



CANADA'S REPRESENTATIVE

High Commission of Canada to Kenya
Limuru Road, Gigiri, Nairobi, Kenya

Email: siobhan.kerr@international.gc.ca

Request for Proposal (RFP)

Performance of the Work described in the Statement of the draft contract.

Title CFLI Coordinator NROBI	
Solicitation no. 27-319149	Date 22 June 2026
Proposal Delivery In order for the proposal to be valid, it must be received no later than 11:59pm (Nairobi, Kenya time) on 8 July 2026. This date is referred to herein as the "Closing date". Only electronic copies will be accepted and received at the following email address: siobhan.kerr@international.gc.ca Solicitation #: 127-319149	
Offer to: Department of Foreign Affairs, Trade and Development Canada We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor. Name and title of person authorized to sign on behalf of the supplier:	
_____ Signature	Date



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	4
1.1 INTRODUCTION	4
1.2 SUMMARY	4
1.3 CONTRACT DOCUMENT	4
1.4 INTERPRETATION	4
PART 2 - BIDDER INSTRUCTIONS	5
2.1 LANGUAGE OF BIDS	5
2.2 REFERENCE CLAUSES	5
2.3 STANDARD INSTRUCTIONS	5
2.4 SUBMISSION OF BIDS	5
2.5 COMMUNICATIONS, ENQUIRIES, COMMUNICATIONS, SUGGESTED IMPROVEMENTS	6
2.5 APPLICABLE LAWS	6
2.6 ENTIRE REQUIREMENT	7
2.7 DEBRIEFINGS	7
2.8 NO PROMOTION OF BIDDERS INTEREST	7
2.9 LEGAL CAPACITY	7
2.10 INCAPACITY TO CONTRACT WITH GOVERNMENT	7
PART 3 - BID PREPARATION INSTRUCTIONS	8
3.4 BID PREPARATION INSTRUCTIONS	8
3.5 TECHNICAL BID INSTRUCTIONS	8
3.6 FINANCIAL BID INSTRUCTIONS	8
3.7 FIRM PRICE	8
3.8 CERTIFICATIONS	8
ATTACHMENT 1 TO PART 3 - CERTIFICATIONS	9
ATTACHMENT 2 TO PART 3 - FINANCIAL BID FORM	11
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	12
4.4 EVALUATION AND SELECTION	12
4.5 TECHNICAL EVALUATION	12
4.6 BASIS OF SELECTION	12
ATTACHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA	13
PART 5 - RESULTING CONTRACT CLAUSES	17
ANNEX A – STATEMENT OF WORK	24
ANNEX B – BASIS OF PAYMENT	27
ANNEX C – SECURITY REQUIREMENTS CHECK LIST	27
ANNEX D – CONTRACTOR'S BID	29



PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

The RFP is divided into 5 parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the Request for Proposal;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection; and
- Part 5 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

Attachment 1 to Part 3 includes the Certifications, Attachment 2 to Part 3 includes the Financial Bid Form, Attachment 1 to Part 4 includes the Evaluation criteria, Attachment 1 to the Draft Contract includes Supplemental Conditions.

The annexes include the Statement of Work (Annex A), the Basis of Payment (Annex B), Security Requirements Check List (Annex C).

1.2 SUMMARY

- 1.2.1 The purpose of this RFP is to select a supplier to enter into a contract with the High Commission of Canada in Kenya, of the Department of Foreign Affairs, Trade and Development (DFATD) to provide Canada Fund for Local Initiatives coordination services as described in the Statement of Work (Annex A).
- 1.2.2 The Work is to be performed from the contract award date tentatively set for August 2026, for a period of 8 months. However, in the event of unusual circumstances, the contract could be awarded at a sooner or later date. There is also the potential of only one option period of one year under the same terms and conditions.

- 1.2.3 There are security requirements associated with this requirement. For additional information, consult Part 5 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

- 1.2.4 Trade Agreements are not applicable under this RFP

1.3 CONTRACT DOCUMENT

The Draft Contract and the Statement of Work which the selected Bidder will be expected to execute are included with this Request for Proposal (RFP) at Part 5, and Annex A, respectively.

1.4 INTERPRETATION

In this document, unless the context otherwise requires:

"Applicable Tax" means any tax applicable in the jurisdiction of the Work;

"Bid" is an offer to provide services or supply goods as a result of a solicitation, it also means "Proposal", and the terms can be used interchangeably in this document;

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors;

"Canada", "Crown", "His Majesty", the "Minister" or the "Government" means His Majesty the King in right of Canada as represented by the Minister of Foreign Affairs and any other person duly authorized to act on behalf of that minister; and

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.



PART 2 - BIDDER INSTRUCTIONS

2.1 LANGUAGE OF BIDS

Bid documents and supporting information must be submitted in either English or French.

2.2 REFERENCE CLAUSES

2.2.1 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.

2.2.2 This procurement document contains references to specific standard instructions, general conditions and clauses found in the SACC Manual which will apply to this particular requirement. Reference clauses are those clauses and conditions that Bidders and suppliers must refer to in the government Standard Acquisition Clauses and Conditions (SACC) Manual: https://canadabuy.ca/en/how-procurement-works/policies-and-guidelines/standard-acquisition-clauses-and-conditions-manual?utm_campaign=pspc-spa-c-sacc-24-25&utm_medium=pog&utm_source=buyandsell-gc-ca&utm_content=sacc-bas-Interstitial-en to obtain the full text. Clause references will include the clause ID number, its effective date and its title (e.g. ID B1204C (2011-05-16)).

In cases where the reference clause(s) has been modified or deleted to suit this procurement, such change(s) have been identified in this document.

NOTE: It is strongly recommended that Bidders visit the above site to better understand these clauses and conditions.

2.3 STANDARD INSTRUCTIONS

2.3.1 The [2003](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/27) (2023-06-08) Standard Instructions - *Goods or Services - Competitive Requirements* (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/27), are incorporated by reference into and form part of the bid solicitation.

2.3.2 Except in the case of "PWGSC's Integrity Database", where referred to, the words "Public Works and Government Services Canada" or "PWGSC" are to be substituted to read "**Foreign Affairs, Trade and Development Canada**" or "**DFATD**"; all references to facsimile number of "**819-997-9776**" are deleted; all references to "**Canada Post epost Connect service**" are deleted; and the words "Contracting Authority" are to be substituted to read "**Canada's Representative**".

2.3.3 Subsection 02 (2022-03-29) Procurement Business Number

This subsection is deleted in its entirety

2.3.4 Subsection 06 (2022-03-29) Late Bids

This subsection is deleted in its entirety and is hereby replaced by the following:

Bids received after the stipulated bid closing date and time will be:

- returned to the Bidder in the case where hard copies were requested; or
- deleted / destroyed where soft copies were requested, unless they qualify under the provisions of the Delayed Bids clause stipulated in paragraph 2.3.5

2.3.5 Subsection 07 (2022-03-29) Delayed Bids

This subsection is deleted in its entirety and is hereby replaced by the following:

A bid received after the closing date and time, but before the contract award date may be considered, provided the delay can be proven by the Bidder to have been due solely to a delay in delivery that can be attributed to incorrect handling by Canada, after the bid has been received at the location stipulated on page one (1).

2.3.6 Subsection 08 (2023-06-08) Transmission by Facsimile or by Canada Post Corporation's (CPC) Connect service

This subsection is deleted in its entirety and does not form part of the RFP. Canada does not accept receipt of bid by means of a facsimile or by Canada Post Corporation's (CPC) Connect service.

2.4 SUBMISSION OF BIDS

2.4.2 Bids must be received by DFATD at the electronic address identified and by the date and time on page 1 of the Request for Proposal (RFP).

The e-mail address indicated on page one (1) of the RFP is for the purpose of bid submission and enquiries concerning that RFP. No other communications are to be forwarded to this address.

2.4.3 Attachments should be in a Portable Document Format (.pdf) software application or Microsoft Office version 2003 or greater.

Bidders should follow the specifications format instructions described below, during the preparation of their bid:

- minimum type face of 10 points;
- all material should be formatted to print on 8.5" x 11" or A4 paper;
- for clarity and comparative evaluation, the Bidder should respond using the same subject headings and numbering structure as in this RFP document.

More than one e-mail can be sent if necessary (if the same file is sent twice, the latest file received will be



used for evaluation purposes and the previous one(s) will not be opened).

Canada will take no responsibility if a bid is not received on time because the e-mail was refused by a server for the following reasons:

- the size of attachments exceeds 10 MB;
- the e-mail was rejected or put in quarantine because it contains executable code (including macros);
- the e-mail was rejected or put in quarantine because it contains files that are not accepted by our server, such as, but not limited to, .rar, encrypted .zip, encrypted .pdf, .exe., etc.

Links to an online storage service (such as Google Drive™, Dropbox™, etc.) or to another website, a File Transfer Protocol (FTP) service access, or any other mean of transferring files, **will not** be accepted. All documents submitted must be attached to the e-mail.

It is strongly recommended that Bidders confirm with Canada's Representative that their complete bid was received. For this same reason, it is recommended that in cases where more than one (1) e-mail containing documents comprising the quote is submitted, the emails be numbered and the total number of emails sent in response to the RFP also be identified.

2.4.4 Canada requires that each bid, at closing date and time or upon request from Canada's Representative, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, Canada's Representative may inform the Bidder of a time frame within which to provide the signature(s). Failure to comply with the request of Canada's Representative and to provide the signature(s) within the time frame provided may render the bid non-responsive. If a bid is submitted by a joint venture, it must be in accordance with section 17 Joint Venture, of [2003](#) (2023-06-08) *Standard Instructions - Goods or Services - Competitive Requirements*.

2.4.5 It is the Bidder's responsibility to:

- (a) obtain clarification of the requirements contained in the RFP, if necessary, before submitting a bid;
- (b) prepare its bid in accordance with the instructions contained in the RFP;
- (c) submit by closing date and time a complete bid;
- (d) send its bid only to the address specified on page 1 of the RFP;
- (e) ensure that the Bidder's name, and the RFP number are clearly visible on the attachment(s) containing the bid; and,
- (f) provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.

2.4.6 Proposals received on or before the stipulated RFP closing date and time will become the property of Canada. All proposals will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21), and other applicable law.

2.4.7 Unless specified otherwise in the RFP, Canada will evaluate only the documentation provided with a Bidder's proposal. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.

2.4.8 A bid cannot be assigned or transferred in whole or in part.

2.5 COMMUNICATIONS, ENQUIRIES, COMMUNICATIONS, SUGGESTED IMPROVEMENTS

2.5.2 All enquiries and suggested improvements must be submitted in writing only to Canada's Representative, identified on page 1 of the solicitation, no later than 3 days before the bid closing date. Enquiries and suggestions received after that time may not be answered.

2.4.2 Bidders should reference as accurately as possible the numbered item of the RFP 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.

2.4.3 Should any Bidder consider that the specifications or Statement of Work contained in this RFP and Draft Contract can be improved technically or technologically, the Bidder is invited to make suggestions in writing. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Bidder will be given consideration. Canada reserves the right to accept or reject any or all suggestions.

2.5 APPLICABLE LAWS

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.



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.

2.6 ENTIRE REQUIREMENT

The RFP documents contain all the requirements relating to the RFP. Any other information or documentation provided to or obtained by a Bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the RFP. Bidders should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.

2.7 DEBRIEFINGS

Bidders may request a debriefing on the results of the RFP process, within 15 working days upon notification of the process results. The debriefing may be in writing, by telephone or in person.

2.8 NO PROMOTION OF BIDDERS INTEREST

Bidders will not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this project.

2.9 LEGAL CAPACITY

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

2.10 INCAPACITY TO CONTRACT WITH GOVERNMENT

By submitting a proposal, the Bidder certifies that neither the Bidder nor any of the Bidder's affiliates has ever been convicted of an offence under any of the following provisions. Canada may reject a proposal where the Bidder, including the Bidder's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:

- (a) paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against His Majesty*) or section 154.01 (*Fraud against His Majesty*) of the [Financial Administration Act](#); or
- (b) section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against His Majesty or section 418 (*Selling defective stores to His Majesty*) of the [Criminal Code](#); or
- (c) section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#); or
- (d) section 45 (*Conspiracies, agreements or arrangements between competitors*), 46 (*Foreign directives*) 47 (*Bid rigging*), 49 (*Agreements or arrangements of federal financial institutions*), 52 (*False or misleading representation*), 53 (*Deceptive notice of winning a prize*) under the [Competition Act](#); or
- (e) section 239 (*False or deceptive statements*) of the [Income Tax Act](#); or
- (f) section 327 (*False or deceptive statements*) of the [Excise Tax Act](#); or
- (g) section 3 (*Bribing a foreign public official*) of the [Corruption of Foreign Public Officials Act](#); or
- (h) section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#); or
- (i) any provision under any law other than Canadian law having a similar effect to the above-listed provisions.



PART 3 - BID PREPARATION INSTRUCTIONS

3.4 BID PREPARATION INSTRUCTIONS

Canada requests that Bidders provide their bid in separate PDF files or Microsoft office version 2003 as follows:

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

Please note: bids may be modified or resubmitted only **before** the solicitation closing date, and must be done in writing. This includes electronically transmitted responses. The latest bid received will supersede any previously received bids.

Section I: to be labeled "Technical Bid":

3.5 TECHNICAL BID INSTRUCTIONS

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 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.

Section II: to be labeled "Financial Bid":

3.6 FINANCIAL BID INSTRUCTIONS

Bidders must submit their Financial Bid in accordance with ATTACHMENT 2 TO PART 3 - FINANCIAL BID FORM. Prices must appear in Section II **only** and must not be indicated in any other section of the Bid. Failure to comply may result in the Bid being declared non-compliant and rejected from further consideration. All the information required in the Financial Bid should appear in a separate document and should be identified as the Financial Bid. Financial Bids will only be opened after the evaluation of the Technical Bid is completed. **Estimates provided in ATTACHMENT 2 TO PART 3 - FINANCIAL BID FORM are strictly for evaluation purposes and are not a guarantee under the contract.**

3.7 FIRM PRICE

3.7.2 Bidders must quote an all-inclusive Firm Price in Canadian Dollars (CAD) on the attached Financial Bid Form. The Firm Price must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, all costs resulting from the performance of any additional Work described in the Bidder's Bid (unless clearly described as an option), all travel, living costs and all overhead costs including disbursements.

3.7.3 All payments will be made according to the terms of payment set out in the Draft Contract.

Section III: to be labeled "Certifications":

3.8 CERTIFICATIONS

Bidders must submit the certifications required under ATTACHMENT 1 TO PART 3 – CERTIFICATIONS.



ATTACHMENT 1 TO PART 3 - 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. Canada will declare a bid non-compliant, 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.

Canada's Representative 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 Canada's Representative will render the bid non-compliant or constitute a default under the Contract.

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, Canada's Representative will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-compliant.

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

Certification Number	Certification Text	Initial
C1	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 equal or higher qualifications and experience. The Bidder must advise Canada's Representative 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 Canada's Representative, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-compliant.	_____
C2	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.	_____
C3	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 awarded to FPSs, Bidders must provide the information required below before contract award. 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	As per the definition provided, is the Bidder a FPS? Yes ☐ No ☐ As per the definition provided, is the Bidder a FPS in receipt of a pension? Yes ☐ No ☐ As per the definition provided, is the Bidder



	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 Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8. If the answer to any of the FPS questions is "yes", the successful Bidder must comply with the process, fill out and sign the required forms. If applicable, Bidders agree that the successful Bidder's status, with respect to being a FPS 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.	a FPS who received a lump sum payment? Yes ☐ No ☐ _____
C4	USE OF SUBCONTRACTOR(S) The Bidder must inform Canada if it chooses to use a subcontractor(s) to complete the Work or a portion of the Work. Canada reserves the right to approve or reject of the use of subcontractors as per the Resulting Contract Clauses part of this RFP.	Does the Bidder intent to use one or more subcontractors? Yes ☐ No ☐
C5	JOINT VENTURES The Bidder must inform Canada if it is a Joint Venture and provide the information required in order to comply with the Bidder Instructions part of this RFP.	Is the Bidder a Joint Venture? Yes ☐ No ☐

CERTIFICATION STATEMENT

By completing, signing and submitting this attachment, the Bidder certifies that the information submitted by the Bidder in response to Attachment 1 to Part 3 is accurate and complete.

Name of Authorized Individual

Signature of Authorized Individual

Date



ATTACHMENT 2 TO PART 3 - FINANCIAL BID FORM

Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of _____ CAD (excluding option years). Applicable Taxes are included. Incurred travel expenses will be reimbursed separately as described in the statement of work.

All payments will be made in CAD.

Year 1 (August 2026 to March 2027) – _____ CAD

Option Year 1 (April 2027-March 2028) – _____ CAD



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.4 EVALUATION AND SELECTION

4.4.2 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.

4.4.3 An evaluation team composed of representatives of Canada will evaluate the bids.

4.5 TECHNICAL EVALUATION

Mandatory and point-rated technical evaluation criteria are included in ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA

4.6 BASIS OF SELECTION

SACC Manual Clause [A0036T](#), Basis of Selection – Highest Rated Within Budget

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum points for the technical evaluation criteria which are subject to point rating
2. Bids not meeting (a) or (b) or (c) will be declared non responsive. 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.



ATTACHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA

1.0 Mandatory Technical Criteria

The proposal must meet the following mandatory technical criteria. The Bidder must provide the necessary documentation to demonstrate compliance with this requirement.

Proposals that do not meet the mandatory technical criteria will be considered non-responsive. Each mandatory technical criterion must be treated separately.

MANDATORY TECHNICAL CRITERIA				
N°	Description	Compliance	Yes /No	Reference / Comments
M1	Educational qualification of the Bidder Bidders must have at a college diploma or higher qualification	Bidders must provide curriculum vitae (c.v.) with details of their educational background and a copy of their diploma or transcript.		
M2	Work Experience of the Bidder Bidders must have at least three (3) years of experience undertaking projects of similar size and scope (e.g., project coordination, project management, administration) within the last five (5) years.	Bidder must provide a c.v. and cover letter in which they provide details of their work experience		
M3	Location of Bidder The bidder must reside within commuting distance of the High Commission of Canada in Nairobi in either Nairobi City, Kiambu Machakos, Kajiado or Murang'a counties.	Bidder must attest that their location is within the prescribed geographic radius.		
M4	Bid submission language	The submission must be in English or French		

2.0 Point-Rated Technical Criteria

Proposals that meet all of the mandatory technical criteria will be evaluated and point-rated against the criteria listed below, using the evaluation factors and weighting indicators indicated.

The Bidder must obtain the required minimum points for the technical evaluation criteria which are subject to point rating.

2.1 Evaluation Grid

The following evaluation grid will be used in evaluating Proposals and applies to Point Rated Technical Criteria **R1 to R3**.

POINT RATED TECHNICAL CRITERIA				
N°	Description	Rating	Score	Reference / Comments



R1	Qualifications of the Bidder Bidders must describe their level of education/ qualifications and language proficiency in their curriculum vitae and cover letter, and provide examples in an attached document as instructed.	Bidders must provide a c.v. and copies of qualifications attesting academic qualifications. (maximum 10 points) a) 5 points for College Diploma; b) 8 points for Undergraduate Degree(s) c) 10 points for Masters Degree (or higher). Bidders must provide demonstrate their capacity in drafting reports in English or French (maximum 20 points) a) Provide an example of reporting on project outcomes, including financial reporting in English/French. Bidders must, in demonstrate their capacity in drafting social media posts related to the CFLI program and/or projects' activities in English or French (maximum 10 points) a) <i>Provide an example of an X.com post in English and French that highlights a hypothetical project delivering skills training to youth in a sector that is currently in high demand in both Kenya and Canada.</i>	/40	
----	---	---	-----	--



R2	Work experience of the Bidder Bidders must demonstrate experience (within the past 10 years) doing work of a similar scope. To facilitate evaluation, information on specific contracts must include: a. Title of the job or contract; b. Location of the work (city, country); c. Name of the organization; d. Start and end dates of the job or contract	Bidders must provide a curriculum vitae and cover letter stating work experience and provide a minimum of two references to demonstrate: a) a minimum experience of three (3) years in monitoring and evaluating internationally funded projects. The bidders must also provide a minimum of two (2) references (maximum 25 points). • Bidder demonstrates up to 47 months of experience in the past ten (10) years - 15 points • Bidder demonstrates 48 to 59 months of experience in the past ten (10) years - 17 points • Bidder demonstrates 60 to 71 months of experience in the past ten (10) years - 19 points • Bidder demonstrates 72 to 83 months of experience in the past ten (10) years - 21 points • Bidder demonstrates 84 to 95 months of experience in the past ten (10) years - 23 points • Bidder demonstrates 96+ months of experience in the past ten (10) years - 25 points b) a minimum experience of three (3) years in the delivery of daily operational requirements such as managing a budget and maintaining detailed files and records (maximum 25 points) • Bidder demonstrates up to 47 months of experience in the past ten (10) years - 10 points • Bidder demonstrates 48 to 59 months of experience in the past ten (10) years - 17 points • Bidder demonstrates 60 to 71 months of experience in the past ten (10) years - 19 points • Bidder demonstrates 72 to 83 months of experience in the past ten (10) years - 21 points • Bidder demonstrates 84 to 95 months of experience in the past ten (10) years - 23 points • Bidder demonstrates 96+ months of experience in the past ten (10) years - 25 points c) a minimum experience of three (3) years in strategic communications, advocacy and/or social media management (maximum 15 points) • Bidder demonstrates up to 47 months of experience in the past ten (10) years - 5 points • Bidder demonstrates 48 to 59 months of experience in the past ten (10) years - 7 points • Bidder demonstrates 60 to 71 months of experience in the past ten (10) years - 9 points • Bidder demonstrates 72 to 83 months of experience in the past ten (10) years - 11 points • Bidder demonstrates 84 to 95 months of experience in the past ten (10) years - 13 points • Bidder demonstrates 96+ months of experience in the past ten (10) years - 15 points	/65	
----	--	--	-----	--



R3	Statement of Qualifications Bidders must demonstrate their capacity to meet the requirement of Service/Task Specifications in a statement of qualifications. The statement must be no more than 2500 words.	Bidders must provide a statement and describe how they can meet the requirements specified in Service/Task Specifications (50 points Maximum). a) Provide a detailed description of how they intend to approach the work and meet the requirements as set out in the Statement of Work (maximum 20 points) b) Demonstrate experience assisting implementing partners to ensure the necessary project documentation is correctly completed and, to the extent possible, submitted on-time (maximum 20 points) c) Demonstrate knowledge of the context within which local non-governmental organizations in Kenya, Uganda and Somalia operate (maximum 10 points).	/50	
----	---	---	-----	--



PART 5 - RESULTING CONTRACT CLAUSES

1. Definitions.

In the Contract, unless the context otherwise requires:

"Applicable Tax" means any tax applicable in the jurisdiction of the Work;

"Bid" means proposal, and the terms can be used interchangeably in this document.

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

"Canada", "Crown", "His Majesty", the "Minister" or the "Government" means His Majesty the King in right of Canada as represented by the Minister of Foreign Affairs and any other person duly authorized to act on behalf of that minister;

"Canada's Representative" means the person designated to act as Canada's agent and representative for the purposes of this Contract;

"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;

"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;

"Days" means continuous calendar days, including weekends and statutory holidays;

"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;

"Signature" means either signed on paper, whether the original or an electronic copy of the signed paper is sent to the Contractor; and

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

2. Priority of Documents.

The Parties agree to be bound by the following documents:

1. Articles of Agreement;
2. General Terms and Conditions (Appendix A);
3. [2035](#) (2022-12-01), *General Conditions - Higher Complexity - Services*;
4. Statement of Work (Annex A);
5. Basis of Payment (Annex B);
6. Security Requirements Check List (Annex C);

In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.

3. Authorities and Communication.

3.1. Canada's Representative.

Canada's Representative for this Contract is:

Name: H.E. Joshua Tabah

Title: High Commissioner of Canada to Kenya

Department of Foreign Affairs, Trade and Development

Address: High Commission of Canada to Kenya, Limuru Road, Gigiri, Nairobi, Kenya

Canada's Representative is responsible for the management of the Contract, and any changes to the Contract must be authorized in writing by Canada's Representative. 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 Canada's Representative.



3.2. Project Authority.

The Project Authority for this Contract is:

Name: Siobhan Kerr

Title: First Secretary

Department of Foreign Affairs, Trade and Development

Address: High Commission of Canada to Kenya, Limuru Road, Gigiri, Nairobi, Kenya

E-mail address: siobhan.kerr@international.gc.ca

The Project Authority is the representative of the department 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 Project Authority; however the Project 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 Canada's Representative.

3.3. Communication and Notices.

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, or e-mail. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will only be effective on the day it is received at that address. Any notice to Canada must be delivered to Canada's Representative.

3.4. Management of the Contract.

Subject to the other provisions of this Article, Canada's Representative is responsible for the management of the Contract. Unless otherwise specified, no notice, instruction, authorization, refusal or other communication provided by Canada is valid under this Contract unless it is provided to the Contractor by Canada's Representative. Likewise, no notice, instruction, authorization, refusal or other communication to Canada made by the Contractor or on its behalf is valid unless it is made to Canada's Representative. 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 anyone other than Canada's Representative.

3.5. Contractor's Representative.

The Contractor's Representative is:

Name:

Title:

Company:

Address:

Telephone:

E-mail address:

The Contractor reserves the right to replace the above-designated Contractor's Representative by sending a notice in writing to Canada's Representative to that effect.

3.6. Amendment.

To be effective, any amendment to the Contract must be done in writing and signed by Canada's Representative and the Contractor's Representative. Canada's right to exercise an Option Period is excluded from this signatures requirement.

3.7. Assignment.

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

4. Standard Clauses and Conditions.

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

5. General Conditions.

[2035](#) (2022-12-01), *General Conditions - Higher Complexity - Services*, apply to and form part of the Contract.

6. Entire Agreement.

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.



7. Applicable Laws.

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

8. Number and Gender.

In these Articles of Agreement, the singular includes the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter, and vice versa.

9. Powers of Canada / State Immunity.

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive. Notwithstanding anything in this Contract, Canada does not waive any right or immunity that it has or may have by virtue of international or domestic law.

10. Time of the Essence.

Time is of the essence. The Contractor must provide in a timely manner all components of the Work.

11. Excusable Delay.

11.1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:

- a. is beyond the reasonable control of the Contractor;
- b. could not reasonably have been foreseen;
- c. could not reasonably have been prevented by means reasonably available to the Contractor; and,
- d. occurred without the fault or neglect of the Contractor

will be considered an "Excusable Delay" if the Contractor advises Canada's Representative of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise Canada's Representative, within fifteen (15) working days, of all the circumstances relating to the delay and provide to Canada's Representative for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

11.2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.

11.3. However, if an Excusable Delay has continued for 30 Days or more, Canada's Representative may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

11.4. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

12. Severability.

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

13. Successors and Assigns.

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

14. Survival.

All the Parties' obligations of confidentiality and representations set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

15. Additional SACC Manual Clauses.

Former Public Servant

SACC Manual clause [A3025C](#) (2020-05-04), "Proactive Disclosure of Contracts with Former Public Servants"

16. Performance of the Work.

16.1. Description of Work.

The Contractor must perform the Work described in the Statement of Work at Annex "A" in accordance with the Contract.

16.2. Period of the Contract.

The period of the Contract is from August 2026 to March 31 2027 inclusive.



16.3. Option to Extend the Contract.

The Contractor grants to Canada an irrevocable option to extend the term of the Contract by up to one additional year 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.

16.4. Exercise the Option to Extend.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 31 days before the expiry date of the Contract. The option may only be exercised by Canada's Representative, and will be evidenced for administrative purposes only, through a Contract amendment.

16.5. Independent Contractor.

The Contractor is an independent Contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

16.6. Conduct.

The Contractor must:

- a. perform the Work diligently and efficiently;
- b. perform the Work with honesty and integrity;
- c. except for Government Property, supply everything necessary to perform the Work;
- d. select and employ a sufficient number of qualified persons;
- e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract; and,
- f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

16.7. Resources.

Canada reserves the right to conduct periodic background checks on personnel employed or subcontracted by the Contractor.

Canada reserves the right, in its sole discretion, to decide that personnel employed or subcontracted by the contractor are unsuitable. In such circumstances, the Contractor shall ensure that personnel are removed from property and replaced with personnel suitable to Canada.

16.8. Compliance with Local Law.

In the performance of Services under this Contract, the Contractor will comply with all applicable provisions of the laws in force in the Republic of Kenya.

16.9. Inspection and Acceptance.

All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

17. Security Requirements.

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

17.1. At missions abroad, the Contractor and/or all other personnel involved in the work shall hold a valid personnel security screening level of **RELIABILITY STATUS** for work to be performed in the Mission, Official Residence (OR) or Staff Quarters (SQ). The Contractor and/or all other personnel involved in the work must be properly supervised on the premises of the Mission, OR or SQ. Access to the restricted zones of the Mission may only be granted under the escort and constant supervision of a member of the Canada-based staff (CBS). Failure to obtain the Reliability Status would render the Contract null and void. The minimum security screening level required is granted by the Mission Security Officer or other CBS authorized by the Head of Mission in accordance with the procedures outlined in the Personnel Security Screening Reference Guide for Mission Managers. Missions requesting a security clearance for Contractors to perform work in restricted zones of the Mission or to access classified information/assets must consult with Security Operations and Personal Safety Division (ISR) and Corporate Security Division (ISC).

17.1.1. This document does NOT contain **CLASSIFIED** information; however all or part of the Work involves possible access to **CLASSIFIED and/or PROTECTED** information/materiel.



17.1.2. The Contractor shall NOT remove, without the express written approval of the Project/Technical Authority, any **CLASSIFIED** and/or **PROTECTED** information from the work site and shall ensure that the Contractor's personnel are made aware of and comply with this restriction.

18. Green Procurement.

18.1. The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.

18.2. The Contractor should make every effort to use environmentally preferred goods, services and processes, as required, to reduce any environmental impacts resulting from the performance of the Work. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

19. Certifications.

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.

20. Health and Safety.

Contractor must comply with all requirements of applicable Canadian (federal, provincial, municipal), foreign and local environmental, health and safety laws and regulations. The Contractor must follow the prevention and infection control measures of the workplace or put in place by the Canadian mission (i.e. practice physical distancing, practice proper hand washing, avoid touching face with unwashed hands, etc.) and follow the proper protocols to complete the required work such as utilizing the appropriate equipment and personal protective equipment (PPE) as necessary. The Contractor is responsible for all costs associated with the compliance to protective measures and any other costs related to the general health and safety of its employees and agents.

21. Payment Terms.

21.1. Basis of Payment.

Canada will pay the Contractor in accordance to the Basis of Payment included as Annex B. Payment under this Contract, except advance payments, will be conditional on the performance, completion and delivery of the Work, or any part of the Work to the satisfaction of Canada.

21.2. Limitation of Price.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by Canada's Representative before their incorporation into the Work.

21.3. Method of Payment – Milestone Payments.

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and 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 instruction provided in the contract;
- b. All such documents have been verified by Canada;
- c. The Work delivered has been accepted by Canada.

21.4. Audit.

Any amount paid or claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six (6) years after it receives the final payment under the Contract.

21.5. Invoicing Instruction.

21.5.1. The Contractor must ensure that each invoice it provides to Canada:

- a. is submitted in the Contractor's name;
- b. is submitted each month for each delivery or shipment;
- c. only applies to the Contract;
- d. shows the date, the name and address of Canada's Representative, the description of the Work and the Contract number;
- e. details the claimed fees and disbursements, if applicable, in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- f. sets out Applicable Taxes, such as the Contractor's output VAT, as a separate item along with corresponding registration numbers from the tax authorities;



g. identifies all items that are zero-rated, exempt from Applicable Taxes or to which it does not apply.

21.5.2. By submitting an invoice, the Contractor certifies in each case that the invoice is consistent with the Work delivered and is in accordance with the Contract.

21.6. Payment Period.

Canada's standard payment period is 30 Days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid in accordance with section 17 of [2035](#) (2022-12-01), *General Conditions – Higher Complexity – Services*.

21.7. Discrepancies.

If the contents of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 Days of the invoice receipt. The 30-Day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 Days will only result in the date specified in subsection 21.6 to apply for the sole purpose of calculating interest on overdue accounts.

21.8. Termination Payments.

If a termination for convenience notice is given pursuant to section 30 of [2035](#) (2022-12-01), *General Conditions - Higher Complexity – Services*, the Contractor will be entitled, in accordance with the Basis of Payment (Annex B), to be paid only the amounts that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. Under no circumstance will Canada be liable to the Contractor for early termination of this Contract.

21.9. Remittance to appropriate tax authority.

The Contractor agrees to remit to the appropriate government tax authority any amount of applicable tax legally required to be remitted by the Contractor, pursuant to applicable tax laws.

22. Suspension and Infraction.

22.1. Suspension of the Work.

Canada may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

22.2. Infraction.

Canada may terminate this Contract or reduce or suspend any payments under it if the Contractor fails to honour the provisions in Article 24.

23. Insurance Terms.

23.1. Insurance at Discretion of Contractor.

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.

24. Governance and Ethics.

24.1. Conflict of Interest and Values and Ethics Codes for the Public Service.

The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s. 2 (as amended from time to time), the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service, Code of Conduct for Canadian Representatives Abroad or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract. The Contractor will notify Canada in writing of any situation, of which the Contractor is or becomes aware, in which one of the Contractor's agents, employees or contractors derives, or is in a position to derive, an unauthorized benefit.

24.2. Incapacity to Contract with the Government.

The Contractor certifies that no one convicted under any of the provisions under subsection a) or b) are to receive any benefit under the Contract. In addition, the Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Contractor nor any of the Contractor's affiliates has ever been convicted of an offence under any of the following provisions:

- a. paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against His Majesty) or section 154.01 (Fraud against His Majesty) of the Canadian *Financial Administration Act*, R.S.C. 1985, c. F-11, or
- b. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against His Majesty or section 418 (Selling defective stores to His Majesty) of the *Criminal Code of Canada*, R.S.C. 1985, c. C-46, or
- c. section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the *Criminal Code of Canada*, or



- d. section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Canadian *Competition Act*, R.S.C. 1985, c. C-34, or
- e. section 239 (False or deceptive statements) of the Canadian *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.), or
- f. section 327 (False or deceptive statements) of the Canadian *Excise Tax Act*, (R.S.C., 1985, c. E-15, or
- g. section 3 (Bribing a foreign public official) of the Canadian *Corruption of Foreign Public Officials Act*, S.C. 1998, c. 34 (as amended), or
- h. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Canadian *Controlled Drugs and Substance Act*, S.C. 1996, c. 19 (as amended); or
- i. any provision under the local law having a similar effect to the above-listed provisions.

24.3. Anti-Terrorism.

Consistent with numerous United Nations Security Council resolutions, including S/RES/1267 (1999) concerning Al Qaida and the Taliban, and associated individuals and entities, both Canada and the Contractor are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. The Contractor acknowledges that neither it, nor any of its employees, Directors, or agents is an entity listed, in relation to terrorists groups and those who support them, under subsection 83.05 of the Criminal Code of Canada, and as identified thereto in a "List of Entities" which may be found at < <http://laws-lois.justice.gc.ca/eng/regulations/SOR-2002-284/index.html> > and that it is not nor will it knowingly work with any party and entity appearing on the New Consolidated List established and maintained by the UN Security Council's 1267 Committee. Furthermore, the Contractor acknowledges that it will not knowingly directly or indirectly collect, provide or make available funds or property intending that they be used, or knowing that they will be used, to carry out or facilitate terrorist activities, or knowing that the funds or property will be used or will benefit a terrorist entity as identified in the List of Entities.

24.4. International Sanctions.

From time to time, in compliance with United Nations obligations or other international agreements, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country or its nationals. These sanctions may be implemented by regulation under the United Nations Act (UNA), R.S.C. 1985, c. U-2, the Special Economic Measures Act (SEMA), S.C. 1992, c. 17, or the Export and Import Permits Act (EIPA), R.S.C. 1985, c. E-19. Persons in Canada, and Canadians outside of Canada, are bound by these sanctions. The Contractor agrees that it will, in the performance of the Contract, comply with any such regulations that are in force on the effective date of the Contract, and will require such compliance by its first-tier subcontractors. Also, as a result, the Contractor must not supply, and the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions. For additional information on economic sanctions, refer to the following website: [Canadian sanctions legislation \(international.gc.ca\)](http://international.gc.ca/canadian-sanctions-legislation)

The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 24.2.

25. Dispute Resolution.

25.1. Discussion and Negotiation.

If a dispute arises out of, or in connection with this Contract, the parties shall meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.



ANNEX A – STATEMENT OF WORK

Background

The Canada Fund for Local Initiatives (CFLI) is a contribution program delivered through Canada's embassies and High Commissions. It is a responsive, flexible program that allows Canada to financially support relatively modest but visible projects that advance Canadian interests; for NROBI, that means projects in Kenya, Somalia, and Uganda. In recent years, the Canadian High Commission in Kenya has approximately 16-22 projects per year through the CFLI. Projects are conceived and designed by civil society organizations. The program runs from April to March of the following year.

The CFLI Coordinator will work under the Mission CFLI Manager and is accountable for the day-to-day administration of the CFLI Program. The Canadian High Commission in Kenya is seeking an individual who is familiar with the process of project selection, monitoring and evaluation and who has knowledge of the local context in Kenya, Somalia, and Uganda. Candidates should also be aware of Canada's priorities in the region, as well as Canada's approach to programming including a firm foundation in gender-based analysis.

Responsibilities

Throughout the contract period, the CFLI Coordinator will:

- Report directly to the Mission CFLI Manager located at the Canadian High Commission in Kenya
- Lead the process through which the High Commission selects projects under the CFLI (section 'a' of Key Activities).
- Be responsible for the administration of the CFLI Program in three of NROBI's countries of accreditation (Kenya, Somalia and Uganda), which includes on-going monitoring of its projects and communications with partners (section 'b' of Key Activities);
- Be responsible for year-end processes of the CFLI Program (section 'c' of Key Activities);
- Organize events, conduct visits and perform outreach related to the CFLI, as required by the Fund Manager (section 'd' of Key Activities)

Key activities *(please note that timelines are provided as approximations only and may shift due to operational needs)*

a) Throughout the year

1. Organize and implement partner meetings to share best practices, expectations, strategies, and tips with selected organizations
2. Maintain regular communications with implementing partners;
3. Monitor, track finances, evaluate and report on individual CFLI projects under the direction of the manager;
4. Attend regular meetings with the Manager to report on progress and flag potential problems;
5. Review interim project reports from recipient organizations;
6. Prepare public diplomacy and advocacy plans around the CFLI and coordinate with partners to further amplify their advocacy activities;
7. Maintain files and records;
8. Prepare and maintain a calendar of activities (monitoring plan) for all projects;
9. Plan and provide in-person support as needed for monitoring visits by High Commission officials;
10. Identify local projects and/or agencies which could benefit from the Canada Fund program in the future and engage in proactive outreach with these organizations

b) EY27-28 program launch and proposal assessment (1-3 months, beginning between January and March)

11. Prepare and launch a call for project proposals;
12. Identify, engage with and recruit potential applicants whose organizations and activities are well aligned with CFLI priorities;
13. Liaise with potential applicants; provide advice and support to the applicants during the conceptualization and the design of their initiatives;
14. Perform an initial screening of applications for funding;



15. Provide a detailed assessment of up to 30 project proposals and recommendations; including preliminary assessments in terms of feasibility, viability, quality and clarity, expected results, sustainability, organizational capacity and general relevance to CFLI Guidelines, priorities and focus;
16. Support the process of finalizing project selection;

c) At fiscal year-end (about 4 weeks intensive, in late February/ March)

17. Review final reports for quality, accuracy and compliance with guidelines, including financial documents;
18. Prepare input for the CFLI Annual Report

d) As needed

19. Plan and organize promotional events of the CFLI, which could include conferences or workshops;
20. Conduct monitoring visits, as planned with the CFLI manager;
21. Should the High Commission be required to channel humanitarian assistance as a result of a major disaster, identify organizations and projects, and promptly program additional funds.

Deliverables

Language of work

The contractor must provide services to the High Commission fluently in English or French, both written and oral. Communication between the coordinator and the recipient organizations will be conducted in English.

Location

The contractor will work from his/her home/office. He or she will be responsible for providing the necessary IT and office equipment. The contractor must reside within commuting distance of the High Commission of Canada in Nairobi in either Nairobi City, Kiambu Machakos, Kajiado or Murang'a counties and must attend regular meetings at the Canadian High Commission in Nairobi.

Terms of Payment

The Coordinator must deliver the following to the satisfaction of the Fund Manager:

- i. A calendar of activities (monitoring plan) for all projects that is regularly reviewed and updated;
- ii. Project correspondence and file documentation;
- iii. Regular reports related to project implementation, monitoring, evaluation, advocacy, financial burn rates and administration;
- iv. Updated list of possible recipient organizations;
- v. Final assessments of projects based on end of project reporting, including financial reporting;
- vi. Evaluation matrix of received proposals, with a brief description and recommendation for funding;
- vii. Draft Annual Report on the CFLI.

Deliverables must be provided in English or French in the format required.

Payments will be made upon completion of milestones as follows, with dates provided as approximations only:

1. July 2026: Calendar of activities (monitoring plan) and social media/advocacy plan delivered to CFLI Program manager
2. October 2026: Partner meetings organized and held, project monitoring underway
3. December 2026: Interim reports received, and progress report provided to CFLI Program Manager -
4. January 2027: Call for proposals for FY26-27 launched and supported with targeted and strategic prospective partner outreach
5. February 2027: Applications assessed, and matrix of recommendations provided to CFLI Program manager



6. March 2027: Substantive progress made towards final reports being received and reviewed, and towards final program report

Travel associated with project monitoring will be planned in conjunction with the Program Manager. Travel expenses are included as part of the total contract value but will be reimbursed at a pre-approved rate that is not to exceed the NJC travel directive rates for transportation, accommodation and meals.

At the end of the contract and/or at the end of each fiscal year, the Contractor must return all documentation and data associated with the work including files and working papers to the CFLI Fund Manager.

Method of Payment

The Consultant shall submit an invoice upon the achievement of each milestone, and a brief explanation (2-3 sentences maximum) affirming that the milestone has been achieved. All invoices must be submitted by March 31, 2027.



ANNEX B – BASIS OF PAYMENT

Terms of Payment

This position will be paid following the achievement of particular deliverables relevant to the Canada Fund for Local Initiatives program. This is a part-time contract, though some weeks may require full-time work whereas others may require less than part-time.

Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone No.	Description/Deliverable	Firm Amount (CAD) Taxes Included	Due Date/ Delivery Date
1	Calendar of activities (monitoring plan) and social media/advocacy plan delivered to CFLI Program manager	(Value to be inserted at contract award)	August 2026
2	Partner meetings organized and held, project monitoring plan updated	(Value to be inserted at contract award)	October 2026
3	Interim reports received, and progress report provided to CFLI Program Manager	(Value to be inserted at contract award)	December 2026
4	Call for proposals for FY26-27 launched and supported with targeted and strategic prospective partner outreach	(Value to be inserted at contract award)	January 2027
5	Applications assessed, and matrix of recommendations provided to CFLI Program manager	(Value to be inserted at contract award)	February 2027
6	Substantive progress made towards final reports being received and reviewed, and towards final program report	(Value to be inserted at contract award)	March 2027

All payments will be made in CAD.

In addition to the \$ amount for milestones, \$4000 CAD will be reserved for reimbursement of incurred travel expenses. Travel associated with project monitoring will be planned in conjunction with the Program Manager. Travel expenses are included as part of the total contract value but will be reimbursed at a pre-approved rate that is not to exceed the NJC travel directive rates for transportation, accommodation and meals.

Method of Payment

The Consultant shall submit an invoice upon the achievement of each milestone, and a brief explanation (2-3 sentences maximum) affirming that the milestone has been achieved. All invoices must be submitted by March 31, 2027.



ANNEX C – SECURITY REQUIREMENTS CHECK LIST

[to be inserted at contract award]



ANNEX D – CONTRACTOR'S BID

[to be inserted at contract award]