



## REQUEST FOR PROPOSALS

for

### Assignment as Candidate for FSC Policy for Association Decision Panel

Issued on: August 2021

Proposals due by: open end

Contact: Procurement

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## Purpose and Outputs

**Purpose:** To select a candidate for FSC Policy for Association Complaint Decision Panelist Pool.

**Outputs:** Assigned panel candidate to be called in case by case when FSC Policy for Association complaint cases have reached the point of decision.

## Background Information

### About FSC

The Forest Stewardship Council (FSC) works to take care of our forests and those who rely on them: by protecting plant and animal species, Indigenous Peoples' rights, forest workers' rights, and much more. We achieve this through FSC certification, ensuring forests around the world are responsibly managed. For more information on FSC, visit our website at <https://ic.fsc.org/>.

The mission of FSC is to promote environmentally sound, socially beneficial and economically viable management of the world's forests. Our vision is of a world in which we can meet our current needs for forest products without compromising the health of the world's forests for future generations.

### Key Facts About FSC

- 200-300 employees worldwide
- Composed of three legal entities with one wholly owned subsidiary
- Includes both a nonprofit entity (FSC International Center e.V.) and a for-profit entity (FSC Global Development GmbH)

### About This Project

**Background:** The Policy for the Association of Organizations with FSC (FSC-POL-01-004) defines FSC's position on unacceptable activities of organizations associated with FSC. It aims to identify organizations not committed to the fundamentals of responsible forest management and to prevent them from misusing their association with FSC. As a market-based approach to responsible forestry, FSC's brand integrity is fundamental to achieving its mission. The Policy for Association (PfA) is a core document in the FSC system and an important tool for safeguarding FSC's reputation.

When there is a substantiated concern that an organization associated with FSC has violated the Policy for Association, a complaint can be submitted to FSC by stakeholders to start the process of evaluation. FSC may also start an



evaluation without an external complaint when evidence has been brought to its attention on possible violation of the policy.

In case it is not possible to resolve the situation by means of dialogue, mediation or other such pathway, an investigation is carried out by external experts to determine the substance of the allegations. These findings are then assessed by a PfA Decision Panel that is tasked to determine the consequences based on the investigation, or evidence otherwise submitted to the panel. The process is defined in [Processing FSC Policy for Association Complaints \(FSC-STD-01-009\)](#).

FSC has selected 8 participants for a pool of candidates for the Decision Panel. The participants will be selected and called to form a case-by-case PfA Decision Panel to take decisions or recommend decisions to the FSC Board of Directors on PfA complaint cases, as defined in the procedure.

FSC is now looking to find one candidate to complete the expertise of the pool with regional or local knowledge in Asia Pacific and focus on human and traditional rights.

## Scope of Work

<b>Required Tasks</b>	1) Stand by as assigned participant of pool of candidates for being called to serve in an FSC PfA Decision Panel.
	2) When called to join a Decision Panel, perform the duties described in Terms of Reference (section 4).
<b>Location of Work</b>	<b>Primary location:</b> Not defined
	<b>Additional locations (if applicable):</b> N/A
	<b>Required time on-site (FSC Bonn office):</b> N/A
<b>Sub-contractors (if applicable)</b>	N/A

## Deliverables

<b>Deliverable Name</b>	<b>Description</b>	<b>Date Due</b>
<b>Decision on FSC PfA Complaint Case</b>	<ul style="list-style-type: none"> <li>Participate in decision making on FSC PfA complaint cases when called into</li> </ul>	As defined when establishing a case specific decision panel



	<p>a case specific decision Panel. The main steps include:</p> <ol style="list-style-type: none"> <li>1) Review all evidence provided.</li> <li>2) Assess whether a violation of PfA can be confirmed with evidence provided using the scale of probabilities described in FSC-PRO-01-009 Annex 1.</li> <li>3) Review all other provided material that could be in a form of media coverage, legal analysis, impact assessment etc.</li> <li>4) Participate in deliberation meeting(s).</li> <li>5) Create a wording for decision or recommendation with justification.</li> </ol> <p>More detailed information is available in the Annex 1: Terms of Reference, Tasks and responsibilities.</p>	
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## Proposal Requirements

Please ensure your proposal includes all of the following:

<b>Cover letter</b>	Please include a cover letter including your contact information and signed by a duly constituted official legally authorized to bind the vendor to both its proposal and all the particulars of that proposal, including cost schedule.	
<b>Description of solution</b>	<i>Outline of approach</i>	A general overview of how the vendor will address the problem and structure the work.
	<i>People involved and qualifications</i>	A full list of candidates and their specific expertise areas, including job titles and CVs.
	<i>Projected timeline for implementation</i>	Please provide any limitations to availability for participating a case specific decision panel to be established.
<b>Vendor qualifications</b>	<i>Company background</i>	Please describe your background and experience with the relevant area.



	<i>Client references</i>	Please provide (3 to 5)
	<i>Description of relevant past projects and assignments</i>	Please provide, if available.
<b>Acceptance of Terms and Conditions</b>	Vendor must indicate that they accept FSC's Terms and Conditions as stated (or bring up requested changes in a timely fashion).	
<b>Cost estimate with breakdown</b>	Please provide a detailed breakdown of line-item costs as well as a total, separated by project phase if relevant, including a clear statement of when specific costs will be due for payment. Additionally, please include the hourly or daily rate you are charging along with your expected net investment time.	
<b>Demonstration</b>	Interviews by FSC may be scheduled as agreed.	
<b>Format</b>	Please submit all documents in the format of your choice.	

## How to Submit

Please submit all materials via email to [procurement@fsc.org](mailto:procurement@fsc.org).

## Selection Criteria

The following criteria will be used to evaluate vendors, in descending order of importance:

<b>Criterion</b>	<b>Description</b>
<b>Suitability of solution</b>	The successful proposal will convincingly indicate that it can address all or most of FSC's requirements.
<b>Suitability of vendor</b>	The ideal vendor will have significant prior experience successfully working with areas that are similar to FSC's needs, particularly in expertise in Asia Pacific region and human and traditional rights, including positive references from former clients or employers. The successful vendor will display the skills necessary for working with FSC, such as fluent English, as well as the skills necessary for working on this specific task.



<b>“Soft” characteristics</b>	FSC will seek vendors that it believes will be able to work in as part of a panel seeking constructive collaboration and considers factors like responsiveness, flexibility, and attitude.
<b>Cost</b>	FSC will evaluate which vendor provides the best value for cost. This does not mean that the successful vendor will be the cheapest vendor; <b>FSC’s decision shall NOT be based solely on cost.</b>

## Terms and Conditions

### 1. RFP Amendment

FSC reserves the right to amend, cancel or re-issue the RFP at any time.

### 2. Submission of Proposal

Proposal must be submitted in the English language on the requirements specified in this RFP. Vendors must provide all requisite information under this RFP and clearly and concisely respond to all points set out in this RFP. Prices must be stated in USD and value added tax should be itemized separately. Prices shall be final and not subject to revision after the closing date for submission.

### 3. Clarifications or Further Information Regarding the RFP

FSC will only respond to questions in writing. Any question and answer will also be provided to any other vendor to ensure all vendors are provided with the same information upon which to base their proposal.

### 4. Late or Non-Compliant Proposals

FSC will not be obligated to consider any proposal submitted later than the closing date or not fully completed in accordance with the requirements specified in this RFP.

### 5. Rejection of Proposals, Waiver of Informalities or Irregularities, Negotiations

- a. FSC reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the organization.
- b. FSC reserves the right to negotiate and award only a portion of the requirements; to negotiate and award separate or multiple contracts for the elements covered by this RFP in any combination it may deem appropriate, at its sole discretion to add new considerations, information or requirements at any stage of the procurement process, including during negotiations with vendors.



## 6. Vendor's Cost to Develop the Proposal

Each vendor will meet its own costs associated with the preparation and demonstration of its proposal and any negotiations.

## 7. Withdrawal of Proposal

Proposals may be withdrawn or amended at any time prior to the closing date for submission specified in this RFP, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

## 8. Revisions of Proposal

Once the proposal has been received and the closing date for submission passed, FSC may decide not to accept further commercial or legal revisions which constitute a change to the original proposal submitted by the vendor in response to the RFP.

## 9. FSC's clarification

FSC may, at any time, request from any vendor clarification of its proposal as well as additional information about any aspect of its proposal. FSC is not required to request the same clarification or information from each vendor. The vendor must provide the clarification or additional information in the format requested. The vendor will endeavor to respond to requests in a timely manner. FSC may take such clarification or additional information into account in evaluating the proposal. Where the vendor fails to respond adequately or within a reasonable time to a request for clarification or additional information, FSC may cease evaluating the vendor's proposal and may eliminate the proposal from the RFP process.

## 10. Proposal Validity Period

This RFP contains no contractual proposal of any kind. Any proposal submitted will be regarded as a proposal by the vendor and not as an acceptance by the vendor of any proposal by FSC. Submission of the proposal will signify the vendor's agreement that its proposal and the content thereof are valid for (3) months following the closing date for submission and will become part of the contract that may be negotiated between FSC and the successful vendor.

## 11. Ownership of the Proposal Documents

In consideration of FSC undertaking to give fair consideration and to take into account the vendor's proposal received, but for no other consideration, all proposal documents submitted in response to the RFP shall become the property of FSC which may use such information including the copyright of same for the proposal evaluation purpose. Notwithstanding the above and without prejudice to anything agreed in any subsequent





contract, ownership of the intellectual property in the information contained in the proposal document shall remain unchanged.

## 12. Confidentiality

- a. Each vendor will take reasonable steps to protect information related to the FSC activities, whose access is subject to restriction (“Confidential Information”) and will not disclose Confidential Information to a third party without the prior written consent by FSC.
- b. The RFP or any part thereof, and all copies thereof must be returned to FSC upon request. It is understood that this RFP is confidential and proprietary to FSC, contains privileged information, part of which maybe copyrighted and is communication to and received by vendors on the condition that no part thereof or any information concerning it may be copied or exhibited to others without the prior written consent of FSC except that vendors may exhibit the specifications to prospective subcontractors for the sole purpose of obtaining offers from them.

## Annexes

Please find the following supplemental documents attached:

Document name	Description
<b>Annex 1: Terms of Reference</b>	Terms of reference and operating rules for FSC Decision Panel
<b>Annex 2: FSC-PRO-01-009 V4-0</b>	Procedure describing processing FSC Policy for Association Complaints providing also requirements and guidance for decision making process.
<b>Annex 3: FSC-POL-01-004 V2-0</b>	Policy for the Association of Organizations with FSC