



## REQUEST FOR PROPOSAL (“RFP”)

<b>RFP #:</b>  19200015	<b>RFP Title:</b>  Centre of Excellence for CRVS Systems Program Final Evaluation
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<b>RFP Authority Division:</b>  Procurement Services <i>Name:</i> Lindsay Empey <i>Title:</i> Procurement Officer <i>Email:</i> lempey@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>  -Program and Partnerships 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 INTRODUCTION AND PROJECT OVERVIEW .....	5
2.2 DESCRIPTION AND SCOPE OF WORK .....	6
2.3 IDRC RESPONSIBILITIES, SUPPORT, AND REPRESENTATIVES .....	10
2.4 LOCATION OF WORK AND TRAVEL.....	10
2.5 PERIOD OF A RESULTING CONTRACT .....	10
<b>SECTION 3 – PROPOSAL EVALUATION</b> .....	<b>11</b>
3.1 EVALUATION COMMUNICATION .....	11
3.2 EVALUATION METHODOLOGY .....	11
3.3 PROPONENT FINANCIAL CAPACITY .....	14
3.4 PROPONENT SELECTION.....	14
<b>SECTION 4 – PROPOSAL FORMAT</b> .....	<b>15</b>
4.1 GENERAL.....	15
4.2 OFFICIAL LANGUAGES .....	15
4.3 ORGANIZATION OF RESPONSES .....	15
4.4 COVER LETTER .....	15
4.5 TECHNICAL PROPOSAL .....	15
4.6 FINANCIAL PROPOSAL .....	16
<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 **375** people at the **head office** located in Ottawa, Canada and in **five (5) regional offices** located in New Delhi-India, Montevideo-Uruguay, Amman-Jordan, Nairobi-Kenya, and Dakar-Senegal. 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 a Consulting team to undertake a final program evaluation on achieving results. Jointly funded by IDRC and Global Affairs Canada, the Centre of Excellence for Civil Registration and Vital Statistics (CRVS) Systems was established in December 2015 with a mandate to deliver activities until November 2020. 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	See page 1
Deadline for Enquiries	See section 5.1
RFP close date	See page 1
Commencement of Services	January, 2020

## 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 INTRODUCTION AND PROJECT OVERVIEW

Housed at the International Development Research Centre (IDRC), the Centre of Excellence for Civil Registration and Vital Statistics (CRVS) Systems (hereafter referred to as the CoE) was established as part of Canada’s contribution to the global movement to end preventable maternal, newborn and child deaths by 2030. Seed funding from Global Affairs Canada and IDRC was committed to support an initial five-year program cycle from December 2015 to November 2020. The CoE serves as a global resource hub that actively supports national efforts to develop, strengthen, and scale-up CRVS systems. Its role is to facilitate access to technical assistance, global standards and tools, evidence, and good practice.

Given the broad CRVS systems mandate of the CoE, it has worked to identify gaps in the field and prioritize knowledge generation and exchange, as well as technical assistance and capacity building investments in a few niche areas. These include: investing in research for evidence- based solutions; supporting a new generation of CRVS experts; calling attention to the intersections between gender and CRVS; and supporting vital statistics production and analysis in the absence of complete registration coverage. Recognizing the importance of civil registration as a tool for women and girls to access social protection services and recognizing the importance of vital statistics as a tool for governments to plan and deliver these services, the CoE has been intentional about integrating gender analysis across all its activities. It advocates for strong, reliable, secure, inclusive, and sustainable CRVS systems. These are critical for monitoring progress toward 12 of 17 Sustainable Development Goals.

The establishment of the CoE is part of the Government of Canada’s much larger investment in Reproductive, Maternal, Newborn, Child, and Adolescent Health (RMNCAH) which was channeled to setting up the Global Financing Facility (GFF) - a multi-donor platform working to improve health outcomes. The CoE was incorporated into the GFF’s business case that was endorsed by a range of health donors and stakeholders, and was conceived as a global public good. As a result, the CoE coordinates directly with the GFF Secretariat to support specific countries develop and implement CRVS components in their RMNCAH investment cases. The CoE lends its support in particular to francophone nations in West Africa, and it is gradually expanding its support to other regions of the world.

The Grant Agreement between IDRC and Global Affairs Canada that establishes the CoE lists its core functions as follows:

1. Strengthen the capacity of CRVS implementers and advocates for sustainability in GFF countries;
2. Build a knowledge base by collecting evidence, synthesizing and disseminating good practices;
3. Facilitate exchange of knowledge and practices and supporting networks;
4. Contribute to global tools and standards and promote their use; and,
5. Contribute to accountability in GFF countries and global level.

A formative midterm evaluation was conducted in 2018 to guide the CoE, both in terms of its own institutional development, as well as to offer strategic direction in terms of the range and scope of activities to pursue moving forward.

## 2.2 DESCRIPTION AND SCOPE OF WORK

### 2.2.1 Project Scope

#### **In Scope:**

The purpose of this short-term consultancy is to conduct a final evaluation of the CoE program. The objectives are two-fold: (i) to assess the extent to which the CoE achieved its intended results and, (ii) to assess the sustainability and scalability of the CoE.

#### Specific Objectives

The specific objectives are:

- To evaluate the CoE's performance in relation to the PMF, especially progress made towards achieving the intermediate and ultimate outcomes.
- To assess appropriateness of how the recommendations of the mid-term evaluation were addressed and examine how the uptake of recommendations has contributed to the intermediate and ultimate outcomes.
- To examine the strategy implementation of the CoE and whether and how the initiative has been able to adapt and/or evolve to meet changing priorities from what was originally outlined.
- To assess the sustainability and scalability of the CoE.
- To identify and assess any unforeseen outcomes during the CoE's program duration.

### 2.2.2 Evaluation Users, Uses and Questions

This evaluation is intended to be useful to two sets of users:

#### **1. Primary users**

The primary intended users of the evaluation are the CoE executive committee and the CoE team. The evaluation will provide insight and guidance to determine results of the CoE and potential for future contributions. CoE management and program staff will also use the evaluation to generate lessons and inform potential future programming.

#### **2. Secondary Audience**

- Prospective CoE donors (IDRC, GAC, and others) interested in supporting CoE programming beyond the current program cycle that ends in November 2020.
- CoE grantees
- GFF
- Other external stakeholders, such as research organizations and donors, interested in CRVS.

#### **Evaluation Questions:<sup>1</sup>**

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<sup>1</sup>The evaluation questions also aim to assess impact made against the core functions of the CoE's grant agreement. Specifically, the titles of 1a and 1b are names taken from the PMF for those outcomes to make a clear connection between the question here and the PMF outcome document.

Below are suggested questions that could be reflected in the evaluation. The final questions will be decided between the evaluation team and the lead officer, in consultation with the team.

**1. Performance in relation to the Performance Measure Framework (PMF) in terms of the intermediate and ultimate outcomes:**

- a. Improved CRVS systems to track progress on women's, newborns', children's and adolescents' health in GFF countries that are implementing or have implemented GFF Investment cases<sup>2</sup>
  - i. Notwithstanding that the ultimate outcome was aspirational, not expected to be achieved within the duration of the program, to what extent has CoE support contributed to improved CRVS systems?
- b. Increased use of the CoE as a facilitator of technical assistance, knowledge, standards, and guidance on CRVS by CRVS stakeholders (national, regional and global)<sup>3</sup>
  - i. How has the CoE contributed facilitating technical assistance, knowledge, standards and guidance on CRVS by CRVS stakeholders, and to what extent?
- c. Increased use of evidence, global tools and standards in planning and implementing CRVS systems improvements in countries that are developing or implementing GFF Investment Cases<sup>4</sup>
  - i. How has the CoE contributed to an increased use of evidence, guides, and standards by CRVS implementers in program countries, and to what extent?
  - ii. In what ways has the CoE contributed to global advocacy for strong CRVS systems?
- d. What, if any, outcomes have been achieved that were not predicted in the PMF or CoE logic model?

**2. Uptake of key recommendations from the midterm evaluation (MTE)**

- a. To what extent has the CoE been able to respond appropriately to the recommendations in the MTE specifically on gender, capacity-building, knowledge hub, and directory of experts?
- b. To what extent has the CoE adapted to strategic priorities that have emerged since the MTE? What programming changes have been made, and have these been appropriate?

**3. Assessment of the strategy implementation of the CoE initiative**

- a. To what extent has the CoE achieved institutional growth and consolidation to establish itself as a credible global partner? What are the major external or internal factors that have promoted or constrained the attainment of program outcomes by the CoE?
- b. How appropriate are the choices the CoE made towards achieving its intended outcomes? How has the CoE adapted to emerging priorities to meet agreed objectives?
- c. What needs, and gaps did the CoE fill in the international efforts to strengthen CRVS systems?
- d. To what extent did the CoE orient programming to scale-up solutions and global thought leadership? What have been helping or hindering factors?
- e. Based on all of the above, what is the evaluation team's assessment of CoE sustainability and scalability?

**4. Assessment of partnership approach to programming**

<sup>2</sup> CoE PMF ultimate outcome. It should be noted that this ultimate outcome is understood as being within the sphere of interest of the CoE but outside its direct sphere of influence. In other words, the CoE may indirectly contribute to the 1a statement, but achieving this outcome is largely dependent on the performance of a multiple external factors and stakeholders.

<sup>3</sup> CoE PMF intermediate outcome #1

<sup>4</sup> CoE PMF intermediate outcome #2

- a. What lessons can be learned from the way the CoE partnership between Global Affairs Canada (GAC), the Global Financing Facility (GFF) and IDRC was designed and implemented? How could a similar donor partnership be strengthened in designing a future initiative?
- b. What are other recommendations for designing any such future initiative?
- c. Was the CoE's partnership approach to programming appropriate and successful for helping deliver intended results?

### 2.2.3 Methodology

We expect the evaluation methodology will include the following items, although Proponents are encouraged to propose additional or alternative approaches to yield findings that are relevant and/or accurate. The proposed evaluation methodology will be judged for its suitability to address the evaluation questions.

- Document review of core Centre of Excellence documents, including but not limited to: the grant agreement that established the Centre of Excellence; logic model; monitoring and evaluation strategy; performance measurement framework; formative midterm evaluation; annual costed and narrative work plans; annual donor reports; internal strategy documents, etc.
- Quantitative data collection/analysis: The consultant will conduct online surveys to solicit input from regional and global CRVS stakeholders and national CRVS implementers. The consultant will also receive monitoring reports compiled from Trackify<sup>5</sup> data.
- Qualitative data collection/analysis: The consultant will conduct interviews with key internal (Centre of Excellence and IDRC staff) and external stakeholders.
- Other data collection methods as needed to solicit input from country, regional and global level CRVS stakeholders, including CoE grantees and/or consultants, and to collect data relevant to the evaluation questions.

### 2.2.4 Tasks and Responsibilities

The evaluation team is expected to:

- Produce an evaluation design and workplan. This report will include: the evaluation questions to be addressed, the methodology to be implemented, a work plan including a schedule of expected dates and an evaluation matrix (cross-listing questions, methods, and data sources) which will be shared with the Executive Committee. The evaluation team may also submit a plan of proposed travel for fieldwork if it is deemed necessary.
- Engage in an inception workshop and subsequently an evaluation design and workplan.
- Produce an outline of the key sections of the evaluation report, for feedback and approval by the CoE. The report should respond to the evaluation questions listed above.
- Produce preliminary findings to present to CoE staff and to the Executive Committee.
- Produce a draft evaluation report for review by the Executive Committee.
- Address received feedback and produce a revised report. After review and possible additional revisions, the final report will be submitted to IDRC and the Executive Committee. The report should be a maximum of 25 pages (excluding annexes and executive summary). It should include an executive summary in English and French. The final evaluation will be a publicly accessible document.

<sup>5</sup> Trackify-Suivi is a web application used to monitor a program's progress against IDRC's results framework.



The evaluation will be managed by a CoE Senior Program Specialist, in close consultation with the program leader, the extended CoE team, and the Maternal and Child Health team. The CoE will provide relevant documentation, including core documents, project documentation and other products to the consultant as needed; facilitate contact with grantees, staff at IDRC and donor partners, and other relevant stakeholders; and will interact closely with the consultants and provide input and feedback as needed.

### 2.2.5 Requirements and Timelines

Activity	Description	Responsibility	Milestone
Inception workshop	Purpose is to review the evaluation TORs and gain solid understanding of the CoE.	Evaluation team will prepare agenda (with input from CoE team) and facilitate the workshop. CoE will share key documents in advance and present their portfolio.	Late January 2020
Submit an evaluation workplan	Evaluation workplan and design, documentation such as methodology, evaluation framework, and initial list of informants to be consulted.	Evaluation team to submit a draft work plan	March 2020
Submit a revised evaluation workplan	Modified based on feedback.	Evaluation team	March 2020
Presentation of preliminary findings	Presenting on specific components of the report (for example looking at the questions on uptake from the MTE findings)	Evaluation team	June 2020
Submit draft report to CoE, GAC, GFF for feedback	Submit a draft report that responds to feedback from presentation.	Evaluation team	July 2020
Feedback from CoE team, IDRC, GAC and GFF	CoE, IDRC, GAC, GFF to provide a consolidated compilation of their feedback of the report.	CoE, IDRC, GAC, GFF	July 2020
Submit final report	Final report that incorporates feedback.	Evaluation team	August 2020
Dissemination events	Dissemination events (could be webinars, workshops, internal meetings) during which consultants will present the findings of the evaluation and address questions.	Evaluation team and CoE	September 2020

### 2.2.6 Project Budget

The budget for this work is expected not to exceed \$ 80,000 CAD including travel.

### **2.3 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, as well as facilitate cooperation with regional IDRC staff and other stakeholders, as required.

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.

### **2.4 LOCATION OF WORK AND TRAVEL**

Work is expected to take place at the Proponent's site and onsite at IDRC in co-ordination with IDRC's **Project Authority**.

Travel is not expected to be required by the Proponent.

### **2.5 PERIOD OF A RESULTING CONTRACT**

A resulting Contract is expected to commence on late January 2020 and conclude by September 2020.

## 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 – General Mandatory Requirements of this RFP

Each Proposal will be examined to determine compliance (pass or fail) with all IDRC's **Mandatory Requirements**. Non-compliant Proposals will receive no further consideration.

These general Mandatory Requirements will be confirmed by IDRC:

#	Mandatory Requirements	Compliant (yes or no)
Mi.	Met submission close date and time	
Mii.	Included all required files	

#### 3.2.2 Step 2 – Statement of Work Mandatory and Rated Requirements

The Proponent Proposal **must provide detailed information relative to each mandatory requirement**, proposals which fail to meet these mandatory requirements will receive no further consideration.

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

#### Summary Table:

Rated Requirements	Weighting % A	*Points 0-10 B	Score A x B
Company, Team or Individual section			
Resources section	35		
Methodology section	60		
<b>Total %</b>	<b>95</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
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**RATED REQUIREMENTS:*****Rated Requirements in Response to the Statement of Work:***

#	Rated Requirements	Weight
	<b>COMPANY, TEAM or INDIVIDUAL</b>	<b>10</b>
<b>M1.</b>	<p><b><i>Executive Summary</i></b> The Proponent shall include a short executive summary highlighting the following:</p> <ul style="list-style-type: none"> <li>a) a description of the team demonstrating: <ul style="list-style-type: none"> <li>• the Proponent's relevant specializations</li> <li>• if applicable, the location of its head office and other offices (specify city and country only)</li> <li>• A record of work, knowledge or experience of research or technical assistance programming in developing country contexts.</li> </ul> </li> <li>b) A Statement demonstrating a clear record of accomplishment or experience conducting program initiative or organizational development monitoring and evaluation services, to include: <ul style="list-style-type: none"> <li>○ A minimum of one, and a maximum of three examples of similar services provided in the past 5 years; and</li> <li>○ For each example, brief description of services provided by the Proponent, as well as the name and contact information of the client's main contact for the services provided.</li> </ul> </li> </ul> <p><i>Proponents are encouraged to form teams if necessary to ensure that they can demonstrate both CRVS systems expertise and monitoring and evaluation expertise.</i></p> <ul style="list-style-type: none"> <li>c) A brief summary of what makes the Proponent's organization stand out from its competitors.</li> </ul>	<b>M</b>
<b>M2.</b>	The Proponent's responses shall also indicate each team members language capabilities; teams should have at least one member with language capabilities in English.	<b>M</b>
	<b>RESOURCES</b>	<b>35</b>
<b>M3.</b>	<p><b>All Proposed Resources – Outline</b> The Proponent shall outline all proposed resources to be used in completing the project and shall include:</p> <ul style="list-style-type: none"> <li>a) Their roles, structure and reporting relationships. For each resource person, the Proponent should include their name, title, contact email, and attach a CV of no more than 4 pages. The outline should also include a brief description of personnel profile and experience in CRVS systems and/or program or organizational development monitoring and evaluation. Collectively, the proposed project team or individual(s) must demonstrate</li> </ul>	<b>M</b>

	<p>expertise and experience in both CRVS systems and monitoring and evaluation.</p> <p>b) Detail any subcontracting arrangements to be proposed</p>	
<b>R1.</b>	<p><b>All Proposed Resources Experience – Demonstrate Experience</b></p> <p>The Proponent’s response should demonstrate the quality and level of knowledge, understanding or, or experience in civil registration and vital statistics (CRVS) systems.</p>	10
<b>R2.</b>	<p><b>Demonstrate Experience</b></p> <p>The Proponent’s response should demonstrate the quality and level of expertise in:</p> <p>a) Monitoring and evaluation data collection in a development context</p> <p>b) Conducting program level evaluations and/or evaluations of organizational establishment and development</p>	20
<b>R3.</b>	<p>The Proponent’s proposal should demonstrate the quality of their writing and communication skills, as well as an ability to communicate complex technical ideas in plain language.</p>	5
	<b>METHODOLOGY</b>	<b>60</b>
<b>R3.</b>	<p><b>Approach/Methodology</b></p> <p>The Proponent should describe its initial methodological approach, highlighting:</p> <ul style="list-style-type: none"> <li>• Proposed data sources and how they will be used;</li> <li>• Outline of an initial analytical framework;</li> <li>• Feasibility of design (Provide an overview of the limitations of the proposed design and articulate mitigation strategies)</li> <li>• Approach to data collection and synthesis;</li> <li>• References to relevant literature and evaluation design approaches;</li> <li>• Proposed timeline</li> </ul>	60

### 3.2.3 Step 3 –Presentations /Interviews

Proponents may be asked to prepare a presentation, to provide additional information prior to the final selection. IDRC reserves the right to supply more information to those Proponents who are shortlisted.

### 3.2.4 Step 4 - Financials

The **shortlisted** Proponents’ Financial Proposals will be scored. The Proponent submitting the lowest price will receive the maximum 10 points on the standard 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
<b>4.6</b>	Total pricing, exclusive of taxes	5		
	<b>Total %</b>	<b>5</b>		

### 3.2.5. Step 4 - Final Score

Scores for the shortlisted Proponents' proposals will be calculated, and IDRC may select the Lead Proposal achieving the highest total points ("Lead Proponent"), 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 IDRC'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	1.0	Cover Letter
4.5	2.0	Technical Proposal including Mandatory Requirements Checklist and Rated Requirements Checklist
4.7	3.0	Financial Proposal
5.9, Annex A	4.0	Objections with reasons regarding the proposed contract 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 TECHNICAL PROPOSAL

The Proponent should provide *as a separate file*.

#### 4.5.1 Table of Contents

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

#### 4.5.2 Response to the Statement of Work

The Proponent **must** provide detailed information relative to:

- a. Each requirement listed in the Statement of Work in **Annex A**;
  - b. Each **Mandatory and Rated Requirement** in Section 3.2; and
- The Proponent must clearly outline the work that the Proponent proposes to undertake for the provision of these Services to IDRC.

#### 4.6 FINANCIAL PROPOSAL

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

##### 4.6.1 Financial Requirements

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

Financial Requirements
<p>a. The Proponent is to state the assumptions underlying its financial proposal.</p>
<p>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>c. 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>e.g.</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>d. 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>e. Although it is anticipated that travel requirements will be minimal, if required, all travel costs will be in line with IDRC's Travel Policy guidelines (reference Annex B for more details).</p>

##### 4.6.2 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 RFP 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 **RFP Authority** by Friday, January 3, 2020 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 # 19200015 – Centre of Excellence Final Evaluation**".

The RFP 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.

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### 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 RFP Authority named on page 1. Proponents *email subject line* should cite "**RFP # 19200015 - Centre of Excellence Final Evaluation**"." when submitting via email.

**Important Note:** Email messages with large attachments can be slowed down in servers between the Proponent's email and the RFP 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 RFP 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 **four (4) files** (i.e. 4 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 Specific Terms and Conditions of the Contract**

**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 Contract Resources**

The following individuals are the main contacts for this Contract:

##### **1.4.1 IDRC** will be represented by:

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

##### **1.4.2 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.

#### **1.5 Service Location**

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

#### **1.6 Service Engagement Process**

\_\_\_\_\_

\_\_\_\_\_

### 1.7 Change Management

Any changes to the Services will require written agreement from both parties. IDRC's **Contracting Authority** may issue Amendments to the Standing Offer to reflect such changes.

### 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:

[invoices-factures@idrc.ca](mailto:invoices-factures@idrc.ca)

Invoices must be set out as follows:

- IDRC's **Contract number**
- Invoice number
- Invoice Date
- Fees - detailed description, daily rate and number of days or unit rate and number of units or fixed price
- Travel expenses, if applicable – detailed description, quantity, and price (and include any required back up documents with invoice)
- Taxes - 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
- Currency

### 5. PAYMENTS

#### 5.1 Payment Inquiries

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

## 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 applicable commodity taxes, net of input tax credits that have claimed directly from Canada Revenue Agency or the Consultant's country commodity tax offices.

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

\_\_\_\_\_  
Date

### IDRC

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
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 Contract, 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 subject to applicable commodity and other tax legislation and regulations in Canada and is generally not exempt from paying HST/GST on goods and services it procures, unless otherwise specified in the Contract. Additionally, IDRC is subject to applicable tax legislation and regulations in force in the countries where its regional offices are located.

IDRC will **withhold** and remit to the Canada Revenue Agency (CRA), **15% of fees and non-exempt travel expenses of non-Canadian resident** Consultants performing work in Canada unless the Consultant provides to IDRC a Contract-specific waiver from the CRA. Such funds can be reclaimed by the Consultant from the CRA or from their own governments, as the case may be. Non-Canadian resident Consultants that are travelling to Canada to perform work can contact the CRA to obtain additional information about the current regulations and waivers. The main CRA website can be found at <http://www.cra-arc.gc.ca>.

## 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 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, *except for '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 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 Travel Medicine Clinic be consulted if possible; and
- 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, which is thus over and above this amount).

**B2.1. Travel Expenses-Transportation**

-Rates are per person.

-Amounts and rates noted in this section do not include the Canadian HST 13% tax, which is extra.

-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
Air travel	IDRC's Designated Travel Agency	Prepaid by IDRC as described in <b>section B1.5</b>	n/a

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

-Rates are per person.

-Amounts and rates noted in this section do not include the Canadian HST 13% tax, which is extra.

-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> While in ____ city and ____ country, this living allowance covers the cost of accommodations, meals, laundry, local telephone calls, and gratuities. <b>**to be included on invoices**</b>	Consultant (note section B1.6 re: hotels)	—	No