

## Request for Proposals (RFP)

**September 3, 2020**

### **Request for Proposals 007 Environmental and Social Governance (ESG) Audit**

Dear Sir or Madam,

Conservation International Foundation (hereinafter referred to as "Conservation International" or "CI"), is issuing a Request for Proposals (RFP) for a firm to conduct an Environmental and Social Governance (ESG) Audit for GEF Non-Grant Instrument (NGI) projects. The attached RFP contains all the necessary information for interested Offerors.

The CI-GEF Agency through funding from the Global Environment Facility (GEF) is implementing Non-Grant Instrument (NGI) projects. A specific requirement from the GEF Secretariat is an Environmental and Social Governance (ESG) audit for each council approved NGI project to ensure that projects are delivering the intended global environmental benefits measured through the core indicators and that projects are complying with the Environmental and Social Safeguards (ESS).

This RFP is to conduct an ESG audit for one NGI project over the life of the project which is estimated to be 8 years.

Offerors firms should indicate their interest in submitting a proposal for the anticipated agreement by sending an email to [CIGEF@conservation.org](mailto:CIGEF@conservation.org) by **5:00pm EST on September 24, 2020**. Interested Offerors can submit their questions to [CIGEF@conservation.org](mailto:CIGEF@conservation.org).

All Offerors are expected to exercise the highest standards of conduct in preparing, submitting and if selected, eventually carrying out the specified work in accordance with CI's Code of Ethics.

Conservation International's reputation derives from our commitment to our values: Integrity, Respect, Courage, Optimism, Passion and Teamwork. CI's Code of Ethics (the "Code") provides guidance to CI employees, service providers, experts, interns, and volunteers in living CI's core values, and outlines minimum standards for ethical conduct which all parties must adhere to.

Offerors are required to sign a representation of Transparency, Integrity, Environmental and Social Responsibility.

Any violation of the Code of Ethics, as well as concerns regarding the integrity of the procurement process and documents should be reported to CI via its Ethics Hotline at [www.ci.ethicspoint.com](http://www.ci.ethicspoint.com).

#### **COVID 19 Guidelines**

Service Provider shall adhere to all applicable international, national or local regulations and advisories governing travel, including safety, health and security measures in effect throughout the Period of Performance.

It is expected that CI and the Offeror will take into consideration and plan around the international, national or local regulations and advisories governing travel, including safety, health and security measures in effect in the countries that the consultant is expected to visit. Virtual consultations are possible and expected where in-person field work is not possible.

## **Request for Proposals**

RFP # **007**

For the provision of  
**Environmental and Social Governance (ESG) Audit**

Contracting Entity:

**CI-GEF**

Funded under:

**GEF**

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**Section 1. Instructions and General Guidance**

**1.1 Introduction**

CI, the Contracting Entity, is soliciting offers from firms to submit proposals to carry out an Environmental and Social Governance Audit following the requirements outlined in the ESG audit TOR. Non-Grant Instrument (NGI) projects are global in nature, with investments located in Asia, Africa and Latin America.

**OBJECTIVES:**

To procure a consulting firm to undertake an annual Environmental and Social Governance audit for a CI-GEF NGI project on a annual basis.

The Global Environment Facility (GEF) requires all Non-Grant Instrument (NGI) projects undergo an Environmental and Social Governance (ESG) audit to ensure these projects are executed in alignment with CI-GEF environmental and social (E&S) requirements, and more broadly, international industry best practices. Namely, the objective of the ESG audit is to measure and analyze the performance of NGI projects against the CI-GEF Environmental and Social Management Framework (ESMF) and the GEF-7 Core Indicators<sup>1</sup>.

The ESG audit does not replace the project annual report; whereas the annual report shall provide an update of the project’s impacts and progress for the relevant reporting period, the

<sup>1</sup> For more information, see [GUIDELINES ON CORE INDICATORS AND SUB-INDICATORS](#)

ESG audit will examine in greater detail the project's environmental and social management systems (ESMS), and determine what, if any, gaps exist in the ESMS's ability to effectively adhere to CI-GEF's E&S requirements.

## 1.2 Offer Deadline

Offerors shall submit their offers electronically at the following email address, [CIGEF@conservation.org](mailto:CIGEF@conservation.org)

Offers must be received no later than **5:00pm EST on September 24, 2020**. Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. Late offers will not be considered.

## 1.3 Instruction for Offerors

All proposals must be submitted in one volume, consisting of:

- Technical proposal
- Cost proposal, and
- Offeror Representation of Transparency, Integrity, Environmental and Social Responsibility. **This document must be signed by the Offerors or (Offerors representative) and submitted with the Offeror's proposal to CI.**

This RFP does not obligate CI to execute a contract nor does it commit CI to pay any costs incurred in the preparation or submission of the proposals. Furthermore, CI reserves the right to reject any and all offers, if such action is considered to be in the best interest of CI. The project duration is eight (8) years. During the project period of performance CI may reduce the number of ESG Audits, at its sole discretion and CI reserves the right to audit projects on an annual basis or as needed as determined by the GEF Secretariat according to the degree of E&S risk present in a project.

Lastly, while this RFP requests a Technical Proposal and a Cost Proposal to conduct ESG audits for a period of eight (8) years, **this RFP does not obligate CI to award a contract for eight (8) years**. CI will engage with the selected consultant firm through a Services Agreement for two years. If CI is satisfied with the performance of the Consultant Firm, CI may renew the contract for subsequent years.

### 1. Technical Proposal

The technical proposal shall comprise the following parts:

- Part 1: Technical Approach, Methodology and Detailed Work Plan. This part shall be between 3 and 5 pages long, but may not exceed 5 pages.

The Technical Proposal should describe in detail how the Offeror intends to carry out the requirements described in Section 2, Scope of Work (SOW). The technical proposal should demonstrate a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The Offeror should include details on personnel, equipment, and contractors who will be used to carry out the required services.

- Part 2: Management, Key Personnel, and Staffing Plan. This part shall be between 2 and 5 pages long, but may not exceed 5 pages. CVs may be included in an annex to the technical proposal and will not count against the page limit. CVs must demonstrate:
  - Expert level proficiency in international environmental, social, labor, health and safety, and ethics standards and guidelines, including in at least one set of widely used international E&S standards and guidelines, including, but not limited to, the IFC Performance Standards, the EBRD Performance Requirements, the UN Sustainable Development Goals and the UN Principles for Responsible Investment
    - If the audit team is comprised of more than one individual, the team must collectively demonstrate expert level proficiency across the various areas (environmental, social, labor, health and safety, and ethics), but it is not necessary that each auditor demonstrate expert level proficiency in each area
    - If the audit team is comprised of one auditor, then the single auditor must demonstrate expert level proficiency across all areas;
  - At least 5 years of experience, including on-site international experience, conducting ESG audits against at least one set of widely used international E&S standards and guidelines, including, but not limited to the IFC Performance Standards, the EBRD Performance Requirements, the UN Sustainable Development Goals and the UN Principles for Responsible Investment;
- Part 3: Corporate Capabilities, Experience, Past Performance, and 3 client references. This part shall be between 2 and 4 pages long, but may not exceed 4 pages. Please include descriptions of similar projects or assignments and at least three client references.

## 2. Cost Proposal

Proposals should be submitted demonstrating costs per year over a period of eight years. Offerors shall use the cost proposal template "Detailed Budget" attached in section 2.1. The cost proposal must be valid for at least 90 days after submission to CI. The cost proposal is used to determine which proposals are the most advantageous and serves as a basis of negotiation for award of a contract. The cost proposal must be all-inclusive of profit, fees or taxes. Additional costs cannot be included after award, and revisions to proposed costs may not be made after submission unless expressly requested by CI should the offerors proposal be accepted. Nevertheless, for the purpose of the proposal, Offerors must provide a detailed budget showing major expense line items. Offers must show unit prices, quantities, and total price. All items, services, etc. must be clearly labeled and included in the total offered price. All cost information must be expressed in USD. The cost shall also include a budget narrative that explains the basis for the estimate of every cost element or line item. Supporting information must be provided in sufficient detail to allow for a complete analysis of each cost element or line item. CI reserves the

right to request additional cost information if the evaluation committee has concerns of the reasonableness or completeness of an Offeror’s cost proposal.

If selected, Offeror shall use its best efforts to minimize the financing of any taxes on goods and services, or the importation, manufacture, procurement or supply thereof. If Offeror is eligible to apply for refunds on taxes paid, Offeror shall do so. Any tax savings should be reflected in the total cost.

**2.1. Offeror Proposed Detailed Budget This document to be filled by the Offerors or (Offerors representative) and must be submitted along with Technical Proposal to CI**

**BUDGET TABLE APPLICABLE TO SERVICES**

DESCRIPTION OF SERVICE	DAILY OR HOURLY COST	OTHER COSTS (LOCAL CURRENCY)	TOTAL COST (LOCAL CURRENCY)	COSTS PER YEAR (YR 1-8)
<b>TOTAL</b>				

**1.4. Chronological List of Proposal Events**

The following calendar summarizes important dates in the solicitation process. Offerors must strictly follow these deadlines.

<b>RFP published</b>	<b>September 3, 2020</b>
<b>Deadline for written questions</b>	<b>September 17, 2020</b>
<b>Proposal due date</b>	<b>September 24, 2020</b>

The dates above may be modified at the sole discretion of CI. Any changes will be published/advertised in an amendment to this RFP.

**1.5. Evaluation and Basis for Award**

An award will be made to the Offeror whose proposal is determined to be responsive to this solicitation document, meets the eligibility criteria stated in this RFP, meets the technical capability requirements, and is determined to represent the most advantageous to CI.

	<b>Evaluation Criteria</b>	<b>Total Possible Points</b>
<b>I</b>	<b>Technical Proposal Part I- Technical Approach, Methodology, and Detailed Work Plan</b>	

1	Does the proposal clearly explain, understand and respond to the objectives of the project as stated in the Scope of Work?	20
2	Does the proposed program approach and detailed activities and timeline fulfill the requirements of executing the Scope of Work effectively and efficiently?	20
3	Does the proposal demonstrate the Offeror's knowledge related to technical sectors required by the Scope of Work?	10
<b>II Technical Proposal -Part II- Management, Key Personnel, and Staffing Plan</b>		
1	Personnel Qualifications – Do the proposed team members have necessary experience and capabilities to carry out the Scope of Work?	5
2	CVs for the above indicated technical staff involved?	5
<b>3 Technical Proposal -Part III - Corporate Capabilities, Experience, Past Performance, and references</b>		
4	Company Background and Experience – Does the company have experience relevant to the project Scope of Work?	15
<b>III Cost Proposal- Cost- Includes (Travel, Fee, Charges, any other expenses)</b>		
1	Cost- Lowest Cost	25

## Section 2. Scope of Work, Deliverables, and Deliverables Schedule

### 2.1. Scope of Work

The ESG audit shall be conducted by independent consultants or other third-party experts to capture the project's performance against the CI-GEF ESMF and the GEF-7 Core Indicators as listed below:

- **CI-GEF ESMF**

**POLICY 1: ENVIRONMENTAL AND SOCIAL SAFEGUARDS**

- ESS2 1: Environmental and Social Impact Assessment
- ESS 2: Protection of Natural Habitats and Biodiversity Conservation
- ESS 3: Resettlement and Physical and Economic Displacement
- ESS 4: Indigenous Peoples
- ESS 5: Resource Efficiency and Pollution Prevention
- ESS 6: Cultural Heritage
- ESS 7: Labour and Working Conditions
- ESS 8: Community Health, Safety and Security
- ESS 9: Private Sector Direct Investments and Financial Intermediaries
- ESS 10: Climate Risk and Related Disasters

**POLICY 2: GENDER MAINSTREAMING**

**POLICY 3: STAKEHOLDER ENGAGEMENT**

**POLICY 4: ACCOUNTABILITY AND GRIEVANCE MECHANISM**

- **GEF-7 Core Indicators**

- Terrestrial protected areas created or under improved management for conservation and sustainable use (hectares)
- Marine protected areas created or under improved management for conservation and sustainable use (hectares).
- Area of land restored (hectares).
- Area of landscapes under improved practices (hectares; excluding protected areas).
- Area of marine habitat under improved practices to benefit biodiversity (hectares; excluding protected areas).
- Greenhouse gas emissions mitigated (metric tons of carbon dioxide equivalent).
- Number of shared water ecosystems (fresh or marine) under new or improved cooperative management.
- Globally over-exploited fisheries moved to more sustainable levels (metric tons).
- Reduction, disposal/destruction, phase out, elimination, and avoidance of chemicals of global concern and their waste in the environment and in processes, materials, and products metric tons of toxic chemicals reduced).
- Reduction, avoidance of emissions of POPs to air from point and non-point sources (grams of toxic equivalent gTEQ).
- Number of direct beneficiaries disaggregated by gender as co-benefit of GEF investment.

The scope of the ESG audit will cover the project in its entirety, including, but not limited to, the activities occurring within the physical boundaries of the project site; and persons (such as workers and local communities) and physical areas that may be directly or indirectly impacted by the project. Where applicable, CI-GEF will use its discretion to include a sample of sub-projects in the audit scope.

### **ESG AUDIT ACTIVITIES**

The audit will examine the effectiveness of the project's ESMS against the CI-GEF ESMF and GEF-7 Core Indicators relative to the E&S risks of the project. The audit review covers the project's environmental and social policies; and the underlying procedures, organizational capacity and commitment in place to effectively execute the aforesaid policies.

The [IFC Performance Standard 1 website](#) offers valuable resources on understanding and implementing effective E&S management systems.

The audit activities shall include:

- Site visit(s);
- Review of ESMS documentation, including, but not limited to: operational policies, procedures, plans, practices, and where relevant, Safeguard Screening Form, Environmental Management Plan, Waste Management Plan, Water Management Plan, Cultural Heritage Management Plan, Human Resources and Labor Management policies and procedures, Protected Area Plan, Voluntary Resettlement Action Plan (V-RAP), Process Framework, Indigenous Peoples Plan, Pest Management Plan, Grievance Mechanism(s), Gender Mainstreaming Plan and Stakeholder Engagement Plan;
- Interviews with relevant project personnel, including management, staff responsible for environmental and social functions, a representative sub-set of workers; and where

applicable, contracted, migrant and temporary labor, and individuals from affected local communities;

- At the completion of the site visit, the audit team will share preliminary findings with the relevant Project Executing Agency; and
- Where gaps against CI-GEF requirements are identified, a Corrective Action Plan (CAP) that includes technically and financially reasonable measures for the project to achieve compliance with CI-GEF guidelines within a time frame acceptable to CI-GEF will be recommended by the audit team to the relevant Project Executing Agency.

## **2.2. Deliverables & Deliverables Schedule**

The ESG **audit report(s)** should be received by CI-GEF no later than **one month** after the completion of the ESG audit. The ESG audit report(s) will include all aspects specified in the preceding paragraphs (SCOPE and AUDIT ACTIVITIES). The report shall highlight the strengths of the project's ESMS; deficiencies that preclude the project from fully complying with CI-GEF standards and guidelines; and, where relevant, the CAP.

The report shall be summarized in a Management Letter that includes, but is not limited to, the following points:

- Degree of compliance with CI-GEF ESMF and GEF-7 Core Indicators, including degree of compliance compared to the project commitments;
- Achievement of Global Environmental Benefits (GEB);
- Where applicable, actions taken by the management of the Project Executing Agency to make improvements with respect to compliance gaps reported in the past; and
- Issues that have come to attention during the audit which may have a significant impact on the implementation of the project.

The auditor should be given access to all legal documents, correspondence, and any other information associated with the project and deemed necessary by the audit team.

These terms of reference will remain effective for future years unless it is terminated, amended or superseded.

Any information obtained during the auditing process is confidential. The final report will be shared with CI-GEF and the GEF Secretariat following confidentiality rules.

## **Section 3. Procurement and Contract Standards.**

### **3.1 CI's Service Agreement Template (including Code of Ethics)**

SERVICE AGREEMENT  
BETWEEN  
CONSERVATION INTERNATIONAL FOUNDATION  
AND

**ENTER SERVICE PROVIDER NAME**

**Service Agreement Number:** **[ENTER BUSINESS WORLD CMF NUMBER]**

**Project Title:** **[ENTER PROJECT TITLE]**

This Services Agreement (the 'Agreement') is made and entered into as of **[insert date]** (the 'Effective Date') by and between Conservation International Foundation ('CI'), a nonprofit public benefit corporation organized under the laws of the State of California and **[NAME]**, a **[type legal entity e.g. sole proprietor, partnership, corporation, etc.]** ('Service Provider').

Funding in support of this Agreement is made available from the Global Environment Facility ('GEF' or 'Prime Donor') under the terms of separate agreements between CI and the GEF, and between CI and the International Bank for Reconstruction and Development (the 'World Bank') as Trustee of the **[NAME OF FUND]** (the 'GEF Trust Fund'). CI is required under the terms of such agreements to flow down certain funding terms imposed by the GEF to any recipients of such funding; provided, however, that Service Provider understands and agrees that neither the World Bank nor the GEF are parties to this Agreement and have assumed no obligations vis-à-vis the Service Provider. As a GEF Project Agency, CI is accountable to the GEF Council for GEF financed activities and to ensure that such activities are carried out in accordance with CI and GEF policies, criteria and procedures.

1. Services; Project Description. CI hereby engages Service Provider as an independent contractor, on a non-exclusive basis, to perform the activities and provide the deliverables set forth below (the 'Services'), as may be modified from time to time:

**[INCLUDE OVERALL DESCRIPTION OF PROJECT, SPECIFY EXPECTED OUTCOMES; AND**

**CHOOSE TABLE 1 FOR SERVICES AGREEMENT WITH PAYMENT AGAINST DAILY RATE, CHOOSE TABLE 2 FOR SERVICES AGREEMENT WITH PAYMENT AGAINST DELIVERABLES ONLY]**

#	Allotted days	Activity	Due date	Deliverable
1				
2				
3				
4				
5				
6				
7				
8				
9				

#	Allotted days	Activity	Due date	Deliverable

#	Activity	Due date	Deliverable
1			
2			
3			
4			
5			
6			
7			
8			
9			

During the Period of Performance (as defined in Section 2) of this Agreement, CI shall have the right to request reasonable changes to the scope of the Services. All changes shall be in writing and signed by authorized representatives of the parties. Service Provider shall receive technical direction from **CI REPRESENTATIVE'S NAME AND TITLE** or his/her designee, as authorized in writing.

Service Provider shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all Services and Deliverables rendered (whether sub-contracted or performed directly). Service Provider represents and warrants and shall cause all sub-contractors to represent and warrant (i) that Services will be performed in a professional and workmanlike manner in accordance with the highest standards in performing comparable services under similar conditions, (ii) that Service Provider (and as applicable, any sub-contractors) will comply with all laws and regulations in the geographies where Services are performed, and (iii) that no Services or Deliverables will knowingly infringe upon, misappropriate or otherwise violate the intellectual property of any third-party.

2. Period of Performance. The Performance Start Date is **[DATE]**. The Performance End Date is **[DATE]** unless otherwise modified, or the Agreement is terminated in accordance with Section 5. Any extension of the Period of Performance requires a written amendment of this Agreement signed by authorized representatives of both Parties.
  
3. Compensation.
  - a. Fee for Services. In consideration of Service Provider's performance of the Services during the Period of Performance, CI shall pay Service Provider an amount **[choose among the following options, depending on payment terms – if these options do not apply to the contractual arrangement, write it up as best you can]**

**[OPTION 1 not to exceed amount, based on labor rate]** not to exceed US\$ **[ ]** which is based on a rate of US\$ **[ ]** per **[hour/day/week]** for such times as the Service Provider actually performs Services under this Agreement.

**[OR OPTION 2, fixed price contract]** equal to US\$ **[click and type amount]**.
  - b. Service Provider shall use its best efforts to minimize the financing of any taxes on goods and services, or the importation, manufacture, procurement or supply thereof. If Service Provider is eligible to apply for refunds on taxes paid, Service Provider shall do so. Any tax savings should be reflected in the Service Fee. Service Provider hereby expressly binds itself to include language substantially reflecting the terms of this provision in all subcontracts issued under this Agreement.
  - c. Expenses. **[OPTION 1]** The Fee for Services set forth above is inclusive of all expenses.

**[OPTION 2]** CI agrees to reimburse Service Provider for reasonable, documented out of pocket expenses as indicated below or authorized by CI in writing prior to incurrence: **[include expense budget and budget cap]**

Service Provider must provide receipts or invoices for all expenses of US\$40.00 or more. Total expenses shall not exceed those set forth in the attached budget without prior written approval of CI.
  - d. All activities and expenditures must occur during the Period of Performance of this Agreement to be reimbursable.
  - e. Payment Terms. **[PLEASE CHOSE APPROPRIATE OPTION]**
  - f. **[EXAMPLE 1]** Payment shall be made against invoice(s). Service Provider shall invoice CI on a monthly basis. Service Provider shall provide invoices to CI containing name and address, place of performance, days/period and hours worked according to activities and deliverables (as defined in Section 1), and payment instructions. Invoices for reimbursable expenses shall be accompanied by an itemized account of such expenses, together with original receipts for expenses over \$40.00. All amounts will be paid within thirty (30) days after receipt Service Provider's invoice.

**[EXAMPLE 2]** Payment shall be made in accordance with the following payment milestones:

    - (1) \$ \_\_\_ upon completion and CI's acceptance of deliverable No. 1,
    - (2) \$ \_\_\_ upon completion and CI's acceptance deliverable No. 2,
    - (3) \$ \_\_\_ upon completion and CI's acceptance of final deliverable.

Service Provider shall provide invoices to CI containing name and address, place of performance, activities and deliverables (as defined in Section 1) completed and accepted, and payment instructions. Invoices for reimbursable expenses, if any, shall be accompanied by an itemized account of such expenses, together with original receipts for

expenses over \$40.00. All amounts will be paid within thirty (30) days after receipt of Service Provider's invoice.

- g. Service Provider shall provide an IRS W-9 form for U.S. entities, or an IRS W-8 form for non-U.S. entities.
4. Acceptance of Deliverables; Time is of the Essence.
- a. Acceptance Criteria. Service Provider is expected to perform the Services and Deliverables in accordance with the following acceptance criteria, which may be revised and supplemented from time to time during the Period of Performance of this Agreement to accommodate for successful performance of the Services.
 

**[INCLUDE ACCEPTANCE CRITERIA AGAINST WHICH THE ACCEPTANCE PROCEDURE DESCRIBED IN 4 B MAY BE CARRIED OUT; PLEASE BE SPECIFIC IN DEFINING THE ACCEPTANCE CRITERIA, AS THIS CONSTITUTES A MAJOR AREA FOR DISPUTES BETWEEN CI AND SERVICE PROVIDERS]**
  - b. Acceptance. In the event that a Deliverable meets CI's acceptance criteria, CI shall notify the Service Provider via email that such Deliverable has been accepted. In the event that a Deliverable does not meet CI's acceptance criteria, CI shall advise the Service Provider via email as to which aspects of the Deliverable require revision. Service Provider shall implement such revisions in accordance with CI's instructions and deliver the revised Deliverable to CI for review within **[INCLUDE APPROPRIATE AMOUNT OF BUSINESS DAYS]** business days following receipt by Service Provider of the revision request. CI may request that this process be repeated for as many times as necessary to meet the acceptance criteria. Time spent on necessary revisions to meet acceptance criteria may not be charged to CI, unless authorized in writing by CI.
  - c. Time is of the Essence. Service Provider shall perform the Services in strict compliance with the Delivery Schedule set forth in Appendix 1. Time is of the essence with respect to all aspects of this Agreement and the subject matter hereof.
5. Termination. Either party may terminate this Agreement at any time upon ten (10) days prior written notice. In such event, Service Provider shall provide to CI all deliverables (including all embodiments thereof) completed or partially completed up to the effective date of termination to CI in a format and medium specified by CI, and CI shall pay a pro-rated fee for all Services provided by the Service Provider in good faith prior to the effective date of termination. Any payment effected by CI in excess of the pro-rated fee due on the effective date of termination shall be returned by the Service Provider immediately upon request by CI. If CI terminates this Agreement due to a material breach by Service Provider or due to the Service Provider's failure to perform any of the Services to CI's satisfaction, CI may withhold payment for any such unsatisfactory Services until such Services are performed to CI's satisfaction.
6. Indemnification. Service Provider hereby covenants and agrees to indemnify CI and the GEF and to defend and hold CI harmless from and against any and all liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or resulting from any claim, action or other proceeding (including any proceeding by any of Service Provider's employees, agents or contractors) related to or arising out of the performance of the Services under this Agreement.
7. Relationship of CI and Service Provider. **[CHOOSE (A) OR (B) DEPENDING ON WHETHER SERVICE PROVIDER IS A COMPANY OR AN INDIVIDUAL – DELETE THE PARAGRAPH WHICH DOES NOT APPLY]**
- a. **[IF A COMPANY]** Service Provider is not an employee, agent, or assign of CI or the GEF for any purposes whatsoever. Accordingly, Service Provider shall be solely responsible for all matters relating to the employment of its personnel including, but not limited to, compliance with all applicable workers' compensation, unemployment compensation, and

social security laws and with all withholding and all other federal, state and local laws and regulations governing such matters. CI shall not provide Service Provider or its employees with any insurance or other benefits including, but not limited to, unemployment, medical, dental, worker's compensation, and/or disability insurance.

- b. **[IF AN INDIVIDUAL]** Service Provider is performing the Services as an independent contractor of CI and not as an employee, agent or assign of CI or the GEF for any purposes whatsoever including, but not limited to, federal, state, or local taxes, payroll tax or workers' compensation coverage. Accordingly, CI shall not withhold or pay federal, state or local income tax, or payroll tax of any kind on behalf of Service Provider, nor shall CI provide Service Provider with any insurance or other benefits including, but not limited to, unemployment, medical, dental, worker's compensation and/or disability insurance. **Service Provider understands that he/she is responsible to pay, according to law, his/her income, and all other applicable taxes.**
  - c. **[APPLICABLE TO BOTH COMPANIES AND INDIVIDUALS]** Service Provider is performing the Services as an independent contractor of CI and not as an officer, employee, partner or agent of CI, or the GEF. Accordingly, Service Provider has no right or authority to assume or create any obligation of any kind or to make any representation or warranty, whether expressed or implied, on behalf of CI or to bind CI in any respect.
8. Government Officials and Employees. Service Provider hereby certifies that no assistance, payments or anything of value (monetary or non-monetary) shall be made, promised, offered to or accepted by any government employee or official (a) in contravention of any U.S. or other applicable law or regulation including, but not limited to, the U.S. Foreign Corrupt Practices Act; (b) without the express consent of the government for which the employee or official works; and (c) that is not reasonable, *bona fide*, and directly related to the activities funded under this Agreement. It is Service Provider's responsibility to ensure compliance with this clause, and to maintain and provide at CI's request, documentation demonstrating such compliance. Service Provider hereby certifies that no payments or other form of assistance shall be made to or accepted by any government employee or official (x) to influence any official government act or decision; (y) to induce any government employee or official to do or omit to do any act in violation of his or her lawful duty; or (z) to obtain or retain business for, or direct business to any individual or entity. If Service Provider is a government employee or official, Service Provider shall recuse him/herself from any governmental act or decision affecting CI, and shall not influence any governmental act or decision affecting CI. Under no circumstances shall any payments or anything of value be given, made, promised, or offered to any U.S. Federal, State, or local employee or official.
  9. Confidential Matters and Proprietary Information. During the course of this Agreement, either party may acquire confidential information or trade secrets of the other ("Confidential Information"). Each party agrees to keep all such Confidential Information in a secure place and further agrees not to publish, communicate, divulge, use, or disclose, directly or indirectly, for its own benefit or for the benefit of another, either during or after the performance of this Agreement, any of the Confidential Information, except as may be required by law or this Agreement. Upon termination or expiration of this Agreement, each party shall deliver all Confidential Information produced or acquired during the performance of this Agreement and all copies thereof to the other. This obligation of confidence shall not apply with respect to information that is (a) available to the receiving party from third parties on an unrestricted basis; (b) independently developed by the receiving party; or (c) disclosed by the other party to others on an unrestricted basis.
  10. Intellectual Property

**[CHOOSE BETWEEN THE FOLLOWING TWO OPTIONS – NOTE THAT THE FIRST OPTION IS RECOMMENDED]**

**[CI OWNERSHIP – NO LICENSE TO SERVICE PROVIDER]** All work product created, prepared, procured, generated or produced by Service Provider under this Agreement and delivered to CI including, but not limited to, raw or processed data, articles, reports, drawings, computer databases, and all other memoranda (collectively, "Works"), shall belong solely and exclusively to

CI. All Works shall be deemed “works made for hire” within the meaning of U.S. copyright law, and CI shall be deemed the author of the Works. If for any reason, any Work is not deemed a “work made for hire,” or all rights in and to any Work are deemed not to vest in CI, Service Provider hereby irrevocably assigns and transfers any rights it may retain in and to the Works to CI and waives all its rights, title, and interest in and to the Works, including moral rights. Upon CI’s request and at its expense, Service Provider agrees to cooperate with and assist CI in perfecting its rights in and to the Works, including executing appropriate documents.

CI will have the sole right to copyright the Works, except that Service Provider grants to CI a nonexclusive, irrevocable royalty-free license to reproduce, translate, publish, use and dispose of, and to authorize others to so do, all copyrighted or copyrightable material not first produced or prepared by Service Provider in the performance of this Agreement, but which is incorporated in the Works, provided that such license shall be only to the extent that the Service Provider now has, or prior to completion of the Agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant. To the extent that the Works contain any material to which Service Provider does not have the right to grant such license, Service Provider will assume responsibility for obtaining all necessary rights for use, reproduction, translation, publication and disposition of that material by CI.

**OR**

**CI OWNERSHIP – LICENSE TO SERVICE PROVIDER TO USE** All work product created, prepared, procured, generated or produced by Service Provider under this Agreement and delivered to CI including, but not limited to, raw or processed data, articles, reports, drawings, computer databases, and all other memoranda (collectively, “Works”), shall belong solely and exclusively to CI. CI hereby grants to Service Provider a nonexclusive, revocable, royalty-free license to reproduce, translate, publish and use, and to authorize others to so do, all copyrightable Works first produced or prepared under this Agreement by Service Provider; provided, however, that Service Provider understands and agrees that this license does not include the right to the first publication of any Works, which right shall belong solely to CI.

CI will have the sole right to copyright such Works, except that Service Provider grants to CI a nonexclusive, irrevocable royalty-free license to reproduce, translate, publish, use and dispose of, and to authorize others to so do, all copyrighted or copyrightable material not first produced or prepared by Service Provider in the performance of this Agreement, but which is incorporated in the Works, provided that such license shall be only to the extent that the Service Provider now has, or prior to completion of the Agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant. To the extent that the Works contain any material to which Service Provider does not have the right to grant such license, Service Provider will assume responsibility for obtaining all necessary rights for use, reproduction, translation, publication and disposition of that material by CI.

**[This section stays in regardless of the option chosen above]** Service Provider agrees not to make any use of the logo or the name of CI or the GEF, except as expressly authorized in writing. Any approved use of the GCF logo shall be in accordance with the GEF Branding Guide (available at [https://www.thegef.org/sites/default/files/documents/GEFBrand\\_Guidelines\\_EXT~\\_0.pdf](https://www.thegef.org/sites/default/files/documents/GEFBrand_Guidelines_EXT~_0.pdf))

11. CI-GEF Environment Social Management Framework (ESMF) In accordance with CI’s GEF/GCF ESMF (available at [https://www.conservation.org/docs/default-source/gef-documents/ci-gef-environmental-and-social-management-framework-\(esmf\)-version-06](https://www.conservation.org/docs/default-source/gef-documents/ci-gef-environmental-and-social-management-framework-(esmf)-version-06)), the Service Provider hereby represents that in carrying out the Services it will not source natural resource commodities that contribute to significant conversion or degradation of Natural Habitats (as defined in the ESMF). The Service Provider further agrees to cooperate with CI and to provide all information reasonably requested to support the implementation and monitoring of the ESMF to the extent that the provision of Services/Deliverables triggers any environmental and social safeguards described in the ESMF. Service Provider hereby expressly binds itself to include language substantially reflecting the terms of this provision in all subcontracts issued under this Agreement.

12. Security and Safety. Service Provider agrees that s/he has read, understands and shall comply with any applicable security regulations provided by CI, and acknowledges that Service Provider shall be solely responsible for Service Provider's own safety and physical property or equipment during the performance of this Agreement. **IN THE EVENT OF HIGH RISK ACTIVITIES, PLEASE CONTACT GCO FOR INCORPORATION OF A RELEASE OF LIABILITY**
13. Travel. Service Provider shall be solely responsible for any travel arrangements, travel insurance, and all arrangements for visas, passports, or immunizations.
14. Choice of Law; Arbitration. This Agreement shall be construed and enforced in accordance with the laws of the District of Columbia, USA, applicable to contracts fully executed and performed therein and without giving effect to its conflict of laws principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration before a single arbitrator in Washington, DC, under the rules of the American Arbitration Association in effect at the time of commencement of the arbitration, and the parties agree that judgment upon the award rendered by the arbitrator shall be final, binding and may be entered in any court having jurisdiction thereof.
15. Compliance with Law; CI Code of Ethics, and the GEF. Service Provider will perform the Services in compliance with (i) the U.S. Foreign Corrupt Practices Act and Office of Foreign Asset Control regulations, as well as (ii) all laws and regulations of the country in which the Services are performed (including, but not limited to, such relating to bribery, corruption, terrorism financing, and equal employment opportunity, as well as all the generally accepted standards applicable to such work) as if such aforementioned laws and regulations directly reached the activities of the Service Provider. Further, Service Provider agrees to perform all Services and to conduct all activities related thereto in accordance with CI's Code of Ethics, a copy of which is attached hereto as Appendix 2 and incorporated by reference.

Service Provider shall provide copies of or provide access to CI, and the GEF, their representatives, and assignees, to inspect, review, or audit any and all records relating to this Services Agreement.

16. Service Provider's Anti-Terrorism Representation and Warranty. Service Provider is hereby notified that U.S. Executive Orders, U.S., and other international law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. Service Provider, therefore, represents and warrants that Service Provider has not provided, and will take all reasonable steps to ensure that Service Provider does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitate, or participated in terrorist acts, and is compliant with all other applicable provisions of such U.S. Executive Orders and U.S. law.
17. Counterparts And Facsimile Signatures.
- a. Each party agrees that the other party may rely on a facsimile copy of the signature of a duly authorized signatory and that upon the exchange of such facsimile signatures, electronically or otherwise, this Agreement shall be binding between the parties whether or not hard copies of this Agreement are ever exchanged between them
  - b. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument even though all the parties are not signatories to the original or the same counterpart.

18. Severability. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

19. No Third-Party Beneficiaries. Except as expressly set forth herein, neither party intends that this Agreement shall benefit or create any right or cause of action in or on behalf of any person or entity other than the Service Provider and CI. 20. Non-Assignment. This Agreement shall not be transferred or assigned by Service Provider without prior written consent of CI.

20. Grievance Mechanism. Service Provider is responsible for the implementation and monitoring of the Code of Ethics (Attachment 2). Service Provider shall immediately report any allegations or suspicions of violations of Funding Terms and Conditions (including the Policy on Environmental and Social Safeguards, Prohibited Practices and Code of Ethics available at <https://www.conservation.org/gef/about>) or other Project related grievances. Grievances will be addressed in accordance with the grievance mechanism described in the Project Environmental and Social Management Framework or CI-GEF's Mechanism for Integrity-Related Grievances, as applicable. Service Provider shall ensure that all of its employees, sub-contractors, and sub-grantees are informed of Grantor's grievance mechanism at [www.ci.ethicspoint.com](http://www.ci.ethicspoint.com) or via phone to a local dial-in number displayed at [www.ciethicspoint.com](http://www.ciethicspoint.com) ("CI Ethics Hotline"). CI will promptly investigate any grievances submitted to the CI Ethics Hotline. CI will treat complaints as confidential to the extent possible, with the understanding that confidentiality may not be maintained where identification is required by law or to enable CI or law enforcement to conduct an adequate investigation.

Service Provider shall not retaliate against any employee or other person who submit such grievances in good faith. Retaliation is subject to termination of this Agreement and other sanctions, including ineligibility of Service Provider to submit future proposals to CI for GEF-related activities.

Service Provider hereby expressly binds itself to include language substantially reflecting the terms of this provision in all sub-contracts and sub-awards issued under this Agreement.

21. Audit; Financial Review. The Service Provider shall permit CI or the GEF, or any party designated by CI or the GEF, to inspect performance sites and/or the accounts and records of the Service Provider relating to the performance of this Agreement, and to make such accounts and records available to CI or the GEF for review, or to have them audited by auditors appointed by CI or the GEF, if so requested by CI or the GEF.
22. Waiver. Either party may specifically waive any rights under this Agreement by the other party, but no such waiver shall be deemed effective unless in writing, signed by the waiving party, and specifically designating the rights waived. No waiver shall constitute a continuing waiver of similar or other rights.
23. Entire Agreement; Amendments. This Agreement supersedes all prior oral or written agreements between the parties and constitutes the entire Agreement between the parties. Unless indicated otherwise herein, this Agreement may not be amended, supplemented, or modified in any respect except by a written agreement signed by both parties.
24. Notices. Notice under this Agreement shall be deemed to have been sufficiently given either when served personally or when sent by first-class registered mail addressed to the parties at the addresses set forth below. CI shall not be liable for, nor shall Service Provider be liable to perform, services or expenses incurred after the receipt of notice or termination.

If to Service Provider:

[Click and type Contractor name]  
[Click and type Contractor Address]  
Phone: [Click and type Contractor phone]

If to CI:

Attn: [Click and type contact person]  
Conservation International Foundation  
2011 Crystal Drive, Suite 600  
Arlington, VA 22202  
Phone: 703.341.2400

The authorized representatives of the parties hereto have caused this Agreement to be executed as of the date first written above.

**[CLICK AND TYPE CONTRACTOR NAME]**

Conservation International Foundation

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Date:

**[Click here and type Title]**

---

Date:

[Name and Title of CI representative]  
Conservation International

**APPENDIX 1**  
**DELIVERY SCHEDULE**

## APPENDIX 2

### CI's CODE OF ETHICS

Conservation International's reputation derives from our commitment to our core values: **Integrity, Respect, Courage, Optimism, and Passion and Teamwork**. CI's Code of Ethics (the "Code") provides guidance to CI employees, service providers, experts, interns, and volunteers in living CI's core values, and outlines minimum standards for ethical conduct which all parties must adhere to.

**Any violations of the Code of Ethics should be reported to CI via its Ethics Hotline at [www.ci.ethicspoint.com](http://www.ci.ethicspoint.com).**

CI relies on the personal integrity, good judgment and common sense of all third parties acting on behalf, or providing services to the organization, to deal with issues not expressly addressed by the Code or as noted below.

#### Integrity:

- Act in good faith, responsibly, with due care, competence and diligence and maintain the highest professional standards at all times.
- Comply with all contractual terms as well as all applicable laws, rules and regulations, domestic and international, in every country where CI works.
- Reflect actual expenses or work performed in expense reports, timesheets, and other records.
- Never engage in any of the following acts: falsification of business document or receipts, theft, embezzlement, diversion of funds, bribery, or fraud.

#### Transparency:

- Perform duties, exercise authority and use CI resources and assets in the interest of the organization and never for personal benefit.
- Avoid conflicts of interest and not allow independent judgment to be compromised.
- Not accept gifts or favors in excess of \$150 from vendors, consultants, or grantees.

#### Accountability:

- Disclose to a supervisor and the General Counsel's Office, at the earliest opportunity, any information you have or become aware of, that may result in a real or perceived conflict of interest or impropriety.
- Exercise responsible stewardship over CI's assets and resources; spend funds wisely, in the best interests of CI and in furtherance of its mission. Adhere to and respect the wishes of its donors.
- Manage programs, activities, staff and operations in a professionally sound manner, with knowledge and wisdom, and with a goal of increasing overall organizational performance.
- .

#### Confidentiality:

- Not disclose confidential or sensitive information obtained during the course of your work with CI.
- Protect confidential relationships between CI and its grantees, donors and vendors.

Mutual Respect and Collaboration:

- Assist its partners in building the necessary capacity to carry out conservation programs efficiently and effectively and to manage funds in a fiscally and operationally prudent manner.
- Create constructive relationships with grant-seekers and other partners based on mutual respect and shared goals by communicating clearly and timely and respecting our partners' expertise in their field of knowledge.
- Engage with indigenous peoples and local communities in which CI works in a positive and constructive manner that respects the culture, laws, and practices of those communities, with due regard for the right of free, prior and informed consent.

**I hereby acknowledge receipt of CI's Code of Ethics and certify agreement and compliance therewith.**

FOR SERVICE PROVIDER:

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

Title: \_\_\_\_\_

**3.2 Offeror Representation of Transparency, Integrity, Environmental and Social Responsibility This document to be signed by the Offerors or (Offerors representative) and must be submitted with the proposal to CI. No revisions may be made to this section.**

Solicitation Number: **007**

All Offerors are expected to exercise the highest standards of conduct in preparing, submitting and if selected, eventually carrying out the specified work in accordance with CI's Code of Ethics. CI's Code of Ethics provides guidance to CI employees, service providers, experts, interns, and volunteers in living CI's core values, and outlines minimum standards for ethical conduct which all parties must adhere to. Any violations of the Code of Ethics should be reported to CI via its Ethics Hotline at [www.ci.ethicspoint.com](http://www.ci.ethicspoint.com).

CI relies on the personal integrity, good judgment and common sense of all third parties acting on behalf, or providing services to the organization, to deal with issues not expressly addressed by the Code or as noted below.

**I. With respect to CI's Code of Ethics, we certify:**

- a. We understand and accept that CI, its contractual partners, grantees and other parties with whom we work are expected to commit to the highest standards of Transparency, Fairness, and Integrity in procurement.

**II. With respect to social and environmental standards, we certify:**

- a. We are committed to high standards of ethics and integrity and compliance with all applicable laws across our operations, including prohibition of actions that facilitate trafficking in persons, child labor, forced labor, sexual abuse, exploitation or harassment. We respect internationally proclaimed human rights and take no action that contributes to the infringement of human rights. We protect those who are most vulnerable to infringements of their rights and the ecosystems that sustain them.
- b. We fully respect and enforce the environmental and social standards recognized by the international community, including the fundamental conventions of International Labour Organization (ILO) and international conventions for the protection of the environment, in line with the laws and regulations applicable to the country where the contract is to be performed.

**III. With respect to our eligibility and professional conduct, we certify:**

- a. We are not and none of our affiliates [members, employees, contractors, subcontractors, and consultants] are in a state of bankruptcy, liquidation, legal settlement, termination of activity, or guilty of grave professional misconduct as determined by a regulatory body responsible for licensing and/or regulating the offeror's business

- b.** We have not and will not engage in criminal or fraudulent acts. By a final judgment, we were not convicted in the last five years for offenses such as fraud or corruption, money laundering or professional misconduct.
- c.** We are/were not involved in writing or recommending the scope of work for this solicitation document.
- d.** We have not engaged in any collusion or price fixing with other offerors.
- e.** We have not made promises, offers, or grants, directly or indirectly to any CI employees involved in this procurement, or to any government official in relation to the contract to be performed, with the intention of unduly influencing a decision or receiving an improper advantage.
- f.** We have taken no action nor will we take any action to limit or restrict access of other companies, organizations or individuals to participate in the competitive bidding process launched by CI.
- g.** We have fulfilled our obligations relating to the payment of social security contributions or taxes in accordance with the legal provisions of the country where the contract is to be performed.
- h.** We have not provided, and will take all reasonable steps to ensure that we do not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitate, or participated in terrorist acts, and we are compliant with all applicable Counter-Terrorist Financing and Anti-Money Laundering laws (including USA Patriot Act and U.S. Executive Order 13224).
- i.** We certify that neither we nor our directors, officers, key employees or beneficial owners are included in any list of financial or economic sanctions, debarment or suspension adopted by the United States, United Nations, the European Union, the World Bank, or General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension".

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_