



## REQUEST FOR PROPOSAL (“RFP”)

<b>RFP Title:</b>  <b>Food, Environment, and Health Program Evaluation 2015-2020</b>	<b>RFP #:</b>  18190029
<b>Issue Date:</b>  Monday, January 21, 2019	<b>Close Date &amp; Time:</b>  Monday, February 11, 2019 at 1:00 p.m. Eastern Standard Time
<b>Contracting Authority Division:</b>  Procurement Services <i>Name:</i> Lindsay Empey <i>Title:</i> Procurement Officer <i>Email:</i> fad-ps@idrc.ca  <b>Street address:</b> 150 Kent Street, Constitution Square, Tower III, Ottawa, Ontario, K1P 0B2, Canada / <b>Mailing address:</b> PO Box 8500, Ottawa, Ontario, K1G 3H9, Canada)	<b>Originating Division:</b>  -Programs and Partnership Branch

## Table of Contents

<b>SECTION 1 – INTRODUCTION</b> .....	<b>4</b>
1.1 IDRC OVERVIEW .....	4
1.2 PURPOSE OF THIS RFP .....	4
1.3 DOCUMENTS FOR THIS RFP .....	4
1.4 TARGET DATES FOR THIS RFP .....	4
<b>SECTION 2 – STATEMENT OF WORK</b> .....	<b>5</b>
2.1 BACKGROUND.....	5
2.2 Purpose.....	6
2.3 DESCRIPTION AND SCOPE OF WORK .....	6
2.4 IDRC RESPONSIBILITES, SUPPORT, AND REPRESENTATIVES .....	8
2.6 LOCATION OF WORK AND TRAVEL.....	9
2.7 PERIOD OF A RESULTING CONTRACT .....	9
<b>SECTION 3 – PROPOSAL EVALUATION</b> .....	<b>10</b>
3.1 EVALUATION COMMUNICATION .....	10
3.2 EVALUATION METHODOLOGY .....	10
3.3 PROPONENT FINANCIAL CAPACITY .....	13
3.4 PROPONENT SELECTION.....	13
<b>SECTION 4 – PROPOSAL FORMAT</b> .....	<b>14</b>
4.1 GENERAL.....	14
4.2 OFFICIAL LANGUAGES .....	14
4.3 ORGANIZATION OF RESPONSES .....	14
4.4 COVER LETTER .....	14
4.5 REQUIREMENTS CHECKLISTS.....	14
4.6 TECHNICAL PROPOSAL .....	14
4.7 FINANCIAL PROPOSAL .....	15
<b>SECTION 5 – CONDITIONS</b> .....	<b>17</b>
5.1 ENQUIRIES .....	17
5.2 SUBMISSION DEADLINE.....	17
5.3 PROPOSAL SUBMISSION INSTRUCTIONS .....	17
5.4 VALIDITY OF PROPOSAL .....	18

5.5 PROPONENTS COSTS ..... 18

5.6 GOVERNING LAWS ..... 18

5.7 CONFLICT OF INTEREST ..... 18

5.8 RIGHTS OF IDRC..... 18

5.9 PROPOSED CONTRACT ..... 19

**ANNEX A – Proposed Contract ..... 20**

## SECTION 1 – INTRODUCTION

The purpose of this section is to provide general information about the International Development Research Centre (“IDRC” or “Centre”) and this RFP.

### 1.1 IDRC OVERVIEW

IDRC was established by an act of Canada’s parliament in 1970 with a mandate “to initiate, encourage, support, and conduct research into the problems of the developing regions of the world and into the means for applying and adapting scientific, technical, and other knowledge to the economic and social advancement of those regions.” A **Canadian Crown corporation**, IDRC supports leading thinkers who advance knowledge and solve practical development problems. IDRC provides the resources, advice, and training they need to implement and share their solutions with those who need them most. In short, IDRC increases opportunities — and makes a real difference in people’s lives. Working with development partners, IDRC multiplies the impact of investment and brings innovations to more people in more countries around the world. IDRC offers fellowships and awards to nurture a new generation of development leaders. IDRC employs about 400 people at the head office located in Ottawa, Canada, and in four (4) regional offices located in Amman- Jordan, New Delhi-India, Nairobi-Kenya, and Montevideo-Uruguay. IDRC is governed by a board of up to 14 governors, whose chairperson reports to Parliament through the Minister of International Development. For more details visit: [www.idrc.ca](http://www.idrc.ca)

### 1.2 PURPOSE OF THIS RFP

IDRC requests proposals for the provision Evaluation team to conduct an evaluation of the Food, Environment and Health (FEH) program, where requirements are described in section 2, the Statement of Work (“Services”).

### 1.3 DOCUMENTS FOR THIS RFP

The documents listed below form part of and are incorporated into this RFP:

- This RFP document
- Annex A – Resulting Contract Terms and Conditions

### 1.4 TARGET DATES FOR THIS RFP

The following schedule summarizes significant target events for the RFP process. The dates may be changed by IDRC at its sole discretion and shall not become conditions of any Contract which may be entered into by IDRC and the selected Proponent.

Event	Date
RFP issue date	January 21, 2019
Deadline for Enquiries	January 25, 2019
RFP close date	February 11, 2019
Evaluation, selection, and notification of Lead Proponent	February 15, 2019
Interviews/Presentations by short-listed Proponent(s)	February 18-19, 2019
Finalize Contract with Lead Proponent	March 1, 2019
Commencement of Services	March 1, 2019

## SECTION 2 – STATEMENT OF WORK

This section is intended to provide Proponents with the information necessary to develop a competitive proposal. The Statement of Work (“SOW”) is a complete description of the tasks to be done, results to be achieved, and/or the goods to be supplied.

### 2.1 BACKGROUND

The goal of the Food, Environment and Health (FEH) program is to improve the health of low- and middle-income country populations by generating evidence, innovations and multi-sector public policies that reduce the health and economic burdens of preventable chronic and infectious diseases.

The program has three thematic aims<sup>1</sup>:

1. To target the major risk factors and drivers of the global, food-related, non-communicable disease (NCD) pandemic, with an emphasis on influencing shifts in local and national food systems and dietary trends towards healthier diets.
2. To prevent and control infectious diseases driven by social and environmental change by building upon the body of knowledge and leadership established through past IDRC funding. The previous work includes efforts addressing Chagas disease in Central America and the global threat of vector-borne viruses.
3. To reduce tobacco use as a major contributor to the global NCD burden, emphasizing scaling up and building upon the success of prior tobacco control research supported through previous IDRC programs and others.

FEH was formed in 2015 by merging two previous programs: Non-Communicable Disease Prevention and Ecosystems and Human Health Program (Ecohealth). It has supported more than 160 research projects for a total of over CA\$ 90 Million in all three themes, and the current programming cycle runs until 2020. With work in over 50 countries, FEH funded research that targeted reducing health and economic burdens, of both communicable and non-communicable diseases, by generating evidence and guiding policy interventions to promote health and prevent/ mitigate proven disease risk factors, such as tobacco smoking, consumption of highly processed foods and drinks, or risk behaviors associated with communicable disease transmission.

The program makes strategic investments in high-quality research aimed to influence policy and practice in the main thematic areas, harnessing the potential for donor partnerships to achieve greater impact. Emphasis is also given to supporting Southern-led research collaborations and/or coalitions that are multidisciplinary and multi-sector with intent to reach and benefit vulnerable populations in Latin America and the Caribbean, Africa, Asia, and the Middle East. By emphasizing scaling up of development interventions, Southern research leaders, and multi-donor partnerships, FEH investments also aim at meeting IDRC’s key strategy objectives for 2015-2020. It also emphasizes greater gender equity in its programming and has invested in strengthening its knowledge, tools and capacities to address gender inequities that often lie at the root of unhealthy food systems.

---

<sup>1</sup> Although, FEH has pursued a smaller body of work related to legacy topics and in identified emergent areas that rests outside these three core thematics.

Since 2015, FEH made its main programming focus research on food systems and healthy diets. It saw the opportunity to play a leading role in growing a new field of high global health relevance and a need to help establish a critical mass of researchers from complementing disciplines in both the Global South and North who could actively collaborate in building this field. It also integrated the exploration and development of donor partnerships as part and parcel of its programming in all three thematic areas. Its successes include research on 17 policies to reduce and prevent NCDs while building a body of evidence on the effectiveness of fiscal and regulatory public policies in 36 countries; the program was also successful in facilitating a rapid response to the Ebola outbreaks in West Africa and later in the Democratic Republic of Congo by setting up relevant research to guide emergency and post-emergency interventions.

## **2.2 PURPOSE**

The primary purpose of this summative program evaluation is to demonstrate accountability for FEH Program investments over the period 2015 to 2019. Findings of the evaluation will be used to guide future programming in the FEH area at IDRC and articulate results to key stakeholders such as IDRC's Board of Governors, the research community FEH aims to work with, as well as the general public.

The evaluation will provide evidence and recommendations on how to improve the effectiveness of FEH's strategies and enhance its outcomes. It should also provide insights on progress made in strengthening gender equity, donor partnership development, and the economic dimensions of NCD prevention in FEH programming and inform program and research improvements in these areas in the future.

The primary user of this evaluation is IDRC's Board of Governors, and its management. The secondary user is the FEH program. Tertiary users include project grantees, and researchers in general, research organizations, other research funders working in the three themes of this program, and the general public interested in IDRC investments in FEH research.

## **2.3 DESCRIPTION AND SCOPE OF WORK**

### **2.3.1 Project Scope**

#### **In Scope:**

The scope of the evaluation is FEH's work on all three themes: food systems; infectious diseases; and tobacco control as well as selected legacy programming from the Non-Communicable Disease Prevention program and Ecohealth and emerging priorities in global health. However, the work on tobacco control is mostly externally funded and an independent evaluation is scheduled on this work. Infectious disease programming may also be assessed through other means. The greatest emphasis will be placed on evaluating the work on food systems and non-communicable disease prevention.

The evaluation will focus on investments (financial and time) of the FEH program over the period 2015-2019 and critical investments that were initiated before 2015, but became significant, strategic pieces of work within this period

#### **Evaluation Questions:**

Key evaluation lines of inquiry can be grouped into two areas: program strategy and program outcomes. Under each of these evaluation issues, a number of critical questions will be explored in order to unpack and appraise FEH performance.

### **2.3.2 Strategy**

1. Given the context, risks and opportunities that emerged over the period, how well has FEH implemented a strategic body of research programming in the identified thematic areas of programming?
2. How effectively has FEH integrated IDRC objectives into its programming? How have these over-arching strategic issues effected FEH programming?
  - a) Scale
  - b) Gender/Equity
  - c) Partnerships (relevance of parallel and co-funding)
  - d) Economics of prevention
  - e) Strengthening Southern leadership in research and research translation
3. The FEH program has emerged from years of IDRC experience, how well has the program done to learn from previous work?

### **2.3.3 Expected Outcomes**

1. What contributions has FEH made to policy/practice, research capacity, and new knowledge in the three thematic areas as well as legacy and emerging priorities in Global health?
  - How relevant and significant has the knowledge generation been to research in these areas and to meeting development (or global health) priorities?
2. Within these thematic areas, how have the key outcomes of policy/practice influence, research capacity development, and the generation of new knowledge been influenced by the inclusion of the over-arching IDRC and FEH strategic issues?
  - Scale
  - Partnerships (parallel and co-funding)
  - Gender/equity
  - Economics of prevention
  - Strengthening Southern leadership in research and research translation
3. What are the most relevant and significant opportunities for FEH moving forward?

### **2.3.4 Methodology**

To address the evaluation questions, FEH proposes a multiple-methods approach using qualitative and quantitative methods and diverse data sources. The data collection should be aimed at collecting evidence to address all the evaluation questions and making optimal use of existing data. The proposed evaluation methodology will be appraised based on its suitability for addressing all the evaluation questions.

FEH expects that the methodology will include the elements described below, although proponents are

encouraged to propose tailored and strategic approaches that, in their view, would yield the most relevant and / or accurate findings:

- **Document Review:** To include but not be limited to: review of FEH core documents (implementation plan, impact pathways, thematic workbooks, program synthesis reports, annual reports, call for proposals documents, gender and regional strategies, etc.); and review of FEH project documentation including project proposals, grantee technical reports, IDRC project monitoring reports; and any interim and/or final research and research uptake products available.
- **Trackify:** The program’s monitoring database “Trackify” is a source of quantitative and qualitative data on the program’s achievements in relation to its results framework. This resource should be considered as a starting place for gathering key program performance data.
- **Interviews:** Conduct interviews with IDRC staff, FEH grantees, and other key external stakeholders, such as representatives from partnering institutions and other stakeholders working in the area that FEH encompasses.
- **Surveys and / or other data collection methods:** Surveys are a useful means of soliciting input from a broad range of FEH grantees and trainees. Bibliometric analyses of grantees’ productivity, collaboration levels and patterns, and impacts can be added, as well as collection and analysis of data on capacity-building and other relevant sources of data as needed.

### 2.3.5 Tasks and Responsibilities

The chosen proponents will:

- Produce an evaluation design report and workplan. This will include the evaluation questions to be addressed, the methodology to be implemented, a work plan, including a schedule of expected dates, and a framework (cross-listing questions, methods and data sources), which will be shared with and approved by IDRC.
- Engage in data collection and analysis, including fieldwork (as required), as outlined in the evaluation design report and produce an outline of the evaluation report for feedback and approval by IDRC.
- Produce a presentation of preliminary findings and a draft evaluation report to be submitted to IDRC. The report should be a maximum of 35 pages long (excluding annexes).
- Produce a final evaluation report. It will include an executive summary of up to four pages. The report should respond to the questions outlined above and incorporate feedback from IDRC provided on the draft report. The final evaluation report will be a publically accessible document.

### 2.3.6 Project Budget

The budget for this project including all fees and expenses is estimated to fall under CA\$ 200,000.

## 2.4 IDRC RESPONSIBILITIES, SUPPORT, AND REPRESENTATIVES

IDRC will identify a **Project Authority** to whom the successful Proponent will report during the period of a resulting Contract. The Project Authority will be responsible for coordinating the overall delivery of service, providing as required direction and guidance to the Proponent, monitoring Proponent performance and accepting and approving Proponent



deliverables on behalf of IDRC. The Project Authority will ensure that appropriate subject matter experts from within IDRC are available to the Proponent to discuss and provide content material. The Project Authority will provide the relevant documents, including program-level documents, project documentation and other documentation to the proponent as needed; facilitate contact with relevant grantees, staff at IDRC, other donors, and other relevant stakeholders; and interact closely with the evaluators and provide timely input and feedback as needed.

IDRC will identify a **Travel Administrative Representative**, who will manage all travel requirements approved by the Project Authority.

IDRC will identify a **Contracting Authority**, who will oversee a resulting Contract throughout its lifecycle, in conjunction with the Project Authority and the Proponent, create amendments for any changes to a resulting Contract, and answer questions on terms and conditions.

## 2.6 LOCATION OF WORK AND TRAVEL

Due to the type of Services required, the successful Proponent will be able to work from its own location. IDRC will not provide onsite facilities for the Proponent, other than providing facilities for on-site meetings. Travel is expected as part of this contract and details will be finalized at the time of contracting.

## 2.7 PERIOD OF A RESULTING CONTRACT

A resulting Contract is expected to commence on March 1, 2019 and conclude by July 19, 2019 and follow the following timeline.

ACTIVITY	Description	Milestone
Submit an Evaluation workplan	Evaluation workplan and design documentation including methodology, evaluation framework and initial list of informants to be consulted	Mar 1, 2019
Submit a revised detailed evaluation workplan	Modified workplan and design document based on feedback from IDRC	Mar 11, 2019
Submit Draft outline	Submit a draft outline of the structure of the report	May 31, 2019
Presentation and Submit Draft report	Present preliminary findings to the external advisory group and submit a draft report	June 21, 2019
Submit Final Evaluation Report	Final report of 35 pages maximum (excluding annexes) with an executive summary (no more than 4 pages). The report should respond to all questions outlined in the Statement of Work and that incorporates feedback from IDRC.	July 19, 2019

## SECTION 3 – PROPOSAL EVALUATION

This section describes the process that IDRC will use to evaluate Proposals and select a Lead Proponent.

### 3.1 EVALUATION COMMUNICATION

During Proposal evaluations, IDRC reserves the right to contact or meet with any individual Proponent in order to obtain clarification of its submission or to gain insight into the quality and scope of relevant services. A Proponent will not be allowed to add, change, or delete any information during the process. IDRC is in no way obligated to meet with any or all Proponents for this purpose.

### 3.2 EVALUATION METHODOLOGY

IDRC will use the following methodology to evaluate Proposals:

#### 3.2.1 Step 1 - Mandatory Requirements

Each Proposal will be examined to determine compliance with all IDRC's **Mandatory Requirements** as set out in the table below. Non-compliant Proposals will receive no further consideration. To qualify as an eligible Proponent, you must meet all the following requirements.

	Mandatory Requirements	Weighting A	Points 0-10 B	Score A x B
M1	Met submission close date and time	Pass or Fail	n/a	n/a
M2	Included all required files			

#### 3.2.2 Step 2 - Rated Requirements

Compliant Proposals will be evaluated and attributed points according to the degree to which they meet or exceed IDRC's **Rated Requirements** as set out below.

Rated Requirements	Weighting A	Points 0-10 B	Score A x B
<b>Team</b> section	60		
<b>Methodology</b> section	30		
<b>Total %</b>	<b>90</b>		

Points Table	
Points	Points Description
0	Barely addresses any of the stated requirements and completely lacking in critical areas.
3	Adequately meets most of the stated requirements. May be lacking in some areas which are not critical.
5	Meets most stated requirements
7	Meets all stated requirements
8	Meets all stated requirements and may exceed some
10	Exceeds the stated requirements in superlative and beneficial ways.

#### INSTRUCTIONS:

As stated in **Section 3.2.2 Rated Requirements**, the Proponent **must provide detailed information relative to each Rated Requirement**. Indicate in the table, where in the Proponent's Proposal the response to the Rated Requirement can be found:

**Example:**

#	Rated Requirements	Weight	Response
	<b>RESOURCES</b>		
R1.	Demonstrate the qualifications of the Lead Resource.		See page 18, Annex B, section 1.1

**RATED REQUIREMENTS:****Rated Requirements in Response to the Statement of Work:**

#	Rated Requirements	Weight	Response
	<b>Team</b>	<b>60</b>	
<b>R1.</b>	<p><b>Evaluation Team</b></p> <p>The Evaluation team should be comprised of individuals who demonstrate the following skills and experience.</p> <ul style="list-style-type: none"> <li>• The ability to engage and excel in an iterative work process</li> <li>• The ability to give and receive constructive feedback</li> <li>• Excellent oral and written communication skills in English or French</li> <li>• Experience working in multi-cultural, multi-disciplinary context</li> <li>• Proven strong report writing and presentation skills</li> <li>• Ability to communicate complex technical ideas using non-technical language to diverse audiences</li> <li>• Sound understanding of the constraints of conducting research in low-and-middle income countries</li> <li>• Knowledge of population health and prevention approaches</li> <li>• Knowledge of gender and equity considerations in evaluations</li> <li>• Knowledge of the research to action process</li> <li>• Significant experience evaluating the implementation of research and research support programming</li> <li>• Demonstrable expertise in the 3 areas of FEH research programming: Food systems and NCD prevention; infectious disease prevention; and tobacco control</li> <li>• Knowledge of program-level evaluation of research and innovations for development</li> <li>• Specialist knowledge of the research methods proposed.</li> </ul>	20	
<b>R2.</b>	<p><b>All Proposed Resources - Bio</b></p> <p>The Proponent's response should demonstrate the quality and level of expertise of its proposed team by providing the following: a one to maximum two page up-to-date bio of each proposed resource to be used in completing the project and include:</p> <ul style="list-style-type: none"> <li>• Name, title, telephone number and email address</li> <li>• Relevant work experience, education, and all relative professional designations and certifications.</li> <li>• Their roles, structure and reporting relationships</li> </ul>	10	
<b>R3.</b>	<b>Demonstrate Experience in International Development Sector</b>	15	

	The Proponent should demonstrate its experience working in the International Development Sector / Research Community / Academic Community.		
<b>R4.</b>	<p><b>Lead Resource – Similar Services</b></p> <p>The Lead Resource must have provided similar evaluation services as provided in the Statement of Work. In order to demonstrate that the Lead resource has completed similar evaluation services, the Proponent’s response should include a list with the following details:</p> <ol style="list-style-type: none"> <li>name and address (city and province only) of the client;</li> <li>position title and position description;</li> <li>search period, including start and end dates; and</li> <li>specific search services provided by the Proponent.</li> </ol> <p>Where:</p> <ul style="list-style-type: none"> <li>0 points for less than 5 years’ experience.</li> <li>5 points for greater than or equal to 5 years’ experience and less than 8 years’ experience.</li> <li>10 points for greater than or equal to 8 years’ experience.</li> </ul>	10	
<b>R5.</b>	<p><b>Language</b></p> <p>One member of the team must have French oral and written skills. Please indicate the language that each member of the team speaks and writes</p>	5	
	<b>METHODOLOGY</b>	<b>30</b>	
<b>R6.</b>	<p><b>Understanding of IDRC and SOW</b></p> <p>The Proponent should demonstrate that it has a <b>complete understanding of the objectives and requirements in the Statement of Work</b> and knowledge of IDRC’s mandate.</p>	10	
<b>R7.</b>	<p><b>Approach</b></p> <p>The Proponent should <b>describe its approach</b> to successfully deliver the requirements detailed in the Statement of Work and include a draft <b>project schedule</b> detailing milestones.</p>	20	

### 3.2.3 Step 3 - Financials

Once the Technical Proposals have been rated, Financial Proposals will be scored. The Proponent submitting the lowest price will receive the maximum 10 points on the standard IDRC evaluation scale of 0-10. All other Proponents will receive a prorated score out of 10 based on the relative proportion of their price to the lowest price submitted.

RFP Section	Rated Requirements	Weighting A	Points 0-10 B	Score A x B
4.6	Total pricing, exclusive of taxes	10		
	<b>Total %</b>	<b>10</b>		

### 3.2.4 Step 4 - Presentation/Interview

Proponents *may* be invited to make a presentation or participate in an interview to support their proposals at their own expense prior to final selection.

### 3.2.5. Step 5 - Final Score

Total points will be calculated and IDRC may select the Lead Proposal or Proposals achieving the highest total points, subject to IDRC’s reserved rights.

### **3.3 PROPONENT FINANCIAL CAPACITY**

IDRC reserves the right to conduct an assessment of the Lead Proponent's financial capacity. IDRC may request that the Lead Proponent provide proof of financial stability via bank references, financial statements, or other similar evidence. This is a pass/fail test. Pass means that Contract discussions begin. Fail means that the Lead Proponent may not enter into Contract discussions and is disqualified from further consideration. The Lead Proponent must provide this information upon 72 hours of the Offeror's request; failure to comply may result in disqualification.

**Note:** In the case of a joint venture or consortium, each and all members of the joint venture or consortium must provide the information required for their legal form.

### **3.4 PROPONENT SELECTION**

As noted in section 5.8, acceptance of a proposal does not oblige IDRC to incorporate any or all of the accepted proposal into a contractual agreement, but rather demonstrates a willingness on the part of IDRC to enter into negotiations for the purpose of arriving at a satisfactory contractual arrangement with one or more parties.

Without changing the intent of this RFP or the Lead Proponent's proposal, IDRC will enter into discussions with the Lead Proponent for the purpose of finalizing the Contract.

In the event no satisfactory Contract can be negotiated between the Lead Proponent and IDRC, IDRC may terminate negotiations. In such event, if IDRC feels that the Proponent with the second highest score may meet the requirements, IDRC will continue the process with the secondary Proponent, and so on.

Announcement of the successful Proponent will be made to all Proponents following the signing of a Contract no later than 72 days following the award of a Contract. Upon request from an unsuccessful Proponent, IDRC will provide the reasons why that particular proposal was not selected.

## SECTION 4 – PROPOSAL FORMAT

Proposal responses should be organized and submitted in accordance with the instructions in this section.

### 4.1 GENERAL

Proposals should be in 8 1/2" x 11" (letter) format, with each page numbered. Elaborate or unnecessary voluminous proposals are not desired. The font used should be easy to read and generally be no smaller than 11 points (smaller font can be used for short footnotes).

### 4.2 OFFICIAL LANGUAGES

Proposals may be submitted in English or French.

### 4.3 ORGANIZATION OF RESPONSES

Responses should be organized as follows, where the sections that follow provide more details:

see RFP Section for full details	File	Contents
4.4	<b>1.0</b>	Cover Letter
4.5	<b>2.0</b>	Mandatory Requirements Checklist and Rated Requirements Checklist
4.6	<b>3.0</b>	Technical Proposal
4.7	<b>4.0</b>	Financial Proposal
5.9, Annex A	<b>5.0</b>	Objections with reasons regarding the terms and conditions included in this RFP

### 4.4 COVER LETTER

The Proponent should provide *as a separate file*.

A one (1) page covering letter on the Proponent's letterhead should be submitted and should include the following:

- a. A reference to the RFP number and RFP title.
- b. The **primary contact person** with respect to this RFP: the individual's name, address, phone number and email address.
- c. A statement confirming the **validity** of the proposal (refer to section 5.4).
- d. A statement confirming the Proponent does not have a **conflict of interest** with this RFP, real or perceived (refer to section 5.7).
- e. The letter **signed** by person(s) duly authorized to sign on behalf of the Proponent and bind the Proponent to statements made in response to the RFP.

### 4.5 REQUIREMENTS CHECKLISTS

The Proponent should provide *as a separate file*.

The Proponent **must** complete and include the response grids found in **3.2 Mandatory Requirements Checklist** and in **Rated Requirements Checklist**.

### 4.6 TECHNICAL PROPOSAL

The Proponent should provide *as a separate file*.

#### 4.6.1 Table of Contents

The Proponent should include a table of contents that contains page numbers for easy reference by the evaluation committee.

#### 4.6.2 Response to the Statement of Work

The Proponent **must** provide detailed information relative to each requirement listed in the Statement of Work, listed in **Mandatory Requirements Checklist**, and listed in **Rated Requirements Checklist**. The Proponent must clearly outline the work that the Proponent proposes to undertake for the provision of these Services to IDRC.

#### 4.7 FINANCIAL PROPOSAL

The Proponent should provide a *as a separate file*.

##### 4.7.1 Financial Requirements

The Proponent **must** provide pricing for all of its proposed Services.

Financial Requirements
<p><b>a.</b> The Proponent is to state the assumptions underlying its financial proposal.</p>
<p><b>b.</b> All prices are to be quoted in Canadian dollars (CAD) and be exclusive of the Goods and services Tax (GST) or Harmonized Sales Tax (HST). The GST or HST, whichever is applicable, shall be extra to the prices quoted by the Proponent and will be paid by IDRC.</p> <p>If the Proponent will not be charging IDRC taxes, an explanation should be provided. See the <b>Notes</b> below for more details on taxes.</p>
<p><b>c.</b> All prices must include a detailed breakdown following the response to section 2 (Statement of Work). Prices shall include all components normally included in providing the proposed services such as professional fees, disbursements, engagement support expenses, etc.</p> <p>All prices must include a detailed breakdown and include at a minimum the following:</p> <ul style="list-style-type: none"> <li>i. all inclusive daily rate applicable to proposed personnel who will do the work;</li> <li>ii. estimated total number of billable days to do the work;</li> <li>iii. estimated number of days to be spent in at IDRC's Ottawa office, if applicable.</li> </ul>
<p><b>d.</b> The Proponent shall propose an invoicing schedule if other than providing one (1) invoice upon completion of all Services.</p> <p><i>Important Note:</i> IDRC's payment terms are NET 30 and IDRC will make no advance on fees.</p>
<p><b>e.</b> All travel costs will be in line with IDRC's Travel Policy guidelines (reference Annex A for more details).</p>
Notes:
<p><b>1. Taxes</b></p> <p><b>1.1</b> Vendors hired to deliver goods and or services in Canada (regardless of their place of origin) must include all costs on their invoices for the purpose of calculating the applicable taxes <i>payable by IDRC</i>.</p> <p><b>1.2</b> In accordance with the income tax regulations of Canada, <i>IDRC must withhold 15% of fees and non-exempt expenses of non-resident Vendors working in Canada</i> for transmittal to the Canada Revenue Agency ("CRA"). Such holdback may be either waived by the Canada Revenue Agency ahead of payment (the Vendor must secure the waiver himself / herself) or refunded later to the Vendor by the authorities of his / her country of residence (where the country in question has a tax treaty with the Government of Canada), upon the Vendor satisfying the country's revenue declaration requirements. Withholding by IDRC does not constitute sufficient reason to increase the negotiated fee. Tax matters remain entirely the responsibility of the Vendor. Waiver applications and information can be found on CRA's website: <a href="http://www.cra-arc.gc.ca/tx/nrsdnts/cmmn/rndr/menu-eng.html">http://www.cra-arc.gc.ca/tx/nrsdnts/cmmn/rndr/menu-eng.html</a></p> <p><b>1.3</b> In accordance with the tax regulations of the jurisdictions of IDRC's Regional Offices (which are located outside of Canada), other tax regulations may apply.</p>

##### 4.7.2 Mathematical Errors

If there are errors in the mathematical extension of unit price items, the unit prices prevail and the unit price extension is adjusted accordingly.

If there are errors in the addition of lump sum prices or unit price extensions, the total is corrected, and the correct amount reflected in the total price.

Any Proponent affected by mathematical errors shall be notified by IDRC and be given the corrected prices.



## SECTION 5 – CONDITIONS

The purpose of this section is to inform the Proponent about IDRC's procedures and rules pertaining to the RFP process.

### 5.1 ENQUIRIES

All matters pertaining to this RFP are to be referred exclusively to the Contracting Authority named on page 1.

No verbal enquiries or verbal requests for clarifications will be accepted.

Proponents should, as much as feasible, aggregate enquiries and requests for clarifications and shall submit them **in writing via email** to the **Contracting Authority** by Friday, January 25, 2019, at 11:00 a.m. EDT in order to receive a response prior to the close date. When submitting, Proponents *email subject line* should cite "**RFP # 18190029 - Food, Environment, and Health Program Evaluation 2015-2020**".

The Contracting Authority will provide **all answers to significant enquiries** received on buyandsell.gc.ca without revealing the sources of the enquiries.

In the event that it becomes necessary to revise any part of the RFP as a result of any enquiry or for any other reason, **an Amendment** to this RFP will be issued and posted on buyandsell.gc.ca

**Important note:** Proponents must download all RFP documents directly from the Buy and Sell website. IDRC will not distribute RFP documents that are posted on buyandsell.gc.ca.

### 5.2 SUBMISSION DEADLINE

IDRC will only accept proposals up the close date and time indicated on page 1.

**Important note:** Late proposals will not be accepted. No adjustments to proposals will be considered after the close date and time.

### 5.3 PROPOSAL SUBMISSION INSTRUCTIONS

Proposals should be submitted in accordance with the instructions in this section.

#### 5.3.1 Method of Sending

The preferred method of proposal submission is electronic, via **email**, in **Microsoft Word** or in **PDF** format to the Contracting Authority named on page 1. Proponents *email subject line* should cite "**RFP #18190029 - Food, Environment, and Health Program Evaluation 2015-2020**" when submitting via email.

**Important Note:** Email messages with large attachments can be slowed down in servers between the Proponent's email and the Contracting Authority's email inbox. It is the Proponent's responsibility to ensure that large emails are sent sufficiently in advance to be at IDRC by the close date and time. Proponents should use electronic receipt confirmation and or contact the Contracting Authority to confirm receipt.

**Important Note:** The maximum size of an email that IDRC can receive is 10MB. If necessary, Proponents can send multiple emails.

#### 5.3.2 Number of Files

The Proponent's electronic submission should consist of **five (5) files** (i.e. 5 separate documents) as noted in section **4.3**.

### **5.3.3 Changes to Submission**

Changes to the submitted proposal can be made, if required, provided they are received as an Addendum (or an Amendment) to, or clarification of, previously submitted proposal, or as a complete new proposal to cancel and supersede the earlier proposal. The addendum, clarification, or new proposal should be submitted as per the delivery instructions outlined above, be clearly marked “**REVISION**”, and **must be received no later than the submission deadline**. In addition, the revised proposal should include a description of the degree to which the contents are in substitution for the earlier proposal.

### **5.3.4 Multiple Proposals**

IDRC will accept only one (1) proposal per Proponent.

## **5.4 VALIDITY OF PROPOSAL**

Proposals must remain open for acceptance for **ninety (90) days** after the close date.

## **5.5 PROPONENTS COSTS**

All costs and expenses incurred by a Proponent in any way related to the Proponent’s response to the RFP, including but not limited to any clarifications, interviews, presentations, subsequent proposals, review, selection or delays related thereto or occurring during the RFP process, are the sole responsibility of the Proponent and will not be chargeable in any way to IDRC.

## **5.6 GOVERNING LAWS**

This RFP is issued pursuant to the laws of the province of Ontario and the laws of Canada.

## **5.7 CONFLICT OF INTEREST**

In submitting a Proposal, the Proponent must avoid any real, apparent or potential conflict of interest and will declare to IDRC any such conflict of interest.

In the event that any real, apparent, or potential conflict of interest cannot be resolved to the satisfaction of IDRC, IDRC will have the right to immediately reject the Proponent from consideration and, if applicable, terminate any Contract entered into pursuant to this RFP.

## **5.8 RIGHTS OF IDRC**

IDRC does not bind itself to accept any proposal submitted in response to this RFP, and may proceed as it, in its sole discretion, determines following receipt of proposals. IDRC reserves the right to accept any proposal(s) in whole or in part, or to discuss with any Proponents, different or additional terms to those envisioned in this RFP or in such a Proponent’s proposal.

After selection of preferred proposal(s), if any, IDRC has the right to negotiate with the preferred Proponent(s) and, as a part of that process, to negotiate changes, amendments or modifications to the proposal(s) at the exclusion of other Proponents.

Without limiting the foregoing, IDRC reserves the right to:

- a.** seek clarification or verify any or all information provided by the Proponent with respect to this RFP, including, if applicable to this RFP, contacting the named reference contacts;
- b.** modify, amend or revise any provision of the RFP or issue any addenda at any time; any modifications, amendment, revision or addendum will, however, be issued in writing and provided to all Proponents;
- c.** reject or accept any or all proposals, in whole or in part, without prior negotiation;
- d.** reject any proposal based on real or potential conflict of interest;
- e.** if only one proposal is received, elect to accept or reject it;

- f. in its sole discretion, cancel the RFP process at any time, without award, noting that the lowest or any proposal will not necessarily be accepted;
- g. negotiate resulting Contract terms and conditions;
- h. cancel and/or re-issue the RFP at any time, without any liability whatsoever to any Proponent;
- i. award all or any part of the work to one or more Proponents based on quality, services, and price and any other selection criteria indicated herein; and
- j. retain all proposals submitted in response to this RFP.

## 5.9 PROPOSED CONTRACT

**Annex A** has been provided as part of the RFP documents so that Proponents may review and become familiar with certain specific conditions that are expected to be adhered to in connection with the provision of Services. While some of the language may be negotiated between IDRC and the successful Proponent, IDRC's flexibility to amend its standard terms and conditions may be limited.

**Important note:** The Proponent should outline any objections with reasons to any terms and conditions contained in this RFP and include them in its proposal (reference section **4.3**). Failure to identify objections at the proposal stage may preclude Proponents from raising these objections in the course of any future negotiations.

## ANNEX A – Proposed Contract

Below is the proposed sample Contract and Terms and Conditions (reference section 5.9).

### Specific Terms and Conditions of the Contract

#### CONSULTING CONTRACT NO. \_\_\_\_\_

This Contract is between \_\_\_\_\_ (“**Consultant**”) and Canada’s **International Development Research Centre**, 150 Kent Street, PO Box 8500, Ottawa, ON, K1G 3H9 (“**IDRC**” or “the **Centre**”).

The parties agree as follows:

#### 1. TERMS OF REFERENCE AND SCHEDULE

##### 1.1 Summary

\_\_\_\_\_  
\_\_\_\_\_

##### 1.2 Scope

\_\_\_\_\_  
\_\_\_\_\_

##### 1.3 Schedule

\_\_\_\_\_  
\_\_\_\_\_

##### 1.4 Service Location

\_\_\_\_\_  
\_\_\_\_\_

##### 1.6 Contract Resources

The following individuals are the main contacts for this Contract:

IDRC will be represented by:

\_\_\_\_\_  
\_\_\_\_\_

The **Consultant** will be represented by:

\_\_\_\_\_  
\_\_\_\_\_

It is understood that the Consultant will assign performance of all work under this Contract to \_\_\_\_\_. Written authorization from IDRC’s **Project Authority** must be obtained in advance for any substitution of personnel. The Consultant must ensure that its employees, subcontractors and assignees alike are subject to the terms and conditions of this Contract, which shall take precedence over any other terms and conditions that may exist between the Consultant and those persons.

#### 2. FEES

In consideration of these Services, IDRC will pay the Consultant \_\_\_\_\_.

#### 3. TRAVEL AND TRAVEL EXPENSES

\_\_\_\_\_

\_\_\_\_\_

## 4. INVOICES

### 4.1 Invoice Schedule

The Consultant shall invoice IDRC according to the following schedule:

\_\_\_\_\_

\_\_\_\_\_

### 4.2 Invoice Submission Instructions

Invoices and any required backup documentation must be sent electronically to: [ap-cc@idrc.ca](mailto:ap-cc@idrc.ca) , attention: **Accounts Payable**

Invoices must be set out as follows:

- IDRC's **Consulting Contract number**;
- Invoice number;
- Invoice Date;
- Fees (daily rate and number of days or unit rate and number of units or fixed price);
- Detailed travel expenses as stipulated in the Contract, if applicable;
- Canadian GST (Goods and Services Tax) or HST (Harmonized Sales Tax), as applicable - Consultants not registered for Canadian GST purposes must itemize the taxes they paid and are charging back to IDRC;
- Canadian GST/HST registration number, if applicable; and
- Currency.

## 5. PAYMENTS

### 5.1 Payment Inquiries

Payment inquiries should be sent electronically to: [ap-cc@idrc.ca](mailto:ap-cc@idrc.ca) , attention **Accounts Payable**.

### 5.2 Payment Method

All payments related to this Contract will be made based on information provided by the Consultant in the **Supplier, Tax and Bank Information form**, which will form part of the Contract and should be supplied from time to time to IDRC for updates to the information.

### 5.3 Advance Payments

IDRC will make no advance on fees and travel expenses.

### 5.4 Conditions Precedent for Payment

The following sets out the conditions precedent that the Consultant must comply with to ensure payment for Services and Deliverables pursuant to this Contract:

- a) Completion and delivery of the information requested in the **Supplier, Tax and Bank Information form**.
- b) Satisfactory performance of Services and satisfactory completion of Deliverables.
- c) Proper completion of invoice(s) as set out in the **Invoice section** above.

IDRC will issue payment of fees, and travel expenses if applicable, according to IDRC’s standard payment period of **thirty (30) calendar days**. The **payment period is measured** from the date IDRC receives the duly completed Supplier, Tax and Bank Information form, or the date IDRC receives an acceptable invoice, or the date the Services and Deliverables are performed and delivered in acceptable condition as required in the Contract, whichever is latest. If the content of the invoice or the requisite form is incomplete, if the Services have not been performed in accordance with this Contract, or the Deliverables are not accepted by IDRC, the Consultant will be notified and the payment period will be deferred until all deficiencies have been rectified to IDRC’s satisfaction.

IDRC will reimburse the Consultant for any applicable GST or HST, only if the fees and travel expenses on which taxes are claimed are net of any input tax credit the Consultant is entitled to claim from Canada Revenue Agency.

IDRC will not pay more than one (1) day of fees per 24-hour period. IDRC will not pay any fee nor any travel expenses incurred after the Termination Date of the Contract.

Following the Termination Date, and payment of the final invoices, all taxes due and owing in relation to the provision of Services pursuant to this Contract are deemed to have been paid by IDRC. The Consultant will be liable for any tax claims, debts, actions or demands in relation to the Services provided pursuant to this Contract (hereinafter referred to as “Tax Claims”) and the Consultant shall indemnify and hold IDRC harmless against said Tax Claims.

## 6. SPECIAL CONTRACT CONDITIONS

\_\_\_\_\_

\_\_\_\_\_

## 7. CONTRACT DOCUMENTS

The Specific Terms and Conditions of the Contract, Attachment **A**- General Terms and Conditions of the Contract, Attachment **B**- Travel and Travel Expenses, and Attachment **C**- \_\_\_\_\_ constitute the entire Contract between the parties.

The Contract documents are complementary and what is called for in any one shall be binding as if called for by all. The Contract documents shall be interpreted as a whole and the intent of the whole rather than the interpretation of any particular part shall govern. In the event of a conflict between them, the Contract documents shall have precedence among themselves in the order as listed above.

## 8. CONTRACT ACCEPTANCE AND SIGNATURES

By signing this Contract, each party accepts the contents of the Contract.

This Contract will become effective when all the parties have signed it. The date this Contract is signed by the last party to sign (as indicated by the date associated with the party’s signature) will be deemed the date of this Contract.

### CONSULTANT

By: \_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

### IDRC

By: \_\_\_\_\_  
Signed

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_

Date

\_\_\_\_\_

Date

**Attach:**

- Attachment **A** – General Terms and Conditions of the Contract
- Attachment **B** – Travel and Travel Expenses
- Attachment **C** – \_\_\_\_\_

## **ATTACHMENT A - General Terms and Conditions of the Contract**

### **A1. DEFINITIONS**

For the purposes of this Contract:

*“Commencement Date”* shall mean the date on which the Services are to commence.

*“Confidential Information”* shall mean any and all technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, source codes, and formulae related to the current, future, and proposed products and services of IDRC, and includes, without limitation, IDRC’s information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, and marketing plans and information.

*“Consultant”* shall mean either the individual, institution, corporation or partnership retained pursuant to this Contract, and its employees, directors, officers, partners, subcontractors and agents, as applicable, and any other representative for whom the Consultant is responsible at law.

*“Contract”* shall mean the **Specific Terms and Conditions of the Contract**, including any and all **attachments** incorporated therein by reference. In the event of a conflict between the Specific Terms and Conditions versus the attachments, the Specific Terms and Conditions shall prevail.

*“Day”* means seven and a half hours (7.5) hours, unless otherwise specified in the Order, and exclusive of meal breaks, with no provision for annual leave, statutory holidays and sick leave.

*“Deliverables”* means the items to be written, developed or prepared by the Consultant pursuant to this Contract, including, without limitation, all works of authorship, reports, recordings, information, documents, materials, or software, whether in hard copy or electronic form.

*“Derivatives”* shall mean: 1. any translation, abridgement, revision, or other form in which an existing work may be recast, transformed, or adapted; 2. for patentable or patented material, any improvement thereon; and, 3. for material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent, and/or trade secret.

*“IDRC”* or *“the Centre”* means the International Development Research Centre.

*“Services”* mean the services to be provided by the Consultant in accordance with the Contract, including the Deliverables as set out in the Contract.

“*Termination Date*” shall mean the earlier of (a) the date on which all Services and Deliverables have been performed and delivered; (b) the end date as specified in the Contract; and (c) the date on which the Contract terminates by operation of the Termination provisions contained in this Contract.

## **A2. TIME OF ESSENCE**

Time shall be of the essence of every provision of this Contract.

## **A3. ENTIRE AGREEMENT**

This Contract supersedes all previous Contracts and correspondence, oral or written, between IDRC and the Consultant, pertaining to the subject matter of this Contract, and represents the whole and entire understanding between the parties. No modification, variation or amendment of it shall be binding upon the parties unless it is in writing and signed by both parties.

## **A4. NON-EXCLUSIVITY**

This Contract shall not grant the Consultant exclusivity of supply. IDRC may perform services or develop items similar or identical to the Services or Deliverables, or obtain them from any third party.

## **A5. WARRANTY**

The Consultant covenants that it will provide its Services pursuant to this Contract in a diligent and workmanlike manner, with regard to the best interests of IDRC, and warrants that its personnel possess the skill and experience necessary to the satisfactory performance of the Services.

## **A6. TAXES**

IDRC is generally NOT exempt from Canadian sales tax (HST/GST), unless otherwise specified in the Contract.

The Canada Revenue Agency (CRA) is responsible for the administration of the GST or HST and income tax regulations. The Consultant must contact CRA to discuss questions, concerns or obtain current regulations especially with respect to refunds or credits. The main CRA website can be found at <http://www.cra-arc.gc.ca>.

**Tax withholding of 15%:** Notwithstanding anything to the contrary in this Contract, IDRC will withhold 15% of fees and non-exempt travel expenses of **non-resident Consultants working in Canada** unless they hold a Contract-specific waiver from the CRA. IDRC will transmit the funds withheld to CRA, in accordance with the income tax regulations of Canada. Such funds can be reclaimed by the Consultant from the CRA or from their own governments as the case may be.

## **A7. INVOICES**

Invoice requirements are noted in the **Invoices section** of the **Specific Terms and Conditions of the Contract**.

## **A8. PAYMENTS**

Conditions precedent for payment are noted in the **Payments section** of the **Specific Terms and Conditions of the Contract**.

## **A9. TERMINATION**

**Termination for Cause:** In addition to or in lieu of any other remedies that IDRC has in law or in equity, IDRC may terminate this Contract immediately without notice in the event:

- a) The Consultant breaches any material term of this Contract, and fails to remedy such breach within thirty (30) calendar days of receiving notice to do so by IDRC.
- b) IDRC, in its sole discretion, determines that the Consultant made a misrepresentation during the process of selection.



c) The Consultant:

- i. ceases to carry on business,
- ii. commits an act of bankruptcy within the meaning of the Bankruptcy and Insolvency Act (*Bankruptcy and Insolvency Act, R.S., 1985, c. B-3*) or is deemed insolvent within the meaning of the Winding-up and Restructuring Act (*Winding-up and Restructuring Act, R.S., 1985, c. W-11*) or makes an assignment, against whom a receiving order has been made under the applicable bankruptcy legislation or in respect of whom a receiver, monitor, receiver-manager or the like is appointed, or
- iii. becomes insolvent or makes an application to a court for relief under the Companies' Creditors Arrangement Act, the Bankruptcy and Insolvency Act or the Winding Up and Restructuring Act (*Companies' Creditors Arrangement Act, R.S., c. C-25*) or comparable local legislation.

**Termination without Cause:** IDRC may at any time by notice in writing suspend the work of the Consultant or any part thereof. This Contract may be terminated in its entirety or in part by IDRC upon written notice. On such termination or suspension, the Consultant shall have no claim for damages, compensation, or loss of profit against IDRC except payment for Services performed and Deliverables submitted up to the date of notice of such suspension or termination, or completed thereafter in accordance with the notice.

#### **A10. INSURANCE**

The Consultant is responsible for taking out at its own expense any insurance deemed necessary while executing this Contract.

If the Consultant will be working on-site at IDRC, the Consultant shall maintain during the term of this Contract, Commercial General Liability insurance in the amount of not less than CAD 5,000,000.00 inclusive per occurrence, with IDRC named as "additional insured", unless otherwise specified in the Contract.

Upon the request of IDRC, the Consultant shall provide the **insurer's certificate**.

#### **A11. USE OF IDRC PROPERTY**

**Access to Information Systems and Electronic Communication Networks:** During the course of this Contract, the Consultant may be provided with access to IDRC information systems and electronic communication networks. The Consultant, on behalf of its/his/her employees, subcontractors and representatives, agrees to abide by IDRC policies concerning use of such information systems and networks. IDRC will provide the Consultant with any such policies upon commencement of Services pursuant to this Contract, or as such policies are put into effect, and the Consultant will make such policies known to its personnel, and will take such steps as are necessary to ensure compliance with such policies.

**Access to IDRC Premises:** The parties agree that reasonable access to IDRC's premises by Consultant's authorized personnel and which is necessary for the performance of the Services hereunder, in accordance with the terms of this Contract, shall be permitted during normal business hours of IDRC. The Consultant agrees to observe all IDRC security requirements and measures in effect at IDRC's premises to which access is granted by this Contract.

#### **A12. SUB-CONTRACTORS, SUCCESSORS AND ASSIGNEES**

The Consultant is prohibited from entering into any sub-contract, designating any successor or assigning any rights under this Contract without the express written consent of IDRC.

#### **A13. RELATIONSHIP WITH IDRC**

Nothing in this Contract shall be deemed in any way or for any purpose to constitute the parties hereto partners in the conduct of any business or otherwise. The Consultant shall have no authority to assume or create any obligation whatsoever, expressed or implied, in the name of IDRC, or to bind IDRC in any manner whatsoever.

The Consultant acknowledges and agrees that, in carrying out this Contract, the Consultant is acting as an independent contractor and not as an employee of IDRC. The Consultant shall be responsible for all matters related to it or its employees, as the case may be, including but not limited to deducting or remitting income tax, Canada Pension Plan contributions, Employer Insurance contributions or any other similar deductions required to be made by law for employees. The Consultant agrees to indemnify IDRC in respect of any such remittances which may be subsequently required by the relevant authorities, together with any related interest or penalties which IDRC may be required to pay.

#### **A14. CONFIDENTIALITY OF INFORMATION**

**Non-Disclosure and Non-Use of Confidential Information:** The Consultant agrees that it will not, without authority, make use of, disseminate or in any way disclose any Confidential Information to any person, firm or business.

The Consultant shall take all reasonable precautions at all times (and in any event, efforts that are no less than those used to protect its own confidential information) to protect Confidential Information from disclosure, unauthorized use, dissemination or publication, except as expressly authorized by this Contract.

The Consultant agrees that it, he, or she shall disclose Confidential Information only to those of its, his, or her employees or subcontractors who need to know such information and certifies that such employees or subcontractors have previously agreed, either as a condition to employment or service or in order to obtain the Confidential Information, to be bound by terms and conditions substantially similar to those of this Contract.

The Consultant will immediately give notice to IDRC of any unauthorized use or disclosure of the Confidential Information. The Consultant agrees to indemnify IDRC for all damages, costs, claims, actions and expenses (including court costs and reasonable legal fees) incurred by IDRC as a result of the Consultant's failure to comply with its obligations under this section. The Consultant further agrees to defend and participate in the defence of any claim or suit alleging that IDRC has a liability with regard to any unauthorized disclosure, provision or making available of any Confidential Information the Consultant may have acquired from a third party.

**Exclusions from Nondisclosure and Non-use Obligations:** The Consultant's obligations under the preceding subsection with respect to any portion of the Confidential Information shall terminate when the Consultant can document that:

- a) it was in the public domain at or subsequent to the time it was communicated to the Consultant by IDRC through no fault of the Consultant;
- b) it was rightfully in the Consultant's possession free of any obligation of confidence at or subsequent to the time it was communicated to Consultant by IDRC; or
- c) it was developed by the Consultant, its employees or agents independently of and without reference to any information communicated to the Consultant by IDRC.

A disclosure of Confidential Information (1) in response to a valid order by a court or other governmental body, (2) otherwise required by law, or (3) necessary to establish the rights of either party under this Contract, shall not be considered to be a breach of this Contract or a waiver of confidentiality for other purposes; provided, however, that the Consultant shall provide prompt written notice thereof to enable IDRC to seek a protective order or otherwise prevent such disclosure.

**Ownership of Confidential Information and Other Materials:** All Confidential Information and any Derivatives thereof, whether created by IDRC or the Consultant, remain the property of IDRC and no license or other rights to Confidential Information is granted or hereby implied.

The Consultant shall, on request, promptly return to IDRC all of its proprietary materials together with any copies thereof.

This section shall survive the termination of this Contract.

#### **A15. ASSIGNMENT OF COPYRIGHT AND WAIVER OF MORAL RIGHTS**

In consideration of the fees paid, the Consultant, its employees, subcontractors, successors and assignees expressly agree to assign to IDRC any copyright arising from the Deliverables. The Consultant hereby agrees to waive in favour of IDRC any moral rights in the Deliverables. The Consultant shall secure any additional waivers of moral rights in the works in favour of IDRC, from personnel and subcontractors, as appropriate.

Furthermore, the Consultant may not use, reproduce or otherwise disseminate or authorize others to use, reproduce or disseminate such Deliverables without the prior written consent of IDRC.

#### **A16. PATENT, TRADE MARK, TRADE SECRET AND COPYRIGHT INFRINGEMENT**

The Consultant covenants that no Services or Deliverables to be provided to IDRC under this Contract will infringe upon or violate the rights of any third parties, including such parties' intellectual property rights. Without limiting the generality of the foregoing, the Consultant represents and warrants that no Services or Deliverables provided pursuant to this Contract will infringe any existing patent, trade mark, trade secret or copyright registered or recognized in Canada or elsewhere, with respect to or in connection with the intended use of the Services or Deliverables by IDRC.

The Consultant agrees to indemnify and hold IDRC harmless from and against any and all damages, costs, and expenses (including court costs and reasonable legal fees) incurred by IDRC as a result of the infringement or alleged infringement of any third party intellectual property rights, and further agrees to defend and participate in the defence of any claim or suit alleging that IDRC has a liability in this regard.

This section will survive termination of the Contract.

#### **A17. CONFLICT OF INTEREST**

The Consultant must avoid participating in activities or being in situations that place it, him, or her, in a real, potential or apparent conflict of interest that has the potential of influencing the Services and Deliverables being contemplated by this Contract.

The Consultant must not accept, directly or indirectly, for themselves or on behalf of any person or organization with whom they are in a close social, family or economic relationship, any gift, hospitality, or other benefit from any person, group, or organization having dealings with IDRC where such gift, hospitality, or other benefit could reasonably foreseeably influence the Consultant in the exercise of its, his or her official duties and responsibilities pursuant to this Contract.

#### **A18. COMPLIANCE WITH LAWS**

In performing services under this Contract, the Consultant shall be responsible for complying with all legislation of the country (countries) in which it, he, or she must work (including but not limited to laws pertaining to immigration, taxation, customs, employment and foreign exchange control).

It is the individual's responsibility to comply with the travel visa regulations of any country visited or in transit.

The overhead (included in fees) and allowances paid under this Contract include provision for complying with national legislation of the countries the Consultant may visit (including Canada). IDRC will not entertain any claim for work visas, work permits, etc., or any other costs relating to compliance with the national legislation of any country in the world.

#### **A19. GOVERNING LAW**

This Contract shall be governed and construed in accordance with the laws of the Province of Ontario, Canada. Where a dispute cannot be resolved by mutual agreement, the parties agree that any legal action or claim must be brought before the courts of the Province of Ontario, Canada, which will have exclusive jurisdiction over all such actions and claims.

#### **A20. SEVERABILITY**

The provisions of this Contract are severable and the invalidity or ineffectiveness of any part shall not affect or impair the validity and effectiveness of remaining parts or provisions of this Contract.

#### **A21. WAIVER**

Failure by a party to enforce any right or to exercise any election provided for in this Contract shall not be considered a waiver of such right or election. The exercise of any right or election of this Contract shall not preclude or prejudice a party from exercising that or any other right or election in future.

#### **A22. FORCE MAJEURE**

Neither party shall be in default by reason of its delay or failure to perform its obligations by reason of strikes, lockout or other labour disputes (whether or not involving the party's employees), floods, riots, fires, acts of war or terrorism, explosions, travel advisories or any other cause beyond the party's reasonable control. Each party will use its best efforts to anticipate such delays and failures, and to devise means to eliminate or minimize them.

#### **A23. NOTICES**

Any notices, requests, or demands or other communication relating to this Contract shall be in writing and may be given by: 1. hand delivery, 2. commercial courier, 3. facsimile, 4. registered mail, postage prepaid, or, 5. electronic mail.

Any notice so sent shall be deemed received as follows: 1. if hand delivered, on delivery, 2. if by commercial courier, on delivery, 3. if by registered mail, three (3) business days after so mailing, or, 4. if by facsimile or electronic e-mail, on the date sent. The initial address and facsimile number for notice are set out in this Contract and may be changed by notice hereunder.

#### **A24. REVIEW AND AUDIT**

The Consultant agrees, if IDRC so requests at any time up to two (2) years following the Termination Date to:

- a) submit a complete financial accounting of expenses, supported by original (or certified copies of) invoices, timesheets or other documents verifying the transactions (excluding any receipts which have been submitted at the time of invoicing as deemed necessary according to the terms of the Contract);
- b) give officers or representatives of IDRC reasonable access to all financial records relating to the Services and Deliverables to permit IDRC to audit the use of its funds. This shall include books of account, banking records and, in the case of individuals, credit card statements.

This section will survive termination of the Contract.

#### **A25. LANGUAGE**

The parties have requested that this Contract and all notices or other communications relating thereto be drawn up in English. Les parties ont exigé que ce contrat ainsi que tous les avis et toutes autres communications qui lui sont relatifs soient rédigés en Anglais.

## ATTACHMENT B – Travel and Travel Expenses

### B1. GENERAL

#### B1.1 Travel Expenses

IDRC agrees to pay the **travel expenses** detailed in this **Attachment** incurred by the Consultant only when the travel expenses are *directly* related to the purposes for which the Consultant is engaged.

#### B1.2 Travel Approval

All travel requirements must be pre-approved in writing with IDRC's **Project Authority**.

**B1.3 Arrangements for visas, passports, immunization, and prophylaxis medication** are the responsibility of the Consultant. **Costs** associated with these items are also the responsibility of the Consultant, *with the exception of 'visitor type' visas*, which are included under the **mobilization allowance** provided to Consultants.

#### B1.4 Travel Insurance, Personal Safety and Health

The Consultant retained by IDRC is responsible for the **cost of any insurance** he/she may wish to have in connection with travel undertaken in fulfilment of his/her commitments to this Contract. This applies to all types of insurance including, but not limited to, insurance in respect of death, bodily injury, permanent disability, medical, hospitalization, and evacuation

IDRC's designated travel agency will not advise the Consultant of the availability of **insurances** unless specifically requested by the Consultant at the time of booking travel. Any insurance acquired by the Consultant from IDRC's designated travel agency shall be at the expense of the Consultant.

Upon the request of IDRC, the Consultant shall provide IDRC with an **insurer's certificate**.

The Consultant has the exclusive responsibility for maintaining **personal safety and good health** during the period of this Contract. IDRC strongly suggests that the Consultant consult the diplomatic and consular authorities of the country of their nationality with a view to heed the travel recommendations applicable in the countries to be visited under this Contract. It is the responsibility of the Consultant to seek information and advice from any other reliable sources.

Should travel not be advised by the authorities, the Consultant must immediately upon making that determination advise the IDRC Representatives who will, at IDRC's discretion, either terminate the Contract, or with the Consultant's agreement, defer performance until such time as the restrictions on travel are removed, or propose an alternative work plan for the Consultant's agreement.

IDRC also strongly suggests that Consultants seek guidance from qualified health personnel concerning potential health risks in the areas to be visited. In preparing for a trip to a developing country, Consultants should receive all recommended immunizations and take malaria prophylaxis when travelling to an area where malaria is endemic. IDRC especially recommends that:

- a traveller's clinic be consulted if possible;
- health and accident insurance, including coverage for emergency evacuation, be obtained.

Traveller's health information is available in the public domain, including from sites such as <http://www.tripprep.com/> or those maintained by the World Health Organization, Health Canada and the United States Centers for Disease Control and Prevention.

#### B1.5 Air/Rail Travel Booking Process

IDRC's travel policy requires that all air/rail travel be procured (organized and prepaid) by IDRC, using IDRC's designated travel agency.

The Consultant must travel **economy class** by the most direct and economical routing. The Consultant is free to reroute or upgrade, where possible, at his or her own expense and settle any additional cost directly with the airline/rail line after the ticket has been purchased.

To obtain tickets, the process is as follows:

**Step 1:**

The Consultant will contact IDRC's **designated travel agency** (reference the chart below), providing them with the **IDRC Contract number** and **identifying the IDRC Travel Representative**, to put together a suggested itinerary and routing.

**Step 2:**

The **designated travel agency** will contact the **Travel Representative** to review and approve the itinerary and routing.

**Step 3:**

Once approved, the Consultant will receive the itinerary and ticket(s) electronically.

**Step 4:**

The **designated travel agency** will then bill IDRC directly.

**NOTE:**

*IDRC's designated travel agency is HRG. Your contact there is e-mail: [idrc.ca@hrgworldwide.com](mailto:idrc.ca@hrgworldwide.com).*

*If you are calling from the **Ottawa metropolitan area**, telephone 1-877-780-1456.*

*If you are calling from outside Ottawa, **from Canada or the United States of America**, dial the toll-free number 1-877-780-1456.*

***From outside Canada or the United States of America**, call collect +1-613-230-2384.*

***Please be ready to quote the Contract number and identify IDRC's Travel Representative every time you contact the travel agency.***

*In compliance with American travel and immigration regulations, airlines demand that travelers destined to or transiting through the United States of America provide the travel agency with their passport number, nationality, date of birth, and gender. The name on the airline booking file must exactly match the name on the passport. This information may also be required by other countries. Have it ready in all cases.*

## **B1.6 Hotel Booking Process**

IDRC's designated travel agency can arrange and book hotels for the Consultant, noting that the Consultant pays the hotels directly (reference **section B2.2**).

## **B1.7 Travel Time**

The **Consultant will not charge fees for travel time** to and from any work site, for any purpose. Cost of such time will be the sole responsibility of the Consultant.

## B2. TRANSPORTATION AND LIVING ALLOWANCE EXPENSES

IDRC agrees to cover the following transportation and living expenses provided in the tables below, to a maximum of \_\_\_\_\_ (where this amount does not include travel prepaid by IDRC).

### B2.1. Travel Expenses-Transportation

Rates are per person.

IDRC will communicate in writing the additional details, such as the **number of trips**, to the Consultant after the travel destinations and exact durations become known.

Transportation Travel Expense Description	Arranged by	Rate	Receipts required with invoice
<b>Air travel</b>	IDRC's Designated Travel Agency	Prepaid by IDRC as described in <b>section B1.5</b>	n/a
<b>Rail travel</b>	IDRC's Designated Travel Agency	Prepaid by IDRC as described in <b>section B1.5</b>	n/a
<b>Mobilization Allowance</b> This amount covers any incidental airport/train station expenses (such as departure taxes) not included with the air/train ticket, and ground transportation to and from transportation drop off point (i.e. airport/train station) <b>**to be included on invoices**</b>	Consultant	—	No

### B2.2. Travel Expenses-Living Allowance

Rates are per person.

IDRC will communicate in writing the **number of days payable** to the Consultant after the travel destinations and exact durations become known

Living Allowance Travel Expense Description	Arranged by	Rate	Receipts required with invoice
<b>Daily Living Allowance</b> This living allowance covers cost of accommodation, meals and incidentals such as local telephone calls, tips, etc. while on travel. <b>**to be included on invoices**</b>	Consultant (note section B1.6 re: hotels)	—	No