, the Bidder should describe its proposed methodology for managing the FSSP.

5.1 Procurement and Contract Administration Procedures

5.2 Financial Management

5.3 Logistical Services

5.4 Management Approach

5.5 Risk Management Approach



## 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 scores specified in Part 4, 4.4.3.

#### 5.1.1 Format

Bidders must submit their financial proposal as directed and in accordance with the information presented herein.

#### 5.1.2 Scoring

<b>Maximum points for the financial proposal</b>	300 points or 40 percent of total 750 points possible
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The financial proposal with the lowest dollar value will be given the maximum number of points. The scores for all other financial proposals are calculated on a pro-rata basis on the lowest compliant financial price. For example, if the total financial score is 300 points and if the proposed cost of Bidder A is the lowest compliant price, Bidder will receive 300 points for its financial proposal. All other technically compliant Bidders' financial score will be calculated as follows:

$$\text{Bidder B's financial score} = \frac{\text{Bidder A's financial price}}{\text{Bidder B's financial price}} \times 300$$

Fees and Service Costs will be considered in the financial evaluation. If specified under 5.2.4 below, the reimbursable expenses will be evaluated as part of the financial proposal.

### 5.2 Financial Proposal Instructions

#### 5.2.1 Available Funding

<b>Maximum available funding for the resulting Contract</b> , excluding Applicable Taxes	<b>6,940,000 CAD\$</b>
<b>Estimated financial envelope for Fees and Services Costs</b> , excluding Applicable Taxes.	3,000,000 CAD\$
<b>Estimated financial envelope for Technical Specialists Fees</b> , excluding Applicable Taxes.	2,400,000 CAD\$
<b>Estimated financial envelope for Reimbursable Expenses</b> , excluding Applicable Taxes.	1 040 000 CAD\$
<b>Estimated financial envelope for Local Development Initiatives (LDI)</b> , excluding Applicable Taxes	500,000 CAD\$

The maximum funding available for the Contract resulting from the Proposal solicitation is as indicated above (Applicable Taxes extra). Proposals valued in excess of this amount will be considered non-responsive. This disclosure does not commit DFATD to pay the maximum funding available.

#### 5.2.2 Pricing for all Personnel

Bidders are requested to include and price in their financial proposal all Personnel identified in any manner by DFATD and/or by the Bidder in the technical proposal and not specifically mentioned to be part of the overhead. Failure to do so will result in the financial proposal being scored zero.

#### 5.2.3 Estimated Level of Effort (LOE)

<b>Personnel Positions</b>	<b>Estimated LOE in Person-Days</b>
FSS Project Manager	1,100
Administration and Finance Officer	1,100
FSS Gender Equality Specialist	1,100

Where the estimated LOE is specified above and the Bidder proposes a different LOE, DFATD will evaluate the Bidder's financial proposal based on DFATD's estimated LOE.



## 5.2.4 Reimbursable Expenses

<b>Reimbursable expenses are evaluated</b>	NO
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## 5.2.5 Preparation

All information related to Fees and Service Costs will be considered in the financial evaluation and must only appear in the financial proposal. The financial proposal must be prepared using the information requested in the tables in 5.6 below. If a Bidder does not submit its financial proposal or does not comply with the provisions of paragraph 5.3, Pricing Basis, the Proposal will be rejected.

## 5.3 Pricing Basis

Bidders must submit their financial proposals in accordance with the following pricing basis.

- ❖ Details on the cost of Personnel, Service Costs and reimbursable expenses included in the pricing basis are found in Annex C, Basis of Payment of Part 8 – Resulting Contract.

### 5.3.1 Cost of Personnel

a) **Fees:** For each individual or Personnel position 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.

- (i) Direct salaries – means the amounts paid to individuals for actual time directly worked under the Contract;
- (ii) Employee fringe benefits – means costs associated with employee salaries, including paid benefits. Paid benefits include, unless otherwise stated by local laws or regulations applicable to citizens and permanent residents of the Recipient Country: sick leave, statutory holidays, paid vacation leave, the employer's contribution for employment insurance and worker's compensation (where applicable), health and medical insurance, group life insurance and pension, time-off benefits, War Risk Accidental Death and Dismemberment insurance, vaccination, etc.;
- (iii) Overhead/ indirect costs – means the following costs originating from the Bidder's Head Office (non-project specific):
  - Advertising and promotion;
  - Amortization/depreciation;
  - Bank charges;
  - Board activities;
  - Business development activities;
  - Capital taxes;
  - Communication;
  - Computer maintenance expenses;
  - Financing costs including but not limited to interest expenses and costs to obtain letters of credit;
  - General staff training;
  - Insurance (e.g. office, board of directors' liability, Commercial general liability, and Errors and Omissions liability);
  - Internal or external audits of the Bidder;
  - Memberships and subscriptions;
  - Office supplies, furniture and equipment in 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.

**b) Costs for Personnel on Long-Term Assignment in the Recipient Country:**

Deleted - left purposely blank.

**5.3.2 Service Costs**

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

**(a) Office Space:**

There are no Service Costs related to office space. Any costs for use of office space by the Contractor's Personnel are to be covered in the overhead costs (refer to paragraph 5.3.1 a) iii).

**(b) Equipment:**

There are no Service Costs related to equipment. Any costs for the use of equipment by the Contractor's Personnel are to be covered in the overhead costs (refer to paragraph 5.3.1 a) iii).

**(c) Transportation:**

Transportation Services Costs for each type of vehicle include but are not limited to: the provision of a vehicle, driver, any associated cost with the operation and maintenance such as oil, registration, insurance, repair and maintenance on the vehicle, and any other cost to ensure readiness of vehicle for requested usage. Costs for fuel will be considered a reimbursable expense.

**5.3.3 Reimbursable Expenses**

The Reimbursable Expenses are determined by DFATD. Bidders are not required to estimate reimbursable expenses that will be incurred in the realization of the project.

**5.3.4 Technical Specialists**

The estimated financial envelope for the Technical Specialists is determined by DFATD. Bidder are not required to estimate these costs. The envelope for Technical Specialists covers such individuals' Fees. All other costs related to Technical Specialists will be paid in accordance with the basis of payment Part 8 - Resulting Contract, Annex C, paragraph 2.6

**5.3.5 Provision for Multi-year Contracts**

The Fees and Service Costs must be expressed as Firm All-Inclusive Per Diem Fee and Firm all-inclusive monthly Service Costs by year (i.e. Year 1, Year 2, Year 3, etc.).

a) The Cost of Personnel – Fees for Personnel Positions Identified by DFATD, is calculated by multiplying the average Firm All-Inclusive Per Diem Fee for the proposed individual and the level of effort expressed in person-days for the position occupied by such individual in accordance with paragraph 5.6, Table 1.

b) The total Service Costs is calculated by multiplying the average Firm all-inclusive monthly Service Costs and the units expressed in months for the Service Costs category in accordance with paragraph 5.6, Table 2.

If the Personnel is added after Contract award, the Contractor must propose fixed annual fees for the remaining Contract period.

**5.3.6 Currency**

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

**5.3.7 Taxes**

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



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

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 by 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.

### 5.3.8 Costing Principles

Cost of the Contract is comprised of the total Fees for Personnel, Service Costs, Technical Specialist Fees, LDI disbursements, and reimbursable expenses (Applicable Taxes extra) paid by DFATD for the provision of Services.

### 5.3.9 Price Justification

Bidders must provide price justification, on DFATD’s request, and within the time indicated 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 work, 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) person-days 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) Any other supporting documentation as requested by DFATD.

### 5.3.10 Advances

<b>Advance payments are permitted</b>	NO
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### 5.3.11 Irrevocable Standby Letter of Credit (ISLC)

#### ISLC for Performance Guarantee

<b>The ISLC must be for the face amount equivalent to</b>	5% of the total value of the Fees and Service Costs
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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
- (iv) 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

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

The total cost of Personnel – For Personnel Identified by DFATD will be calculated by adding the sub-totals of costs related to the Bidders average Firm All-Inclusive Per Diem Fee multiplied by DFATD’s estimated level of effort for each position of Personnel identified by DFATD in the RFP in accordance with paragraph 5.6, Table 1.

Should the Bidder include any positions, other than those identified by DFATD, they will be deemed not included in the Bidder’s financial proposal. The costs associated with these positions will not be taken into consideration in the financial evaluation nor will they be included in the resulting Contract.

### 5.4.2 Service Costs



The total Service Costs is the sum of all the sub-totals of items identified by DFATD calculated by multiplying the number of units for each item with the Bidder's average monthly Service Costs in accordance with paragraph 5.6, Table 2.

Should the Bidder include any Service Cost Categories, other than those identified by DFATD, they will be deemed not included in the Bidder's financial proposal. The costs associated with these Service Cost Categories will not be taken into consideration in the financial evaluation nor will they be included in the resulting Contract.

## 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 specified below.

- i. DFATD supports the use of Indigenous individuals or firms as Personnel and has developed an Indigenous Supplier Incentive process to encourage this practice.
- ii. The Department of Aboriginal Affairs and Northern Development Canadian Supplier Inventory, which is accessible at <http://www.aadnc-aandc.gc.ca/>, will be used by DFATD to determine if the Personnel and/or proposed Subcontractors are indeed Indigenous persons.
- iii. When Indigenous direct hiring and/or subcontracting are proposed, a maximum of 5% of total evaluation points will be awarded after technical and financial proposals are evaluated on a pro-rata basis by using the overall total value of the Bidder's Proposal, both fees and reimbursable expenses, as the basis of comparison. The bonus points will be determined by dividing the total value of the Indigenous component against the overall total value of the Bidder's Proposal. 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 2 additional points [ $(\$100,000/\$1,000,000) \times 20 \text{ points} = 2 \text{ points}$ ]. Only when a Proposal is entirely Indigenous will the full points be awarded.
- iv. The format to be used in presenting information for this process is provided in Table 6, and should be placed in the same envelope as the financial proposal. If the information regarding Indigenous Supplier Incentive in Table 6 is missing, the Bidder will not be awarded any points for the Indigenous Supplier Incentive.



## 5.6 Financial Tables

Table 1 – Cost of Personnel – Fees for Personnel Positions Identified by DFATD

Personnel Resource Name	Personnel Position	Firm All-Inclusive Per Diem Fee (CAD\$)					LOE Estimated by DFATD (person-days) (for evaluation purposes only)	Sub-total Estimated Cost [(average of years 1 to 5) x Total LOE]	
		Year 1	Year 2	Year 3	Year 4	Year 5			
	FSS Project Manager						1,100		
	Administration and Financial Officer						1,100		
	FSS Gender Equality Specialist						1,100		
		<b>SUB-TOTAL-Cost of Personnel CAD \$ (exclusive of Applicable Taxes)</b>							<b>\$</b>

IMPORTANT: The level of effort (LOE) specified above is only an estimate. DFATD reserves the right to decrease or increase the level of effort at any time during contract implementation depending on DFATD programming requirements.

Table 2 –Service Costs

Service Costs Category	Firm all-inclusive monthly Service Costs (CAD\$)					Units	Sub-total estimated cost = (average firm all-inclusive monthly Service Costs for Y1, Y2, Y3, Y4 & Y5) x Units	
	Y1	Y2	Y3	Y4	Y5	Months		
Transportation						60		
		<b>SUB-TOTAL- Service Costs CAD \$ (exclusive of Applicable Taxes)</b>						



Table 3 – Summary of Total Cost

<b>Tables</b>	<b>Sub-total Amounts (CAD\$)</b>
Table 1 – Fees for Personnel Positions Identified by DFATD	
Table 2 – Service Costs	
<b>Total of the Financial Proposal Cost</b> (exclusive of Applicable Taxes)	<b>\$</b>
<b>Total Estimated Taxes</b>	<b>\$</b>



## 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 should submit the duly completed Technical Proposal Submission Form. Bidders have an obligation to 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.

When applicable, if certifications are not submitted with a Proposal and/or improperly completed, DFATD will request corrections and/or completion from the Bidder. Bidders, including each Member of a consortium or joint venture submitting a Proposal, must submit the updated certifications within the timeframe specified in the notification. If the updated certifications are not submitted within the specified timeframe, the Proposal will be rejected.

### 6.1 Certifications Required with the Proposal

#### 6.1.1 Canadian Status

Deleted - left purposely blank

#### 6.1.2 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 should submit the List with their Proposal. In the event that the List is not submitted with the Proposal, DFATD will inform the Bidder of a time within which to submit the List. Failure to submit the List within the time specified will render the Bidder's Proposal non-responsive and the Bidder's Proposal will be rejected.

##### 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 Proposals. The Bidder must comply with the Policy and directives, which can be found at [Ineligibility and Suspension 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 Certifies

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 making a determination 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 instead of including it as part of its Proposal as further described Part 6 Certifications and additional Information, 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 may also determine the Bidder to be ineligible for award of a Contract for providing a false or misleading certification or declaration.

### 6.1.3 Code of Conduct for Procurement

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

The Bidder certifies that for the purpose of this RFP and subsequent Contract, it will not employ public servants in activities that might subject public servants to demands incompatible with their official duties or cast doubt on their ability to perform their duties. The Bidder also certifies that it will not hire directly, or through a third party, former public servants during their





one-year cooling-off period where this would constitute a violation of post-employment measures under the Policy on Conflict of Interest and Post-Employment that complements the Values and Ethics Code for the Public Sector.

#### 6.1.4 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.

#### 6.1.5 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\\_relations-relations\\_internationales/sanctions/index.aspx?lang=eng](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/world-monde/international_relations-relations_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.

#### 6.1.6 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:

- a) 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, the 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 the DFATD before bid closing. 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.

## 6.2 Certifications Precedent to Contract Award

### 6.2.1 Education and Experience

The Bidder certifies that all the information provided in the curriculum vitae and supporting material submitted with its Proposal, particularly information that pertains to education, achievements, experience and work history, have been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that the individuals proposed by the Bidder for the RFP requirement are capable of satisfactorily providing the Services described in Annex B of Part 8, Statement of Work.

### 6.2.2 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 Work 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.

### 6.2.3 Procurement Business Number

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: <https://srisupplier.contractsCanada.gc.ca/>. In the case of a consortium or joint venture, the consortium or joint venture as a whole does not require a PBN but each Member must have a PBN.

### 6.2.4 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 the Technical Proposal Submission Form before Contract award. If the Bidder is a consortium or joint venture, the Bidder must provide DFATD with the required information in the Technical Proposal Submission Form, for each Member of the consortium or joint venture.

For further information on the Federal Contractors Program for Employment Equity visit [ESDC-Labour's website](#).

### 6.2.5 Former Canadian Public Servant Certification – Applicable to Canadian Bidders Only

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. If the answer to the questions in the Technical Proposal Submission Form and, as applicable the information required have not been received by the time the evaluation of Proposals is completed, DFATD will inform the Bidder of a time frame within which to provide the information. Failure to comply with DFATD's request and meet the requirement within the prescribed timeframe will render the Proposal non-responsive.



## 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 [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### 6.2.6 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*.

### 6.2.7 Indigenous Firm

DFATD may request Bidders to provide official certification as to the Indigenous status of Personnel.

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

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

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

AND

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

### 6.2.8 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. 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

<b>There are security requirements associated with this requirement</b>	NO
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The Bidder must meet any security requirements specified in Annex D – 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. For more information on personnel and organization security screening or security articles, Bidders should refer to the Public Works and Government Services Canada [website](#).

### 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*.

### 7.3 Insurance Requirements

<b>There are insurance requirements associated with this requirement:</b>	YES
1. Commercial General Liability Insurance	Applicable
2. Errors and Omissions Liability Insurance	
3. Workers' Compensation Insurance	
4. Health Insurance	

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 article 3.3 of Part 8 – Resulting Contract.



## 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 articles of the Contract;
- (b) The following Annexes:
  - Annex A: Glossary
  - Annex B: Statement of Work
  - Annex C: Basis of Payment
  - Annex D: Security Requirements Check List (if applicable)
- (c) Certifications
- (d) Technical proposal



# 1. Articles of Agreement

## 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, Technical Specialist 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, Technical Specialist. The Contractor must ensure that the terms of his contracts with his Personnel and Technical Specialists reflect this provision.

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

The law governing the Contract is the law applicable in the province or territory of:	Ontario
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- 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 Work. 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) The articles of the Contract
- (b) Annex A: Glossary
- (c) Annex B: Statement of Work
- (d) Annex C: Basis of Payment
- (e) Annex D: Security Requirements Check List (if applicable); and
- (f) The Contractor's Proposal.

## 1.6 Location

The Services will be performed at the locations specified in Annex B, Statement of Work, 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]
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### Contact Information:

DFATD	Contractor [All Members of a consortium or joint venture should be listed here.]
Distribution and Mail Services – AAG Lester B. Pearson Building 125 Sussex Drive Ottawa, Ontario Canada K1A 0G2 Attention: [insert name of the Contracting Authority – Organization Symbol] Attention: [insert name of the Technical Authority – Organization Symbol]	Legal entity address: [insert] Attention: [insert name] E-mail: [insert]

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 DFATD Delegation Instrument] Telephone: E-mail:	[Insert title of the Project Manager] Telephone: 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 article 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\*](#).

## 1.12 Conflict of Interest

- 1.12.1 Given the nature of the work to be performed under this Contract and in order to avoid any conflict of interest or appearance of conflict of interest, the 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 work 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 articles 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.
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The period of the Contract is from the effective date specified in article 7 of the Contract to the date specified above inclusively.

### 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 Work 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 Annex B, 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 article 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 B, Statement of Work.
- (d) Reallocation of funds between the categories Fees for Personnel, Services Cost, Technical Specialists Fees, Local Development Initiative disbursements, and reimbursable expenses as established in Annex C, 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. Fees related to an existing position 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 C, 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.

## **2.4 Excusable 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 article 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 Work 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:



- a. The value, of all completed parts of the Work 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 articles 2.6 or 2.7.
- 2.5.2 When an order is made under article 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.
- 2.5.3 When an order made under article 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 article 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 article 2.6.1 or 2.6.2, the Contractor will have no claim for further payment except as provided under article 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 article 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 for Personnel, Technical Specialist Fees, Service Costs and LDI disbursements 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 article 2.6.4 must not exceed the Contract price.

- 2.6.5 If the Contract is terminated for default under article 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 article 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.

- 2.7.2 If a termination notice is given pursuant to article 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 for Personnel, Technical Specialist Fees, Service costs and LDI disbursements 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 article 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 article 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 article 2.7 except to the extent that this article 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 article 2.5, 2.6 or 2.7, or upon expiration of this Contract pursuant to article 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 article 3.2;



- (c) the Contractor's obligation to permit inspection, copying and auditing of its accounts and records set forth in article 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. The 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

### 3.1 General 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.
- 3.1.2 The Contractor represents and warrants that:
  - a. It is competent to perform the Work;
  - b. It has everything necessary to perform the Work, 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 Work.
- 3.1.3 The Contractor must:
  - a. Perform the Work diligently and efficiently;
  - b. Except for Government Property, supply everything necessary to perform the Work;
  - 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 Work 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 Work 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 Work or any part of the Work, 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 Work, 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 Work. 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 Work is performed.



- 3.1.7 Unless the Contracting Authority orders the Contractor to suspend the Work or part of the Work pursuant to article 2.5, the Contractor must not stop or suspend the Work or part of the Work 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 Work. 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.
- 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 article 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 Commercial General Liability Insurance for not less than \$2,000,000 Canadian dollars per accident or occurrence and in the annual aggregate inclusive of defence costs.

The insurance will include the following:

- (a) Canada as an additional insured, as represented by the Department of Foreign Affairs, Trade and Development;
- (b) Bodily Injury and Property Damage to Third Parties;
- (c) Product 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.
- (l) 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.

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.

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.





### 3.4 Security Requirements

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

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



### 3.5.3 Subcontractors

Unless DFATD agrees in writing, the Contractor must ensure that each of its Subcontractors and Technical Specialists 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 article 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 7 years following completion of the Contract.

## 3.7 Intellectual Property

### 3.7.1 Interpretation

(a) "work" means anything that is created or developed in relation to the Project including designs, reports, photographs, drawings, specifications, plans, tools, resources, computer software, surveys, and Web sites.

3.7.2 All intellectual property rights are vested to the Contractor.

3.7.3 The Contractor hereby grants Canada, the beneficiaries of the Project and any person designated by DFATD, notably in the disposal of assets plan, a worldwide, perpetual, irrevocable, non-exclusive, non-commercial, free-of-charge and royalty-free license, authorizing them to exercise all of the intellectual property rights in the Work and which:

- a. Authorizes them to do the acts reserved to the owner by the national law applicable to the Work or, if there is no law in a country where the license is exploited, the acts reserved to the owner by the applicable law in Canada; and
- b. Grant a free-of-charge and royalty-free sublicense to any person, authorizing the sub-licensee to do any or all of the acts mentioned in paragraph a.

3.7.4 The Contractor declares and warrants that the Work, and the exercise of the intellectual property rights granted under the Contract, in no way infringe upon the intellectual property rights of others or upon the legislation in force;

3.7.5 The obligations contained in this section must be reproduced in all sub-agreements and subcontracts.

## 3.8 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 articles of the Contract. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.



### 3.9 Equipment, Vehicles and Materials

#### 3.9.1 Deleted - left purposely blank

#### 3.9.2 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.

#### 3.9.3 Equipment, vehicles and materials purchased by the Contractor wholly or partly with funds provided by DFATD, will be the property of the Contractor.

### 3.10 Public Recognition

#### 3.10.1 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 compliant with Canada's Federal Identity Program.

#### 3.10.2 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.

#### 3.10.3 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 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.

#### 3.10.4 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.

#### 3.10.5 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.

### 3.11 Economic Sanctions and Other Trade Controls

#### 3.11.1 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/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/world-monde/international_relations-relations_internationales/sanctions/types.aspx?lang=eng)

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

- 3.11.2 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.
- 3.11.3 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.
- 3.11.4 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.
- 3.11.5 The Contractor will include a corresponding provision in all subcontracts and sub-agreements it signs for the purposes of the Contract.

### 3.12 Managing for Results

- 3.12.1 The Contractor must monitor project outputs and outcomes using indicators specified in the most recently approved version of the Performance Measurement Framework.
- 3.12.2 The Contractor must propose adjustments to sub-activities and outputs, in accordance with the provisions of the Contract detailed under article 2.3, to ensure achievement of outcomes at the immediate, intermediate and ultimate levels.
- 3.12.3 The Contractor must notify the Technical Authority within 10 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.
- 3.12.4 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.

## 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 article 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 article 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 hours
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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 Work, 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 acceptable to DFATD. 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 Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with 4.2.2. The fact that the Contracting Authority does not order that a replacement stop performing the Work 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 articles 3.1.1 and 4.3 during this Contract whether the work is 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 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 article 2.5 or Termination due to default of Contractor in accordance with article 2.6.



## 5. Obligations of DFATD

### 5.1 Goods and Services Provided by the Recipient Country

Annex B, 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 C, 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 [Internal Review Mechanism \(IRM\)](#) is available to facilitate dispute resolution. The Contractor may submit its complaint using the IRM Enquiry Form. In the event that no settlement is reached through this process, each Party hereby:

- (a) Consents to fully participate in and bear the cost of any dispute resolution process proposed by the Procurement Ombudsman appointed pursuant to Subsection 22.1 (1) of the *Department of Public 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](mailto: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 work of this Contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).



## 7. Signature

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

\_\_\_\_\_  
Title

For **[Member]****Error! Reference source not found.**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
Date (YYYY-MM-DD)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

*For Her Majesty*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
Date (YYYY-MM-DD)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title





## **ANNEX “A” GLOSSARY**

(To be included at Contract signature)

## ANNEX “B” Statement of Work

### ATTACHMENT 1 TO ANNEX B – Project Description

#### List of acronyms

AWP	Annual work plan
CFLI	Canada Fund for Local Initiatives
CFSP	Canadian Francophonie Scholarship Program
DFATD	Department of Foreign Affairs, Trade and Development
DRC	Democratic Republic of Congo
FIAP	Feminist International Assistance Policy
FSS	Field Support Service
FSSP	Field Support Services Project
GAVI	Vaccine alliance
GBA+	Gender-based Analysis Plus
GDP	Gross domestic product
GE	Gender equality
GFF	Global Financing Facility
GAC	Global Affairs Canada
IDRC	International Development Research Centre
IWP	Initial work plan
LDI	Local Development Initiative
MONUSCO	United Nations Organization Stabilization Mission in the Democratic Republic of the Congo
ODAAA	<i>Official Development Assistance Accountability Act</i>
OPM	Operating Procedures Manual
SDG	Sustainable development goal
SGBV	Sexual and gender-based violence
SRHR	Sexual and reproductive health and rights
TA	Technical authority

## 1.0 BACKGROUND

In line with its Feminist International Assistance Policy (FIAP) and in solidarity with the Congolese people, Canada will engage with the Democratic Republic of Congo (DRC) to strengthen the values of democracy, pluralism, inclusive governance, gender equality and equitable redistribution of the country's wealth in favour of the poor. Canada will work to ensure that every member of Congolese society, particularly women, girls and people in other vulnerable and marginalized groups, are able to exercise their rights, enjoy better health, and live in a more stable and secure environment.

Protecting human rights and promoting peace and good governance underpin all aspects of Canada's engagement in the DRC. Canada's development assistance is grounded in promoting the value of inclusion for all people in the DRC. It supports gender equality (GE), access to health and education, child protection and inclusive governance, and helps to ensure that the DRC makes meaningful progress on the international and national commitments it has made in these areas and toward achieving the sustainable development goals (SDGs). Through a concerted approach, Canada is strengthening efforts to place women and girls at the centre of its development assistance in the DRC.

Another goal for Canada is to better understand the causes and factors of conflict and fragility in its programming in the DRC from a strategic standpoint so as to better coordinate the development, humanitarian assistance, and peace and security streams in accordance with the Triple Nexus approach, especially in the eastern part of the country.

To ensure the effectiveness, efficiency, quality and relevance of Canada's development assistance in responding to the DRC's development challenges, needs and priorities, officials from Canada's development program in the DRC require access to local technical expertise, sector studies and strategies, information on sector and initiative-level preparation and monitoring, along with supplementary administrative and logistical support. The Department of Foreign Affairs, Trade and Development (DFATD), also known as Global Affairs Canada (GAC), has created the Field Support Services Project (FSSP) to provide the required technical, administrative, financial, logistical and procurement services and support to Local Development Initiatives (LDIs) and projects. The selected Contractor will manage the FSSP.

### 1.1 Development Context

The DRC is the second-largest country in Africa and the fourth most populous (with an estimated 90 million inhabitants). In spite of its abundant natural resources, the DRC is still one of the poorest countries in the world. It ranks 179th (out of 189 countries) on the United Nations Human Development Index (2019), largely because of the political instability and insecurity caused by ethnic conflicts and illegal mineral trafficking. Seventy-six-point six percent of the total population is living in poverty, that is, on less than \$1.90 per day.

Congolese children stay in school an average of 9.2 years, and 43% of children suffer from malnutrition. At present, 43% of households have access to drinking water (69% in urban centres, 23% in rural areas) and only 20% have access to sanitation. With an average of 6.1 children per woman, the country has a higher fertility rate than the average for sub-Saharan Africa (4.8). Its early pregnancy rate is also high, with 125.24 live births per 1,000 adolescent girls (aged 15 to 19).

The DRC is still recovering from a series of conflicts that erupted in the 1990s. After a number of presidential election delays, Félix Antoine Tshisekedi Tshilombo won the ballot of December 2018, succeeding Joseph Kabila, who had led the country for 18 years.

Economic growth slowed to 4.4% in 2019 due to the decline in commodity prices, particularly of cobalt and copper, which account for over 80% of the DRC's exports. The current coronavirus (COVID-19) pandemic should create an economic recession of -2.1% of GDP in 2020 and 2021 as a result of the decline in exports because of the bad global economic situation.

Women and girls live in a context of inequality and marginalization in which it is difficult for them to exercise their rights and participate fully in their country's social and economic life. Access to sexual and reproductive health services is still very limited for most women and teenage girls. In addition, early marriages are common, the mortality rate of children under 5 years of age and the maternal mortality rate are among the highest in the world, and a substantial proportion of births are to adolescent mothers. Sexual violence continues to be prevalent today, with devastating impacts on girls, women and their communities.

The humanitarian crisis in the DRC is one of the most serious and complex in the world. The security situation remains critical in certain parts of the country, especially in the provinces of South Kivu, North Kivu and Ituri, due to the presence of over 100 armed groups.

## 1.2 DFATD Development Programming Context

### 1.2.1 Programming Context in the DRC

In 2018–2019, Canada's international assistance to the DRC was \$135.31 million, \$119.45 million of which came from GAC. The department uses various channels to deliver its programming in the DRC:

**Bilateral Program:** Bilateral development programming emphasizes gender equality, respect for the rights of women and girls, and the priority needs of vulnerable populations, particularly women, children and youth.

Programming aims to improve access to and the quality of sexual and reproductive health services adapted to the needs of women and adolescents, and addresses gaps in sex education for adolescent boys and girls living in conflict-affected regions. Canada is also working to build the capacities of women's rights organizations in order to strengthen women's empowerment and gender equality. Canada also supports survivors of sexual violence. The program intervenes as well in the field of governance and child protection. Lastly, to complement its diplomatic engagement, the bilateral assistance program aims to build the capacities of government officials, local authorities and civil society to promote the rule of law and support citizen participation, especially that of women.

**Humanitarian Assistance:** Canada's humanitarian assistance in the DRC is helping to provide food, treatment for acute malnutrition, drinking water, hygiene, sanitation, health services and protection (including medical and psychosocial support to survivors of sexual violence), infection prevention and identification, contact tracing, and support to livelihoods for vulnerable populations.

**Multilateral Programming:** Canada contributes to the global funding of various multilateral institutions for the DRC. The DRC is one of the first 4 countries to receive support from the Global Financing Facility (GFF), a multi-donor financial platform that supports local development of national plans for newborn, child and maternal reproductive health. In addition, the DRC is a principal recipient of funds from GAVI, the Vaccine Alliance, and the Global Fund to Fight AIDS, Tuberculosis and Malaria. Education is also part of Canada's contributions in the DRC through the Global Partnership for Education and education in emergencies through the reintegration of girls who are victims of conflict and/or violence.

**Partnerships for Development Innovation:** Canadian civil society organizations receive funding from GAC to implement projects in the DRC. The country also benefits from scholarship programs (such as the Canadian Francophone Scholarship Program (CFSP)) and the sending of volunteers (for example, through the Canadian non-governmental organization CUSO), as well as from projects for improving the health of women and children, increasing economic and social well-being and food security, and promoting human rights.

**Peace and Stability:** Canada's actions in the DRC also contribute to achieving the objectives of Canada's National Action Plan on Women, Peace and Security (2017–2022). GAC's Peace Operations, Stabilization and Conflict Policy Division supports such issues as the increased meaningful participation of women in conflict prevention and resolution and the fight against impunity for perpetrators of sexual violence. In addition, Canada supports the United Nations Organization Stabilization Mission in the Democratic Republic of the Congo (MONUSCO).

**Other Canadian Investments:** The DRC also receives funding through other means, such as regional funding and funding under the Canadian Fund for Local Initiatives (CFLI), which is managed by the Embassy of Canada in Kinshasa.

Apart from investments from GAC programs, Canadian international assistance flows from a few other departments, such as the Department of Finance Canada, from Canadian provinces and municipalities, and from the International Development Research Centre (IDRC).

For additional information on DFATD's development program in the DRC, please consult the DFATD website at [https://www.international.gc.ca/gac-amc/publications/odaaa-lrmado/dem\\_rep\\_congo-rep\\_dem\\_congo.aspx?lang=eng](https://www.international.gc.ca/gac-amc/publications/odaaa-lrmado/dem_rep_congo-rep_dem_congo.aspx?lang=eng) and the Project Browser at <https://w05.international.gc.ca/projectbrowser-banqueprojets/?lang=eng>.

### 1.2.2 Links with DFATD's Policy and Programming Framework

Throughout all its programming, and in accordance with Canada's *Official Development Assistance Accountability Act* (ODAAA), Canada strives to pursue aid effectiveness principles and deliver aid that maximizes its impact on development and poverty reduction and promotes human rights. In promoting Canada's FIAP and improving aid effectiveness, DFATD maintains a focus on GE, accountability, value for money and results. The FSSP will support key elements of DFATD's commitment to the FIAP, SDGs and aid effectiveness based on the Paris Principles, particularly GE and women's empowerment, effectiveness and alignment.

Canada's commitment to strengthening aid effectiveness, achieving development results and demonstrating effective stewardship of public funds requires appropriate due diligence both prior to entering into agreements to transfer funds and throughout the life of a DFATD-funded initiative. Initiatives are assessed to determine the eligibility of specific organizations for funding or to determine the acceptability of using public financial management, procurement and reporting systems. This due diligence process is used to ensure that transfer payment programs are managed with integrity, transparency and accountability in a manner that is sensitive to risks, are recipient-focused, and are designed and delivered to address Canadian government priorities in achieving results.

In addition, DFATD is bound by the *Anti-terrorism Act* and must therefore ensure that no Canadian funds are diverted to any terrorist entity listed by the Government of Canada (<https://laws-lois.justice.gc.ca/eng/acts/a-11.7/page-1.html>). To this end, DFATD assesses potential funding recipients, insists that all its agreements include appropriate anti-terrorism financing clauses, and conducts regular monitoring of its investments.

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

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

**Efficiency:** Security issues, conflict and travel restrictions can affect day-to-day operations, particularly in the DRC's eastern provinces. Access to timely and reliable support for up-to-date information on current events and context are vital to the delivery of programming.

**Alignment:** By providing a platform for technical services, the FSSP enables DFATD's participation in a broad range of initiatives to assist the DRC to reform and strengthen the effectiveness of its governance and institutional systems, coordinate sector support, facilitate policy dialogue and build inclusive partnerships. In addition, the FSSP supports the implementation of Canadian policies related to the promotion of GE, environmental sustainability and aid effectiveness.

## 2.0 SCOPE OF WORK

### 2.1 General Scope of Work

DFATD's bilateral development programs have historically relied on outsourcing support services in the field to deliver programming and achieve results in countries that receive Canadian development assistance. Since the 2016 rollout, the DFATD approach to providing this support has been through FSSPs.

The proposed project follows the department's FSSP model and includes lessons learned from other operational projects, while being tailored to the DRC's unique context and needs. Overall, the FSSP provides analysis and technical expertise, facilitates knowledge sharing and supports local research and knowledge building. It also provides administrative, financial, procurement and logistical services in support of program delivery, informs sound, evidence-based planning, monitoring and reporting for development programming in support of Canadian priorities, and ensures that programming is based on strong analysis incorporating a conflict-sensitive and human rights-based approach, with gender equality and the empowerment of women and girls at the core. The FSSP also strengthens Canada's position as a lead donor in the country by contributing to key areas, such as GE and the empowerment of women and girls, access to health and education in emergencies, child protection, inclusive governance, combating sexual and gender-based violence, and overall contribution to the 2030 SDGs.

Given the importance of Canada's development programming in the DRC (all channels), an FSSP is necessary to analyze the complex, changing situation in the country and to support monitoring of the development program. Moreover, for effective program implementation and given Canada's commitment to responding to the DRC's recurring crises and epidemics, it is critical to have access to technical specialists in such areas as GE, health, inclusive governance, child protection, education in emergencies, humanitarian assistance and conflict sensitivity who understand the local context and are well placed to monitor project implementation and provide advice to program officials.

In addition, for the program to be more flexible and respond strategically to the evolving and complex needs of the DRC, the FSSP includes an LDI fund valued at \$500,000. This fund offers financial assistance to help with the implementation of LDIs in key sectors relevant to the Canadian assistance program in the DRC. The Contractor will be required to manage this fund.

## **2.2 Expected Outcomes**

The final outcome for the FSSP in the DRC is to improve the effectiveness of Canada's development results in the DRC, in accordance with the FIAP. The following logic model breaks down the expected outcomes.

FSSP logic model in the DRC:

<b>Project title</b>	Field Support Services Project in the DRC	<b>No.</b>	P-009619
<b>Country/Region</b>	Democratic Republic of the Congo	<b>Duration</b>	2021–2026 (5 years)

<b>Final outcome</b>	<b>1000</b> Increased achievement of expected outcomes for Canadian programs and policies <sup>1</sup> in the Democratic Republic of Congo.
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<b>Intermediate outcomes</b>	<b>1100</b> Increased relevance of Canadian programming to local and humanitarian development plans and priorities, and the challenges <sup>2</sup> faced by the most marginalized and vulnerable groups, including women and girls, <sup>3</sup> in all of their diversity.	<b>1200</b> Increased effectiveness and gender sensitivity in program delivery by key stakeholders throughout its results-based life cycle.	<b>1300</b> Sustained promotion of GE by organizations, movements and platforms that defend the rights of women and girls.
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	<b>Knowledge and Understanding</b>	<b>Technical Expertise and Management Support</b>	<b>Dialogue and Policy Engagement</b>	<b>Logistical and Administrative Support</b>	<b>Organizations and Platforms That Defend Women’s Rights</b>	
<b>Immediate outcomes</b>	<b>1110</b> Key stakeholders <sup>4</sup> increased knowledge and understanding of the local context, including GE, the environment/climate, human rights and other related Canadian priorities/issues necessary for effective decision making.	<b>1120</b> Increased, maintained access to development tools, resources and plans <sup>5</sup> for key stakeholders throughout the life cycle of results-based programming that takes account of issues related to GE, environment/climate, human rights and other Canadian priorities.	<b>1130</b> Increased opportunities to advance Canada’s policy dialogue in priority fields related to humanitarian assistance and/or development, including issues relating to GE, sustainability of the environment/climate and human rights.	<b>1210</b> Increased and constant access for key stakeholders to inclusive logistical and administrative support <sup>6</sup> that takes account of differences between the sexes and environmental sustainability.	<b>1310</b> Better access to technical and financial resources for local women’s and girls’ organizations that promote GE, women’s rights, and peace and security.	<b>1320</b> Increased institutional capacities of local organizations that defend the rights of women and girls with the support of evidence-based data and promote GE, the economic empowerment of women, and peace and security.

1 This includes greater realization of expected outcomes in the areas of human rights, GE and environmental sustainability. These outcomes can be achieved at any level of the programming logic model.

2 Challenges include those related to the environment and climate faced by women and girls.

3 This includes the challenges faced by women and girls in exercising and protecting their rights, equal access to and control of resources, and decision-making equality.

4 All stakeholders must be defined by the competent FSSP technical authority (TA) for the country concerned.

5 Could be applied to a plan at the village, district, region or nation level, or in connection with the SDGs.

6 Inclusion means that the voices and interests of people are taken into account on issues that concern them and the development of their society.



<p><b>Outputs (examples)</b></p>	<p><b>1111</b> Analyses and reports provided to key stakeholders on the social, civil, political, economic, cultural and environmental/climate situation, including the Gender-based Analysis Plus (GBA+) of the country concerned.</p> <p><b>1112</b> Sectoral technical advice and reports, including GBA+, provided to key stakeholders, taking Canada’s priorities into account.</p> <p><b>1113</b> Training and information sessions on Canada’s priorities and approaches, including GE in the local context concerned for key stakeholders.</p> <p><b>1114</b> Analysis of the portfolio of projects carried out to determine points of entry to innovative, gender-sensitive and sustainable solutions from the standpoint of the environment/climate for implementation of Canadian programming.</p>	<p><b>1121</b> Technical advice based on the GBA+, an environmental/climate analysis, human rights and other analyses provided to key stakeholders throughout the results-based project and the program management life cycle.</p> <p><b>1122</b> Monitoring, analysis and communication to key stakeholders of Canadian project and program results, including collection of data broken down by gender, age and other factors, as appropriate.</p> <p><b>1123</b> Evaluation of projects and/or programs/portfolios and communication of results to key stakeholders, including the effect<sup>7</sup> on GE, environment/climate and human rights.</p>	<p><b>1131</b> Engagement activities for policy dialogue aimed at achieving Canada’s priorities, including GE, human rights and environmental/climate sustainability organized for key stakeholders, such as civil society organizations.</p> <p><b>1132</b> Technical, logistical and administrative resources and support for the establishment of local development funds that emphasize the advancement of GE, human rights, and environmental/climate sustainability.</p> <p><b>1133</b> Support provided to Canadian staff in establishing new partnerships or strengthening existing ones, including with women’s rights organizations.</p>	<p><b>1211</b> Inclusive administrative, financial and contracting or procurement services that are gender-sensitive and environmentally sustainable provided to key stakeholders.</p> <p><b>1212</b> Inclusive, gender-sensitive and sustainable logistical support provided to key stakeholders, including local organizations that promote human rights, GE and environmental sustainability.</p> <p><b>1213</b> List of consultants including experts in GE, results-based management, and established and up-to-date techniques.</p>	<p><b>1311</b> Funding provided to women’s rights organizations to support new or current programs, including service delivery, increased awareness, and dialogue and consultation on advocacy and policy.</p> <p><b>1312</b> Responsive funds provided for activities to defend the rights of women and girls and strategic short-term projects (for example, testing innovative ideas).</p>	<p><b>1321</b> Assessments of needs of organizations defending the rights of women and girls completed.</p> <p><b>1322</b> Training given to organizations that defend the rights of women and girls, for example, on results-based project management, risk and financial management, technical and thematic fields, and networking and advocacy skills.</p> <p><b>1323</b> Networks, alliances and partnerships between organizations that defend the rights of women and girls, and between those organizations and the government facilitated and strengthened.</p>
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<sup>7</sup> In this context, the term “effect” is used generically.

The FSSP includes a range of activities in support of the effective implementation of the DRC program in its key spheres of action, especially GE, inclusive governance, human dignity (health and education), child protection and the fight against SGBV, and the consideration of sectors with cross-cutting themes, such as governance, gender, the environment, and the conflict and fragility lens. Here are some of these activities:

- Provision of advice to DRC program officials on the design and implementation stages of the program's development projects
- Procurement of the services of technical specialists (as and when required) for the planning, implementation and monitoring of projects and programs, and support on various subjects, such as health, humanitarian assistance, child protection, education in emergencies, communication, the environment, and the conflict and fragility lens
- Targeted and strategic technical assistance to the host government at GAC's request, particularly in the fields of GE, health and governance
- Establishment of an LDI fund to support local development initiatives that advance, among others, political and peace process participation, GE and human rights for women, girls and other vulnerable communities
- Support for policy dialogue and best practice-sharing initiatives
- Provision of administrative, financial and logistical services, as required

### **2.3 Workplace**

The FSSP office will be based in Kinshasa, DRC. The TA will be based in the Embassy of Canada to the DRC, in Kinshasa. For logistical reasons, the FSSP Contractor will work in Kinshasa, in the DRC, to ensure proximity to the Embassy of Canada in Kinshasa. The FSSP Contractor may perform the work in an office building in Kinshasa. However, FSSP activities will be implemented across the country.

## **3.0 GOVERNANCE**

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

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

DFATD will exercise overall responsibility for setting the project's general direction, including:

- Issuing requests for procurement of technical specialists services;
- Setting priorities and clarifying needs for logistics and administrative services within the scope of the Contractor's responsibility;
- Serving as the primary interlocutor between the FSSP Contractor and the DRC government ministries and agencies.

### **3.2 Contractor**

The Contractor will:

- a) Implement the FSSP to achieve DFATD's programming and projects results, in collaboration with DFATD and in accordance with the Contractor's specific Statement of Work;
- b) Prepare all project documents, such as annual work plans (AWPs), the Operating Procedures Manual (OPM), progress, financial and procurement reports, and the LDI management process;
- c) Perform the services in accordance with the approved AWPs;
- d) Collaborate with DFATD and partners in assessing needs and setting priorities;
- e) Identify, contract and manage appropriate and relevant resources, including technical specialists, as needed;
- f) Direct technical specialists and other members of the support staff;
- g) Receive deliverables from technical specialists and ensure the quality;

- h) Undertake appropriate measures to ensure cost effectiveness and proper resource use;
- i) Manage FSSP performance and ensure products and deliverables meet the pre-defined statements of work or all other specifications.

#### 4.0 FSSP CONSTRAINTS

As with all DFATD and other donor projects, some constraints may affect project implementation.

The FSSP will be implemented in a territory where the political environment is in constant flux and where it must respect international and local laws and regulations. Civil unrest can arise at any time in almost any part of the country. The security situation could deteriorate suddenly and unexpectedly. These are risks that the FSSP Contractor should anticipate and will have to mitigate.

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

#### 5.0 RISKS

Managing risk in crisis and conflict-affected environments requires an increased focus on due diligence and a need for flexibility and adaptability. DFATD places emphasis on the importance of accurately defining the various types of risks that a project could face and the development of impact and risk response strategies.

The uncertain political environment and recurring crises (conflicts in the east, epidemics, etc.) demand that the nature and likelihood of the various risks that could impact the project be considered and managed carefully. The development and periodic update of a contingency plan is an important part of the project's risk management strategy. In addition, a conflict-sensitive approach as well as proactive and systematic risk planning should be integrated into all project activities. A risk management strategy is required as part of the Contractor's AWP.

#### 6.0 LINKS TO RELEVANT DFATD AND GOVERNMENT OF CANADA DOCUMENTS

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

DFATD's website is: <https://www.international.gc.ca>.

It contains a wealth of information on policies, priorities, guidelines and cross-cutting themes and other relevant documents. This information and these documents will serve as the framework for FSSP implementation.

Some key subjects are:

- a) Canada's Feminist International Assistance Policy: [https://www.international.gc.ca/world-monde/issues\\_development-enjeux\\_developpement/priorities-priorites/policy-politique.aspx?lang=eng](https://www.international.gc.ca/world-monde/issues_development-enjeux_developpement/priorities-priorites/policy-politique.aspx?lang=eng)
- b) Canadian international assistance program in the DRC: [https://www.international.gc.ca/world-monde/issues\\_development-enjeux\\_developpement/priorities-priorites/where-ou/congo.aspx?lang=eng](https://www.international.gc.ca/world-monde/issues_development-enjeux_developpement/priorities-priorites/where-ou/congo.aspx?lang=eng)
- c) Evaluation of International Assistance Programming in the Democratic Republic of Congo, 2012–13 to 2018–19: <https://www.international.gc.ca/gac-amc/publications/evaluation/2020/drc-ia-ai-rdc.aspx?lang=eng>
- d) Audit of the Implementation of Field Support Services Initiative: <https://www.international.gc.ca/gac-amc/publications/audits-verification/2019/ifssi-moisat.aspx?lang=eng>
- e) Results-based management approach and guidelines, including integrated risk management: [http://international.gc.ca/world-monde/funding-financement/results\\_based\\_management-gestion\\_axee\\_resultats.aspx?lang=eng](http://international.gc.ca/world-monde/funding-financement/results_based_management-gestion_axee_resultats.aspx?lang=eng)
- f) Project Browser: <https://w05.international.gc.ca/projectbrowser-banqueprojets/?lang=eng>
- g) Policy on Gender Equality: <https://www.international.gc.ca/world-monde/funding-financement/policy-politique.aspx?lang=eng>
- h) Framework for Assessing Gender Equality Results:

<https://www.international.gc.ca/world-monde/funding-financement/framework-cadre.aspx?lang=eng>

- i) Canada's efforts to promote global environmental protection:  
[https://www.international.gc.ca/world-monde/issues\\_development-enjeux\\_developpement/environmental\\_protection-protection\\_environnement/index.aspx?lang=eng](https://www.international.gc.ca/world-monde/issues_development-enjeux_developpement/environmental_protection-protection_environnement/index.aspx?lang=eng)
- j) Inclusive governance and democracy:  
[https://www.international.gc.ca/world-monde/issues\\_development-enjeux\\_developpement/human\\_rights-droits\\_homme/governance-gouvernance.aspx?lang=eng](https://www.international.gc.ca/world-monde/issues_development-enjeux_developpement/human_rights-droits_homme/governance-gouvernance.aspx?lang=eng)
- k) Inclusion of marginalized people: [https://www.international.gc.ca/world-monde/issues\\_development-enjeux\\_developpement/human\\_rights-droits\\_homme/inclusion.aspx?lang=eng](https://www.international.gc.ca/world-monde/issues_development-enjeux_developpement/human_rights-droits_homme/inclusion.aspx?lang=eng)
- l) Canada's Policy for Civil Society Partnerships for International Assistance – A Feminist Approach:  
[https://www.international.gc.ca/world-monde/issues\\_development-enjeux\\_developpement/priorities-priorites/civil\\_policy-politique\\_civile.aspx?lang=eng](https://www.international.gc.ca/world-monde/issues_development-enjeux_developpement/priorities-priorites/civil_policy-politique_civile.aspx?lang=eng)
- m) The *Official Development Assistance Accountability Act*: <https://www.international.gc.ca/gac-amc/publications/odaaa-irmado/index.aspx?lang=eng>
- n) Canada's National Action Plan on Women, Peace and Security: [https://www.international.gc.ca/world-monde/issues\\_development-enjeux\\_developpement/gender\\_equality-egalite\\_des\\_genres/cnap\\_wps-pnac\\_fps.aspx?lang=eng](https://www.international.gc.ca/world-monde/issues_development-enjeux_developpement/gender_equality-egalite_des_genres/cnap_wps-pnac_fps.aspx?lang=eng)

## 6.2 DRC Government Resources

- a) Plan national stratégique de développement de la RDC [DRC national strategic development plan] (*in French only*). Bidders will be sent the document upon request.

## 6.3 Government of Canada

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

## **ATTACHMENT 2 TO ANNEX B –CONTRACTOR’S SPECIFIC MANDATE**

### **1.0 FSSP SCOPE OF WORK**

The Contractor is responsible for all aspects of FSSP implementation. The Contractor must render administrative, financial, procurement and logistical services and support the LDI on an as required basis. To implement and manage the FSSP, the Contractor must:

- i) acquire and maintain sound and practical knowledge of and adhere to the various relevant policies, regulations, guidelines and procedures governing Government of Canada and DFATD development programming
- ii) be informed of and comply with locally applicable laws, regulations and practices, including those for local human resources management and contracting (for goods and services). The Contractor must also be aware of current and planned local laws and regulations that might affect the FSSP and the ability to operate in the DRC.

### **2.0 TASKS**

#### **2.1 Contractor’s Tasks**

To help improve the efficiency of program and project work by stakeholders and the impact of Canada’s development assistance in the DRC, the Contractor must render administrative, financial and logistical services, undertake the procurement of goods, services and technical specialists, and support LDIs. The Contractor will be the overall manager, administrator and coordinator, bringing together the various resources required to execute the project and will respond to the DFATD TA’s requests in a timely fashion. The Contractor will be responsible for carrying out activities required for the financial and operational administration of the project.

All services rendered under the Contract must, at the time of acceptance, 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 must be at no cost to DFATD.

Among other things, the Contractor must provide the following services and perform the tasks associated with them.

##### **2.1.1 Administrative Services**

- a) Providing administrative support services, including document production and binding;
- b) Developing and maintaining appropriate databases (such as databases on Canadian and local non-governmental organizations (NGOs), local consultants and other key contacts in the project location);
- c) Setting up and maintaining an electronic and a physical filing system for all FSSP correspondence and supporting documents, sorted based on project, sector, thematic, administrative and contractual requirements;
- d) Providing assistance and technical support in the preparation and delivery of multimedia presentations (e.g. brochures, outreach documents, multimedia presentations);
- e) Providing advice and conducting project site visits as necessary for mission representatives and stakeholders on the structure and functions of local ministries and on culturally appropriate modes of engagement;
- f) Providing interpretation and translation services;
- g) Providing other administrative services, as required.

##### **2.1.2 Financial Services** (in accordance with generally accepted financial practices)

- a) Ensuring financial management of funds, as required;
- b) Providing financial reporting and auditing services;
- c) Establishing accounting practices and billing systems;
- d) Setting budgetary priorities, allocating resources and using account systems software for monitoring and control;

- e) Maintaining proper financial records and ensuring that all cost-related supporting documents are kept up to date;
- f) Processing payments to technical specialists and suppliers of goods and services procured under the project;
- g) Providing financial advice related to local laws and regulations, banking institutions and the reasonableness of estimated expenses for products or services in the recipient country to support compliance with DFATD financial policies and regulations;
- h) Providing accounting and financial reconciliation services;
- i) Providing other financial services, as required.

### **2.1.3 Procurement Services**

- a) Carrying out market research on the availability of local goods and services (including a list of qualified technical specialists) and on market rates and costs;
- b) Preparing statements of work and budgets for the recruitment of technical specialists;
- c) Providing administrative oversight of technical specialists, including, but not limited to, managing work, ensuring adherence to the deliverables schedule and ensuring client satisfaction;
- d) Managing solicitation processes and contracts, including contract amendments and termination.

The Contractor must procure goods and services, including the recruitment of qualified technical specialists through fair and transparent selection processes, when possible and in accordance with the approved Procurement Plan and procurement procedures and policies, which are submitted as part of the initial work plan (IWP), AWP and OPM. Any exception to competition must be justified and documented and may be subject to audit. The TA reviews and approves these procedures before the Contractor undertakes procurement activities. If additional procurement is requested, it will be done through individual work assignment requests submitted by the TA.

### **2.1.4 Logistical Services**

- a) Booking hotel accommodations, making in-country and international travel arrangements, and arranging or confirming appointments and meetings;
- b) Booking meeting rooms with interpretation, videoconferencing and teleconferencing services;
- c) Arranging vehicle rental, as required;
- d) Planning, coordinating and managing events;
- e) Providing other logistical services, as required.

### **2.1.5 Project Coordination Services**

- a) Preparing AWP and program or project reports, and supervising Specialists' activities;
- b) Conducting knowledge-sharing events with other stakeholders, facilitating stakeholder coordination and promoting knowledge-sharing among projects and LDIs;
- c) Maintaining ongoing liaison with DFATD officers, maintaining proper project files and preparing collated periodic and annual reports on projects and LDIs;
- d) Providing other related services, as required.

### **2.1.6 Local Development Initiatives (LDI) Support**

The FSSP includes an LDI fund that supports initiatives designed, among other things, to advance GE, the rights of women, girls and other vulnerable communities, and peace and security. For information, the value of the projects eligible for Canadian funding will be between \$25,000 and \$50,000. These projects can be proposed to the Contractor by local non-profit organizations, the DRC government, academic and research institutions, and think tanks. The projects must address the organizations' identified needs and be consistent with the FIAP and Canada's Bilateral Development Strategy with the DRC. These LDIs will be managed by the Contractor under a pre-approved governance structure in collaboration with the TA. Tasks associated with this fund include:

- a) developing tools (for example, brochures, outreach documents and due diligence checklists) and coordinating publications related to the initiatives, including specific notices for calls for proposals;
- b) coordinating calls for proposals, including receipt of proponent proposals;

- c) carrying out a preliminary review of proposals based on the selection criteria approved in the OPM and formulating recommendations to DFATD;
- d) supporting or conducting due diligence of shortlisted proponents, including administrative and programmatic aspects, and documenting approvals processes and funding decisions;
- e) entering into and administering local contribution agreements or other financial instruments based on established templates used by the Contractor, including amendments and termination;
- f) submitting information on the selected projects to the TA for its non-objection;
- g) administering payments to recipients of the LDI fund;
- h) monitoring initiative implementation, including conducting site visits, reviewing reports and making recommendations regarding payments to recipients;
- i) facilitating stakeholder coordination and knowledge-sharing among LDI fund recipients;
- j) coordinating initiative monitoring, evaluations and audits;
- k) preparing an AWP and reports and maintaining records on LDIs;
- l) providing other support services, as required.

## **2.2 FSS Project Management**

### **2.2.1 Financial Management**

The Contractor is responsible for appropriate financial management of the FSSP, including but not limited to:

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

### **2.2.2 Quality Assurance**

The Contractor is responsible for systematically monitoring and assessing the various services rendered under the FSSP. The Contractor is responsible for the quality of all deliverables completed by technical specialists and sub-contractors.

### **2.2.3 Travel, Project Monitoring and Meetings**

Travel restrictions in response to the COVID-19 pandemic remain in place worldwide, and the Government of Canada continues to advise Canadians to avoid non-essential travel outside Canada until further notice. To minimize travel, virtual platforms should remain the primary approach to conducting services. During the COVID-19 pandemic, travel arrangements and meeting room capacity must be based on the DR Congo Government guidelines for social distancing at the time of utilisation.

FSSP resources and the technical specialists must be able to meet with DFATD representatives, government representatives and other stakeholders in the DRC when requested. Meetings and visits outside of Kinshasa can also take place periodically based on program needs. The TA will provide up to 1 calendar week's notice for these meetings and, if necessary, discuss logistical aspects with the Contractor.

### **2.2.4 Initial Work Plan and Operating Procedures Manual**

The Contractor must prepare and submit for review and approval an IWP and the OPM for the FSSP and LDIs; these must include the content described in paragraph 7.1.

### **2.2.5 Annual Work Plans**

The preparation and updating of the AWP are critical to the cost-effective provision of field support services. To meet the AWP requirement, the Contractor must assess the anticipated needs with the TA on an annual basis to identify the necessary service requirements during the subsequent fiscal year (April 1 to March 31). Following approval of the AWP by the TA, the Contractor must manage the FSSP in accordance with the AWP and submit reports to the TA based on the AWP. Changes to the AWP may be required during the year. Such changes, or the

revised AWP, must be approved by the TA. See paragraph 7.1 for the required content of the AWP and other reports.

### 2.2.6 *Work Assignments Process*

The Contractor must deliver services according to needs. Specific work assignments will be initiated by the TA through a written request for services to the FSS Project Manager. The FSS Project Manager must respond to the TA in a reasonable and timely time frame, as set out in the OPM.

### 2.2.7 *Reporting and Invoicing for Services Rendered*

The Contractor must track and record all services rendered: to whom the services were rendered, when, by whom and on which activity and development project, including any other relevant information requested by the TA. The Contractor must obtain the signature of or an email from individuals acknowledging that they received the services in question.

## 3.0 GOODS OR EQUIPMENT PROVIDED BY THE CONTRACTOR

### 3.1 **Facilities, workplace and work equipment**

The Contractor will be required to provide its own workspace and equipment required to perform their tasks. The Contractor may, at its discretion, allow for the FSSP resources to work remotely.

The Technical specialists will be required to work remotely as detailed in section 4.5 below.

### 3.2 **Transportation Services**

The Contractor must provide transportation services for FSSP resources, technical specialists and other parties designated by the technical authority for project purposes, such as local transportation to attend meetings and monitor projects, as well as missions outside of Kinshasa.

#### 3.2.1 Vehicle:

- A. Provide the use of a vehicle, depending on the needs in Kinshasa and the 3 provinces adjacent to Kinshasa:
  - a. One (1) all terrain vehicle (4x4), such as a Toyota Land Cruiser or similar, for the duration of the contract. The vehicle must be under three years of age, equipped with a spare tire, air-conditioned, insured, secure, clean and in good condition and inspected annually. It is anticipated that approximately 80% of the overland travel will be in Kinshasa and its surrounding area and 20% in the regions.
  - b. Driver: One (1) qualified driver who possesses a valid driver's licence, able to communicate in French and in Lingala (local language) and available during office hours.
- B. As needs arise, particularly in the 23 other provinces, it will be necessary to travel by plane, taxi and rent a vehicle. Such costs as well as fuel, the services of a driver (if required) and kilometric rates for the use of a personal vehicle will be treated as reimbursable expenses.

## 4.0 CONTRACTOR RESOURCES FOR FSSP IMPLEMENTATION

The Contractor must provide resources for the following positions.

### 4.1 **FSS Project Manager**

Based full time in Kinshasa, the FSS Project Manager provides senior-level managerial services and advice on project matters to the Development Section at the Embassy of Canada in Kinshasa, DFATD Headquarters and FSSP personnel.

The tasks for the FSS Project Manager include:

- i. ensuring the overall quality and management of all services offered by the FSSP and ensuring that these services meet DFATD expectations and needs;
- ii. Leading the preparation of all key FSSP documents, including procurement plans as part of the IWP, AWP and OPM, as well as overseeing the OPM as it relates to LDIs;
- iii. reviewing and approving the FSSP and LDI budget and financial reports;



- iv. planning and coordinating administrative, financial and logistics management services provided under the project, including LDIs;
- v. regularly communicating with the Development Section at the Embassy of Canada in Kinshasa, DFATD Headquarters, DRC government authorities or their representatives, and other relevant project stakeholders;
- vi. developing and maintaining networks of key stakeholders (government, civil society, other donors, private sector);
- vii. planning and coordinating procurement services of goods and services, including the procurement of technical specialist services through local and international competitive processes;
- viii. analyzing, planning, directing and assessing the administrative tasks to be carried out by technical specialists, including timely submission of deliverables, adherence to basic professional requirements and alignment with activity specifications;
- ix. coordinating FSSP and support to LDI recipients, as required:
  - a) supervising the management and quality of reporting and invoicing for services rendered;
  - b) ensuring the effective management and internal monitoring of project progress and results, including dealing with project issues and problems as they arise;
  - c) providing other related services, as required.

#### **4.2 FSS Financial and Administrative Officer**

Based full time in Kinshasa and under the general supervision of the FSS Project Manager, the Administration and Finance Officer will be tasked with delivering logistic, procurement, administrative and financial services as part of the FSSP.

The tasks of the Financial and Administrative Officer include:

- i) ensuring maintenance of the FSSP record keeping and filing system;
- ii) providing advice on obtaining permanent accommodation, utilities, security, permits and other official documents;
- iii) providing advice or assistance, as needed, in connection with local government documentation requirements, visa and work permit processes, and related services, such as arranging for security and accommodation;
- iv) managing and monitoring the financial system in order to ensure that project financial data are maintained in an accurate and timely manner;
- v) maintaining the accounts payable and accounts receivable systems to ensure complete and accurate records of project funding;
- vi) administering timely payments to suppliers, contractors and technical specialists;
- vii) managing payments to be made under LDIs;
- viii) tracking and monitoring project expenses, in accordance with the approved project budget;
- ix) preparing financial and procurement reports;
- x) preparing budgets and reviewing financial reports;
- xi) developing and managing reporting and invoicing for services rendered;
- xii) developing and maintaining knowledge of DFATD financial policies and regulations;
- xiii) providing financial advice related to local laws and regulations, financial institutions and the reasonableness of estimated expenses for products or services in the recipient country to support compliance with DFATD financial policies and regulations;
- xiv) providing accounting and financial reconciliation services;
- xv) ensuring the administration of the roster of technical specialists;
- xvi) supporting the administration of contracts coordinated by the FSS Project Manager;
- xvii) participating in the processing of FSSP personnel files;

- xviii) supporting procurement processes;
- xix) managing accommodation reservations and other needs for the program's projects;
- xx) maintaining an information management system for all electronic and paper information related to the FSSP;
- xxi) assisting with travel and logistical arrangements for technical specialists and other recipients;
- xxii) managing the provision of administrative services, including, but not limited to, document production and binding, and translation and interpretation services;
- xxiii) administering the provision of logistical services, such as arranging vehicle rental, travel arrangements, event and mission planning and management, and the like, as required;
- xxiv) providing procurement services for goods and services, including, but not limited to, the procurement of technical specialist services through local and international competitive processes;
- xxv) providing other related services, as required.

### **4.3 FSS Gender Equality (GE) Specialist**

Given the importance of GE in all aspects of the Canadian assistance program in the DRC, in terms of both programming and cross-cutting themes, this position will also be full-time.

Based in Kinshasa and under the general supervision of the FSS Project Manager, the GE Specialist will provide the various programs with advice, analyses and opinions to support effective integration of questions related to GE in the implementation of all Canadian cooperation programming in the DRC. The GE Specialist will attend meetings on the theme, continually support the other sectors in project monitoring, and support the coordination effort of Canadian cooperation and the sectors' GE analysis.

The tasks of the GE Specialist are as follows:

- i) Provide gender-based analyses, advice and guidance on GE issues that allow identification of GE results or their monitoring at the program level;
- ii) Ensure that GE considerations and the indicators relating to them, broken down by gender and sensitive to the other identity factors when relevant, are taken into account in all programming, in activities as well as outcomes achieved in implementing Canada-funded programs in the DRC;
- iii) Provide technical guidance and advice aligned with DFATD's GE tools in order to facilitate the integration of GE considerations when preparing analysis and approval documents for projects in planning;
- iv) Comment on documents produced by projects (work plan, proposal, annual report and project monitoring) at the request of DFATD, following tools such as the DFATD GE analytical and assessment grids;
- v) Provide, as needed, gender-based analyses of relevant evidence on major developments in the GE situation;
- vi) Help prepare and deploy monitoring missions by providing instructions and technical advice connected to expected GE outcomes with a view to ensuring that gender equality considerations are incorporated;
- vii) Support monitoring of project progress financed by Global Affairs Canada, especially as regards the incorporation of GE, and recommend any necessary corrective action;
- viii) Assist with the preparation of the various sector meetings and their implementation, such as technical, steering or other committees and, as necessary, the preparation of minutes, paying special attention to GE issues;
- ix) Participate, as needed, in field visits to observe project progress, conduct a number of technical verifications related to GE and share relevant GE findings on the current programming situation; Support participation in the various sector meetings so that partners that are funded by Canadian cooperation implement activities that are aligned with other technical and financial partners and so that activities are aligned with the government's GE priorities;
- x) Develop and maintain a network of strategic contacts with a variety of partners in the GE sector and identify the GE best practices of partners and the network;
- xi) Upon request, support Canadian cooperation at meetings of the gender sector organized by either the ministry of women, families and children or by other donors or technical partners, and produce summary reports for reference;

- xii) Perform any other associated tasks related to their personal expertise that may be required by DFATD, such as GE program or strategic retreats.

#### 4.4 Local Support Staff

The Contractor must provide local support staff depending on the needs, DFATD requests and availability as the work progresses. These expenses will be treated as reimbursable expenses.

#### 4.5 Technical Specialists

The technical specialists recruited are expected to work from their own facilities and provide their own IT equipment (computer, cell phone) and office supplies.

A financial envelope is reserved for areas of expertise relevant to the program and DRC projects for which technical specialists may be required. The areas of expertise may change over the course of the FSSP, in alignment with Canada's development assistance priorities. The areas include, but are not limited to: GE, inclusive governance, human dignity (basic health, women's sexual and reproductive health and rights, education in emergencies, humanitarian assistance), child protection, environmental sustainability, the conflict and fragility lens, results-based management and communications.

#### 4.6 Language Requirements

The FSSP's operating language of work is French. All briefings and reports described under paragraph 7.0 that the Contractor must provide to the TA and other partners must be in French.

Based on the language profile definitions found in paragraph 9.0, the language proficiency requirements are as follows:

Position	Language Requirement	
	French	Lingala
FSS Project Manager	Oral = Level 4 – Advanced Professional Proficiency Reading = Level 4 – Advanced Professional Proficiency Writing = Level 4 – Advanced Professional Proficiency	No professional language proficiency in Lingala is required.
Financial and Administrative Officer	Oral = Level 3 – General Professional Proficiency Reading = Level 3 – General Professional Proficiency Writing = Level 3 – General Professional Proficiency	Oral = Level 4 – Advanced Professional Proficiency Reading = Level 4 – Advanced Professional Proficiency Writing = Level 4 – Advanced Professional Proficiency
GE Specialist	Oral = Level 4 – Advanced Professional Proficiency Reading = Level 4 – Advanced Professional Proficiency Writing = Level 4 – Advanced Professional Proficiency	Oral = Level 4 Advanced Professional Proficiency Reading = Level 4 – Advanced Professional Proficiency Writing = Level 4 – Advanced Professional Proficiency

## 5.0 REFERENCE MATERIAL

The TA will make available all necessary data, documentation and information to the Contractor so that the latter can perform the work.

## 6.0 DFATD MONITORING, MID-TERM REVIEWS AND EVALUATIONS

DFATD projects are subject to audit, monitoring, mid-term reviews and evaluations at DFATD's discretion. The Contractor must cooperate in all cases.

An end of contract performance measurement will be conducted on the FSSP to assess the Contractor's performance.

At DFATD's discretion, a project management review may be conducted if DFATD believes that there are concerns or issues that need to be assessed or resolved.

## 7.0 FSSP DELIVERABLES AND REPORTING

The Contractor must prepare the following key project documents and submit them to the TA for review and approval in accordance with the timelines set out hereafter.

The TA may request modifications to the plans and reports. If modifications are requested, unless otherwise specified in the notice by the TA, the Contractor must address the requested modifications to DFATD's satisfaction within 20 working days.

## 7.1 Key Project Documents and Narrative Reports

All draft documents and reports are to be submitted in French to the TA for review and approval by means of one (1) electronic copy in Microsoft Word. All final documents and reports are to be submitted in French to the TA by means of one (1) electronic copy in Microsoft Word, unless otherwise specified by the TA.

Title	Description	Delivery Date
<b>Initial Work Plan (IWP)</b>	<p>The IWP must include a timeline and description of deliverables for key project start-up activities. The IWP must be approved by DFATD before its implementation. At minimum, the IWP must include the following elements:</p> <ol style="list-style-type: none"> <li>i. project and administrative management;</li> <li>ii. procurement plan;</li> <li>iii. LDI plan;</li> <li>iv. draft work plan for 12 months from the date of contract award;</li> <li>v. draft budget;</li> <li>vi. risk management strategy.</li> </ol>	Approved version within ninety (90) calendar days of contract signature
<b>Operating Procedures Manual (OPM)</b>	<p>The Contractor must develop an OPM that describes the FSSP policies and operating procedures and serves as a guide for FSSP resources. The manual must clearly describe the FSSP service cycle (requisition, authorization, execution, invoicing and reporting). It must include, but not be limited to:</p> <ol style="list-style-type: none"> <li>a. roles and responsibilities within the FSSP;</li> <li>b. personnel and technical specialist management procedures;</li> <li>c. safety and security protocols, including an emergency plan;</li> <li>d. financial management procedures;</li> <li>e. procurement policies and procedures, including: <ul style="list-style-type: none"> <li>• description of procurement plans, including competitive selection processes to procure goods and services, particularly technical specialist services;</li> <li>• decision-making matrix;</li> <li>• standard solicitation documents, proposed methods of solicitation and contract templates.</li> </ul> </li> <li>f. contract management procedures;</li> <li>g. information technology and information management systems;</li> <li>h. quality assurance system, including a regular process for reviewing the quality of services rendered;</li> <li>i. project reporting;</li> <li>j. protocol to mitigate risk of conflict of interest;</li> <li>k. safeguard of information produced by technical specialists.</li> </ol>	Approved version within ninety (90) calendar days of contract signature, and updated annually
<b>Operating Procedures Manual (OPM) – Local Development Initiatives</b>	<p>The Contractor must develop an OPM that describes LDI policies and operating procedures, sets minimum compliance expectations and serves as a guide for FSSP personnel. It must include, but not be limited to:</p> <ol style="list-style-type: none"> <li>a. description of the call for proposals process, including the due diligence process to verify recipients' financial and organizational capacity;</li> </ol>	Approved version within one hundred and eighty (180) calendar days of contract signature, and

Title	Description	Delivery Date
<b>(LDIs)</b> (prepared by the FSS Project Manager in consultation with the TA)	b. contribution agreement and contract template; c. decision-making matrix; d. roles and responsibilities within the FSSP; e. integration of relevant technical specialists (particularly GE expertise) in the review, identification and oversight of selected organizations or sub-projects proposed; f. process for building local organizations' capacity; g. process for network and alliance building; h. eligible organizations; i. project eligibility criteria—multi-year funding; j. project eligibility criteria—short-term projects; k. financial and administrative guidelines; l. reporting and monitoring; m. documentation and records; Annexes: Applicable forms (for example, proposal application form, proposal assessment sheet, project approval document, contractual agreement, agreement tracking sheets, visibility and recognition planning form for local partners) and reporting templates.	updated annually at the same time as the AWP—must be in chronological order
<b>Annual Work Plan (AWP)</b>	The AWP defines the results to be achieved or worked on during the year and serves as a basis for assessing project performance against plans and the variance analysis contained in progress reports. It should not be more than 30 pages in length (excluding annexes) and must include (but not be limited to) the following: <ol style="list-style-type: none"> <li>i. executive summary;</li> <li>ii. project context (which may change from year to year);</li> <li>iii. risk management strategy;</li> <li>iv. results to be achieved during the year;</li> <li>v. procurement plan, including a list of technical specialists to be hired for the year;</li> <li>vi. detailed or updated budget, including financial projections with summary information for prior and future years;</li> <li>vii. project management issues and matters, including significant events or changes that are planned during the year;</li> <li>viii. annexes.</li> </ol> As most FSSP services are demand-driven, the Level of Effort Annex will be updated (as necessary) on a quarterly or semi-annual basis.	Approved version within one hundred and eighty (180) calendar days of contract signature Subsequent AWP's are submitted as drafts by February 28 every year, leading to final approval by the TA by the end of March every year
<b>Semi-annual Narrative Reports</b>	The semi-annual narrative report (maximum 10 pages) provides progress on activities for the previous 6 months. It must include, but not be limited to: <ol style="list-style-type: none"> <li>a. executive summary;</li> <li>b. report on key project activities;</li> <li>c. problems and difficulties encountered, if any, and remedial action taken or to be taken;</li> </ol>	Within forty-five (45) calendar days after September 30

Title	Description	Delivery Date
	<ul style="list-style-type: none"> <li>d. analysis of changes made or to be made to any important aspects of the project, for consultation with DFATD;</li> <li>e. planned activities for the next period or required updates to the AWP;</li> <li>f. management issues;</li> <li>g. comments on risks encountered or new risks identified;</li> <li>h. summary analysis of support provided by technical specialists whose services have been procured by the FSSP;</li> <li>i. any other important issues affecting project implementation.</li> </ul>	
<b>Annual Narrative Progress Report</b>	<p>The annual narrative progress report (maximum 20 pages) summarizes project activities and progress toward expected outcomes. It must include, but not be limited to:</p> <ul style="list-style-type: none"> <li>a. executive summary;</li> <li>b. coordination and networking activities and results;</li> <li>c. program planning and monitoring and project results;</li> <li>d. administrative and procurement services, logistical support and results;</li> <li>e. problems and difficulties encountered, and remedial actions taken or to be taken and results</li> <li>f. management issues and results;</li> <li>g. services delivered, including a list of all technical specialists whose services have been procured and a summary of their support, and a list of events organized;</li> <li>h. comments on risk assessment and updated risk management strategy, if appropriate;</li> <li>i. summary analysis of support provided by technical specialists whose services have been procured by the FSSP;</li> <li>j. any other important issues affecting project implementation;</li> <li>k. lessons learned and recommendations;</li> <li>l. annexes.</li> </ul>	<p>Within forty-five (45) calendar days after March 31</p>
<b>Final Narrative Report</b>	<p>The final narrative report not only includes a summary of previous reports and the final financial report, but also provides information on program design, methodology and delivery, success factors, lessons learned and the like. The report is a stand-alone document that can be used as a core source of information or corporate memory and to help validate evaluations. In order to be concise, it is suggested that the report be approximately 50 pages and not exceed 75 pages (excluding annexes). The final detailed report has 11 sections (including annexes):</p> <ul style="list-style-type: none"> <li>a. <b>Executive Summary</b> (not more than 5 pages);</li> <li>b. <b>Introduction</b>—how the document is structured and designed (1 page);</li> <li>c. <b>FSS Project Summary</b> (1 to 3 pages); <ul style="list-style-type: none"> <li>• project rationale and justification: identification of direct and indirect beneficiaries and clients;</li> <li>• governance structure;</li> <li>• brief project structure.</li> </ul> </li> </ul>	<p>Within sixty (60) calendar days of the end of project activities.</p>



Title	Description	Delivery Date
	<ul style="list-style-type: none"> <li>d. <b>Project Context</b>—analysis of the project context (external, internal and political considerations) and the positive or negative impact on project results and its implementation;</li> <li>e. <b>Project Management</b>—assessment of project management approaches (governance, work planning, scheduling, finance, procurement, logistics, reporting) (3 to 6 pages);</li> <li>f. <b>Results Delivered</b>—list of all technical specialists whose services have been procured and a summary of their support; list of events organized, etc.;</li> <li>g. <b>Risk Management</b>—appraisal of the validity of the original risk assessment, changes in risk and risk response strategies during the life of the project (including whether any risk events occurred and what strategies were implemented to address them) and the positive or negative impact on project results and its implementation (1 to 3 pages);</li> <li>h. <b>Budget Management</b>—brief analysis of initial budget forecasts as set out in the contract, compared with actual disbursements, for the project as a whole and for each of the main sets of activities (1 to 3 pages)</li> <li>i. <b>Success Factors</b>—analysis of the success factors: (a) relevance, (b) appropriateness of design, (c) innovation, (d) appropriateness of resource use, and (e) informed and timely action (5 to 10 pages);</li> <li>j. <b>Lessons Learned and Recommendations</b>—lessons learned from the project that will be useful for DFATD to consider in planning other projects of this nature (3 to 5 pages)</li> <li>k. <b>Annexes.</b></li> </ul>	

## 7.2 Financial and Procurement Reports

Financial and procurement (F&P) reports are to be submitted in 2 hard copies and 1 electronic copy in Microsoft Excel and in Adobe (\*.pdf), in French, unless otherwise specified by the TA. DFATD's fiscal year runs from April 1 to March 31. The Contractor must be able to provide any worksheet or calculation sheet in Microsoft Excel and any report in Adobe (\*.pdf) as requested.

Title	Description	Delivery Date
<b>Quarterly F&amp;P Reports</b>	<p>Quarterly F&amp;P reports include the following, among others:</p> <ul style="list-style-type: none"> <li>a. costs incurred throughout the period covered by the report</li> <li>b. procurement transactions undertaken</li> <li>c. year-to-date costs as at the date of the report (amount and percentage)</li> <li>d. analytical comments on significant variances (+/-10%) between forecast and actual expenditures, as they relate to the successes or problems encountered, and actions taken as well as consequences on financial forecasting for the next quarter</li> <li>e. estimate of the costs required to complete the activities versus the contractual amounts</li> <li>f. cost estimate for the period to be covered in the next report</li> </ul>	<p>Within thirty (30) calendar days of the end of every quarter of DFATD's fiscal year</p>

Title	Description	Delivery Date
<b>Annual F&amp;P Report</b>	<p>The annual F&amp;P report must take a full-year perspective on the project and must be closely tied to the appropriate AWP and to the costs of the activities. Among all the other elements, it must include the following details:</p> <ol style="list-style-type: none"> <li>a. a comparison between the forecast and actual expenditures or procurement transactions for the fiscal year just ended</li> <li>b. costs incurred throughout the period covered by the report</li> <li>c. interest earned on advances, if applicable</li> <li>d. estimate of the costs required to complete the activities and achieve the planned results under the contract</li> <li>e. a forecast for the upcoming fiscal year, that is, the projected cost of the activities described in the AWP</li> <li>f. an analysis of significant variances (+/- 10%) during the fiscal year</li> </ol>	Within forty-five (45) calendar days of March 31, together with the annual narrative progress report
<b>Final F&amp;P Report</b>	<p>In addition to the details presented in the annual F&amp;P report, the final F&amp;P report for the project must present an account of actual disbursements throughout the life of the project based on a line item breakdown, in comparison to the basis of payment of the contract. The final F&amp;P report must also include:</p> <ol style="list-style-type: none"> <li>a. an explanation of variances</li> <li>b. key financial issues arising during the life of the project</li> <li>c. pertinent lessons learned relating to financial and procurement management</li> </ol>	Within sixty (60) calendar days of the end of project activities

## 8.0 ENVIRONMENT

The Contractor must notify the TA if any project components are added that could have potential environmental impacts. In such case, the department may take necessary action to avoid any risk of significant negative impact on the environment. All activities must be in line with local and international environmental standards and laws.

## 9.0 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.

Level	Proficiency	Definition
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 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.

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Reading Proficiency Rating Scale

Level	Proficiency	Definition
5	Educated Native Proficiency	Reading ability is functionally equivalent to that of the well-educated native reader.

Level	Proficiency	Definition
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 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.

Level	Proficiency	Definition
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.
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.

- 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.



## ANNEX “C” 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]
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- 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]
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Federal government departments and agencies are required to pay Applicable Taxes. The Applicable Taxes are 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 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 for the Personnel as set forth in Appendix A;
- (b) Services Costs as set forth in Appendix A;
- (c) Technical Specialists Fees without mark-up as set forth in Appendix A;
- (d) Local Development Initiatives disbursements as set forth in Appendix A; and
- (e) reimbursable expenses at cost without mark-up as set forth in Appendix A

2.2 Payment for the Personnel must be determined on the basis of time actually worked by such Personnel in the performance of Services, after the date determined in accordance with article 2.1 of the Contract at the fees referred to in Appendix A and as specified in paragraph 3 below.

2.3 The fees referred to under paragraph 2.2 above will include:

- (a) For the Personnel based in the Contractor's or Personnel's home country 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 article 4.1.2 of the Contract 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 Service Costs:

Service Costs for transportation services include, for each type of vehicle, without being limited to the provision of a vehicle, driver, any associated cost with the operation and maintenance such as oil, registration, insurance, repair and maintenance on the vehicle, and any other cost to ensure readiness of vehicle for requested usage. Cost for fuel will be considered a reimbursable expense

2.6 The following expenses actually and reasonably incurred by the Contractor's Personnel or by the Technical Specialists, subject to prior approval by DFATD in the performance of the Services are considered reimbursable expenses:

### (a) Travel and Living Expenses

The Travel Directive ("the Directive") is available on the National Joint Council Internet site at the following address: <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php> and the Special Travel Authorities Directive (the "Special Directive") is available on the Treasury Board Internet site at the following address: <http://www.tbs-sct.gc.ca>.

The cost of travel while on travel status and the cost of other transportation, will be reimbursed in accordance with the Directive and the Special Directive, which take precedence over the Directive:

- (i) the cost of commercial transportation based on the lowest available fares, using the most direct routing and, whenever possible, the services of Canadian carriers. The 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 non-commercial accommodation is used, the rate for such accommodation, in accordance with the provisions of paragraph 7.8 of the Special Travel Authorities Directive and Appendix D of the Directive; and
  - (v) all other actual and reasonable costs considered legitimate project expenses, in accordance with the provisions of the Directive referring to “travellers” rather than to “employees”;
- (b) project-related communication costs, including but not limited to long-distance charges, Internet, fax, mailing and courier;
  - (c) translation, interpreters and word processing costs directly related to the project, project-related printing and copying costs;
  - (d) the actual cost of salaries and fringe benefits for Local Support Staff, excluding citizens or permanent residents of the Recipient Country;
  - (e) 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;
  - (f) actual and Reasonable Costs of transportation (e.g. vehicle rental, private vehicle and/or taxi services, including fuel costs and the services of a driver, kilometric rates for the use of a personnel vehicle without exceeding the limits indicated in the National Joint Council Directive (the “Directive”)) and special Travel Authorities exclusively for Project-related purposes as approved by DFATD;
  - (g) actual and Reasonable Costs of space rental (conference room/training venue, etc.) exclusively for Project-related purposes as approved by DFATD;
  - (h) actual and Reasonable Costs of fuel for transportation services exclusively for Project-related purposes documented in the log book;
  - (i) actual, eligible and reasonable expenses incurred by recipient/beneficiary organizations that are directly related to the implementation of the Local Development Initiatives. Eligible expenses are those listed under the Guidance on Eligible Costs for Development Initiatives found at: [http://international.gc.ca/world-monde/funding-financement/eligible\\_costs\\_guidance-directives\\_cout\\_admissibles.aspx?lang=eng](http://international.gc.ca/world-monde/funding-financement/eligible_costs_guidance-directives_cout_admissibles.aspx?lang=eng), and are applicable to the recipient organization’s activities with the exclusion of the “Allowance for Indirect/Overhead Costs” (items 1.7 and 1.8 of the guidance) which is not an eligible cost; and
  - (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 Service Costs are fixed on an annual basis.
- 3.2 Applicability of Fees and Service Costs for Year 1 starts at Contract signature.
- 3.3 Fees and Service Costs applicable for subsequent years (Year 2, Year 3, etc.) become effective on the Contract anniversary date.
- 3.4 If the Personnel are added during the period of the Contract, the Contractor must propose fixed annual fees for the remaining Contract period.

### 4. Currency of Payment

- 4.1 Payments by DFATD to the Contractor will be made in Canadian dollars.
- 4.2 Payments by the Contractor to its Personnel who are citizens or permanent residents of the Recipient Country and to Local Support Staff may be in the local currency.

- 4.3 Actual expenditures incurred in currencies other than Canadian dollars for project purposes must be converted using either FIFO (first in, first out) or weighted average method. These methods ensure that there will be neither gain nor loss from the conversion of the exchange rate. Any other method used by the Contractor will be inadmissible.

## 5. Advances

Advances are permitted	NO
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## 6. Irrevocable Standby Letter of Credit (ISLC)

- 6.1 ISLC is used for the following purposes:

To guarantee the Contractor's obligations under the Contract

Face amount of the ISLC in CAD\$	[insert amount]
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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.

- 6.2 An ISLC must be in Canadian dollars.
- 6.3 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:
- Bank's reference number
  - Bank's name and address
  - Date of issue
  - Expiry date
  - Name and address of the Contractor
  - Name of the payee: *Receiver General of Canada, Attn: DFATD Branch name and address indicated in article 1.5.*
  - The Purchase Order (PO) number
  - The project name and number
  - Name of the Technical Authority
  - The face amount of the letter of credit
  - "Payable in demand" or "Payable at sight"
  - A provision that the letter of credit is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practices for Documentary Credits, 2007 revision, ICC Publication No. 600
  - A provision that more than one written payment request may be presented, subject to the sum of those requests not exceeding the face amount of the letter of credit (where applicable)
  - A provision for the renewal of the letter of credit (where applicable).

- 6.4 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.

- 6.5 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.

## 7. Mode of Billing and Payment

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

- 7.1 Subject to 7.2 through 7.7 below, DFATD will pay the Contractor, not more often than once per month, the Personnel Fees, Service Costs, Technical Specialist Fees, LDI disbursements, and Reimbursable Expenses outlined in paragraph 2 above paid by the Contractor during the previous month.

Number of copies of invoice	1 electronic copy
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7.2 No payments will be made to the Contractor until DFATD receives a detailed invoice in the number of copies specified in paragraph 7.1 above, of the Contractor's fees for the Services rendered, monthly 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 timesheets are not submitted with the invoice, they must be kept by the Contractor and made available to DFATD upon request.
- (b) Any relevant details of the Service Costs as may be requested by DFATD. Proof that the Service Costs were actually incurred.
- (c) Details of reimbursable expenses paid, including all information which supports the expenses.
- (d) For expenses related to travel: Payment requests must be supported by detailed information for each category of expense related to travel, including airfare, accommodation, meals, transportation, and any other eligible expense related to travel. For the purposes of this paragraph, "detailed information" means: the dollar amount of the expense, the date(s) the expense was paid, the number of days of travel, the country/city in which the expense was paid, travel class associated with the expense, and all other information relevant to the expense.
- (e) DFATD may, at any time and at its discretion, request copies of timesheets, receipts or any other supporting documentation, or conduct an audit, or both, of any fee(s) or expense(s) claimed by the Contractor. Where expenses are paid in foreign currency, receipts must indicate the currency.

If the Contractor submits an electronic invoice, DFATD will identify it as the original invoice.

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.

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

7.4 Within 15 days of the receipt of the documentation required under 7.2, 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:

7.5 Any Fees for the Personnel, Service Costs, Technical Specialist Fees, LDI disbursements or reimbursable expenses paid by the Contractor which are the subject of the notification in 7.4 will be excluded for the purposes of payment under paragraph 7.1 until the Fees for the Personnel, Service Costs, Technical Specialist costs, LDI disbursements or reimbursable expenses have been accepted by DFATD.

7.6 Subject to paragraph 7.4 above, DFATD will pay the Contractor within 30 days after the receipt of the documentation required under paragraph 7.2.

7.7 With the exception of the final payment under paragraph 8, 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.

## 8. 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.

## 9. 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 Contractor 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.

## 10. Interest on Overdue Accounts

10.1 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 7.2 has been received by DFATD;
- (c) "date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
- (d) "bank rate" means the average daily Bank of Canada rate for the month preceding the current month of the payment date; and
- (e) "due date" means 30 days after receipt of the invoice and statement documentation specified in 7.2.

10.2 DFATD will pay at the Contractor's request, simple interest at the bank rate plus 3 percent on any amount overdue.

10.3 Interest will only be paid when DFATD is responsible for the delay in paying the Contractor.

## 11. 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 Contractor under the Contract toward the liquidation of the debt in question.

Appendix A – Financial Tables

To be completed as per the Bidder's financial proposal

Table 1 – Cost of Personnel – Fees for Personnel Positions Identified by DFATD

Personnel Resource Name	Personnel Position	Firm All-Inclusive Per Diem Fee (CAD\$)					LOE Estimated by DFATD (person-days) (for evaluation purposes only)	Sub-total Estimated Cost [(average of years 1 to 5) x Total LOE]
		Year 1	Year 2	Year 3	Year 4	Year 5		
	FSS Project Manager						1,100	
	Administration and Financial Officer						1,100	
	FSS Gender Equality Specialist						1,100	
<b>SUB-TOTAL-Cost of Personnel CAD \$ (exclusive of Applicable Taxes)</b>								<b>\$</b>

IMPORTANT: The level of effort (LOE) specified above is only an estimate. DFATD reserves the right to decrease or increase the level of effort at any time during contract implementation depending on DFATD programming requirements.

Table 2 –Service Costs

Service Costs Category	Firm all-inclusive monthly Service Costs (CAD\$)					Units	Sub-total estimated cost = (average firm all-inclusive monthly Service Costs for Y1, Y2, Y3, Y4 & Y5) x Units
	Y1	Y2	Y3	Y4	Y5	Months	
Transportation						60	
<b>SUB-TOTAL- Service Costs CAD \$ (exclusive of Applicable Taxes)</b>							



Table 3 –Reimbursable Expenses

<b>Indicative Reimbursable Expenses</b>				
<b>#</b>	<b>Description</b>	<b>Units</b>	<b>\$, per Unit</b>	<b>Sub-total, \$ CAD</b>
a)	Travel and Living expenses *			
b)	Coûts de communication reliés au projet			
c)	Translation, interpreters and word processing, including reproduction costs			
d)	bank transfer fees related to the execution of the project			
e)	Expenses of counterpart Personnel			
f)	Transportation Costs (e.g. vehicle rental, private vehicle and/or taxi services, fuel cost, kilometric rates )			
g)	actual and Reasonable Costs of accommodation rental (conference room/training venue, etc.) exclusively for Project-related purposes as approved by DFATD			
h)	actual and Reasonable Costs of fuel for transportation exclusively for project-related purposes documented in the log book;			
i)	Actual, eligible and reasonable expenses incurred by recipient/beneficiary organizations that are directly related to the implementation of the Local Development Initiatives; and			
j)	Any other reimbursable expenses required to carry out the project			
<b>SUB-TOTAL-Reimbursable expenses CAD \$ (exclusive of any taxes)</b>				<b>\$ 1,040,000.00</b>

\* All other actual and reasonable costs considered legitimate project expenses, in accordance with the provisions of the Directive referring to “travellers” rather than to “employees”. The Contractor is requested to provide a breakdown of these costs by identifying the nature and the estimated value.

Table 4 – Technical Specialist Costs

Financial Envelope for Technical Specialist Costs CAD\$, determined by DFATD	\$ 2,400,000.00
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Table 5– Local Development Initiatives disbursements

Financial Envelope for Local Development Initiatives CAD\$, determined by DFATD	\$ 500,000.00
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Table 6 – Summary of Total Cost

<b>Tables</b>	<b>Sub-total Amounts (CAD\$)</b>
Table 1 – Fees for Personnel	\$

Table 2 – Service Costs	\$
Table 3 – Reimbursable Expenses	\$
Table 4 – Technical Specialist Fees	\$ 1,040,000.00
Table 5 – Local Development Initiatives CAD\$	\$ 500,000.00
Total Cost of the Contract (exclusive of Applicable Taxes)	\$
Total Cost of Applicable Taxes	\$
<b>Total Cost of the Contract (inclusive of Applicable Taxes)</b>	<b>\$</b>

# ANNEX "D" SECURITY REQUIREMENTS CHECK LIST (SRCL)



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	2. Branch or Directorate / Direction générale ou Direction	Affaires Mondiales Canada / WGM	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant		
4. Brief Description of Work / Brève description du travail La firme Consultante sélectionnée par le biais d'un processus compétitif (Demande de propositions - DDP) gèrera le Projet de services d'appui sur le terrain (PSAT) pour le programme de la RDC pour un montant contractuel pouvant aller jusqu'à un maximum de 7,850,000 de dollars canadiens sur une période de cinq (5) ans (2021-2026).			
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non	<input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non	<input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input checked="" type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>	
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>	

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**PART A (continued) / PARTIE A (suite)**

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

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

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

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

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

Special comments:

Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)****INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

**PRODUCTION**

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

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
Non  Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No  Yes  
Non  Oui

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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	
											A	B	C				CONFIDENTIAL
Information / Assets Renseignements / Biens Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

No / Non       Yes / Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".**

**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

No / Non       Yes / Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).**

**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**

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**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) DANIEL GAGNON		Title - Titre CHEF DE COOPÉRATION - KNSHA	Signature 
Telephone No. - N° de téléphone 307-3450 (KNSHA)	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel daniel.gagnon@international.gc.ca	Date 2021-02-23

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) DEJAN NUIC		Title - Titre Manager, Personnel Security Screening and Contracting	Signature nuic, Dejan <small>Digitally signed by nuic, Dejan Date: 2021.03.02 13:41:45 -05'00'</small>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel dejan.nuic@international.gc.ca	Date March 2/2021

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?  
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No / Non  Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées) Diane Lefebvre		Title - Titre Agente principale, Services de gestion contractuel, SPBC	Signature 
Telephone No. - N° de téléphone 613 791-8279	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel diane.lefebvre@international.gc.ca	Date 2021-03-02

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

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