

Request for Proposals (RFP)

March 31, 2021

RFP No. CI GEF MFSSSF-008

Conservation International Foundation (hereinafter referred to as “CI”) under Global Environmental Facility (GEF-Agency), is issuing a Request for Proposal (RFP) for **Midterm Evaluation (MTE)** for the “*The Meloy Fund: A Fund for Sustainable Small-Scale Fisheries in Southeast Asia*” program.

Successful offeror shall have the human resources to perform the evaluation in Indonesia and the Philippines.

The award will be in the form of Firm Fixed Price Contract (hereinafter referred to as “the contract”). The successful offeror(s) shall be required to adhere to the code of ethics, statement of work, and the terms and conditions of the contract. A Firm-Fixed-Price Contract provides for a price that is not subject to any adjustment on the basis of the contractor’s cost experience in performing the contract.

Interested offerors must submit a proposal for the anticipated agreement by sending an email indicating their intention to CIProcurement@conservation.org by 5:00 PM (EST) on May 25, 2021.

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, Eligibility and 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

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.

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SECTION 1 PROPOSAL INSTRUCTIONS

1.1 Introduction

CI, the Contracting entity, is soliciting offers from firms to submit their full proposals to carry out Midterm Review of GEF funded project. When submitting a proposal, please include the RFP number the evaluation your firm is bidding on, the Budget Template, and your final Bid. **Please note that the firm chosen to carry out this Mid-Term Evaluation is automatically disqualified from carrying out the Terminal Evaluation for this program.** A different firm will be chosen to conduct the Terminal Evaluation, through a separate RFP process. This measure has been adopted to enhance the objectivity of the results of both evaluations.

In order to have a successful bid, the proposed staff must have previous experience with GEF evaluations. **Not having GEF evaluation experience will negatively impact the scoring evaluation section (in section1.5).**

General Background: All Global Environment Facility (GEF) funded projects are required to complete an Evaluation. For certain projects, a Mid-Term Evaluation (MTE) of a program is required, in addition to a Terminal Evaluation (TE). This is designed to provide a comprehensive and systematic account of the performance of a completed project by assessing its design, implementation, and achievement of objectives. The evaluations are expected to: promote accountability and transparency; and facilitate synthesis of lessons. Also, the MTE will provide feedback to allow the GEF Independent Evaluation Office (IEO) to identify recurring issues across the GEF portfolio; and, contribute to GEF IEO databases for aggregation and analysis.

This RFP does not obligate CI to execute a contract(s) nor does it commit CI to pay any costs incurred in the preparation or submission of the proposals. Furthermore, CI reserve the right to reject any and all offers, if such action is considered to be in the best interest of CI.

1.2 Proposals Deadline

Offerors shall submit their offers electronically at the following email address, CIProcurement@conservation.org

Offers must be received no later than 5:00 PM EST May 25, 2021. Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. Late offers may not be considered.

1.3 Instruction for Offerors

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

- A. Technical proposal
 - B. Cost proposal, and
 - C. Offeror Representation of Transparency, Integrity, Environmental and Social Responsibility
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A. 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. Proposed staff must have previous experience with GEF evaluations. Due to COVID 19 concerns and to promote local staffing, firms that have an established presence in the country(ies) where the evaluation will take place will be given preference. This will be reflected under Section 2 of the Evaluation Criteria.

One of the key facets of the Evaluation Criteria is the Personnel Qualifications for carrying out the evaluation. In providing CI with the CVs for the key personnel, this provides a baseline for that evaluation. Therefore, changes in key personnel under the contract must be pre-approved by CI in writing, to ensure that the substitute personnel have the similar vigor in terms of qualifications.

If the Offeror issues a Subcontract, Subcontractors meet the technical profile required: language skills, GEF evaluation experience and ability to travel to the designated locations, and must be pre-approved by CI.

- 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.

B. Cost Proposal

Offerors shall use the cost proposal template provided for this RFP. 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 and fees. 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 price out the deliverables listed in section II. Expected Outputs and Deliverables on page 9 for Mid-term Evaluation** and provide at a minimum their hourly or daily rate, travel, and any other anticipated cost. Please refer to the Budget Template attached for details. 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.

C. 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 and can be found in [Section 5](#) to the RFP.

1.4 Chronological List of Proposal Events

Offerors must strictly follow the calendar of important dates in the solicitation process. The dates can be modified at the sole discretion of CI. Any changes will be published in an amendment to this RFP.

| | |
|-------------------|----------------|
| RFP Issued | March 31, 2021 |
| Proposal Due Date | May 25, 2021 |
| Award-Interview | June 23, 2021 |

1.5 Evaluation and Basis for Award

Award(s) will be made to the offeror(s) whose proposal is determined to be responsive to this solicitation document, meets the technical capability requirements, and is determined to represent the most advantageous to CI. CI reserve the right to split the award (s) among the highest ranked offerors, if such action is considered to be in the best interest of CI.

| | Evaluation Criteria | Total Possible Points |
|------------|--|------------------------------|
| I | Technical Proposal Part I- Technical Approach, Methodology, and Detailed Work Plan | |
| 1 | Does the proposal clearly explain, understand and respond to the objectives of the project as stated in the Scope of Work? | 10 |
| 2 | Does the organization have an established presence in the country (directly or through a subcontractor) where the evaluation will take? | 10 |
| 3 | Does the proposed program approach and detailed activities and timeline fulfill the requirements of executing the Scope of Work effectively and efficiently? | 15 |
| 4 | Does the proposal demonstrate the Offeror's knowledge related to technical sectors required by the Scope of Work? | 10 |
| II | Technical Proposal -Part II- Management, Key Personnel, and Staffing Plan | |
| 5 | Personnel Qualifications – Do the proposed team members have necessary experience and capabilities to carry out the Scope of Work? | 15 |
| 6 | Does the organization have extensive experience conducting GEF evaluations? | 15 |
| III | Technical Proposal -Part III - Corporate Capabilities, Experience, Past Performance, and references | |

| | | |
|-----------|---|----|
| 7 | Company Background and Experience – Does the company have experience relevant to the project Scope of Work? | 10 |
| IV | Cost Proposal- Cost- Includes (Travel, Fee, Charges, any other expenses) | |
| 8 | Cost- Lowest Cost | 15 |

SECTION 2 SCOPE OF WORK MIDTERM REVIEW

This section is broken down into

2.1 Midterm Review

The Global Environment Facility (GEF) requires Midterm Evaluations (MTEs) for full-sized projects and encourages MTEs for medium-sized projects. MTEs are conducted by independent consultants and are used as an adaptive management tool by GEF Agencies and as a portfolio monitoring tool by the GEF Secretariat. MTEs are primarily a monitoring tool to identify challenges and outline corrective actions to ensure that a project is on track to achieve maximum results by its completion. **All reports that are submitted must be in English.**

I. Scope of Work:

1. Based on an approved work plan, the consultant will conduct first a desk review of project documents (i.e. PIF, CI-GEF Project Document, plans related to the Environmental and Social Safeguards, Gender, Stakeholder Engagement policies, Project Inception Report, Quarterly Reports, Project Implementation Reports, Finalized GEF focal area Tracking Tools or Core Indicators, policies and guidelines used by the Executing Agency, CI-GEF Evaluation Policy, GEF Monitoring Policy, GEF Evaluation Policy, project operational guidelines, manuals and systems, etc.)
2. The consultant will host an MTE workshop (in person/virtual) with the Executing Agencies to clarify understanding of the objectives and methods of the MTE. The conclusion of the workshop will be summarized in an Inception Workshop Report with the following information:
 - a. Identification of the subject of the review, and relevant context
 - b. Purpose of the MTE: why is the MTE being conducted at this time, who needs the information and why?
 - c. Objectives of the MTE: What the MTE aims to achieve (e.g. assessment of the results of the project, etc.)
 - d. Scope: What aspects of the project will be covered, and not covered, by the MTE
 - e. Identification and description of the criteria (including relevance, effectiveness, results, efficiency, and sustainability)
 - f. Key questions
 - g. Methodology including approach for data collection and analysis, and stakeholder engagement
 - h. Rationale for selection of the methods, and selection of data sources (i.e. sites to be visited, stakeholders to be interviewed)
 - i. System for data management and maintenance of records
 - j. Intended products and reporting procedures
 - k. Potential limitations of the MTE
3. The consultant will then undertake the midterm review of the project, including any interviews and site visits. The consultant should work with the Executing Agency(ies) to identify the list of stakeholders to be consulted as part of the MTE; it is expected that the Operational Focal Point and government counterparts engaging on the project should be in the list of stakeholders included in the MTE.

4. The consultant will produce a draft and final Midterm review report. The draft and final reports should at the minimum contain the information below:

Executive summary including a table of recommendations

Project Strategy (Results Framework):

- Undertake a critical analysis of the project's results framework, indicators and targets, assess how 'SMART' the midterm and end-of-project targets are (Specific, Measurable, Attainable, Relevant, Time-bound), and suggest specific amendments/revisions to the targets and indicators as necessary;
- Examine if progress so far has led to, or could in the future catalyze beneficial development effects that should be included in the project results framework and monitored on an annual basis.

Project Justification (design of the GEF project):

- Review the problem addressed by the project and the underlying assumptions.
- Review the effect of any incorrect assumptions or changes to the context to achieving the project results as outlined in the Project Document;
- Review the relevance of the project strategy and assess whether it provides the most effective route towards expected/intended results;
- Review how the project addresses country priorities;
- Review decision-making processes, project governance, implementing and executing arrangements.

Progress Towards Results:

- Review the logframe indicators against progress made towards the end-of-project targets; color code progress in a 'traffic light system' based on the level of progress achieved; assign a rating on progress for the project objective and each outcome; make recommendations from the areas marked as 'not on target to be achieved' (red);
- Compare and analyze the GEF Tracking Tool or Core Indicators at the Baseline with the one completed right before the Midterm Review;
- Identify remaining barriers and bottlenecks to achieving the project objective and project results;
- By reviewing the aspects of the project that have already been successful, identify ways in which the project can further expand these benefits.

Safeguards:

- Review safeguard plans and any safeguard related documentation, including monitoring reports, assessments, PIRs etc
- Analyze whether management measures related to safeguards, including the grievance mechanism, are being effectively implemented
- Analyze whether there is any change to the risks identified in the safeguard screening form and safeguard plans at the time of CEO endorsement
- Analyze whether additional safeguards have been triggered as a result of project implementation.

- Specifically for the implementation of the Stakeholder Engagement Plan, determine the percentage of stakeholders who rate as satisfactory the level at which their views and concerns are taken into account by the project

Project Implementation and Adaptive Management: Assess the following categories of project progress:

- Quality of supervision by the CI-GEF Agency
- Execution Arrangements;
- Work Planning;
- Finance and Co-financing;
- Project-level monitoring systems;
- Stakeholder Engagement;
- Gender Mainstreaming
- Reporting;

Sustainability: Assess overall risks to sustainability factors of the project in terms of the following four categories:

- Financial risks to sustainability;
- Socio-economic risks to sustainability;
- Institutional framework and governance risks to sustainability;
- Environmental risks to sustainability;
- Any additional external risks that could affect project outcomes.

Recommendations: Recommendations should be succinct suggestions for critical intervention that are specific, measurable, achievable, and relevant. Recommendations should be linked to the findings in the above categories. The recommendations should discuss the need for action, the recommended action along with its likely consequences vis-à-vis status quo and other courses of action, the specific actor/actors that need to take the action, and time frame for it.

II. Expected Outputs and Deliverables:

- MTE Desk Review
- MTE Inception Workshop and Inception Workshop Report
- Presentation of initial findings to the Executing Agency, CI's General Counsel's Office (GCO) and CI-GEF Agency at the end of MTE mission
- Draft Final Report: Full report with annexes to be shared with CI GCO, CI-GEF Agency, Executing Agencies
- Final Report: Revised report incorporating comments including annexed audit trail detailing how all received comments have (and have not) been addressed in the final MTE report

Annex 1: Outline for Draft and Midterm Evaluation Report

The draft and final evaluation reports should at the minimum contain the information below: The MTE report will provide general information on the project and conduct of the Midterm Evaluation. This includes information such as:

- GEF Project ID
- Project name
- GEF financing
- Planned and materialized co-financing
- Key objectives
- GEF Agency
- Project countries
- Key dates
- Name of the Project Executing Agency(ies)

The Midterm Evaluation report will also provide information on when the evaluation took place, places visited, who was involved, the methodology, and the limitations of the evaluation. The report will also include, as annexes to the main report, the evaluation team's terms of reference, its composition and expertise.

Where feasible and appropriate, the Midterm Evaluation report should include georeferenced maps and/or coordinates that demarcate the planned and actual area covered by the project. To facilitate tracking and verification, where feasible, the Midterm Evaluation should include georeferenced pictures of the sites where GEF supported interventions were undertaken.

Project Theory of Change

The Midterm Evaluation report will include a description of the project's theory of change including description of: the outputs, outcomes, intermediate states, and intended long-term environmental impacts of the project; the causal pathways for the long-term impacts; and, implicit and explicit assumptions. The project's objective(s) should also be included within the theory of change.

Some of the projects may already have an explicit theory of change. Where appropriate, after consultations with the project stakeholders, the evaluators may refine this theory of change. Where an explicit theory of change is not provided in the project documents, the evaluators should develop it based on information provided in the project documents and through consultations with the project stakeholders.

Assessment of Project Results

The MTE must assess achievement of project outputs and outcomes, and report on these. While assessing a project's results, evaluators will determine and rate the extent to which the project objectives – as stated in the documents submitted at the CEO Endorsement stage – have been achieved. The evaluator(s) should also indicate if there were any changes in project design and/or expected results after start of implementation. If the project did not establish a baseline (initial conditions), where feasible, the evaluator should estimate the baseline conditions so that results can be determined. Where applicable, the Midterm Evaluation report will include an assessment of the level of achievement of the GEF corporate results targets/core indicators to which the project contributes and will also incorporate data from the focal area tracking tool and/or core indicator worksheet.

Outputs

The evaluator should rate the extent to which the expected outputs were actually delivered. An identification and assessment of the factors that affected delivery of outputs should also be included.

Outcomes

The evaluator should rate the extent to which the expected outcomes were achieved and the extent to which its achievement was dependent on delivery of project outputs. They should also assess the factors that affected outcome achievement, e.g. project design, project's linkages with other activities, extent and materialization of co-financing, stakeholder involvement, etc. Where the project was developed within the framework of a program, the assessment should also report on the extent the project contributed to the program outcomes.

Criteria for Outcome Ratings

Outcome ratings will take into account the outcome achievements of the projects against its expected targets.

Project outcomes will be rated on three dimensions: a. Relevance: Were the project outcomes congruent with the GEF focal areas/operational program strategies, country priorities, and mandates of the Agencies? Was the project design appropriate for delivering the expected outcomes? b. Effectiveness: Were the project's actual outcomes commensurate with the expected outcomes? c. Efficiency: Was the project cost-effective? How does the project cost/time versus output/outcomes equation compare to that of similar projects? Rating Scale for Outcomes: An overall outcome rating will be provided on a six-point scale (highly satisfactory to highly unsatisfactory) after taking into account outcome relevance, effectiveness, and efficiency (See Annex 2).

Sustainability

The assessment of sustainability will weigh risks to continuation of benefits from the project. The assessment should identify key risks and explain how these risks may affect continuation of benefits after the GEF project ends. The analysis should cover key risks, including financial, socio-political, institutional, and environmental risks. The overall sustainability of project outcomes will be rated on a four-point scale (Likely to Unlikely) based on an assessment of the likelihood and magnitude of the risks to sustainability. Higher levels of risks and magnitudes of effect imply lower likelihood of sustainability. Annex 2 describes the rating scale for sustainability.

Progress to Impact

It is often too early to assess the long-term impacts of the project at the point of project completion. This said, some evidence on progress towards long-term impacts, and the extent to which the key assumptions of the project's theory of change hold, may be available and it may be feasible to assess and report on the progress. The evaluators should also assess the extent to which the progress towards long-term impact may be attributed to the project.

The evaluators should report the available qualitative and quantitative evidence on environmental stress reduction (e.g. GHG emission reduction, reduction of waste discharge, etc.) and environmental status change (e.g. change in population of endangered species, forest stock, water retention in degraded lands, etc.). When reporting such evidence, the evaluator should note the

information source and clarify the scale/s at which the described environmental stress reduction is being achieved.

The evaluators should cover the project's contributions to changes in policy/ legal/regulatory frameworks. This would include observed changes in capacities (awareness, knowledge, skills, infrastructure, monitoring systems, etc.) and governance architecture, including access to and use of information (laws, administrative bodies, trust-building and conflict resolution processes, information-sharing systems, etc.). Contribution to change in socioeconomic status (income, health, well-being, etc.) should also be documented.

Where the environmental and social changes are being achieved at scales beyond the immediate area of intervention, the evaluators should provide an account of the processes such as sustaining, mainstreaming, replication, scaling up and market change, through which these changes have taken place. The evaluators should discuss whether there are arrangements in the project design to facilitate follow-up actions, and should document instances where the GEF promoted approaches, technologies, financing instruments, legal frameworks, information systems, etc., were adopted/implemented without direct support from, or involvement of, the project. Evidence on incidence of these processes should be discussed to assess progress towards impact.

When assessing contributions of GEF project to the observed change, the evaluators should also assess the contributions of other actors and factors. The evaluators should assess merits of rival explanations for the observed impact and give reasons for accepting or rejecting them. Where applicable, the evaluators are encouraged to identify and describe the barriers and other risks that may prevent further progress towards long-term impacts.

The evaluators should document the unintended impacts – both positive and negative impacts – of the project and assess the overall scope and implications of these impacts. Where these impacts are undesirable from environmental and socio-economic perspectives, the evaluation should suggest corrective actions.

Assessment of Monitoring & Evaluation System

The evaluators will include an assessment of the strengths and weaknesses of the project M&E plan and its implementation.

M&E Design. To assess the quality of the M&E plan, the evaluators will assess:

- a) Was the M&E plan at the point of CEO Endorsement practical and sufficient?
- b) Did it include baseline data?
- c) Did it: specify clear targets and appropriate (SMART) indicators to track environmental, gender, and socio-economic results; a proper methodological approach; specify practical organization and logistics of the M&E activities including schedule and responsibilities for data collection; and, budget adequate funds for M&E activities?

M&E Implementation. The evaluators should assess:

- a) Whether the M&E system operated as per the M&E plan?
- b) Where necessary, whether the M&E plan was revised in a timely manner?
- c) Was information on specified indicators and relevant GEF focal area tracking tools gathered in a systematic manner?
- d) Whether appropriate methodological approaches have been used to analyze data?

- e) Were resources for M&E sufficient? How was the information from the M&E system used during the project implementation?

Project M&E systems will be rated on the quality of M&E design and quality of M&E implementation using a six-point scale (Highly Satisfactory to Highly Unsatisfactory). Annex 2 provides more details on the scale.

Assessment of Implementation and Execution

The assessment of the implementation and execution of GEF projects will take into account the performance of the GEF Implementing Agencies and project Executing Agency(ies) (EAs) in discharging their expected roles and responsibilities. The performance of these agencies will be rated using a six-point scale (Highly Satisfactory to Highly Unsatisfactory). See Annex 2 for more information on the scale.

Quality of Implementation: Within the GEF partnership, GEF Implementing Agencies are involved in activities related to a project's identification, concept preparation, appraisal, preparation of detailed proposal, approval and start-up, oversight, supervision, completion, and evaluation. To assess performance of the GEF Agencies, the evaluators will assess the extent to which the agency delivered effectively on these counts, with focus on elements that were controllable from the given GEF Agency's perspective. The evaluator will assess how well risks were identified and managed by the GEF Agency.

Quality of Execution: Within the GEF partnership, the EAs are involved in the management and administration of the project's day-to-day activities under the overall oversight and supervision of the GEF Agencies. The EAs are responsible for the appropriate use of funds, and procurement and contracting of goods and services to the GEF Agency. To assess EA performance, the evaluators will assess the extent to which it effectively discharged its role and responsibilities.

Assessment of the Environmental and Social Safeguards

The evaluator will assess whether appropriate environmental and social safeguards were addressed in the project's design and implementation (See Annex 2 for more details on the rating scale). It is expected that a GEF project will not cause any harm to environment or to any stakeholder and, where applicable, it will take measures to prevent and/or mitigate adverse effects. The evaluator should assess the screening/ risk categorization of the project along with the implementation of the safeguard plans that were approved by the GEF Agency. There should be an analysis of the implementation of management measures, as outlined at CEO Endorsement/Approval, including findings on the effectiveness of management measures and lessons learned

Gender: The evaluator will determine the extent to which the gender considerations were taken into account in designing and implementing the project. The evaluator should report whether a gender analysis was conducted, the extent to which the project was implemented in a manner that ensures gender equitable participation and benefits, and whether gender disaggregated data was gathered and reported on beneficiaries. In case the given GEF project disadvantages or may disadvantage women or men, then this should be documented and reported. The evaluator should also determine the extent to which relevant gender related concerns were tracked through project

M&E, and if possible, addressing whether gender considerations contributed to the success of the project.

THE EVALUATOR SHOULD ALSO REVIEW AND ASSESS ANY OTHER SAFEGUARD PLANS THAT WERE TRIGGERED.

Stakeholder Engagement: The evaluator should, where applicable, review and assess the Stakeholder Engagement Plan and project specific aspects such as involvement of civil society, indigenous population, private sector, etc. The evaluator should also indicate the percentage of stakeholders who rate as satisfactory, the level at which their views and concerns are taken into account by the project.

Accountability and Grievance Mechanism: The evaluator should review and assess the project's Grievance Mechanism. The evaluator should analyze and assess whether project stakeholders were aware of the grievance mechanism and whether the mechanism was effective in addressing grievances. The evaluator should also review and assess any other safeguard plans that were triggered.

Other Assessment

The Midterm Evaluations should assess the following topics, for which ratings are not required:

- a. Need for follow-up: Where applicable, the evaluators will indicate if there is any need to follow up on the evaluation findings, e.g. instances financial mismanagement, unintended negative impacts or risks, etc.
- b. Materialization of co-financing: the evaluators will provide information on the extent to which expected co-financing materialized, whether co-financing is cash or in-kind, whether it is in form of grant or loan or equity, whether co-financing was administered by the project management or by some other organization, how shortfall in co-financing or materialization of greater than expected co-financing affected project results, etc.
- c. Lessons and Recommendations: Evaluators should provide a few well-formulated lessons that are based on the project experience and applicable to the type of project at hand, to the GEF's overall portfolio, and/or to GEF systems and processes. Wherever possible, Midterm Evaluation report should include examples of good practices in project design and implementation that have led to effective stakeholder engagement, successful broader adoption of GEF initiatives by stakeholders, and large-scale environmental impacts. The evaluators should describe aspects of the project performance that worked well along with reasons for it. They should discuss where these good practices may or may not be replicated. Recommendations should be well formulated and targeted. The recommendations should discuss the need for action, the recommended action along with its likely consequences vis-à-vis status quo and other courses of action, the specific actor/actors that need to take the action, and time frame for it.

Annex 2: Rating Scale

The main dimensions of project performance on which ratings are first provided in Midterm Evaluation are: outcomes, sustainability, quality of monitoring and evaluation, quality of implementation, and quality of execution. The CI-GEF Agency also includes ratings for environmental and social safeguards.

Outcome Ratings:

The overall ratings on the outcomes of the project will be based on performance on the following criteria:

- a. Relevance
- b. Effectiveness
- c. Efficiency

Project outcomes are rated based on the extent to which project objectives were achieved. A six-point rating scale is used to assess overall outcomes:

- Highly satisfactory (HS): Level of outcomes achieved clearly exceeds expectations and/or there were no short comings.
- Satisfactory (S): Level of outcomes achieved was as expected and/or there were no or minor short comings.
- Moderately Satisfactory (MS): Level of outcomes achieved more or less as expected and/or there were moderate short comings.
- Moderately Unsatisfactory (MU): Level of outcomes achieved somewhat lower than expected and/or there were significant shortcomings.
- Unsatisfactory (U): Level of outcomes achieved substantially lower than expected and/or there were major short comings.
- Highly Unsatisfactory (HU): Only a negligible level of outcomes achieved and/or there were severe short comings.
- Unable to Assess (UA): The available information does not allow an assessment of the level of outcome achievements.

The calculation of the overall outcomes rating of projects will consider all the three criteria, of which relevance and effectiveness are critical. The rating on relevance will determine whether the overall outcome rating will be in the unsatisfactory range (MU to HU = unsatisfactory range). If the relevance rating is in the unsatisfactory range, then the overall outcome will be in the unsatisfactory range as well. However, where the relevance rating is in the satisfactory range (HS to MS), the overall outcome rating could, depending on its effectiveness and efficiency rating, be either in the satisfactory range or in the unsatisfactory range.

The second constraint applied is that the overall outcome achievement rating may not be higher than the effectiveness rating. During project implementation, the results framework of some projects may have been modified. In cases where modifications in the project impact, outcomes and outputs have not scaled down their overall scope, the evaluator should assess outcome achievements based on the revised results framework. In instances where the scope of the project objectives and outcomes has been scaled down, the magnitude of and necessity for downscaling is taken into account and despite achievement of results as per the revised results framework, where appropriate, a lower outcome effectiveness rating may be given.

Sustainability Ratings:

The sustainability will be assessed taking into account the risks related to financial, sociopolitical, institutional, and environmental sustainability of project outcomes. The evaluator may also take

other risks into account that may affect sustainability. The overall sustainability will be assessed using a four-point scale.

- Likely (L): There is little or no risk to sustainability.
- Moderately Likely (ML): There are moderate risks to sustainability.
- Moderately Unlikely (MU): There are significant risks to sustainability.
- Unlikely (U): There are severe risks to sustainability.
- Unable to Assess (UA): Unable to assess the expected incidence and magnitude of risks to sustainability.

Project M&E Ratings:

Quality of project M&E will be assessed in terms of:

- Design
- Implementation

Quality of M&E on these two dimensions will be assessed on a six-point scale:

- Highly satisfactory (HS): There were no short comings and quality of M&E design / implementation exceeded expectations.
- Satisfactory (S): There were no or minor short comings and quality of M&E design / implementation meets expectations.
- Moderately Satisfactory (MS): There were some short comings and quality of M&E design/implementation more or less meets expectations.
- Moderately Unsatisfactory (MU): There were significant shortcomings and quality of M&E design/implementation somewhat lower than expected.
- Unsatisfactory (U): There were major short comings and quality of M&E design/implementation substantially lower than expected.
- Highly Unsatisfactory (HU): There were severe short comings in M&E design/ implementation.
- Unable to Assess (UA): The available information does not allow an assessment of the quality of M&E design/implementation.

Implementation and Execution Rating:

Quality of implementation and of execution will be rated separately. Quality of implementation pertains to the role and responsibilities discharged by the GEF Agencies that have direct access to GEF resources. Quality of Execution pertains to the roles and responsibilities discharged by the country or regional counterparts that received GEF funds from the GEF Agencies and executed the funded activities on ground. The performance will be rated on a six-point scale.

- Highly satisfactory (HS): There were no short comings and quality of environmental and social safeguard plans design/implementation exceeded expectations.
- Satisfactory (S): There were no or minor short comings and quality of environmental and social safeguard plans design/execution met expectations.
- Moderately Satisfactory (MS): There were some short comings and quality of environmental and social safeguard plans design/implementation more or less met expectations.

- Moderately Unsatisfactory (MU): There were significant shortcomings and quality of environmental and social safeguard plans design/implementation somewhat lower than expected.
- Unsatisfactory (U): There were major short comings and quality of environmental and social safeguard plans design/implementation substantially lower than expected.
- Highly Unsatisfactory (HU): There were severe short comings in quality of environmental and social safeguard plans design/implementation
- Unable to Assess (UA): The available information does not allow an assessment of the quality of environmental and social safeguard plans design/implementation

Environmental and Social Safeguards:

The approved environmental and social safeguard plans will be rated according to the following scale.

- Highly satisfactory (HS): There were no short comings and quality of implementation / execution exceeded expectations.
- Satisfactory (S): There were no or minor short comings and quality of implementation / execution meets expectations.
- Moderately Satisfactory (MS): There were some short comings and quality of implementation / execution more or less meets expectations.
- Moderately Unsatisfactory (MU): There were significant shortcomings and quality of implementation / execution somewhat lower than expected.
- Unsatisfactory (U): There were major short comings and quality of implementation / execution substantially lower than expected.
- Highly Unsatisfactory (HU): There were severe short comings in quality of implementation / execution.
- Unable to Assess (UA): The available information does not allow an assessment of the quality of implementation / execution.

SECTION 3 PROJECT BEING EVALUATED

The Meloy Fund Evaluation

Fiscal Year: 2021
Location(s): Indonesia, Philippines

RFP Number: CI GEF MFSSSF-008

Awarding Agency: Global Environmental Facility (GEF-Agency)
Type of Contract: Firm Fixed Price

Planned Midterm Evaluation: July 1, 2021

**Total Estimated
Cost/Amount
Range Budget:** USD \$5,000 -\$30,000

Scope of Work/ Deliverables: Section 2.1 of RFP

Link to Project Being Evaluated: https://www.conservation.org/docs/default-source/gef-documents/meloy-fund/9370-meloy-fund-prodoc.pdf?sfvrsn=77300759_

SECTION 4 CI'S SERVICE AGREEMENT TEMPLATE & CODE OF ETHICS

SERVICE AGREEMENT BETWEEN CONSERVATION INTERNATIONAL FOUNDATION AND [ENTER SERVICE PROVIDER NAME]

Service Agreement Number: [ENTER BUSINESS WORLD CMF NUMBER]

Project Title: Midterm Evaluation (MTE) for the “The Meloy Fund: A Fund for Sustainable Small-Scale Fisheries in Southeast Asia” program.

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:

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

| # | Activity | Due date | Deliverable |
|---|----------|----------|-------------|
| | | | |

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 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. Fee for Services set forth above is inclusive of all expenses.

d. All activities and expenditures must occur during the Period of Performance of this Agreement to be reimbursable.

e. Payment Terms.

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.

- f. 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.

[Acceptance Criteria]

- 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 7 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.

- 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
- 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.

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)

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.
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 or via phone to a local dial-in number displayed at 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

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.

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: _____

SAMPLE

SECTION 5 OFFEROR REPRESENTATION OF TRANSPARENCY, INTEGRITY, ENVIRONMENTAL AND SOCIAL RESPONSIBILITY

This form to be signed by the Offerors or (Offerors representative) and must be submitted with the proposal to CI. No revisions may be made.

Solicitation Number: CI GEF MFSSSF-008

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.

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.

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

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.

With respect to social and environmental standards, we certify:

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.

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.

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

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

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.

We are/were not involved in writing or recommending the scope of work for this solicitation document.

We have not engaged in any collusion or price fixing with other offerors.

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.

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.

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.

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).

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: _____