2022-P-010649-7444735/B



Title / Titre **RETURN BIDS TO:** Field Support Services Project in March 9, 2023 **RETOURNER LES SOUMISSIONS À:** Vietnam (FSSP) 2.0 Bid Receiving / Réception des soumissions Solicitation No. / Nº de l'invitation Email / Courriel:urp-bru@international.gc.ca 2022-P-010649-7444735/B Client Reference No. / No. de référence du client(e) 2022-P-010649-7444735/B REISSUE REQUEST FOR PROPOSAL NEW Solicitation Closes / L'invitation prend fin 2:00 PM EDT (Eastern Daylight Time) At /à: On / le: April 20, 2023 Proposal to: Department of Foreign Affairs Trade and Development. F.O.B. / F.A.B. We hereby offer to sell to Her Majesty the Queen in right Plant-Usine: □ Destination: 🗵 Other-Autre: of Canada, in accordance with the terms and conditions Destination of Goods and Services / set out herein, referred to herein or attached hereto, the Destinations des biens et services goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof. Department of Foreign Affairs, Trade and Development (DFATD)/ Ministère des Affaires étrangères, commerce et développement (MAECD) Proposition aux : Ministère des Affaires étrangères, Address Inquiries to: commerce et développement Adresser toute demande de renseignements à : Nous offrons par la présente de vendre à Sa Majesté la **Isabelle Doray** Reine du chef du Canada, aux conditions énoncées ou **Contracting Authority** incluses par référence dans la présente et aux annexes cijointes, les biens, services et construction énumérés ici sur Email / Courriel: Isabelle.doray@international.gc.ca toutes feuilles ci-annexées, au(x) prix indiqué(s). Delivery Offered / Delivery Required / Livraison exigée Livraison proposée **Comments - Commentaires** Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur Telephone No. / No. de téléphone Issuing Office - Bureau de distribution Foreign Affairs, Trade and Development SPBC / Affaires étrangères, commerce et développement, SPBC Name and title of person authorized to sign on behalf of 200 Promenade du Portage, Vendor (type or print) / Nom et titre de la personne Gatineau, QC autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie) Date Signature

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PART 1 - GENERAL INFORMATION

REISSUE OF A BID SOLICITATION

This bid solicitation cancels and supersedes previous bid solicitation # 2022-P-010649-7444735 dated December 15, 2022 with a closing of February 15, 2023 at 2:00 PM EST.

1.1 Security Requirements

There is no security requirement associated with this bid solicitation

1.2 Statement of Work

The Work to be performed is detailed under Annex A Statement of Work of the resulting contract.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing or by telephone.

1.4 Trade Agreements

The requirement is subject to the:

Canadian Free Trade Agreement

Canada-Chile Free Trade Agreement

CPTPP

Canada-Colombia Free Trade Agreement

Comprehensive Economic and Trade Agreement (European Union)

Canada-Honduras Free Trade Agreement

Canada-Korea Free Trade Agreement

North American Free Trade Agreement (NAFTA) Canada/US

North American Free Trade Agreement (NAFTA) Canada/Mexico

Canada-Panama Free Trade Agreement

Canada-Peru Free Trade Agreement

Canada-Ukraine Free Trade Agreement

World Trade Organization—Government Procurement Agreement (WTO-GPA)

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

As this solicitation is issued by Department of Foreign Affairs, Trade and Development (DFATD), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFATD or its Minister(s).

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

https://buyandsell.gc.ca/policy-and-quidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/26

- a) Subsection 4 of Section 05 **Submission of bids** of **Standard Instructions 2003** incorporated by reference above <u>is deleted in its entirety and replaced with the following:</u>
 - **Insert**: Bids will remain open for acceptance for a period of **not less than 180 days from the closing date** of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of 3 days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.
- **b)** Section 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, of Standard Instructions 2003 incorporated by reference above <u>is deleted in its entirety and replaced with the following:</u>

Submission of Bids

Bids must be submitted **BY E-MAIL only** to the Department of Foreign Affairs, Trade and Development (DFATD) at the following E-MAIL address: urp-bru@international.gc.ca;

by the date, time and place indicated on page 1 of the bid solicitation.

DO NOT COPY THE CONTRACTING AUTHORITY

2.2 Enquiries - Bid Solicitation

All enquiries must be submitted **BY E-MAIL ONLY** to the Contracting Authority <u>isabelle.doray@international.gc.ca</u> **no later than three (3) calendar days** before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.3 Applicable Laws

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**.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.4 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
 - DFATD <u>Internal Review Mechanism (IRM)</u>. Complaints should be submitted using the <u>IRM Enquiry</u> Form.
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 5 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submit <u>all</u> its **email** bid in separately saved sections as follows and <u>prior to the bid closing date, time and location</u>:

Section I: Technical Bid (one soft copy in PDF format)

Section II: Financial Bid (one soft copy in PDF format)

Section III: Certifications (one soft copy in PDF format)

Important Note:

The Department of Foreign Affairs, Trade and Development (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 <u>not exceed 20MB</u>; otherwise, DFATD may not receive it. Should the e-mail exceed this size, Bidders are encouraged to compress filed 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.

For bids transmitted by email, DFATD will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFATD will send a confirmation email to the Bidders when the submission is received.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

- use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainablymanaged forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and **explain how they will meet these requirements**.

Bidders should **demonstrate their capability and describe their approach** in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated.

Simply repeating the statement contained in the bid solicitation is not sufficient.

In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings.

To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

- 3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".
- **3.1.2** The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical and Financial Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Annex "C-1 Mandatory Technical Criteria

4.1.1.2 Mandatory Financial Criteria

Refer to Annex "C-2" Mandatory Financial Criteria

4.1.1.3 Point Rated Technical Criteria

Refer to Annex "C-3" Point Rated Technical Criteria

4.2 Basis of Selection

4.2.1 Highest Rated Within Budget

- 1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation; and
 - (b) meet all mandatory criteria; and
 - (c) obtain the required minimum points specified for Category 1 and Category 2 for the technical evaluation, and
 - (d) obtain the required minimum of **120 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **199 points**.
- 2. Bids not meeting (a) or (b) or (c) or (d) will be declared non responsive.
- 3. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

PART 5 - CERTIFICATIONS

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid 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 bid evaluation period or during the contract period.

The Contracting Authority 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 the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

The Bidders must complete and provide with their bid the ATTACHMENT 1 TO PART 5, LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment Canada (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidders must complete and provide with their bid the ATTACHMENT 2 TO PART 5, FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY.

If the Bidder is a Joint Venture, the Bidder must complete and provide with their bid the **ATTACHMENT 2 TO PART 5, FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY** for each member of the Joint Venture.

5.1.3 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness,



maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

5.1.4 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

	Contractor's Representative ntractor's Representative for the Contract is:
Name:	
Title:	
Addres	s:
Telepho	one:
E-mail:	·
Pursua applica	Supplementary Contractor Information not to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under ble services contracts (including contracts involving a mix of goods and services) must be reported on a T4-lementary slip.
	ble departments and agencies to comply with this requirement, the Contractor hereby agrees to provide the g information, which it certifies to be correct, complete, and fully discloses the identification of this Contractor:
a)	The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:
b)	The status of the contractor (individual, unincorporated business, corporation or partnership:
c)	For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:
d)	For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

5.1.7 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

5.1.7.1 Definitions

For the purposes of this clause,

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

5.1.7.2 Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension?

Yes () No ()

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

5.1.7.3 Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;

 g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

5.1.8 Language Requirement(s)

In order to be able to deliver the mandate of this RFP resulting contract in English and in French and in Spanish, the Bidder certifies that the proposed team will be composed of individuals who have advanced reading, oral interaction and writing proficiency in **English**.

ADVANCED PROFICIENCY

For the purpose of this RFP and resulting contract, an individual who is "advanced" **in English** can, **as a minimum** perform the following:

Advanced Reading Proficiency:

Ability to understand texts dealing with a wide variety of work-related topics; ability to understand most complex details, interferences and fine points of meanings; ability to read with good comprehension specialized or less familiar material.

Advanced Oral Interaction Proficiency:

Ability to give detailed explanations and descriptions; ability to handle hypothetical questions; ability to support an opinion, defend a point of view, or justify an action; ability to counsel and give advice; ability to handle complex work-related situations.

Advanced Writing Proficiency:

Ability to write explanations or descriptions in a variety of informal and formal work-related situations; ability to write texts in which the ideas are developed and presented in which vocabulary, grammar and spelling are generally appropriate and require few corrections.

5.1.9 Insurance – No Specific Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

5.1.10 Certification and Information verification

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive

CERTIFICATION SIGNATURE:

"I certify that I have examined the information provided above and that it is correct and complete"

- **5.1.1** Integrity Provisions Required Documentation
- **5.1.2** Federal Contractors Program for Employment Equity Bid Certification
- 5.1.3 Status and Availability of Resources

Affaires étrangères, Commerce et Développement Canada

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5.1.4	Education and Experience			
5.1.5	Contractor's Representative			
5.1.6	Supplementary Contractor Information			
5.1.7	Former Public Servant			
5.1.8	Language Requirement(s)			
5.1.9	Insurance – No Specific Requirement			
5.1.10	Certification and Information verification			
	Signature Date			
Name (print or type) of person authorized to sign on behalf of the Organization				
Phone	:			
E-Mail				

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ATTACHMENT 1 TO PART 5 - LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the <u>Ineligibility and Suspension Policy</u> (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to Information to submit a bid or offer for additional details.

List of names for integrity verification

Dénomination complète de l'entreprise / Complete Legal Name of Company				
Adresse de l'entreprise / Company's address				
N	IEA de l'entreprise / Company's PBN number			
Numéro	o de l'appel d'offre / Request for proposal's number			
	2022-P-010649-7444735/B			
Boar	d of Directors (Use format – First name, Last name)			
1. Membre / Director				
2. Membre / Director				
3. Membre / Director				
4. Membre / Director				
5. Membre / Director				
Autres Membres / Other members:				
Commentaires / Comments				

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ATTACHMENT 2 TO PART 5, FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity, visit Employment and Social
<u>Development Canada (ESDC) – Labour's</u> website.
Date:(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)
Complete both A and B.
A. Check only one of the following:
() A1. The Bidder certifies having no work force in Canada.
() A2. The Bidder certifies being a public sector employer.
() A3. The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment Equity Act</u> .
() A4. The Bidder certifies having a combined work force in Canada of less than 100 permanents full-time and/or permanent part-time employees.
() A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
() A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour. OR
 () A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity (LAB1168</u> to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.
B. Check only one of the following:
() B1. The Bidder is not a Joint Venture.
OR
() B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

PART 6 - RESULTING CONTRACT CLAUSES

6.1 Definitions

In the Contract, unless the context otherwise requires:

- "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, the Quebec Sales Tax (QST) as of April 1, 2013;
- "Articles of Agreement" means the clauses and conditions incorporated in full text or incorporated by reference from the *Standard Acquisition Clauses and Conditions Manual* to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;
- "Canada", "Crown", "His Majesty" or "the Government" means His Majesty the King in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;
- "Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;
- "Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;
- "Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;
- "Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;
- "Cost" means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;
- "Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;
- "Party" means Canada, the Contractor, or any other signatory to the Contract and
- "Parties" means all of them;
- "Specifications" means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met:
- "Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)" on page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;
- "Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.2 Security Requirements

There is no security requirement applicable to the Contract.

6.2.1 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.

6.2.2 Subcontractors

The contractor must ensure that all its subcontractors are bound by compatible terms.

6.3 Statement of Work

The Contractor must perform the \	Nork in accordanc	e with the Statemen	nt of Work in Annex	A, and the
Contractor's technical bid entitled	, dated			

6.4 Standard Clauses and Conditions

As this contract is issued by Department of Foreign Affairs, Trade and Development (DFATD), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFATD or its Minister.

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard</u> <u>Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Solicitation No. / N° de l'invitation 2022-P-010649-7444735/B

6.4.1 General Conditions

2035 (2022-12-01) Higher Complexity - Services,

https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/21 apply to and form part of the Contract with the following replacements:

Subsection 12 of 2035 (2013-03-21), General Conditions - Higher Complexity Services – Invoice submission, <u>is</u> amended as follows:

Invoice submission

1. Invoices must be submitted in the Contractor's name to Project Authority. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.

2. Invoices must show:

- a. Contractor's Name and remittance physical address;
- b. Contractor's CRA Business Number or Procurement Business Number (PBN);
- c. Invoice Date:
- d. Invoice Number;
- e. Invoice Amount (broken down into item and tax amounts);
- f. Invoice Currency (if not in Canadian dollars);
- g. DFATD Reference Number (PO Number or other valid reference number);
- h. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- i. deduction for holdback, if applicable;
- j. the extension of the totals, if applicable; and
- k. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
- 4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

6.4.2 Supplemental General Conditions

4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information,

https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4006/3, apply to and form part of the Contract.

4013 (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules, apply to and form part of the Contract

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

4014 (2022-06-20) Suspension of the work applies to and forms part of the Contract

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent

of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) Default by the Contractor or Termination for convenience of general conditions **2035** (2022-12-01).

- 2. When an order is made under subsection 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 a result of the suspension plus a fair and reasonable profit.
- 3. When an order made under subsection 1 is cancelled, the Contractor must resume work 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 Work 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 Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

6.5 Term of Contract

6.5.1 Initial Period of the Contract

The initial period of the Contract is from date of Contract to March 31, 2028 inclusive.

6.5.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period under the same conditions.

The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract.

The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.6 Authorities

6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Isabelle Doray
Foreign Affairs, Trade and Development /
SPBC Contracting Services Unit /
200 Promenade du Portage,
Gatineau, Québec, Canada, K1A 0G4

E-mail address: <u>isabelle.doray@international.gc.ca</u>

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.6.2 Technical Authority

(Fill in at time of contract award.)

Name: TBD

Title: Senior Development Officer

Foreign Affairs, Trade and Development /

K1A 0G4 Telephone:

E-Mail: @international.gc.ca

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.6.3 Contractor's Representative

(Fill in at time of contract award.)

Name:

Title: Contractor: Telephone: E-Mail:

6.7 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

6.8 Payment

6.8.1 Basis of Payment

6.8.1.1 Limitation of Expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex B, to a limitation of expenditure of \$_____ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority.

The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- 1. when it is 75 percent committed, or
- 2. four (4) months before the Contract expiry date, or
- 3. As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

A. Professional services

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm daily rate for its professional services. Customs duty are included and Applicable Taxes are extra.

Maximum funding available: \$1,375,000.00

B. Sub-contractors / Technical specialist

The Contractor will be reimbursed for Sub-contractors / technical specialist services fees required for the direct performance of the mandate and **Previously authorized by the Project Authority**.

(Services other than those listed under A Professional Services)

These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

(insert amount at contract award).

Maximum funding available: \$ 2,425,000.00

C. Local Development Initiatives (LDI's)

Actual eligible and reasonable disbursements incurred by recipient/beneficiary organizations Contractor 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, 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. Project Authority

The Contractor will be reimbursed for its costs reasonably and properly disbursements in the performance of the Work, in accordance with the Basis of payment in Annex B, to a ceiling price of \$ _____ (insert amount at contract award). Customs duties are included and Applicable Taxes are extra.

Total Local Development Initiatives (LDI's) – Ceiling \$ _____

(insert amount at contract award).

The value must not exceed 20% of the initial sum of: A TOTAL - Professional Services and B TOTAL - Sub-Contractors / Technical Specialists

D. Authorized Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the National Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

Total travel and living expenses -Ceiling: \$125,000.00

6.9 Methods of Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

6.9.1 SACC Manual Clauses

SACC Manual clause C2000C (2007-11-30) Taxes - Foreign-based Contractor https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C2000C/1

6.9.2 T1204 - Direct Request by Customer Department

https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9117C/2 apply to and form part of the Contract

6.9.3 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

i. Direct Deposit (Domestic and International).

6.10 Certifications and Additional Information

6.10.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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 "FCP 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.

6.10.3 Certification - Contract

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada 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 bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.11 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Province of Ontario

6.12 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- 1. the Articles of Agreement;
- 2. Supplemental General Conditions:
 - 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information;
 - 4013 (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules;
 - 4014 (2022-06-20) Suspension of the work applies to and forms part of the Contract;
- 3. General Conditions:
 - 2035 (2022-12-01), Higher Complexity Services;
- 4. Annex A, Statement of Work;
- 5. Annex B, Basis of payment;
- 6. the Contractor's proposal dated

6.13 Insurance - No Specific Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

6.14 Basis for Canada's Ownership of Intellectual Property

- **6.14.1** All intellectual property rights vest with the Contractor.
- **6.14.2** 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).
- **6.14.3** 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:
- **6.14.4** The obligations contained in this section must be reproduced in all sub-agreements and subcontracts.

6.15 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- **(b)** The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

6.16 Public Recognition

- 6.16.1 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.
- 6.16.2 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.
- 6.16.3 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.
- **6.16.4** 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.
- **6.16.5** 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.

6.17 Environmental Considerations

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Contractors should:

a) Paper consumption:

- Provide and transmit draft reports, final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
- Recycle unneeded printed documents (in accordance with Security requirements).

b) Travel requirements:

- The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, Contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honor the pricing for Contractors.
- Use public transportation or another method of green transportation as much as possible.

6.18 Disposal of Assets

- **6.18.1** Equipment, and materials purchased by the Contractor wholly or partly with funds provided by DFATD, will be the property of the Contractor until transferred to a Recipient Country or another approved entity in accordance with the approved disposal plan and will be marked accordingly by the Contractor until such transfer.
- **6.18.2** At the time of submission of the final report, or as required at any other time, the Contractor will make available to DFATD an inventory of such equipment, and materials along with a plan for disposal, and will at no cost transfer such equipment and materials to the Recipient Country or another entity following DFATD's approval of the disposal plan.

ANNEX "A" - STATEMENT OF WORK

Field Support Services Project in Vietnam (FSSP)

1. Background and development program context

1.1. Programming context in Vietnam

In 2020-2021, Canada's international assistance to Vietnam was \$38.69 million, of which \$20.42 million came from DFATD. The department uses various channels to deliver its programming in Vietnam, as follows:

Bilateral program: Bilateral development aims to support the FIAP's "Growth that works for everyone" action area, particularly by addressing barriers to women's economic empowerment and by promoting sustainable economies. In keeping with Canada's Climate Financing priorities and the newly released Indo-Pacific Strategy the bilateral channel also supports the FIAP Action Area on Environment and Climate Action.

Multilateral programming: Canada contributes to the global funding of various multilateral institutions for Vietnam. Along with Ghana and Indonesia, Vietnam receives support from the World Economic Forum in the context of the Global Plastic Action Partnership, which provides a platform and convening mechanism for emerging initiatives that aim to tackle plastic pollution. Vietnam also receives assistance from the World Bank through the Forest Carbon Partnership Facility (FCBF) Carbon Fund, which offers financial incentives to developing countries that implement emission reduction programs. Vietnam also benefits from Canada's contribution to PROBLUE, the multi-donor trust fund for the blue economy at the World Bank.

Partnerships for development innovation: Canadian civil society organizations receive funding from DFATD to implement projects in Vietnam. The country also benefits from scholarship programs (such as the Canadian Francophonie Scholarship Program, CFSP), the sending of volunteers, such as through the Canadian non-governmental organization CUSO, and from projects to increase economic and social well-being.

Other Canadian investments: Vietnam also receives funding through other means, such as regional funding and funding under the Canada Fund for Local Initiatives (CFLI), which is managed by the Embassy of Canada to Vietnam.

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

For more information on DFATD's development program in Vietnam, please consult the DFATD website at https://www.international.gc.ca/gac-amc/publications/odaaa-lrmado/vietnam.aspx?lang=eng and the Project Browser website at https://w05.international.gc.ca/projectbrowser-banqueprojets/?Lang=eng

1.2. Links to DFATD's policy and programming framework

Throughout its programming, and in accordance with Canada's Official Development Assistance Accountability Act (ODAAA), Canada strives to comply with aid effectiveness principles and deliver aid that maximizes its impact on development and poverty reduction and promotes human rights. In promoting Canada's Feminist International Assistance Policy (FIAP) and improving aid effectiveness, DFATD maintains a focus on gender equality (GE), environment and climate change, accountability, value for money and results. The Indo-Pacific Strategy gives direction to responding to the needs of countries in the region, including Vietnam, to support their transition into more inclusive and prosperous partners, guided by Canada's interests and consistent with Canadian values. Among others the IPS gives direction to support efforts towards democracy, inclusivity, accountable governance and sustained economic growth, helping key countries in the region. The Field Support Services Project (FSSP) will help advance the implementation of DFATD's commitment to the FIAP, IPS, SDGs and aid effectiveness in

accordance with the Paris Principles, particularly relating to GE, 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, is recipient-focused, and is 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 entity identified by the Government of Canada on its list of terrorist entities (https://laws-lois.justice.gc.ca/eng/acts/a-11.7/page-1.html). To this end, the department 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 relating to aid effectiveness, particularly effectiveness, efficiency, alignment, risk management and performance.

<u>Effectiveness</u>: DFATD supports Vietnam's development through a number of assistance channels. Issues specific to the socio-political and economic context, including those related to working with a socialist government, inform decision making. Access to technical services is essential to ensure effective programming and the achievement of sustainable results.

<u>Efficiency</u>: Access to timely and reliable support for up-to-date information on current events and context are vital to the efficient delivery of programming.

<u>Alignment</u>: By providing a platform for technical services, the FSSP allows for the implementation of Canadian policies relating to promoting gender equality, environmental sustainability and aid effectiveness.

2. Scope

To help improve the efficiency of the work of program and project stakeholders and the impact of Canada's international assistance in Vietnam, the Contractor must deliver:

- administrative, financial and logistical services,
- > undertake the procurement of goods, services and technical specialists,
- > support policy dialogue and knowledge sharing, and
- support local development initiatives (LDIs). (up to 20% of the sum of the Professional Services and Sub-Contractors / Technical Specialists services fees of this contract)

The Contractor will be responsible for all aspects of the FSSP's implementation. The Contractor must deliver administrative, financial, procurement and logistical services and support the LDIs, as needed. To implement and manage the FSSP, the Contractor must

i) 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 Vietnam.

3. Travel

The Contractor must be aware of Government of Canada travel reports and warnings. Moreover, travel arrangements and meeting room capacity must comply with Government of Vietnam guidelines relating to social distancing (if applicable) at the time of travel.

The FSSP resources and the technical specialists must meet with DFATD representatives, government representatives and other stakeholders in Vietnam, when requested. Regular meetings and visits may also take place outside of Hanoi, based on the FSSP's needs. The technical authority (TA) will provide notice of up to one calendar week for these meetings and, if necessary, discuss logistical aspects with the consultant.

All travel must be in accordance with the National Joint Council (NJC) Travel Directive.

4. Location of work

The resources must be based in Hanoi, Vietnam.

4.1. Facilities, workplace and work equipment

All FSSP resources and Technical Specialists are required to provide their own work space and equipment that is required to carry out their duties.

5. Resources necessary for implementing the Field Support Services Project (FSSP)

The Contractor must provide resources for the tasks below.

5.1. FSSP manager

The tasks of the FSSP manager include, but are not limited to, the following:

- i. Providing advice or assistance, as needed, to DFATD on a range of issues pertaining to logistical and regulatory requirements for operating in Vietnam to support DFATD's effective and efficient management of Canada's international assistance programs.
- ii. Leading the preparation of all key FSSP documents, including procurement plans, in the context of developing the IWP, AWP and OPM, as well as overseeing the OPM as it relates to the LDIs.
- iii. Reviewing and approving the FSSP and LDI budget and financial reports.
- iv. Planning and coordinating administrative, financial, procurement and logistics management services provided under the project, including LDIs.
- Maintain effective communication with the development section of the Embassy of Canada to Vietnam, DFATD headquarters, Government of Vietnam 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. Analyzing, planning, directing and assessing the tasks to be carried out by the technical specialists and other subcontractors, namely, ensuring quality assurance and the timely submission of deliverables, and ensuring that they adhere to basic professional requirements and align with activity specifications.
- viii. Coordinating the FSSP and providing support to LDI recipients, as required. Ensuring the effective management and internal monitoring of project progress and results, namely, addressing issues and problems as they arise.

5.2. FSSP Financial and administrative officer

The financial and administrative officer will carry out the following tasks:

- i. Ensuring proper maintenance of the FSSP's record keeping and filing system.
- ii. Maintaining the accounts payable and accounts receivables to ensure that records relating to the project's funding are complete and accurate.
- iii. Administering payments to suppliers, contractors and technical specialists.
- iv. Managing payments to be made under the LDIs.
- v. Tracking and monitoring project expenses in accordance with the approved project budget.
- vi. Developing and managing the reporting and invoicing for services rendered.
- vii. 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.
- viii. Ensuring the administration of the roster of technical specialists.
- ix. Supporting the administration of contracts for which the coordination is carried out by the FSSP manager.
- x. Assisting with travel and logistical arrangements for technical specialists.
- xi. Administering the delivery of logistical services, such as arranging vehicle rental, making travel arrangements, and arranging event and mission planning and management, as required.

5.3. FSSP LDI fund coordinator

The tasks of the FSSP LDI fund coordinator include, but are not limited to, the following:

- i. Developing the Operating Procedures Manual (OPM) for the LDI, as well as supporting the development of key FSSP documents, such as the procurement plan that is included in the initial work plan (IWP), the annual work plans (AWP) and reports.
- ii. Managing and implementing the LDI, primarily as follows:
 - a. Developing tools (such as brochures, outreach documents, due diligence checklists) and coordinating publications related to the LDI, including specific notices for requests for proposals.
 - b. Coordinating calls/requests for proposals, including receipt of proponent proposals.
 - c. Conducting preliminary screening of proponent proposals in accordance with formal selection criteria.
 - d. Making recommendations to, and providing administrative support for, the project review committee or equivalent.
 - e. Supporting or conducting due diligence of short-listed proponents (such as administrative and programming aspects) and documenting approvals processes and funding decisions.
 - f. Preparing local contribution agreements or other financial instruments using established templates.
 - g. Leading the monitoring and evaluation of local initiatives funded through the LDI fund.
- iii. Ensuring expenditure tracking and record keeping for FSSP LDI funds.
- iv. Working and building relationships with local organizations.
- v. Coordinating LDI fund activities with other stakeholders.

5.4. Responsive technical specialists / subcontractors

A Limitation of Expenditure is set aside for the areas of expertise of the technical specialist services that are intended to be responsive and meet program and project needs in Vietnam.

6. Language requirements

The FSSP's language of work is English. All briefings and reports described in section 10 must be provided to the technical authority and other partners in English.

7. FSSP constraints

As with all DFATD and other donor projects, some constraints may affect project implementation. The Vietnam FSSP will be implemented in a one-party state with precise and complicated regulations governing/restricting foreign operations in the country. These are risks that the FSSP Contractor must anticipate and will be required to mitigate.

Moreover, the FSSP must be implemented in accordance with Government of Canada and DFATD policies, regulations and guidelines. These include anti-terrorism provisions under the *Anti-terrorism Act*, adopted in 2001 (https://laws-lois.justice.gc.ca/eng/acts/a-11.7/).

8. Risks and Constraints

- In development programming, Canada defines risk as the effect of uncertainty on results. DFATD places emphasis on the importance of accurately defining the various types of risks that a project may face and the development of impact and risk response strategies. Key risks include, but are not limited to, the following: There is a risk that project effectiveness may be compromised by an inability to attract and retain competent technical specialists, given the competitive environment and limited available resources.
- There is a risk that the political environment may add complexity to operations that, if not well managed, will undermine service delivery.

9. DFATD resources and support

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

10. Deliverables and expected outcomes

10.1. Initial work plan and operating procedures manual

The Contractor must prepare and submit for review and approval an initial work plan (IWP) and the operating procedures manual (OPM) for the FSSP and LDI fund. These must include the content described in section 7.

10.2. Annual work plans

The preparation and updating of the annual work plan (AWP) are critical to field support services. To meet the AWP requirement, the Contractor must assess the anticipated needs with the technical authority on an annual basis to identify the necessary service requirements during the subsequent fiscal year (April 1 to March 31).

Title	Description	Delivery Date
Initial work plan (IWP)	The IWP must provide a timeline and description of deliverables for key project start-up activities. DFATD must approve the IWP prior to its implementation. At a minimum, the IWP must include the following:	Within ninety (90) calendar days of the contract signature
	i. project and administrative management LDI fund plan	
	ii. draft work plan for the 12 months from the date of contract award	
	iii. risk management strategy	
Operating Procedures Manual (OPM)	The Contractor must develop an OPM that describes the FSSP policies and operating procedures and that will serve as a guide.	Within ninety (90) calendar days of the contract signature and
, ,	a. procedures for managing technical specialists and resources	updated annually
	b. financial management procedures	
	c. contract management procedures project reporting	
	d. protocol to mitigate risk of conflict of interest	
Operating Procedures Manual (OPM) –	The Contractor must develop an operating procedures manual (OPM) that describes the LDI policies and operating procedures, sets minimum compliance expectations and serves as a guide for FSSP staff. The manual must include, but is not limited to, the following:	Within one hundred and eighty (180) calendar days of contract signature and updated annually at the same time as the AWP – must be in
Local Development Initiatives (LDI)	a. a description of the call for proposals process, including the due diligence process to verify recipients' financial and organizational capacity	
Fund (prepared	b. a financial instrument template	chronological order
by the FSSP project manager in	c. a decision-making matrix	
cooperation with the technical	 d. the integration of relevant technical specialists (particularly, gender equality expertise) in the review, identification and oversight of proposed organizations/sub-projects 	
authority)	e. the process for building local organizations' capacity	
	f. the process for building networks and alliances	
	g. eligible organizations	
	h. project eligibility criteria – multi-year funding	
	i. project eligibility criteria – short-term projects	
	j. financial and administrative guidelines	

Title	Description	Delivery Date
Annual work plan (AWP)	 k. reporting and tracking l. documents and records m. media and publication guidelines, primarily on visibility and recognition, drawn from the DFATD visibility and recognition planning form Annexes: Applicable forms (for example, proposal application form, proposal assessment sheet, project approval document, financial instrument, agreement tracking sheets, visibility and recognition planning form for local partners) and reporting templates 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 the progress reports. It should not be more than 30 pages in length (excluding annexes) and must include, but is not limited to, the following: i. an executive summary ii. project context (that may change from year to year) iii. results to be achieved during the year iv. the annexes 	Within one hundred and eighty (180) calendar days of contract signature Subsequent AWPs are submitted as drafts by February 28 each year at the latest, leading to final approval by the technical authority by the end of March
Semi-annual narrative progress reports	The semi-annual narrative progress reports (maximum 10 pages) discuss the progress of the activities for the previous six months. These reports must include, but are not limited to, the following: a. the executive summary b. report on key project activities c. problems and challenges encountered, if any, and any remedial action taken or to be taken d. planned activities for the next period or required updates to the AWP e. management issues f. comments on risks encountered or new risks identified g. summary analysis of support provided by the technical specialists h. any other important issues affecting project implementation	Within forty-five (45) calendar days after September 30

Title	Description	Delivery Date
Annual narrative progress report	The annual narrative progress report (maximum 20 pages) summarizes the project activities and progress toward expected outcomes. The report must include, but is not limited to, the following:	Within forty-five (45) calendar days
	a. the executive summary	after March 31
	b. coordination and networking activities and results achieved	
	c. program planning and monitoring and project results, including LDI	
	d. administrative and procurement services, logistical support and results	
	e. problems and difficulties encountered, remedial actions taken or to be taken, and results	
	f. management issues and results	
	g. services delivered, including a list of all technical specialists whose services were procured and a summary of their support, as well as a list of events organized	
	h. comments on risk assessment and updated risk management strategy, where appropriate	
	i. summary analysis of the support provided by technical specialists	
	j. any other important issues affecting project implementation	
	k. lessons learned and recommendations	
	I. the annexes	
Final narrative report	The final narrative report includes not only a summary of the previous reports and the final financial report but also information on the design, method and implementation of the program, success factors, lessons learned, etc. The report is a stand-alone document that can be used as a core source of information or corporate memory and help to validate evaluations. In order to be concise, the report should be limited to 50 pages and should not exceed 75 pages (not including the annexes).	Within sixty (60) calendar days following the end of project activities
	The final detailed report has 11 sections (including the annexes):	
	a. Executive summary (no more than five pages)	
	b. Introduction – how the document is structured (one page)	
	c. FSSP summary (one to three pages)	
	project rationale and justification: Identification of direct and indirect beneficiaries and clients	
	governance structure	

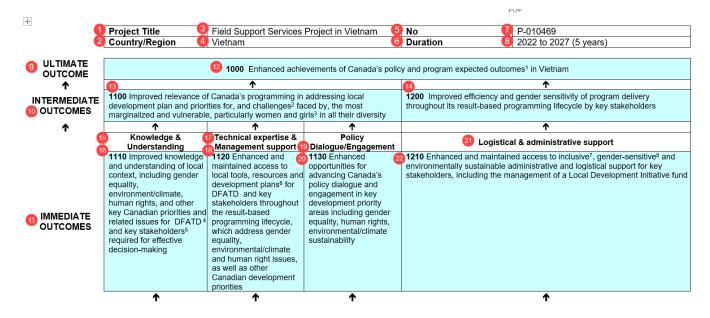
Title	Description	Delivery Date
	brief project structure	
	d. Project context – Analysis of the project's context (external, internal and policy considerations) and the positive or negative impacts on project results and implementation	
	e. Project management – Assessment of project management approaches (governance, work planning, scheduling, procurement, logistics, funding, reporting) (from three to six pages)	
	f. Results delivered – A list of all technical specialists whose services were procured and a summary of their support, list of events organized, LDI, etc.	
	g. Risk management – Evaluation 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 the strategies used to address them) and the positive or negative impact on project results and its implementation (from one to three pages)	
	h. Budget management – Brief analysis of initial budget forecasts as set out in the contract compared to actual disbursements for the project as a whole, as well as for each of the main set of activities (from one to three pages)	
	 i. Success factors – Analysis of the success factors: (a) relevance, (b) appropriateness of the design, (c) innovation, (d) appropriateness of resource use, and (e) informed and timely action (from five to ten pages) 	
	 j. Lessons learned and recommendations – Lessons learned from the project that will be useful for DFATD to consider in planning other projects of this nature in the future (from three to five pages) 	
	k. Annexes	

10.3. Financial and procurement reports

Financial and procurement reports must be submitted electronically in Adobe format (*.pdf) in English unless otherwise specified by the technical authority. DFATD's fiscal year runs from April 1 to March 31. The Contractor must be able to provide, as required, the worksheets or calculation sheets in Microsoft Excel and the reports in Adobe format (*.pdf).

Title	Description	Delivery Date
Financial and procurement (F&P) reports	The quarterly F&P reports include the following information: costs incurred in the period covered by the report	Within thirty (30) calendar days following the end of each quarter according to DFATD's fiscal year
Annual F&P Report	The annual F&P report must take a full-year perspective on the project and must be closely tied to the appropriate AWP and the costs of the activities. The report must include the following details: a. costs incurred during the period covered by the report	Within forty-five (45) calendar days after March 31, together with the annual narrative progress report
Final F&P Report	In addition to the details included in the annual F&P report, the project's final F&P report must include 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&P report must also include the following: a. an explanation of variances	Within sixty (60) calendar days following the end of project activities
	b. key financial issues arising during the life of the projectc. relevant lessons learned	

10.4. **Outcomes**



¹ This includes enhanced enjoyment of human rights, gender equality and environmentally sustainable expected outcomes. The achievement of these outcomes can occur at any level of a programming

2 Challenges include environmental and climate challenges faced by women and girls

3 This includes the challenges that women and girls faced in the exercise and protection of their rights, the equal access and control over resources and equal decision-making

4 Since the FSS is an ODA-funded project, any services provided must fall under Official Development Assistance per OECD DAC definition

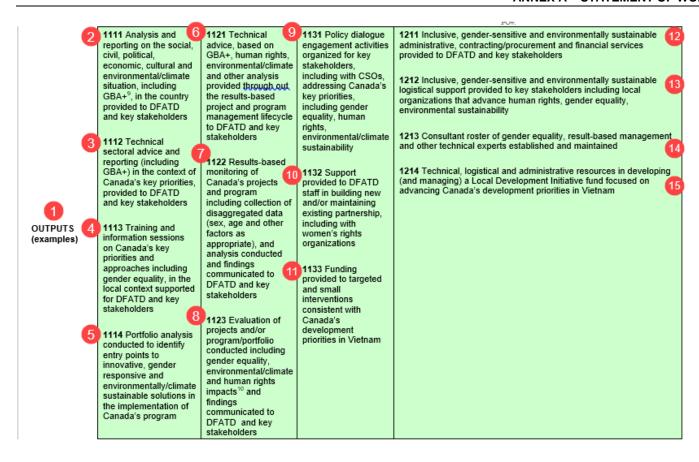
5 The relevant FSSP technical authority in the country should define all key stakeholders.

6 Could apply to plan at any level: village, district, regional, national or sustainable development goals (SDGs).
7 Inclusion means that the voices and interests of individuals are taken into account on issues that concern them and the development of their society.

- 1. This includes enhanced enjoyment of human rights, greater gender equality and improved expected outcomes on environmental sustainability. The achievement of these outcomes can occur at any level of a programming logic model.
- Challenges include environmental and climate challenges faced by women and girls.
- 3. This includes the challenges that women and girls face in the exercise and protection of their rights, and the equal access to and control of resources and equal decision-making.
- Since the FSSP is an official development assistance project, any services provided must fall under the definition of official development assistance by the OECD's development assistance committee (DAC).
- The relevant FSSP project technical authority in the country should identify the key stakeholders.
- May apply to the plan at any level: village, district, regional, national or relating to the sustainable development goals (SDGs).
- 7. Inclusion means that the voices and interests of individuals are taken into account on issues that concern them and the development of their society.
- 8. A gender-sensitive approach is an approach that incorporates gender-based analysis and gender equality perspectives. It reflects an awareness of how people think about gender, so that individuals rely less on assumptions about traditional and outdated views on gender roles. Gender-sensitive approaches include identifying gender gaps, making communities aware of gender issues, delivering services or raising awareness of gender inequalities.

⁸ Gender-sensitive is an approach that incorporates gender-based analysis and gender equality perspectives. It reflects an awareness of the ways people think about gender, so that individuals rely less on assumptions about traditional and outdated views on gender roles. Gender-sensitive approaches include identifying gender gaps, sensitizing populations to gender issues, providing service delivery or raising awareness of gender inequalities

- 1. Project title
- 2. Country/region
- 3. Field Support Services Project in Vietnam
- 4. Vietnam
- **5.** No.
- 6. Duration
- 7. Work Breakdown Structure (WBS)
- 8. From 2023 to 2028 (5 years)
- 9. ULTIMATE OUTCOME
- 10. INTERMEDIATE OUTCOMES
- 11. IMMEDIATE OUTCOMES
- 12. 1000 Expected outcomes¹ improved in the context of Canada's policies and programs in Vietnam.
- **13. 1100** Increased relevance of Canada's programs to follow up on local development plans and meet the priorities of the most marginalized and vulnerable people, particularly women and girls,³ in all their diversity, and to address the challenges² they face.
- **14. 1200** Increased effectiveness and awareness of gender equality in the context of program delivery throughout the program's lifecycle that is based on results and per key stakeholder.
- 15. Knowledge and understanding
- **16. 1110** Improved knowledge and understanding of the local context relating to gender equality, the environment, climate, human rights, and other key Canadian priorities and related topics by DFATD⁴ and key stakeholders,⁵ which is necessary for effective decision making.
- 17. Technical expertise and management support
- **18. 1120** Improved and maintained access to local tools, resources and development plans⁶ for DFATD and key stakeholders throughout the results-based programming lifecycle, which addresses gender equality, environmental/climate and human rights issues, and other Canadian development priorities.
- 19. Policy collaboration and dialogue
- **20. 1130** Increased opportunities to advance Canada's strategic dialogue and cooperation in key development priorities, including gender equality, human rights and climate and environmental sustainability.
- 21. Logistical and administrative support
- **22. 1210** Improved and maintained access to inclusive logistical and administrative support⁷ that encourages gender equality⁸ and environmental sustainability for key stakeholders, primarily in terms of the management of the LDI fund.



. OUTPUTS (examples)

9 Gender-based Analysis Plus (GBA+): https://women-gender-equality.canada.ca/en/gender-based-analysis-plus.html
 10 The term impact in this context is used in a generic way.

- 2. 1111 Analysis and reporting on the social, civil, political, economic, cultural and environmental/climate situation in the country, including GBA+,⁹ sent to DFATD and key stakeholders.
- **3. 1112** Technical sectoral advice and reports (primarily GBA+) in the context of Canada's key priorities, provided to DFATD and key stakeholders.
- 4. 1113 Training and information sessions on Canada's key priorities and approaches, primarily gender equality, in the local context for DFATD and key stakeholders.
- **5. 1114** Portfolio analysis carried out to identify entry points for innovative solutions that encourage gender equality and that are environmentally/climate conscious in the implementation of Canada's program.
- **6. 1121** Technical advice based on GBA+, human rights, the environment/climate, and other analyses provided throughout the results-based project and program management lifecycle for DFATD and key stakeholders.
- 7. 1122 Results-based monitoring of Canada's projects and program, including collection of disaggregated data (sex, age and other factors as appropriate), analysis conducted and findings sent to DFATD and key stakeholders.
- **8. 1123** Evaluation of projects, program or portfolio conducted, primarily on the impact on gender equality, ¹⁰ the environment, climate and human rights, and findings sent to DFATD and key stakeholders.
- **9. 1131** Policy dialogue engagement activities organized for key stakeholders, primarily with CSOs, to address Canada's key priorities, including gender equality, human rights and environmental/climate sustainability.

- **10. 1132** Support provided to DFATD staff in building new and/or maintaining existing partnerships, primarily with women's rights organizations.
- **11. 1133** Funding provided for targeted and small-scale interventions consistent with Canada's development priorities in Vietnam.
- **12. 1211** Inclusive, gender-sensitive and environmentally sustainable administrative, contracting, procurement and financial services provided to DFATD and key stakeholders.
- **13. 1212** Inclusive, gender-sensitive and environmentally sustainable logistical support provided to key stakeholders, primarily local organizations that advance human rights, gender equality and environmental sustainability.
- **14. 1213** Establishing and maintaining a roster of gender equality experts, results-based management experts and other technical experts.
- **15. 1214** Technical, logistical and administrative resources for developing (and managing) an LDI fund focused on advancing Canada's development priorities in Vietnam.
- **16.** Gender-based Analysis Plus (GBA+) https://women-gender-equality.canada.ca/en/gender-based-analysis-plus.html
- **17.** In this context, the term "effect" (*incidences*) is used generically.

11. Environment

The Contractor must notify the technical authority if any project components are added that may have potential environmental impacts. In this case, the department may take necessary action to ensure that the project is not likely to cause significant adverse environmental effects. All activities must be in line with local and international environmental standards and laws.

12. List of acronyms

1	AWP	Annual Work Plan
2	CFLI	Canada Fund for Local Initiatives
3	CFSP	Canadian Francophonie Scholarship Program
4	CPTPP	Comprehensive and Progressive Agreement for Trans-Pacific Partnership
5	CSO	Civil Society Organization
6	DFATD	Foreign Affairs, Trade and Development Canada
7	FDI	Foreign Direct Investment
8	FIAP	Feminist International Assistance Policy
9	FSS	Field Support Services
10	FSSP	Field Support Services Project
11	GBA+	Gender-based Analysis Plus
12	GE	Gender Equality
13	GAC	Global Affairs Canada
14	IDRC	International Development Research Centre
15	IWP	Initial work plan
16	LDI	Local Development Initiative



Solicitation No. / N $^{\rm o}$ de l'invitation 2022-P-010649-7444735/B ANNEX A – STATEMENT OF WORK

17	LMIC	Lower middle-income country
18	ODA	Official development assistance
19	ODAAA	Official Development Assistance Accountability Act
20	OPM	Operating procedures manual
21	SDG	Sustainable development goals
22	TA	Technical authority
23	SME	Small and medium-sized enterprises

Solicitation No. / N° de l'invitation 2022-P-010649-7444735/B ANNEX B – Basis of Payment

ANNEX "B" - BASIS of PAYMENT

<u>The Basis of Payment</u> may not be amended, or modified, nor shall any of its terms and conditions be waived. If the Basis of Payment is changed in any way, the proposal will be considered non-compliant in its entirety and will be given no further consideration.

The Bidder must complete this pricing schedule and include it in its financial bid.

	Year 1	\$ 940,000.00	
	Year 2	\$ 940,000.00	
Maximum funding available for the	Year 3	\$ 940,000.00	
Maximum funding available for the initial period of the Contract resulting	Year 4	<u>\$ 940,000.00</u>	
from the bid solicitation.	Year 5	\$ 940,000.00	
Bids valued in excess of this amount will be considered non-responsive.			
will be considered non-responsive.	Total		
This disclosure does not commit Canada to pay the maximum funding available	Initial contract period: From contract award date to March 31, 2028	\$4,700,000.00	Goods and Services Tax or Harmonized Sales Tax extra
	(Year 1 to Year 5)		

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Definition of a Day/Proration

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

(Hours worked × applicable firm per diem rate) ÷ 7.5 hours

- All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

Initial contract period: From contract award date to March 31, 2028

YEAR 1 – From contract award date to March 31, 2024				
A. Professional Services Field Support Services Project (FSSP) Team members Categories	Name of Resource(s)	Firm daily Rates	Estimated Level of Effort	Total \$can
FSSP Manager		\$ TBD by the bidder	220 days	\$
FSSP Financial and administrative officer		\$ TBD by the bidder	220 days	\$
FSSP LDI fund coordinator		\$ TBD by the bidder	110 days	\$
YEAR 1 – Total A Professional services - Limitation of expenditures			TBD by the bidder	

A. Professional Services Field Support Services Project (FSSP) Team members Categories	Name of Resource(s)	Firm daily Rates	Estimated Level of Effort	Total \$can
FSSP Manager		\$ TBD by the bidder	220 days	\$
FSSP Financial and administrative officer		\$ TBD by the bidder	220 days	\$
FSSP LDI fund coordinator		\$ TBD by the bidder	110 days	\$

A. Professional Services Field Support Services Project (FSSP) Resource(s) Firm daily Rates of Effort Of Effort		Total \$can		
FSSP Manager		\$ TBD by the bidder	220 days	\$
FSSP Financial and administrative officer		\$ TBD by the bidder	220 days	\$
FSSP LDI fund coordinator		\$ TBD by the bidder	110 days	\$

YI	YEAR 4 – From April 1 st , 2026 to March 31,2027			
A. Professional Services Field Support Services Project (FSSP) Team members Categories	Name of Resource(s)	Firm daily Rates	Estimated Level of Effort	Total \$can
FSSP Manager		\$ TBD by the bidder	220 days	\$
FSSP Financial and administrative officer		\$ TBD by the bidder	220 days	\$
FSSP LDI fund coordinator		\$ TBD by the bidder	110 days	\$
YEAR 4 – Total A Professional services - Limitation of expenditures			TBD by the bidder	

Solicitation No. / N° de l'invitation 2022-P-010649-7444735/B ANNEX B – Basis of Payment

YEAR 5 – From April 1 st , 2026 to March 31,2028				
A. Professional Services Field Support Services Project (FSSP) Team members Categories	Name of Resources	Firm daily Rates	Estimated daily Level of Effort	Total \$can
FSSP Manager		\$ TBD by the bidder	220 days	\$
FSSP Financial and administrative officer		\$ TBD by the bidder	220 days	\$
FSSP LDI fund coordinator		\$ TBD by the bidder	110 days	\$
YEAR 5 – Total A Professional services - Limitation of expenditures			TBD by the bidder	

SUB-TOTAL COST (YEAR 1 TO YEAR 5)	
B. Sub-contractors/Technical Specialists	Total \$Can
Technical Specialist Per diems	
Sub-contractors / Technical Specialists – Limitation of expenditures <u>Maximum funding available for \$ 2,425,000.00</u>	TBD by the bidder
C. Local Development Initiatives (LDI's)	Total \$Can
Actual eligible and reasonable disbursements incurred by recipient/beneficiary organizations Contractor 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 , 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	
Local Development Initiatives (LDI's) – Ceiling The value must not exceed 20% of the initial sum of: A TOTAL - Professional Services and B TOTAL - Sub-Contractors / Technical Specialists	TBD by the bidder
D. Travel and living expenses fees	Total \$Can
The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive , and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel. All travel must have the prior authorization of the Project Authority.	
Travel and living expenses fees - Ceiling	\$ 125,000.00

Solicitation No. / Nº de l'invitation 2022-P-010649-7444735/B ANNEX B – Basis of Payment

TOTAL COST (YEAR 1 TO YEAR 5)	
A) TOTAL - Professional Services - Limitation of Expenditure: <u>Maximum funding available for \$ 1,375,000.00</u>	\$ TBD by the bidder
B) TOTAL - Sub-Contractors / Technical Specialists - Limitation of Expenditure: <u>Maximum funding available for \$ 2,425,000.00</u>	\$ TBD by the bidder
C) TOTAL - Local Development Initiatives (LDI's) Ceiling: The value must not exceed 20% of the initial sum of: A) Professional Services and B) Sub-Contractors / Technical Specialists	\$ TBD by the bidder
D) TOTAL - Travel and living expenses fees - Ceiling:	\$ 125,000.00
TOTAL EVALUATED PRICE (YEAR 1 TO YEAR 5) (A+B+C+D) Limitation of Expenditure:	\$ TBD by the bidder
The Bidder should indicate which tax rate it will be charging: Tax on Goods and Services%	TBD by the bidder

ANNEX C – EVALUATION CRITERION

ANNEX "C-1" - MANDATORY TECHNICAL CRITERIA

4.1.1.1 Mandatory Technical Criteria (MTC)

- a) Bids MUST meet the mandatory technical criteria specified in the table inserted below.
- b) Bids which fail to meet the mandatory technical criteria will be declared non-responsive.
- c) The Bidder MUST provide the necessary documentation to support compliance with this requirement. Simply repeating the statement or definitions contained in the bid solicitation is not sufficient.

	Mandatory Technical Criteria (MTC)						
N°	Criteria	Reference to Proposal (Please indicate section and page number, if applicable)					
	The Bidder MUST submit two (2) projects, at least one (1) of which must be a completed project, managed by the proposed project manager , detailing the manager's project monitoring service delivery experience .						
	A project can be one of the following:						
MTC1	 a contract, agreement or arrangement signed by the Bidder individually or in a consortium for the delivery of services AND that started after January 1, 2005, at the earliest AND that lasted at least 150 working days combined over a period of twelve (12) months AND that had a total project value of at least CAD\$2M 						
	The Bidder MUST confirm the address(es) of its facility(ies) in Vietnam						
	AND						
MTC2	MUST confirm that the proposed resources are able to travel to the Embassy of Canada to Vietnam or the Consulate General of Canada in Ho Chi Minh City within 48 hours of receiving a notice to this effect.						

ANNEX C – EVALUATION CRITERION

ANNEX "C-2" – MANDATORY FINANCIAL CRITERIA

4.1.1.2 Mandatory Financial Criteria (MFC)

- a) Bids **MUST** meet the mandatory financial criteria specified in the table inserted below.
- b) Bids which fail to meet the mandatory financial criteria will be declared non-responsive.

	Mandatory Financial Criteria				
ITEM	DESCRIPTION OF CRITERIA				
MFC1	The maximum funding available for the Contract resulting from the bid solicitation is \$4,700,000.00 (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.				
MFC2	Bidders MUST submit their financial bid, in Canadian dollars and in accordance with the Basis of Payment in ANNEX B. Bidders that are based outside of Canada are eligible, however, their financial bid must be submitted in \$CAD. The total amount of Goods and Services Tax must be shown separately				

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ANNEX "C-3" – POINT RATED TECHNICAL CRITERIA

4.1.1.3 Point Rated Technical Criteria (RTC)

Bidder instructions

• If the number of projects included in the Bid exceeds the number indicated in an evaluation criteria, DFATD will only take into consideration the number specified in the order submitted.

Definitions

For this bid solicitation, the following definitions apply to the requirements:

- The terms "at least" or "minimum" represent the minimal expectations of a requirement. No points will be awarded if the minimum requirement is not demonstrated.
- Developing country: Includes any countries and territories listed in the OECD's DAC list of ODA recipients. The list
 can be found at the following website: https://www.oecd.org/dac/financing-sustainable-development/development-finance-standards/daclist.htm
- International development assistance stakeholder(s): Includes the following types of organizations involved in international development: civil society organizations (CSOs), the private sector, multilateral organizations, donors, local or national governments.
- International development project: A project with a mandate to support the achievement of sustainable
 development goals (SDGs) in developing countries in order to reduce poverty and contribute to a more secure,
 equitable and prosperous world.
- Local development initiatives (LDI): Funding allocated to LDIs, knowledge-building or sharing initiatives selected through a particular mechanism (such as a request for preliminary proposals or unsolicited proposal). The initiatives help improve the knowledge of program officials, CSOs and stakeholders and improve the relevance of the programs implemented or meet the host government's needs and priorities.
- **ASEAN**: The Association of Southeast Asian Nations is a regional grouping that currently includes ten members: Brunei, Cambodia, Indonesia, Laos, Malaysia, Myanmar, the Philippines, Singapore, Thailand and Vietnam.

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Rated Technical Criteria (RTC) Category 1 — Proposed Resources

For the purpose of the evaluation criteria under Category 1 – Proposed Resources, the term "project" is defined as a mandate with specific duties, products/deliverables and a specific period.

A project can be part of a full-time job.

RTC1	Field Support Services Project (FSSP) Manager	Maximum Score	Cross-reference to Proposal (Please indicate section and page number, as appropriate)
RTC 1.1	The Bidder should submit a copy of the degrees obtained from a recognized educational institution* for the highest level of studies completed for the proposed project manager in a relevant field. * • Post-graduate degree (higher than a university bachelor's degree): 15 points • Undergraduate degree (university bachelor's degree or equivalent): 5 points per degree, 15 points maximum * "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. * "Recognized educational 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. Canada will only consider educational programs that have been successfully completed by the proposed resource at the time of the bid closing date. If the degree, designation or certification was issued by an educational institution outside Canada, the Bidder MUST provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials.	/15	
RTC 1.2	Training certificates The Bidder should submit any training certificates obtained by the proposed project manager within ten (10) years prior to the bid closing date of this RFP. (Courses, certificates or degrees not included in the evaluation of the education level in RTC1.1.) • 1 point per certificate obtained, 5 points maximum Only professional training offered by a recognized educational institution* will be considered. Relevant areas: • project management	<i>l</i> 5	

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	public administration		
	international development		
	procurement managementresults-based management		
	human resources management		
	conflict management		
	financial management		
	 capacity building or coaching approach 		
	gender equality or gender sensitivity training		
RTC 1.3	* "Recognized educational 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. Project management experience		
	The Bidder should submit a maximum of three (3) projects, which demonstrates the proposed project manager's experience in <u>project management</u> .		
	Each of the projects submitted should meet the following criteria:		
	 The projects submitted were managed for a minimum of twelve (12) months by the resource submitted; AND The projects have been managed after January 1, 2005; AND The proposed project manager worked jointly with one or more of the international development assistance stakeholders during his or her time as manager of the projects submitted. 	/21	
	Points will be awarded based on the extent of the project manager's experience for each project submitted: • From 12 months to less than 36 months: 2 points per project • From 36 months to less than 60 months: 4 points per project • 60 months or longer: 6 points per project • One (1) additional point per project will be awarded for management projects carried out in Vietnam or in one of the ASEAN member states		
	*Months where projects overlap will be counted only once.		
RTC 1.4	Project budget management experience		
	The Bidder should submit a maximum of three (3) projects, which demonstrates the proposed project manager's experience in <u>project budget management.</u>		
	Points will be awarded for each project submitted based on the value of the budgets managed by the resource submitted:	/15	
	 From \$500,000 to less than \$1,000,000: 3 points per project 		
	• From \$1,000,000 to less than \$1,500,000: 4 points per project		
	 \$1,500,000 and over: 5 points per project 		
	All budgets must be expressed in Canadian dollars (CAD\$).		

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RTC 1.5	International development experience		
	 The Bidder should demonstrate the proposed project manager's experience in working with and maintaining work relationships with the following: different types of international development stakeholders such as civil society, research forums, the private sector, non-governmental organizations, other donor countries, multilateral organizations, multilateral banks, and small and medium-sized enterprises in the context of various international development projects Points will be awarded as follows: Two different types of organizations: 1 point Three different types of organizations or more: 3 points Four different types of organizations or more: 6 points Three (3) additional points will be awarded if the proposed project manager worked with and maintained work relationships with various types of international development assistance 	/9	
	stakeholders in Vietnam or in one of the ASEAN member states.		
RTC2	FSSP Financial and Administrative Officer	Maximum Score	Cross-reference to Proposal (Please indicate section and page number, as appropriate)
RTC 2.1	Degrees		appropriate)
	The Bidder should submit a copy of the degrees obtained from a recognized educational institution* for the highest level of studies completed for the proposed financial and administrative officer in a relevant field. *		
	 Post-graduate degree (higher than a university bachelor's degree): 5 points 		
	 Undergraduate degree (university bachelor's degree or equivalent): 3 points 		
	* "Relevant discipline" is defined as a discipline related to business, finance, accounting or management.	/5	
	* "Recognized educational 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.		
	Canada will only consider educational programs that have been successfully completed by the proposed resource at the time of the bid closing date. If the degree, designation or certification was issued by an educational institution outside Canada, the Bidder MUST provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials.		

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RTC 2.2	Training certificates from a professional order		
	The Bidder should submit a copy of training certificates from a professional order* obtained by the proposed financial and administrative officer.		
	 5 points per (1) professional designation/accreditation in accounting or finances delivered by a recognized professional order. * 	/5	
	* "Professional order" means an organization made up of members that practice a profession or activity, which oversees the knowledge and skills of its members, the exercise of the profession or trade and the conduct of its members.		
RTC 2.3	Training certificates		
	The Bidder should submit <u>any training certificates obtained</u> by the proposed financial and administrative officer within ten (10) years prior to the bid closing date of this RFP.		
	(Courses, certificates or degrees not included in the evaluation of the education level in RTC2.1.)		
	1 point per certificate obtained, 5 points maximum		
	Only professional training offered by a recognized educational institution* will be considered.		
	Relevant areas :		
	Project managementPublic administration		
	Procurement management	/5	
	Results-based management		
	Human resources management		
	* "Recognized educational 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.		
	Canada will only consider educational programs that have been successfully completed by the proposed resource at the time of the bid closing date. If the degree, designation or certification was issued by an educational institution outside Canada, the Bidder MUST provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials.		
RTC 2.4	The Bidder should submit a maximum of three (3) projects, which demonstrates the experience of the proposed financial and administrative officer in <u>finance and office administration</u> .		
		/21	
	Each of the projects submitted should meet the following criteria:		
	 a) The proposed financial and administration officer worked in project finance and office administration; AND 		

	 b) The proposed financial and administration officer worked with one or more international development assistance stakeholders; AND c) The projects submitted were carried out after January 1, 2012; AND d) The projects submitted were for a minimum duration of six (6) months; AND e) The projects submitted were carried out in a developing country. Points will be awarded as follows: From 6 months to less than 12 months: 2 points per project From 12 months to less than 24 months: 4 points per project 24 months and over: 6 points per project *Months where projects overlap will be counted only once. One (1) additional point per project will be granted for at least 12 months of cumulative experience in Vietnam or in one of the ASEAN member states. 		
RTC3	FSSP LDI Fund Coordinator	Maximum Score	Cross-reference to Proposal (Please indicate section and page number, as appropriate)
	 recognized educational institution* for the highest level of studies completed for the proposed LDI fund coordinator in a relevant field. * Post-graduate degree (higher than a university bachelor's degree): 5 points Undergraduate degree (university bachelor's degree or equivalent): 2.5 points per degree, 5 points maximum * "Relevant discipline" is defined as a discipline related to business, finance, accounting, logistics, economics, international development, procurement, project management, business management, engineering and applied sciences. 	/10	
	*"Recognized educational 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. Canada will only consider educational programs that have been successfully completed by the proposed resource at the time of the bid closing date. If the degree, designation or certification was issued by an educational institution outside Canada, the Bidder MUST provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials.		

RTC 3.2	The Bidder should submit a maximum of three (3) projects, which demonstrates the experience of the proposed LDI fund coordinator in managing and implementing LDIs.		
	At the very least, each of the projects submitted should meet the following criteria:		
	 a) The proposed LDI fund coordinator has coordinated the management and implementation for the full duration of the project, the LDI fund and carried out duties relating to its implementation; AND b) The proposed LDI fund coordinator has worked with one or more international development assistance stakeholders; AND 		
	c) The projects submitted were carried out in a developing country; AND		
	 d) The projects submitted were carried out after January 1, 2012; AND 		
	e) The projects submitted each have a minimum duration of six(6) months.	/23	
	Points will be awarded as follows:		
	 From 6 months to less than 12 months: 2 points per project 		
	From 12 months to less than 24 months: 4 points per project		
	• 24 months and over: 6 points per project		
	Two (2) additional points will be awarded for at least 12 months of experience in one of the ASEAN member states		
	 Three (3) additional points will be awarded for a minimum of 12 months of experience in Vietnam. 		
	*Months where projects overlap will be counted only once.		
RTC 3.3	The bidder should submit a maximum of three (3) projects, which demonstrates the experience of the proposed LDI fund coordinator in <u>overseeing</u> local development initiatives and <u>creating reports</u> on these initiatives.		
	At the very least, each of the projects submitted should meet the following criteria:		
	 The proposed LDI fund coordinator worked in overseeing local development initiatives and creating reports on these initiatives; AND 	/18	
	 The proposed LDI fund coordinator worked with one or more international development assistance stakeholders; AND 		
	c) The projects submitted were carried out in a developing country; AND		
	d) The projects submitted were carried out after January 1, 2012 , AND		
	e) The projects submitted had a minimum duration of six (6) months.		
	Points will be awarded as follows:		

	Required minimum points = 99 points	10	64 points
	Category 1: Proposed resources	4	C4 mainta
	1 point per document up to 3 points		
	Templates for LDI management, implementation and coordination:		
	Policies: 1 point per document up to 3 points		
	Procedure: 1 point per document up to 3 points		
	Operating manual: 1 point per document up to 3 points		
	Points will be awarded as follows:		
	3) the date of the project for which it was developed	/12	
	the title of the project for which it was developed		
	the context for which it was developed		
	Each document developed that is submitted to address this evaluation criterion should be accompanied by the following:		
	Operational documents were developed after January 1, 2012		
RTC 3.4	The Bidder should demonstrate the experience of the proposed LDI fund coordinator in <u>creating operational documents</u> for implementing local development initiative funds.		
	* Months where projects overlap will be counted only once.		
	24 months and over: 6 points per project		
	From 12 months to less than 24 months: 4 points per project		
	From 6 months to less than 12 months: 2 points per project		

Rated Technical Criteria (RTC) Category 2 - Bidder's Experience			
RTC4	Bidder's experience in delivering management, administration and project coordination services	Maximum Score	Cross-reference to Proposal (Please indicate section and page number, as appropriate)
RTC 4.1	The Bidder should submit a maximum of two (2) projects, which demonstrates his or her experience in management, administration and coordinating a team to carry out the projects. For the purpose of this requirement, "project" is defined as a contract, agreement or arrangement signed by the Bidder individually or in a consortium to provide the services. At the very least, each of the projects submitted should meet the following criteria: a) The projects submitted were carried out after January 1, 2012; AND b) The projects submitted were of a minimum duration of twelve (12) months; AND c) Each of the projects submitted have a value of at least CAD\$500,000 per year; AND d) Each of the projects submitted include at least three (3) of the following types of services: (1) administrative (2) financial (3) procurement (4) logistical (5) LDI management; AND e) the projects submitted were carried out in a developing country Points will be awarded as follows for each type of service offered for the two projects submitted: • Administrative services: (1 point per service offered, up to 5 points) • Procurement services: (2 points per service offered, up to 10 points) • Logistical services: (1 point per service offered, up to 4 points) • Local fund management (2 points per service offered, up to 10 points)	35/	appropriate)
	Category 2 – Bidder's experience Required minimum points = 21 points	3	5 points

Category 1: Proposed resources	164 points
Category 2: Bidder's experience	35 points
Must obtain at least 120 points for all the rated technical evaluation criteria. The rating is on a scale of 199 points .	199 points