



## 1. INTRODUCTION

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The purpose of this Request for Proposal (RFP) is to enter into a contractual agreement with a successful bidder and select a suitable contractor to carry out an evaluation of the COVID-19 Solidarity Response Fund.

The Evaluation will be jointly managed by the United Nations Foundation (UNF) and the Evaluation Office of the World Health Organization (WHO). The contractor selected through this RFP process will enter into a contractual relationship with UNF.

Bidders are, therefore, requested to propose the best and most cost-effective solution to meet UNF and WHO Evaluation Office requirements, while ensuring a high level of service.

### 1.1 UNF and WHO

Founded by Ted Turner in 1998 because he believed the United Nations is indispensable to tackling humanity's greatest challenges and driving global progress. the mission of UNF (<https://unfoundation.org/>) is to catalyze strategic innovations, collaborations, and coalitions to fill critical gaps in collective action and help the UN tackle the most urgent issues confronting humanity, always putting equity at the heart of these efforts

The World Health Organization was established in 1948 as a specialized agency of the United Nations. The objective of WHO ([www.who.int](http://www.who.int)) is the attainment by all peoples of the highest possible level of health. "Health", as defined in the WHO Constitution, is a state of complete physical, mental and social well being and not merely the absence of disease or infirmity. WHO's main function is to act as the directing and coordinating authority on international health work.

## 2. BACKGROUND

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### 2.1 Overview and current approach

The COVID-19 Solidarity Response Fund (SRF) was jointly launched on 13 March 2020 by WHO UNF and the Swiss Philanthropy Foundation (SPF). It is intended to facilitate direct financial contributions from companies, organizations and individuals to the COVID-19 response efforts of WHO and its partners in alignment with the three pillars of the Strategic Preparedness and Response Plan (SPRP) for COVID-19, namely to: (1) ensure global and regional coordination of response efforts, including coordinated global supply chain management; (2) support vulnerable countries and communities that need help the most; and (3) accelerate work on vaccines, diagnostics and therapeutics. To date, the SRF has raised approximately USD 236 million from thousands of contributors. Some USD 165.1 million have thus far been disbursed to WHO (both for its own core COVID-related work and for its joint work with partners) and another USD 55.0 million directly to partner agencies.

The SRF is unique in comparison to other major UN-administered funds contributing to the COVID-19 response. First, it relies exclusively on the contributions of individuals, corporations, corporate and philanthropic foundations, and NGOs to provide direct support to WHO and its partners in their work to address the pandemic. In addition, the SRF is not a separate entity in its own right, with a corresponding governance structure, accountability framework and other elements characteristic of standard funding vehicles. Rather, it is an overall approach – a voluntary commitment of disparate partners working together – that is, in solidarity – to respond to an urgent funding need. As a result, the Fund’s architecture, processes and procedures were developed in parallel to its actual functioning, in the absence of a precedent, comparator or formal status as an entity as such.

Governance of the Fund is marked by mutual accountability, whereby the partners are bound by agreements defining financial flows, performance and reporting requirements. Overall strategic direction and individual funding allocations are determined by a Project Steering Committee comprised of WHO senior leadership. Day-to-day operation of the Fund is overseen by a Project Management Board co-led by senior managers of WHO and UNF and comprised of representatives of the other fiduciary partners, and its mechanics are implemented by a Project Management Operations (PMO) team co-led by WHO and UNF staff and supported by the consulting firm of Ernst & Young (EY).

### 2.2 Objectives of the present activity

The overall objective of this evaluation will be to assess, as systematically and objectively as possible, the architecture, functioning and results of the SRF to date. It will examine the extent to which the SRF has responded to the needs at hand in a fit-for-purpose manner, what it has achieved, and how efficiently it has been operating in pursuit of its objectives.

Toward this end, the evaluation will:

- (a) document key achievements, best practices, challenges, gaps, and areas for improvement in the set-up and administration of the Fund thus far;
- (b) assess the key factors responsible for the achievements and gaps observed to date; and

(c) make recommendations as appropriate on the way forward between now and the Fund's envisioned sunseting later in 2021, and in relation to the set-up and administration of a similarly unconventional fund that is currently taking shape: the WHO Foundation.

In these ways, the evaluation will be formative and forward-looking in nature, and will be used to strengthen both accountability and learning.

### **2.3 Activity coordination**

The evaluation will be jointly managed by two designated evaluation managers – one representing the WHO Evaluation Office and one representing UNF – in order to promote joint ownership of the evaluation by these two main fiduciary partners and to strengthen mutual accountability for follow-through on its recommendations. Decisions by the evaluation managers will be taken on a consensus-based approach wherever possible. In order to safeguard the independence of the evaluation, however, the WHO Evaluation Office will, as an independent entity, take any decisions wherever (a) a divergence of perspectives cannot be reconciled, or (b) UNF must recuse itself from the decision at hand owing to conflict-of-interest concerns.

An evaluation reference group will be established to help strengthen the relevance, accuracy, credibility and utility of the evaluation. Its members will serve in an advisory capacity, reviewing and commenting on the main deliverables associated with the evaluation beginning with these terms of reference and including the draft inception report and draft evaluation report. All decisions will be made by the evaluation managers.

### 3. REQUIREMENTS

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UNF and WHO require the successful bidder, the Contractor, to carry out an evaluation of the COVID-19 Solidarity Response Fund.

#### 3.1 Characteristics of the provider

##### 3.1.1 STATUS

The provider shall be a for profit or not for profit institution operating in the field of evaluation with proven expertise in conducting mixed-method evaluations of a similar size and complexity and will ideally have first-hand experience of leading evaluations of pooled funds – and preferably of emergency-related funds.

##### 3.1.2 ACCREDITATIONS

An accreditation (related to evaluation or the subject matter of the evaluation) or an on-going accreditation process by a certified accreditation body will be an asset.

##### 3.1.3 PREVIOUS EXPERIENCE

Previous work with international organizations and/or major institutions in the field of: conducting complex, utilization-focused evaluations is required, as is proven experience in the evaluation of novel, innovative initiatives, where similarly creative means of evaluating them have been essential. Prior experience evaluating funds, specifically emergency-related funds and/or unconventional funding modalities in the international realm, is highly desirable.

##### 3.1.4 STAFFING

The selected provider will arrange to have staff dedicated to the evaluation or specified phases thereof, on a full-time basis, in accordance with the approach, methodology and workplan proposed. CVs of the individual team members who would work on the evaluation should be provided as part of the proposal.

The selected provider will bring together a multi-disciplinary team, typically composed of 3-4 members, including the team leader. The team leader must have at least 10 years of extensive experience in leading evaluations of a similar size, scope, complexity and character as well as technical expertise in the subject of the evaluation.

The core team members will have appropriate knowledge of the subject of the evaluation and skills mix, as well as relevant experience in performing similar evaluations in multilateral and/or United Nations organizations. The team members should also have experience in gender equality and equity issues. The team members should have 5-10 years of individual experience in their respective areas of technical expertise. They must also have experience in applying evaluation methods in their respective areas of expertise. At least one team member must have experience with quantitative data analysis. The team members must be able to communicate clearly in English and must have excellent analytical and drafting skills. In addition, the evaluation team members should collectively have knowledge of the six official languages of the United Nations or be able to outsource those services for data collection purposes - such as for surveys and key informant interviews.

Finally, in light of the sensitive nature of the evaluation topic at hand and the corresponding need for the evaluation to be as credible and useful as possible, it is imperative that the selected team

be unencumbered by: (i) relationships with entities of any kind that might hinder an impartial, objective assessment of the topic under evaluation, or (ii) involvement in the COVID-19 Solidarity Response Fund. Accordingly, before finalization of the contract members of the selected team will be required to sign a conflict of interest disclaimer which attests to the absence of any such encumbrances. (See Annex 7)

If, due to exceptional circumstances, there is a need to substitute a member of members of the final team, the WHO and UNF evaluation managers should be consulted to ensure that the pre-defined quality and experience requirements are maintained.

Should the selected provider anticipate that the occasional availability of WHO and UNF staff will be required for the work, the proposal should include the details (i.e. the tasks and timing) of the expected role of such staff and the related outputs.

The selected provider will conduct the evaluation in accordance with the United Nations Evaluation Group (UNEG) Norms and Standards for Evaluation and abide by UNEG Ethical Guidelines for Evaluation and Code of Conduct and any other relevant ethical codes.

### **3.2 Work to be performed**

The evaluation will explore the Fund in all facets of its architecture, management and administration, and overall functioning. The time frame to be covered will span from the initial inception of the Fund through to the end of data collection in December 2020; this corresponds to roughly the first nine months of the Fund's operation.

The evaluation will be guided by five high-level evaluation questions (EQs) as follows:

- EQ1    How fit for purpose has the Fund been in meeting the needs at hand in this response,** both in the overall way in which it has positioned itself for maximum impact, as well as complementarity and value-add in relation to other COVID-related funding streams, and in the way its overarching fund strategy and its individual funding decision-making modalities have been designed for optimally targeted contributions to the response? (Relevance)
- EQ2    What results have been achieved by the Fund,** both in terms of the extent to which the Fund's overall resource mobilization goals have been attained and in terms of the results it has contributed to achieving in each of three SPRP pillars? (Effectiveness)
- EQ3    How efficiently has the Fund functioned** in a manner that balances the need for speed and agility characteristic of an emergency fund of its kind with the need for thoughtful, needs-driven funding decisions as well as the fiduciary requirements of any fund (e.g., in terms of transparency of communications, reporting requirements, compliance with financial and administrative rules and regulations, appropriate dedication of overhead costs to funds management, and other aspects of funds management)? (Efficiency)
- EQ4    How systematically have gender, equity and human rights concerns been embedded** in the overarching fund strategy and in individual funding decisions, such that funding decisions are consistently informed by considerations of overall geographical equity (i.e., supporting work in those countries where assistance is most

needed) and by deliberate attention to the gender, equity and human rights contours of COVID-19 within each country? (Cross-cutting)

All four of these questions will be supplemented by a broad cross-cutting question that will help answer the “why” question around the Funds achievements and challenges to date, as follows:

**EQ5 What key factors have most affected the Fund’s ability to achieve maximum results?**

Owing to the significant degree of COVID-related evaluative activity underway at present, the evaluation will aim to be as complementary to and non-duplicative of other ongoing exercises as possible – and as focused and light-touch as possible. An inception phase will identify the practical decisions and actions that the answers to the evaluation questions might help concretely inform.

The evaluation will rely on a combination of quantitative and qualitative methods, including:

- a **desk review of available documentation**, including the SRF Handbook; records of key meetings; audit reports; monitoring reports and dashboards; and others;
- **key informant interviews and/or surveys with the Fund’s main stakeholders**, including: (a) staff members of the three fiduciary partner agencies’ who have been involved in the Fund; (b) members of the governing bodies of the main fiduciary partners; (c) donors; (d) representatives of the recipient agencies; and (e) others identified during the inception phase;
- **analysis of existing datasets**, e.g., financial information on the capitalization of the Fund over time, the monetization of staff time (including opportunity cost) expended by key stakeholders over the course of the Fund’s set-up and management, the timeline from proposal to allocation decisions and fund disbursements, and so on.

### **3.2.1 KEY REQUIREMENTS**

The evaluation will begin with an **inception phase**, culminating in an inception report that operationalizes the broad framework of these terms of reference into a specific roadmap and action plan for the evaluation. The inception report will therefore include, at minimum: an overview of the evaluation team’s understanding of the subject matter at hand and the key technical and strategic issues it entails; a description of the specific potential uses of the evaluation findings, to the extent possible; a thematic theory of change (or similar logic model) for the Fund and accompanying narrative; a more detailed set of scoping considerations and methodological approach, including a more granular stakeholder analysis; an evaluation matrix indicating which specific data sources will be used to answer each specific evaluation sub-question; a detailed data collection plan employing each of the methods described above (including specific sampling strategies, wherever appropriate) and a data analysis plan (including data management, cleaning and post hoc data preparation, where appropriate) for processing, summarizing, interpreting, and triangulating these data; a discussion of foreseen risks and proposed means of management them; a detailed evaluation timeline; and other points warranting attention at the outset of the evaluation.

The **evaluation report** will be based on the quality criteria defined in the WHO Evaluation Practice Handbook. It will present the evidence found through the evaluation in response to all evaluation criteria, questions and issues raised. It should be relevant to decision-making needs, written in a

concise, clear and easily understandable language, of high scientific quality and based solely on the evidence gathered during data collection, with a target of 20 pages or fewer (not including the executive summary or annexes). It should also make strategic use of visual elements in order to convey key points, summarize and synthesize key data, and present complex information in more readily understandable, reader-friendly manner. The evaluation report will include an executive summary and evidence-based conclusions and recommendations directly derived from the evaluation findings and addressing all relevant questions and issues of the evaluation.

As a part of the dissemination and rollout process, it is anticipated that the evaluation team leader will be asked to make her/himself available for presentations to key stakeholders, and to produce one or more PowerPoint presentations for this purpose.

### 3.2.2 PLACE OF PERFORMANCE

The place of performance of the work under the Contract shall be the contractor's own offices and may also include, pursuant to the terms of this RFP and pending the trajectory of current travel restrictions, travel to WHO headquarters in Geneva, Switzerland, and to UNF offices in Washington, DC, for meetings.

### 3.2.3 TIMELINES

Evaluation milestone	Indicative timeframe
<b>Finalization of ToR</b>	December 2020
<b>Consultant selection</b>	May 2021
<b>Inception phase</b>	May - June 2021
<b>Data collection</b>	June - July 2021
<b>Data analysis</b>	July - August 2021
<b>Report drafting</b>	August-September 2021
<b>Report finalization</b>	October 2021

### 3.2.4 REPORTING REQUIREMENTS

As per paragraph 3.2.1 above, the evaluation team will submit to the Evaluation Managers an inception report, and draft and final evaluation reports in accordance with the timelines stated in paragraph 3.2.3 above.

### 3.2.5 PERFORMANCE MONITORING

The WHO Evaluation Office and UNF maintain an oversight and quality assurance role for the final evaluation report. The Evaluation Office serves as the independent evaluation office of WHO and is guided by an [Evaluation Policy approved by WHO's Executive Board in 2018](#). Its mission is to contribute to establishing a culture of evaluation at all levels of the Organization so that evaluation plays a critical role in WHO in improving performance, increasing accountability for results and promoting organizational learning. The Director-General's Representative for Evaluation and Organizational Learning heads the Evaluation Office.

The WHO Evaluation Office quality assurance system, based on the UNEG Norms and Standards and good practices of the international evaluation community, defines the quality standards expected from this evaluation.

The standards by which WHO evaluations are quality-assured are contained in the [WHO Evaluation Practice Handbook](#) (2013; revising forthcoming). The quality assurance of all evaluation deliverables – at a technical level (methodological soundness, evidentiary basis), a linguistic level (copyediting, proofreading and logical flow), and a graphical level (clear, appropriate, and adequate use of visual elements) -- will be conducted by the evaluation team prior to submitting the deliverables for the review of the two Evaluation Managers. The evaluation team is expected to dedicate specific resources to quality assurance efforts, and must consider all time, resources and costs related to this function in their technical and financial bid. The bidder must set out the quality assurance mechanisms which will be applied throughout the evaluation process as part of the technical offer.

## 4. INSTRUCTIONS TO BIDDERS

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Bidders should follow the instructions set forth below in the submission of their proposal to UNF:

**UNF will not be responsible for any proposal which does not follow the instructions in this RFP, including this Section 4, and may, at its discretion, reject any such non-complaint proposal.**

### 4.1 Language of the Proposal and other Documents

The proposal prepared by the bidder, and all correspondence and documents relating to the proposal exchanged by the bidder and UNF shall be written in the English language.

### 4.2 Intention to Bid

**No later than 2 weeks before end date (April 30, 2021)** the bidder shall complete and return by email to UNF to the following address: [covidfundevaluation@unfoundation.org](mailto:covidfundevaluation@unfoundation.org)

1. The RFP ..... Acknowledgement form, attached hereto as Annex 1, signed as confirmation of the bidder's intention to submit a bona fide proposal and designate its representative to whom communications may be directed, including any addenda; and
2. The RFP ..... Confidentiality Undertaking form, attached hereto as Annex 2, signed;
3. The Self-Declaration form, attached hereto as Annex 6, signed.

These forms are confirming the bidder's intention to submit a bona fide proposal and designating a representative to whom communications may be directed, including any addenda.

UNF reserves the right to reject proposals from bidders who have not submitted the above-listed forms in accordance with this section.

### 4.3 Cost of Proposal

The bidder shall bear all costs associated with the preparation and submission of the proposal, including but not limited to the possible cost of discussing the proposal with UNF, making a presentation, negotiating a contract and any related travel.

UNF will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

### 4.4 Contents of the Proposal

Proposals must offer the total requirement. Proposals offering only part of the requirement may be rejected.

The bidder is expected to follow the proposal structure described in paragraph "Proposal Structure" below and otherwise comply with all instructions, terms and specifications contained in, and submit all forms required pursuant to, this RFP. Failure to follow the aforesaid proposal structure, to comply with the aforesaid instructions, terms and specifications, and/or to submit the aforesaid forms will be at the bidder's risk and may affect the evaluation of the proposal.

### 4.5 Joint Proposal

Two or more entities may form a consortium and submit a joint proposal offering to jointly undertake the work. Such a proposal must be submitted in the name of one member of the consortium - hereinafter the "lead organization". The lead organization will be responsible for undertaking all negotiations and discussions with, and be the main point of contact for, UNF. The lead organization and each member of the consortium will be jointly and severally responsible for the proper performance of the contract.

#### **4.6 Communications during the RFP Period**

A prospective bidder requiring any clarification on technical, contractual or commercial matters may notify UNF via email at the following address no later than 10 working days prior to the closing date for the submission of offers:

**Email for submissions of all queries:** [covidfundevaluation@unfoundation.org](mailto:covidfundevaluation@unfoundation.org)  
(use subject: Covid-19 SRF Joint Evaluation)

UNF will respond in writing (via email only) to any request for clarification of the RFP that it receives by the deadline indicated above. A consolidated document of responses to all questions (including an explanation of the query but without identifying the source of enquiry) will be sent to all prospective bidders who have received the RFP. Questions are to be submitted following the format of the form "Questions from Bidders", attached hereto as Annex 4.

There shall be no individual presentation by or meeting with bidders until after the closing date for submission of proposals. From the date of issue of this RFP to the final selection, contact with UNF officials concerning the RFP process shall not be permitted, other than through the submission of queries and/or through a possible presentation or meeting called for by UNF, in accordance with the terms of this RFP.

#### **4.7 Submission of Proposals**

The bidder shall submit the complete proposal to UNF **May 14, 2021 at 17:00 hours New York time** ("the Closing Date for Submission of Proposals) by E-mail at the following address:  
[covidfundevaluation@unfoundation.org](mailto:covidfundevaluation@unfoundation.org)

Each proposal should be prepared in two distinct parts: the technical proposal and the financial offer.

Each proposal must include the signed Proposal Completeness Form (attached hereto as Annex 3) and supporting documents, as well as the signed Acceptance Form (attached hereto as Annex 5).

Each proposal shall be marked Covid-19 SRF Joint Evaluation and be signed by a person or persons duly authorized to represent the bidder, submit a proposal and bind the bidder to the terms of the RFP.

A proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the bidder, in which case such corrections shall be initialled by the person or persons signing the proposal.

It shall be the Bidder's responsibility to obtain a confirmation of receipt by UNF of the signed Acknowledgement form (see section "Intention to Bid" 4.24.2 above) and the proposal, marking in particular the Bid Reference number and the date and time of receipt by UNF.

UNF may, at its own discretion, extend the closing date for the submission of proposals by notifying all bidders thereof in writing.

Any proposal received by UNF after the closing date for submission of proposals will be rejected.

**UNF may, at its discretion, reject late bids. Bidders are therefore advised to ensure that they have taken all steps to submit their proposals in advance of the above closing date and time.**

#### **4.8 Period of Validity of Proposals**

The offer outlined in the proposal must be valid for a minimum period of **120** calendar days after the closing date for submission of proposals. A proposal valid for a shorter period may be rejected by UNF. In exceptional circumstances, UNF may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Any bidder granting such an extension will not, however, be permitted to otherwise modify its proposal.

#### **4.9 Modification and Withdrawal of Proposals**

The bidder may withdraw its proposal any time after the proposal's submission and before the closing date for submission of proposals, provided that written notice of the withdrawal is received by UNF via email or mail as provided in section 4.7 above, prior to the Closing Date for Submission of Proposals.

No proposal may be modified after the closing date for submission of proposals, unless UNF has issued an amendment to the RFP allowing such modifications (see section 4.11 "Amendment of the RFP").

No proposal may be withdrawn in the interval between the closing date and the expiration of the period of proposal validity specified by the bidder in the proposal in accordance with section 4.8 "Period of Validity of Proposals".

#### **4.10 Receipt of Proposals from Non-invitees**

UNF may, at its own discretion, if it considers this necessary and in the interest of the Organization, extend the RFP to bidders that were not included in the original invitation list.

#### **4.11 Amendment of the RFP**

UNF may, at any time before the closing date, for any reason, whether on its own initiative or in response to a clarification requested by a (prospective) bidder, modify the RFP by written amendment. Amendments could, inter alia, include modification of the project scope or requirements, the project timeline expectations and/or extension of the closing date for submission of proposals.

All prospective bidders that have received the RFP will be notified in writing of all amendments to the RFP and will, where applicable, be invited to amend their proposal accordingly.

## 4.12 Proposal Structure

The contents of the bidder's proposal should be concisely presented and structured in the following order to include, but not necessarily be limited to, the information listed in sections 4.12.1 to 4.12.7.

Any information which the bidder considers confidential, should be clearly marked confidential.

### 4.12.1 ACCEPTANCE FORM

The bidder's proposal must be accompanied by the Acceptance Form (see Annex 5, attached) signed by a duly authorized representative of the bidder and stating:

- That the bidder undertakes on its own behalf and on behalf of its possible partners and contractors to perform the work in accordance with the terms of the RFP;
- The total cost of the proposal in US Dollars
- The number of days the proposal is valid (from the date of the form) in accordance with section 4.8 "Period of Validity of Proposals".

### 4.12.2 EXECUTIVE SUMMARY

The bidder's proposal must be accompanied by an Executive Summary introducing the proposed solution and approach / methodology.

### 4.12.3 INFORMATION ABOUT BIDDERS

Bidders should include the following information in their bids.

RFP Ref. If applicable	Information required
	<b>1. Company Information</b>
	<b>1.1 Corporate information</b>
3.2.1	1.1.1 Company mission statement ( <i>including profit or not for profit status</i> )
	1.1.2 Service commitment to customers and measurements used
3.2.2	1.1.3 Accreditations
	1.1.4 Organization structure
	1.1.5 Geographical presence
	1.1.6 Declared financial statements for the past (3) three years <sup>[2]</sup>
	<b>1.2 Legal Information</b>
	1.2.1 History of Bankruptcy
	1.2.2 Pending major lawsuits and litigations in excess of USD 100,000 at risk
	1.2.3 Pending Criminal/Civil lawsuits
3.2.3	<b>2. Experience and Reference Contact Information</b>
	<b>2.1 Relevant Contractual relationships</b>
	2.1.1 Relevant Contractual projects (with other UN agencies or Contractors)
	<b>2.2 Relevant Project Names</b> ( <i>list and provide detailed examples of relevant experience gained within the past five years of the issuance of this RFP that demonstrate the Contractor's ability to satisfactorily perform the work in accordance with the requirements of this RFP</i> ).
	2.2.1 Project Description
	2.2.2 Status ( <i>under development / implemented</i> )

	2.2.3 Reason for relevance ( <i>provide reason why this project can be seen as relevant to this project</i> )
	2.2.4 Roles and responsibilities ( <i>list and clearly identify the roles and responsibilities for each participating organization</i> )
	2.2.4.1 Client's Role and Responsibility: Inputs from beneficiary
	2.2.4.2 Contractor's Role and Responsibility: role in project
	2.2.4.3 Third party Contractors' Role and Responsibility: previously specified 3 <sup>rd</sup> party role in project
	2.2.5 Team Members ( <i>indicate relevant members of the team that will also be used for this project</i> )
3.2.4	<b>3. Staffing information</b>
	<b>3.1 Number and Geographical distribution of staff</b>
	3.1.1 Staff turnover rate for the past three years
	<b>3.2 Staff dedicated to the Project</b>
	3.2.1 Name and CV of each team member
	3.2.2 Structure of the team, and role of each member in the project
	3.2.3 Time dedicated to the project
	3.2.3 Contingency plans in the event of a vacancy
4.5	<b>4. Proposed sub-contractor arrangements including sub-contractor information</b> ( <i>as above for each sub-contractor</i> )

#### 4.12.4 PROPOSED SOLUTION

The technical proposal should describe in detail how the bidder seeks to undertake the address the work stipulated in Chapter 3 above.

#### 4.12.5 APPROACH/METHODOLOGY

The technical proposal should describe the approach the bidder would take in undertaking the expected work. Key milestones and deliverables at various stages should also be set out as per guidance in Section 3 above.

#### 4.12.6 PROPOSED TIMELINE

A timeline for completion of the various elements of the work set out in Section 3 above and for submission of deliverables should be provided in the technical proposal.

#### 4.12.7 FINANCIAL PROPOSAL

The financial proposal should have all the elements set out in Annex 5. It should be signed and dated. All unit costs indicated in the form must be set out clearly.

### 4.13 Conduct and Exclusion of Bidders

All bidders must adhere to the UN Supplier Code of Conduct, which is available at the following link: <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>

In addition, bidders must submit a signed Self Declaration form, attached hereto as Annex 6.

Bidders will be excluded if:

- they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

- they or persons having powers of representation, decision making or control over them have been the subject of a final judgment or of a final administrative decision for fraud, corruption, involvement in a criminal organization, money laundering, terrorist-related offences, child labour or trafficking in human beings;
- they or persons having powers of representation, decision making or control over them have been the subject of a final judgment or of a final administrative decision for financial irregularity(ies);
- it becomes apparent to UNV that they are guilty of misrepresentation in supplying, or if they fail to supply, the information required under this RFP and/or as part of the bid evaluation process;
- they have a conflict of interest, as determined by UNF in its discretion; or
- they are, or have found to be, in violation of any standard of conduct as described in in section 7 of this RFP.

UNF may decide to exclude bidders for other reasons.

## 5. EVALUATION OF PROPOSALS

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After the closing date for submission of proposals, UNF will open the proposals received in a timely manner.

There will be no public bid opening.

### 5.1 Preliminary Examination of Proposals

UNF will examine the proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the proposals are generally in order. Proposals which are not in order as aforesaid may be rejected.

**Please note that UNF is not bound to select any bidder and may reject all proposals.** Furthermore, since a contract would be awarded in respect of the proposal which is considered most responsive to the needs of the project concerned, due consideration being given to UNF's general principles, including economy and efficiency, UNF does not bind itself in any way to select the bidder offering the lowest price.

### 5.2 Clarification of Proposals

UNF may, at their discretion, ask any bidder for clarification of any part of its proposal. The request for clarification and the response shall be in writing. No change in price or substance of the proposal shall be sought, offered or permitted during this exchange.

### 5.3 Evaluation of Proposals

The following procedure will be utilized in evaluating the proposals, with technical evaluation of the proposal being completed prior to any focus on or comparison of price.

The evaluation panel will evaluate the technical merits of all the proposals which have passed the Preliminary Examination of proposals based on the following weighting:

Technical Weighting:	70 % of total evaluation
Financial Weighting:	30 % of total evaluation

The technical evaluation of the proposals will include:

- The completeness and adequacy of the proposal (25%);
- The quality of the overall proposal (30%);
- The capacity of the proposed the evaluation team and their experience in carrying out related projects (20%);
- The management approach presented in the proposal (25%).

During the financial evaluation, the price proposal of all bidders who have passed the technical evaluation will be compared.

### 5.4 Bidders' Presentations

UNF may, during the evaluation period, at its discretion, invite selected bidders to supply additional information on the contents of their proposal (at such bidders' own cost). Such bidders will be asked to give a presentation of their proposal (possibly with an emphasis on a topic of choice of UNF) followed by a question and answer session. If required, the presentation will be held by tele/videoconference.

NOTE: Other presentations and any other individual contact between UNF, the WHO Evaluation Office and bidders is expressly prohibited both before and after the closing date for submission of proposals.

## **6. AWARD OF CONTRACT**

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### **6.1 Award Criteria, Award of Contract**

UNF reserves the right to:

- a. Award the contract to a bidder of its choice, even if its bid is not the lowest;
- b. Award separate contracts for parts of the work, components or items, to one or more bidders of its choice, even if the bidders bids are not the lowest;
- c. Accept or reject any proposal, and to annul the solicitation process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders and without any obligation to inform the affected bidder or bidders of the grounds for UNF's action;
- d. Award the contract on the basis of UNF's particular objectives to a bidder whose proposal is considered to be the most responsive to the needs of UNF and the activity concerned;
- e. Not award any contract at all.

UNF has the right to eliminate bids for technical or other reasons throughout the evaluation/selection process. UNF shall not in any way be obliged to reveal, or discuss with any bidder, how a proposal was assessed, or to provide any other information relating to the evaluation/selection process or to state the reasons for elimination to any bidder.

**NOTE: UNF is acting in good faith by issuing this RFP. However, this document does not oblige UNF to contract for the performance of any work, nor for the supply of any products or services.**

### **6.2 UNF's Right to modify Scope or Requirements during the Evaluation/Selection Process**

At any time during the evaluation/selection process, UNF reserves the right to modify the scope of the work, services and/or goods called for under this RFP. UNF shall notify the change to only those bidders who have not been officially eliminated due to technical reasons at that point in time.

### **6.3 UNF's Right to Extend/Revise Scope or Requirements at Time of Award**

UNF reserves the right at the time of award of contract to extend, reduce or otherwise revise the scope of the work, services and/or goods called for under this RFP without any change in the base price or other terms and conditions offered by the selected bidder.

### **6.4 UNF's Right to enter into Negotiations**

UNF reserves the right to enter into negotiations with one or more bidders of its choice, including but not limited to negotiation of the terms of the proposal(s), the price quoted in such proposal(s) and/or the deletion of certain parts of the work, components or items called for under this RFP.

### **6.5 Signing of the Contract**

Within 30 days of receipt of the contract, the successful bidder shall sign and date the contract and return it to UNF according to the instructions provided at that time. If the bidder does not accept the contract terms without changes, then UNF has the right not to proceed with the selected bidder and instead contract with another bidder of its choice.

## 7. GENERAL AND CONTRACTUAL CONDITIONS

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The contract between UNF and the selected bidder ("the Contract") will, unless otherwise explicitly agreed in writing, include the provisions as set forth in this section.

The prices payable by UNF for the work to be performed under the Contract shall be fixed for the duration of the Contract and in US Dollars. The total amount payable by UNF under the Contract may be either a lump sum or a maximum amount. If the option for payment of a lump sum applies, that lump sum is payable in the manner provided, subject to satisfactory performance of the work. If the option for payment of a maximum amount applies:

1. the Contract shall include a detailed budget;
2. the Contractor shall be held to submit a financial statement together with each invoice;
3. payment by UNF shall be subject to satisfactory performance and the acceptance of the Contractor's financial statements;
4. to the extent the Contractor is required to purchase any goods and/or services in connection with its performance of the Contract, the Contractor shall ensure that such goods and/or services shall be procured in accordance with the principle of best value for money. "Best value for money" means the responsive offer that is the best combination of technical specifications, quality and price; and
5. all records related to this project shall be subject to audit by or on behalf of UNF, including examination of supporting documentation and relevant accounting entries in the Contractor's books. In order to facilitate financial reporting and audit, the Contractor shall keep systematic and accurate accounts and records in respect of the work.

Unless otherwise specified in the Contract, UNF shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNF shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity as described in the Contract, from any other sources at any time.

### 7.1 Representations and Warranties

- A. The Contractor represents, warrants and covenants that he/she/it/they shall perform all Services in a professional and workmanlike manner, and in accordance with the standards of care and diligence and the level of skill, knowledge and judgment customarily practiced by nationally recognized professionals in performing services of a similar nature.
- B. The Contractor has no affiliation with UNF, any organization affiliated with UNF, or any third party that could potentially lead to an actual or apparent conflict of interest with the Contractor's performance of Services under this Agreement.
- C. The Contractor shall comply with all local, state, and federal laws, rules and regulations applicable to his/her/its/their performance of Services hereunder.
- D. The Contractor certifies that he/she/it/they: (a) is/are not named on any list of suspected terrorists or blocked individuals maintained by the U.S. government, including but not limited to the Annex to Executive Order No. 13224 (2001) (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism); (b) is/are not named on the List of

Specially Designated Nationals ([www.treasury.gov/sdn](http://www.treasury.gov/sdn)), is/are not named on any other U.S. Department of the Treasury Office of Foreign Assets Control (OFAC) Sanctions List, and is/are not an entity owned or controlled by any such person; (c) is/are not listed on the U.S. Government's Excluded Parties List System ("EPLS") and is/are not excluded from receiving U.S. federal financial and non-financial assistance and benefits; and d) is not a resident of or located in any country or territory against which the U.S. maintains comprehensive sanctions (such as, Cuba, Iran, Syria, North Korea and the Crimea Region of the Ukraine).

- E. Contractor furthermore warrants and represent that the information provided by it in response to the RFP and during the bid evaluation process is accurate and complete. Contractor understands that in the event Contractor has failed to disclose any relevant information which may have impacted the decision to award the Agreement to Contractor, or has provided false information, UNF will be entitled to rescind the contract with immediate effect, in addition to any other remedies which UNF may have by contract or by law.

## **7.2 Subcontracts**

This Agreement is personal to the Contractor and the Contractor shall not subcontract the performance of any portion of the Services without the prior written consent of UNF. Any purported subcontract not approved by UNF shall be null and void. In the event UNF consents to a subcontractor performing all or a portion of the Services, the Contractor shall be liable for all payments due to such subcontractor and for the acts and omissions of such subcontractor to the same extent as if they were acts and omissions of the Contractor.

## **7.3 Indemnity**

The Contractor shall defend, indemnify, and hold harmless UNF, its partners, their respective affiliates, and all of their respective officers, directors, employees, contractors, representatives, agents, successors and assigns from and against:

- A. Any claim, loss, damage or liability (including reasonable attorneys' fees) (collectively, "Losses") arising in whole or in part from or otherwise relating to the acts, errors, or omission of the Contractor or any of its subcontractors, or any of their respective employees or agents;
- B. Losses arising in whole or in part from or otherwise relating to any breach by the Contractor of any terms of this Agreement; and
- C. Losses arising in whole or in part from or otherwise relating to actual or asserted infringement, misappropriation, violation or other improper use of trade secrets, know how, copyrights, trademarks, patents, or other proprietary information or property, including to the extent any of the foregoing is incorporated into any Work Product (as defined below).

## **7.4 Proprietary Rights**

- A. Ownership of Work Product. All materials, including but not limited to the Deliverable(s), that the Contractor develops hereunder (collectively, the "Work Product") shall be the sole and exclusive property of UNF, including without limitation

all patent, copyright, trademark, trade secret, know-how and other intellectual property or proprietary rights therein that may be secured in any place under laws now or hereafter in effect. The Contractor shall deliver all Work Product to UNF when due according to the terms of this Agreement or otherwise upon UNF's request. The Contractor shall execute and deliver all documents and take all steps requested by UNF to protect, confirm, acquire, perfect, maintain, enforce or defend UNF's ownership and proprietary rights in and to the Work Product.

To the extent, if any, that the Contractor or any of its employees or other agents or representatives (collectively "Personnel") has rights in any Work Product notwithstanding the foregoing, the Contractor hereby assigns irrevocably to UNF (and shall cause such Personnel to assign irrevocably to UNF) all of his/her/its or their rights, title and interest in and to such Work Product, including without limitation all patent, copyright, trademark, trade secret, know-how and other proprietary rights therein.

- B. UNF Material. As between UNF and the Contractor, UNF shall retain ownership of all materials provided to the Contractor by or on behalf of UNF hereunder. The Contractor may use such materials only to the limited extent necessary to perform Services for UNF, and for no other purpose. The Contractor shall return such materials to UNF upon completion of the Services to which such materials pertain, or earlier upon UNF's request.
- C. Third Party Material. Prior to using or incorporating any material that is owned by a third party ("Third Party Material") into any Services or Work Product, the Contractor shall provide to UNF with a written summary of such Third Party Material and the purpose for which it will be used or incorporated in the Services or Work Product. The Contractor will obtain for UNF a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid up, transferable, sublicensable license to use and to practice any such Third Party Material in connection with UNF's or its designee's use of any Services or Work Product.

## **7.5 Confidentiality**

- A. Term; Definition. Except with the written consent of UNF, the Contractor hereby agrees that, during the term of this Agreement and for a period of three (3) years following the expiration or termination of this Agreement, neither the Contractor nor its staff, representatives or agents will communicate, disclose or publicize Confidential Information to any third party, or use Confidential Information for any purpose other than to the limited extent necessary to perform Services hereunder. "Confidential Information" shall mean all nonpublic or sensitive information or material pertaining to UNF (including, without limitation, information of or relating to business or operational plans, organization/structure, management, operations, programs, initiatives, intellectual property, finances, audits, personnel, donors, contributions, grantors, grant agreements or other contracts) or its affiliates, staff, representatives, partners and/or agents that is obtained by the Contractor (whether orally, visually, in writing, or otherwise) during the term of this Agreement or otherwise in connection with performance of the Services. Confidential Information shall include the existence of this Agreement and the specific terms hereof. Confidential Information shall not include information that the Contractor can demonstrate by competent documentary

evidence: (a) is lawfully received by the Contractor from a third party without any breach of confidentiality obligation owed to UNF; (b) is in the public domain at the time of disclosure; (c) was already in the possession of the Contractor at the time of disclosure to the Contractor, was not received directly or indirectly from UNF and was free of any restriction as to use or disclosure; (d) was independently developed by the Contractor without any use of or reference to the Confidential Information; or (e) UNF agrees in writing is free of confidentiality restrictions. UNF shall have no obligation to mark or otherwise designate or identify any of its Confidential Information as "Confidential Information" prior to providing it to the Contractor.

- B. Confidentiality Obligations. The Contractor shall: (a) hold Confidential Information in strict confidence; (b) use the same degree of care to protect the confidentiality of Confidential Information as it normally uses to protect its own proprietary and/or confidential information within its own organization (if Contractor is an entity), but not less than a reasonable degree of care; (c) use Confidential Information only to the limited extent necessary for the performance of the Services and for no other purpose; (d) restrict disclosure of Confidential Information solely to its staff and/or affiliates ("Representatives") with a need to know such Confidential Information in connection with the Services (and provided in each case that such Representatives are advised of the obligations assumed herein and are bound by obligations of confidentiality and non-use substantially comparable in scope with the provisions hereof to protect UNF's rights and interest hereunder); and (e) not disclose Confidential Information to any third party, without prior written approval of UNF.
- C. Legally Required Disclosures. In the event that the Contractor is required by law or order of any court to disclose any Confidential Information, the Contractor shall (a) give UNF reasonable prior notice of the disclosure; (b) use reasonable efforts to resist disclosing the Confidential Information; (c) cooperate with UNF on request to obtain a protective order or otherwise limit the disclosure; and (d) as soon as reasonably possible, provide a letter from its counsel confirming that the Confidential Information is, in fact, required to be disclosed.
- D. Return of Confidential Information. Upon the written request of UNF at any time, or upon the termination or expiration of this Agreement, the Contractor shall immediately return to UNF all Confidential Information and all copies thereof and shall destroy any computer generated or stored files or notes or any other notes or memoranda which include or make reference to the Confidential Information, with such destruction being certified in writing by a duly authorized officer of the Contractor. Notwithstanding the preceding provisions of this Section, the Contractor shall be permitted to retain one (1) archival copy of any Confidential Information to the extent required by applicable law or regulatory authority, provided however that such retained Confidential Information shall remain subject to the provisions hereof.

## **7.6 Insurance**

The Contractor will maintain insurance coverage sufficient to cover the activities, risks, and acts and omissions in connection with performance of the Services, in accordance with generally accepted industry standards and as required by law. The Contractor will ensure all subcontractors maintain insurance coverage consistent with this Section.

### **7.7 Data Protection and GDPR**

The Contractor acknowledges that the Services under this Agreement may be subject to the requirements of the General Data Protection Regulation ("GDPR") (EU) 2016/679. The Contractor will assist and cooperate with UNF to enable UNF to comply with any information disclosure and data protection obligations applicable to UNF in connection with the Services provided under this Agreement. The Contractor will comply at all times with any obligations under the GDPR and any other applicable information disclosure and data protection obligations applicable to Contractor and will perform the Services under this Agreement in such a way as to protect the personal information of individuals.

### **7.8 Audit and Access**

UNF may request a financial and operational review or audit of the work performed under the Agreement, to be conducted by UNF and/or parties authorized by UNF, and the Contractor undertakes to facilitate such review or audit. This review or audit may be carried out at any time during the implementation of the work performed under the Agreement, or within five years of completion of the work. In order to facilitate such financial and operational review or audit, the Contractor shall keep accurate and systematic accounts and records in respect of the work performed under the Contract.

The Contractor shall make available, without restriction, to UNF and/or parties authorized by UNF:

- (i) the Contractor's books, records and systems (including all relevant financial and operational information) relating to the Contract; and
- (ii) reasonable access to the Contractor's premises and personnel.

The Contractor shall provide satisfactory explanations to all queries arising in connection with the aforementioned audit and access rights.

UNF may request the Contractor to provide complementary information about the work performed under the Agreement that is reasonably available, including the findings and results of an audit (internal or external) conducted by the Contractor and related to the work performed under the Agreement.

### **7.9 Anti-Terrorism and UN Sanctions; Fraud and Corruption**

The Contractor warrants for the entire duration of the Agreement that:

- (i) it is not and will not be involved in, or associated with, any person or entity associated with terrorism, as designated by any UN Security Council sanctions regime, that it will not make any payment or provide any other support to any such person or entity and that it will not enter into any employment or subcontracting relationship with any such person or entity;
- (ii) it shall not engage in any illegal, corrupt, fraudulent, collusive or coercive practices (including bribery, theft and other misuse of funds) in connection with the execution of the Agreement; and

- (iii) the Contractor shall take all necessary precautions to prevent the financing of terrorism and/or any illegal corrupt, fraudulent, collusive or coercive practices (including bribery, theft and other misuse of funds) in connection with the execution of this Agreement.

Any payments used by the Contractor for the promotion of any terrorist activity or any illegal, corrupt, fraudulent, collusive or coercive practice shall be repaid to UNF without delay.

#### **7.10 Ethical Behavior**

The Contractor and each of the Contractor's partners, subcontractors and their employees and agents shall adhere to the highest ethical standards in the performance of this Agreement. In this regard, the Contractor shall also ensure that neither the Contractor nor its partners, subcontractors, agents or employees will engage in activities involving child labor, trafficking in arms, promotion of tobacco or other unhealthy behavior, or sexual exploitation and abuse.

#### **7.11 Zero tolerance for sexual exploitation and abuse**

UNF makes every effort to follow local and international laws and standards related to sexual exploitation and abuse. In this regard, and without limiting any other provisions contained herein:

- The Contractor warrants that he/she/it will: (i) take all reasonable and appropriate measures to prevent sexual exploitation or abuse by any of its employees and any other persons engaged by it to perform any Services under this Agreement and (ii) will promptly report to UNF and respond to any actual or suspected incident of sexual exploitation or abuse of which the contractor becomes aware; and
- The Contractor further warrants that he/she/it will (i) not engage in any conduct that would constitute sexual exploitation or abuse and (ii) will promptly report to UNF and respond to any actual or suspected incident of sexual exploitation or abuse of which the Contractor becomes aware.

#### **7.12 Tobacco/Arms Related Disclosure Statement**

The Contractor may be required to disclose relationships it may have with the tobacco and/or arms industry. In the event that UNF requests such clarity, the Contractor will not start work under this Agreement, until UNF has assessed the disclosed information and confirmed to the Contractor in writing that the work can commence.

#### **7.13 Governing Law and Arbitration of Disputes**

This Agreement will be governed by and interpreted in accordance with the laws of the State of New York, without regard to conflicts of laws rules or principles. The Parties agree all disputes arising out of or in connection with this Agreement shall be finally settled by binding arbitration under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The place of arbitration shall be New York, New York, USA. The language of the arbitral proceedings shall be English (or as otherwise determined between the Parties). Judgment upon any award(s) rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator is authorized

to include in the award an allocation to any Party of such costs and expenses, including attorneys' fees, as the arbitrator shall deem reasonable.

**7.14 Assignment or Transfer of Rights:** The Contractor shall not assign or transfer any rights under or interest in this Agreement without the prior written consent of UNF. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the Contractor from any duty or responsibility under this Agreement. Any assignment or transfer of rights contrary to this section shall be null and void.

**7.15 Rights and Remedies**

In the event of a breach of this Agreement by the Contractor or default by the Contractor in connection with performing any obligation of the Contractor under this Agreement, UNF's rights and remedies contained herein shall be cumulative and shall not be exclusive of any other rights or remedies that UNF may have at law or equity, including, but not limited to, injunctive relief and specific performance.

**7.16 Waiver**

A failure by either Party to assert any right or remedy in any instance of breach of this Agreement by the other Party shall not operate or be construed as a waiver of the right to assert such right or remedy unless such waiver is in writing. Any such waiver shall not affect the waiving Party's right with respect to any other or further breach by the other Party.

**7.17 Severability**

If any provision of this Agreement is held to be in violation of any applicable law or otherwise unenforceable, such provision shall be deemed severed from this Agreement and the remainder of this Agreement shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the enforceability of the remainder of this Agreement.

**7.18 Termination**

Either Party may terminate this Agreement at any time, and for any or no reason, by giving thirty (30) days' prior written notice to the other Party.

**7.19 Relationship of the Parties**

The Contractor is an independent contractor. Nothing in this Agreement is intended or shall be deemed to create an association, partnership, joint venture, agency or employer and employee relationship between the Parties, or to authorize the Contractor to act as agent for UNF or to enter into contracts on behalf of UNF.

**7.20 Construction of Agreement**

The Parties acknowledge that they have thoroughly reviewed this Agreement and bargained over its terms with the benefit of legal counsel. Accordingly, this Agreement shall be construed without regard to the Party or Parties responsible for its preparation and shall be deemed to have been prepared jointly by the Parties.

**7.21 Publicity; Use of Names**

The Contractor shall not use, reference, or authorize others to use or reference, any name, service mark, logo or other trademark of UNF, WHO or any UNF campaign in any advertising, promotional, or business development material or other communication (including on its website and on customer lists) without the prior written consent of UNF,

which may be withheld at UNF's sole discretion. The Contractor shall not make, or authorize others to make, any form of representation or statement that would constitute an express or implied endorsement by UNF, any UNF campaign, or any of their respective representatives without prior written approval from UNF.

#### **7.22 Counterparts**

This Agreement may be executed in counterparts and in electronic (pdf or facsimile) form, each of which shall be deemed to be an original but all of which together shall constitute a single instrument.

#### **7.23 Survival of Obligations**

The provisions of this Agreement concerning warranties, indemnities, proprietary rights, confidentiality, publicity, and interpretation of this Agreement, as well as all other provisions that by their nature or context are intended to survive expiration or termination of this Agreement, shall survive and remain in effect after the expiration or termination of this Agreement.

## **8. PERSONNEL**

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### **8.1 Approval of Contractor Personnel**

UNF reserves the right to approve any employee, subcontractor or agent furnished by the Contractor and Contractor's consortium partners for the performance of the work under the Contract (hereinafter jointly referred to as "Contractor Personnel"). All Contractor Personnel must have appropriate qualifications, skills, and levels of experience and otherwise be adequately trained to perform the work. UNF reserves the right to undertake an interview process as part of the approval of Contractor Personnel.

The Contractor acknowledges that the qualifications, skills and experience of the Contractor Personnel proposed to be assigned to the project are material elements in UNF's engaging the Contractor for the project. Therefore, in order to ensure timely and cohesive completion of the project, the parties intend that Personnel initially assigned to the project continue through to project completion. Once an individual has been approved and assigned to the project, such individual will not, in principle, thereafter be taken off the project by the Contractor, or reassigned by the Contractor to other duties. Circumstances may arise, however, which necessitate that Personnel be substituted in the course of the work, e.g. in the event of promotions, termination of employment, sickness, vacation or other similar circumstances, at which time a replacement with comparable qualifications, skills and experience may be assigned to the project, subject to approval of UNF.

UNF may refuse access to or require replacement of any Contractor Personnel if such individual renders, in the sole judgment of UNF, inadequate or unacceptable performance, or if for any other reason UNF finds that such individual does not meet his/her security or responsibility requirements. The Contractor shall replace such an individual within fifteen (15) business days of receipt of written notice from UNF. The replacement will have the required qualifications, skills and experience and will be billed at a rate that is equal to or less than the rate of the individual being replaced.

### **8.2 Project Managers**

Each party shall appoint a qualified project manager ("Project Manager") who shall serve as such party's primary liaison throughout the course of the project. The Project Manager shall be authorized by the respective party to answer all questions posed by the other party and convey all decisions made by such party during the course of the project and the other party shall be entitled to rely on such information as conveyed by the Project Manager.

The Project Managers shall meet on a monthly basis in order to review the status of the project and provide UNF with reports. Such reports shall include detailed time distribution information in the form requested by UNF and shall cover problems, meetings, progress and status against the implementation timetable.

### **8.3 Foreign Nationals**

The Contractor shall verify that all Contractor Personnel is legally entitled to work in the country or countries where the work is to be carried out. UNF reserves the right to request the Contractor provide UNF with adequate documentary evidence attesting this for each Contractor Personnel.

Each party hereby represents that it does not discriminate against individuals on the basis of race, gender, creed, national origin, citizenship.

#### **8.4 Engagement of Third Parties and use of In-house Resources**

The Contractor acknowledges that UNF may elect to engage third parties to participate in or oversee certain aspects of the project and that UNF may elect to use its in-house resources for the performance of certain aspects of the project. The Contractor shall at all times cooperate with and ensure that the Contractor and each of its partners, subcontractors and their employees and agents cooperate, in good faith, with such third parties and with any UNF in-house resources.

## LIST OF ANNEXES

<b>Annex 1</b>	<b>Acknowledgment Form</b>
<b>Annex 2</b>	<b>Confidentiality Undertaking</b>
<b>Annex 3</b>	<b>Proposal Completeness Form</b>
<b>Annex 4</b>	<b>Questions from Bidders Template</b>
<b>Annex 5</b>	<b>Acceptance Form</b>
<b>Annex 6</b>	<b>Self Declaration Form</b>
<b>Annex 7</b>	<b>Conflict of Interest Form</b>

## **Annex 1: Acknowledgement Form** (Ref. Paragraph 4.2)

Please check the appropriate box (see below) and email to [covidfundevaluation@unfoundation.org](mailto:covidfundevaluation@unfoundation.org) this acknowledgement form immediately upon receipt to:

Name: [ ], Title: [ ]

Enter address

Bid Ref: .....

### **Intention To Submit A Proposal**

We hereby acknowledge receipt of the RFP. We have perused the document and advise that we intend to submit a proposal **on or before May 14, 2021 at 17:00 hours New York time.**

### **Non-Intention To Submit A Proposal**

We hereby acknowledge receipt of the RFP. We have perused the document and advise that we do not intend to submit a proposal for the following reasons:

Insert reason here:

.....

### **Bidder's Contact Information is as follows:**

Entity Name:	.....
Mailing Address:	..... ..... .....
Name and Title of duly authorized representative:	.....
Signature:	
Date:	.....

## **Annex 2: Confidentiality Undertaking** (Ref. Paragraph 4.6)

1. The World Health Organization (WHO), acting through its Evaluation Office, and the United Nations Foundation (UNF) have access to certain information relating to the evaluation of the COVID-19 Solidarity Response Fund which they consider to be proprietary to themselves or to entities collaborating with them (hereinafter referred to as “the Information”).
2. WHO and UNF are willing to provide the Information to the Undersigned for the purpose of allowing the Undersigned to prepare a response to the Request for Proposals (RFP) for the evaluation of the COVID-19 Solidarity Response Fund Project (“the Purpose”), provided that the Undersigned undertakes to treat the Information as confidential and proprietary, to use the Information only for the aforesaid Purpose and to disclose it only to persons who have a need to know for the Purpose and are bound by like obligations of confidentiality and non-use as are contained in this Undertaking.
3. The Undersigned undertakes to regard the Information as confidential and proprietary to WHO and UNF or parties collaborating with WHO and UNF, and agrees to take all reasonable measures to ensure that the Information is not used, disclosed or copied, in whole or in part, other than as provided in paragraph 2 above, except that the Undersigned shall not be bound by any such obligations if the Undersigned is clearly able to demonstrate that the Information:
  1. was known to the Undersigned prior to any disclosure by WHO or UNF to the Undersigned; or
  2. was in the public domain at the time of disclosure by WHO or UNF; or
  3. becomes part of the public domain through no fault of the Undersigned; or
  4. becomes available to the Undersigned from a third party not in breach of any legal obligations of confidentiality to WHO and UNF.
4. At WHO's or UNF's request, the Undersigned shall promptly return any and all copies of the Information to WHO and UNF.
5. The obligations of the Undersigned shall be of indefinite duration and shall not cease on termination of the above-mentioned RFP process.
6. Any dispute relating to the interpretation or application of this Undertaking shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

<b>Entity Name:</b>	.....
<b>Mailing Address:</b>	..... ..... .....
<b>Name and Title of duly authorized representative:</b>	.....
<b>Signature:</b>	
<b>Date:</b>	.....

**Annex 3: Proposal Completeness Form** (Ref. Paragraphs 4.4 & 4.6)

Section	Requirement	Completed in full (Yes/No)
Annex 2	Confidentiality undertaking form	<input type="checkbox"/> Yes <input type="checkbox"/> No
Annex 3	Proposal completeness form	<input type="checkbox"/> Yes <input type="checkbox"/> No
Annex 5	Acceptance form	<input type="checkbox"/> Yes <input type="checkbox"/> No
Annex 6	Self-Declaration Form	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.12.2 to 4.12.6	Technical Proposal, including Executive Summary, information about bidders, proposed solution, approach/methodology and timeline	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.12.7	Financial Proposal	<input type="checkbox"/> Yes <input type="checkbox"/> No

The enclosed Proposal is valid for \_\_\_\_\_ days from the date of this form (Ref. Paragraph 4.8).

Agreed and accepted, in (.....) original copies on \_\_\_\_\_

Entity Name:	.....
Mailing Address:	..... ..... .....
Name and Title of duly authorized representative:	.....
Signature:	
Date:	.....

**Annex 4: Questions from Bidders** (Ref. Paragraph 4.6)

No.	RFP Section reference	Question
1	Enter Text	Enter Text
2	Enter Text	Enter Text
3	Enter Text	Enter Text
4	Enter Text	Enter Text
5	Enter Text	Enter Text
6	Enter Text	Enter Text
7	Enter Text	Enter Text
8	Enter Text	Enter Text
9	Enter Text	Enter Text
10	Enter Text	Enter Text
11	Enter Text	Enter Text
12	Enter Text	Enter Text
13	Enter Text	Enter Text
14	Enter Text	Enter Text
15	Enter Text	Enter Text
16	Enter Text	Enter Text
17	Enter Text	Enter Text
18	Enter Text	Enter Text
19	Enter Text	Enter Text
20	Enter Text	Enter Text

## **Annex 5: Acceptance Form** (Ref. Paragraph 4.6)

The Undersigned, ....., confirms to have read, understood and accepted the terms of the Request for Proposals (RFP), and its accompanying documents. If selected by UNF for the work, the Undersigned undertakes, on its own behalf and on behalf of its possible partners and contractors, to perform ..... in accordance with the terms of this RFP and any corresponding contract between UNF and the Undersigned, for the following sums:

Item	Cost (Indicate Currency)
<b>One-Time Costs-Amend as appropriate</b>	
Total Proposed Manpower Costs by Phase (check only)	0.00
Total Proposed Manpower Costs by Resource	0.00
Total Proposed Hardware Costs	0.00
Total Proposed Operating System Costs	0.00
Total Proposed Networking Costs	0.00
Total Proposed Database Costs	0.00
Total Proposed Application Costs	0.00
Total Proposed Per-Module Costs	0.00
Total Proposed Admin, User, Customer License Costs	0.00
Total Proposed Maintenance Support Costs	0.00
Total Proposed Travel Costs	0.00
Total Leaving Costs	0.00
Total Other Costs	0.00
<b>Total Proposed On-Time Cost</b>	<b>0.00</b>
<b>Recurring Costs</b>	
Total Proposed Hardware Costs	0.00
Total Proposed Operating System Costs	0.00
Total Proposed Networking Costs	0.00
Total Proposed Database Costs	0.00
Total Proposed Application Costs	0.00
Total Proposed Per-Module Costs	0.00
Total Proposed Admin, User, Customer License Costs	0.00
Total Proposed Maintenance Support Costs	0.00
Total Other Costs	0.00
<b>Total Proposed Recurring Cost</b>	<b>0.00</b>

The enclosed Proposal is valid for \_\_\_\_\_ days from the date of this form (Ref. Paragraph 4.8).

Agreed and accepted, in (....) original copies on \_\_\_\_\_ Date \_\_\_\_\_

Entity Name:	.....
Mailing Address:	..... ..... .....
Name and Title of duly authorized representative:	.....
Signature:	

## **Annex 6: Self Declaration Form**

### **Applicable to private and public companies**

<COMPANY> (the "Company") hereby declares to UNF:

1. it is not bankrupt or being wound up, having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning the foregoing matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
2. it is solvent and in a position to continue doing business for the period stipulated in the contract after contract signature, if awarded a contract by UNF;
3. it or persons having powers of representation, decision making or control over the Company have not been convicted of an offence concerning their professional conduct by a final judgment;
4. it or persons having powers of representation, decision making or control over the Company have not been the subject of a final judgment or of a final administrative decision for fraud, corruption, involvement in a criminal organization, money laundering, terrorist-related offences, child labour, human trafficking or any other illegal activity;
5. it is in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the national legislation or regulations of the country in which the Company is established;
6. it is not subject to an administrative penalty for misrepresenting any information required as a condition of participation in a procurement procedure or failing to supply such information;
7. it has declared to UNF any circumstances that could give rise to a conflict of interest or potential conflict of interest in relation to the current procurement action;
8. it has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any direct or indirect benefit (financial or otherwise) arising from a procurement contract or the award thereof;
9. it adheres to the UN Supplier Code of Conduct;
10. it has zero tolerance for sexual exploitation and abuse and has appropriate procedures in place to prevent and respond to sexual exploitation and abuse.

The Company understands that a false statement or failure to disclose any relevant information which may impact upon UNF's decision to award a contract may result in the disqualification of the Company from the bidding exercise and/or the withdrawal of any proposal of a contract with UNF. Furthermore, in case a contract has already been awarded, UNF shall be entitled to rescind the contract with immediate effect, in addition to any other remedies which UNF may have by contract or by law.

<b>Entity Name:</b>	.....
<b>Mailing Address:</b>	..... ..... .....
<b>Name and Title of duly authorized representative:</b>	.....
<b>Signature:</b>	
<b>Date:</b>	.....

## **Annex 7: Conflict of Interest Policy**

The purpose of the conflict of interest policy is to protect the World Health Organization (WHO) and the United Nation Foundation (UNF) during the evaluation of the COVID-19 Solidarity Response Fund (Fund).

Members of the selected provider team are expected to observe the highest standards of business ethics and personal business conduct.

In the context of this policy, the term “conflict of interest” means any interest declared by a member of the evaluation team that may affect or reasonably be perceived to (1) affect the member’s objectivity and independence in evaluating the Fund or providing advice to UNF and WHO, and/or (2) create an unfair competitive advantage for the member or persons or institutions with whom the member has financial or business interests (such as adult children or siblings, close professional colleagues, administrative unit or department). This conflict-of-interest policy is designed to identify and avoid potentially compromising situations from arising thereby protecting the credibility of UNF and WHO and of their respective missions and work. If not identified and appropriately managed such situations could undermine or discount the value of the member’s contribution and as a consequence the work in which the evaluation team is involved. In relation to this policy, “conflict of interest” applies to current interests, which is defined current interests as those that have arisen during a period of 4 years preceding the invitation to submit a proposal for work on the Fund. In this regard, the term “conflict of interest” does not apply to past interest that have expired or that no longer exist nor does it apply to possible interests that may arise in the future but which do not currently exist.

### **Definitions:**

#### **Interested Person**

Any representative or member of the evaluation team who has a direct interest, whether financial, or bias, or any representative or member of evaluation team who has an interest created by others is an interested person (“Interested Person”).

#### **Financial Interest**

A person has a “financial interest” if the person has, directly or indirectly, through business, investment, or family, any of the following with respect to the fulfillment of the evaluation of the Fund:

- a) an ownership or investment interest in any entity with which WHO or UNF has a transaction or arrangement, or
- b) a compensation arrangement with WHO or UNF or with any entity or individual with which WHO or UNF has a transaction or arrangement, or
- c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which WHO or UNF is negotiating a transaction or arrangement.

“Compensation” includes direct and indirect remuneration, as well as gifts or favors that are not insubstantial, benefits, perquisites, reimbursements for personal expenses, or entitlements relating to personal uses of property or service rights of WHO or UNF.

In addition, if the member is aware that the outcome of the activity would benefit or adversely affect other parties with whom the expert has substantial common interests—whether personal, professional or financial—disclosure of those affected interests is also necessary.

### *Bias*

Members of the evaluation team or other individuals providing technical or normative advice to UNF may have some degree of “intellectual bias” in relation to a particular topic. Members are expected to have and assert their own views and opinions on the topics under review, and is part of the reason, they have been invited to submit a proposal; what should be considered for the purpose of this policy are views and opinions that could be perceived as affecting the impartiality of the member. Such as, in situations where there is a significant directly related interest or duty of the individual, for example, as the head or as part of the leadership of an organization or other professional society that has publicly and repeatedly taken a fixed public position on an issue that applicable to the evaluation of the Fund, then a bias in such a situation may constitute an interest to be disclosed and managed.

### *Tobacco:*

As part of its efforts to address undue influence by the tobacco industry, UNF also requests disclosure by all experts working with it of any employment or other work for the tobacco sector. For the purpose of this policy, “tobacco industry” refers to any entity directly involved in the production, manufacture, distribution or sale of tobacco or tobacco products or representing the interests of any such entity. Disclosure of such information would not necessarily be considered a reason to disqualify a member.

## **Conflict Procedures:**

### *Duty to Disclose*

In connection with any actual or possible conflict of interest, an Interested Person must disclose the existence of his or her financial interest and all material facts to UNF. Failure to sign this conflict of interest policy and/or failure to disclose a potential conflict of interest will result in the suspension of a member’s participation.

### Reviewing Potential Conflicts of Interest

After disclosure of the potential conflict of interest and all material facts, and after any discussion with the Interested Person, UNF shall both consult internally and discuss the potential interest with the WHO Evaluation Office. Following discussion, UNF and the WHO shall determine whether there is a reasonable belief a conflict of interest exists. If UNF and WHO reasonably believe, after exercising appropriate due diligence, a conflict of interest exists, UNF shall then notify the lead member or designated representative of the evaluation team. Following the consultations and review of the possible conflict of interest, UNF and WHO will determinate whether the situation poses an actual conflict of interest. In the case that it does pose conflict of interest the conflicted member will be removed from the evaluation team and a new member will be selected.

### Violations of the Conflict of Interest Disclaimer

If WHO or UNF have a reasonable belief that a member of the evaluation team has failed to disclose an actual or potential conflict of interest, WHO or UNF shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

After hearing the response to the alleged conflict and WHO and UNF determines that the member is an Interested Person and has failed to disclose an actual or possible conflict of interest, UNF shall then notify the lead member or designated representative of the evaluation team and the member shall be removed from the evaluation team unless otherwise agreed by the evaluation team, UNF and WHO.

### **Use of Outside Experts:**

***In determining whether a conflict of interest exists, conducting the periodic reviews required by this Policy, WHO and UNF may, but need not, use outside advisors and consultants at its expense. If outside experts are used, their use shall be documented and maintained with the records of WHO and UNF.***

**By signing this document, I agree that I have read, understand and acknowledge there is no known conflict of interest.**

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

Name: \_\_\_\_\_