



Conservation International Foundation (Guyana) Inc.

REQUEST FOR PROPOSAL

<u>Project</u>	<u>GEF GOLD/Supply Chain Approach to Eliminating Mercury in Guyana's ASGM Sector: El Dorado Gold Jewelry - Made in Guyana</u>
<u>Services</u>	<u>Project Monitoring and Evaluation Framework and Plan Development</u>
<u>Grant No.</u>	<u>GEF 9602-GY</u>
<u>Submission Deadline</u>	<u>March 26, 2020</u>

*March 04, 2020.*

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## SECTION 1: LETTER OF INVITATION

March 04, 2020

*To Whom It May Concern*

Dear Sir or Madam,

Conservation International Foundation (Guyana) Inc. (hereinafter referred to as "CI-Guyana"), hereby issues a Request for Proposals (RFP) for the provision of consultancy services for the development of a project monitoring and evaluation framework and plan. The attached RFP contains the necessary information for interested Offerors.

Parties interested in submitting proposals in response to this request are encouraged submit their proposals for consideration via email or hardcopy by 4:00PM Thursday March 26, 2020. Please refer all communications, including questions, to the attention of the Operations Director at [applicationsci@conservation.org](mailto:applicationsci@conservation.org) or the physical address below.

*Physical Address:*

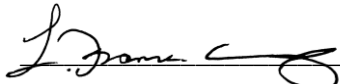
Conservation International Guyana  
Attn: Operations Director  
98 Laluni Street  
Queenstown  
Georgetown. Guyana.

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

The budget range for this consultancy is GYD3,600,000 - GYD5,800,000 (USD18,000 - USD29,000).

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

Yours sincerely,



Lancelot France-Cummings  
Operations Director

## SECTION 2: ETHICS STANDARDS

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 Services are carried out.
- Provide true representation of all Services performed.
- Never engage in any of the following acts: falsification of business document or receipts, theft, embezzlement, diversion of funds, bribery, or fraud.

### Transparency:

- Avoid conflicts of interest and not allow independent judgment to be compromised.
- Not accept gifts or favors from sub-contractors, suppliers or other 3<sup>rd</sup> parties that would negatively impact the provision of Services to CI.

### Accountability:

- Disclose to CI, 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.
- Implement activities, provide Services, and manage staff and operations in a professionally sound manner, with knowledge and wisdom with the goal of a successful outcome per the terms of this Agreement.

### Confidentiality:

- Not disclose confidential or sensitive information obtained during the course of your work with CI.
- Protect confidential relationships between CI and other 3<sup>rd</sup> parties.

### Mutual Respect and Collaboration:

- 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.

## SECTION 3: REQUEST FOR PROPOSALS

**To:** Project monitoring and evaluation focused consultants  
**From:** Conservation International Foundation (Guyana) Inc.  
**Date:** March 04, 2020  
**Subject:** Project Monitoring and Evaluation Framework and Plan

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### I. Consultancy Objective

Conservation International Guyana (CI-Guyana) is hiring a consultant under the Project ***“A GEF GOLD/Supply Chain Approach to Eliminating Mercury in Guyana’s ASGM Sector: El Dorado Gold Jewelry – Made in Guyana.”*** The consultant will provide consultancy services for the development of a project monitoring and evaluation framework and plan for the implementation of the project utilizing collaborative and adaptive management.

The Consultant will support the development of an operational system to track progress on the implementation and impact of the Project based on the project indicators in a manner that informs collaborative and adaptive management of the project. The Consultant will design a Monitoring and Evaluation Framework for the project, including a Results Management Plan to support its implementation. The framework will be built around primarily tracking project results, as described in the project’s Results Framework, and designed for ease of use and ease of coordination and integration with the systems for other projects under the Responsible Mining Initiative. The Results Management Plan must allow easy tracking of progress of the project’s implementation and impact.

### II. GEF GOLD Project Background

Conservation International Guyana (CI-Guyana) is in receipt of funding from the Global Environment Fund (GEF) for the implementation of the Project, **A GEF GOLD/Supply Chain Approach to Eliminating Mercury in Guyana’s Artisanal, Small- and Medium-scale Gold Mining (ASGM) Sector: El Dorado Gold Jewelry – Made in Guyana**; a 4-year project that seeks to assist Guyana with converting to mercury-free mining by 2025. The project will accomplish this goal by directly involving business enterprises with a profit motive in leading the shift in the development of a mercury-free ASGM supply chain and downstream “El Dorado Gold” brand jewellery.

Guyana’s ASGM sector has been in existence for more than one hundred years. Unlike most other countries, the ASGM sector has legal status in Guyana and accounts for a significant portion of the country’s gold production. Gold plays a central role in Guyana’s economy, accounting for 15 percent of GDP, 78 percent of the value of mineral production, and 24 percent of exports. Gold mining has traditionally been dominated by men; however, women do participate, and their roles are evolving. Gold in Guyana is produced by the ASGM sector primarily from alluvial deposits by hydraulic dredging and sluices, and mercury is used in the final stage of the gold extraction process (amalgamation). Mining is the biggest driver of deforestation, presenting a real challenge to Guyana’s status as a high forest cover/low deforestation rate country and its global climate commitment. Other environmental impacts are land degradation and mercury contamination.

The expected outcomes by the end of the GEF GOLD project are incorporating mercury-free technology in the ASGM sector, establishing a financial mechanism for capital investments for mercury-free

technologies, and developing and institutionalizing a chain of custody process, verification mechanism for gold, and an El Dorado Gold brand. In addition to this, the project aims to assist with the creation of a national policy on responsible gold production and requisite laws/regulations refined/drafted to support a responsible gold commodity chain and to continue the progress made on mercury-free gold mining for the country.

The main barriers for shifting to mercury-free mining have been identified as lack of knowledge on the harmful effects of mercury, the demonstration of and financing for mercury-free technologies, and market incentives for producing mercury-free gold. Taking these into consideration, key activities for the GEF Gold Project, include the identification of concessions that meet agreed criteria for the conduct of demonstrations that showcase alternative technologies and the verifiable production of mercury-free gold. These demonstrations will also build the capacity of miners in the use of those technologies.

### III. Characteristics of the Consultancy

**Type:** Individual or Firm

**Procurement Method:** Selection will be based on the methodology, substance, process and cost of the proposals submitted and subsequent clarifying discussions. It will also take into consideration the strength of the consultant's qualifications and experience.

**Language:** Proficiency in English (both written and spoken)

**Form of Engagement:** Consultancy Agreement

**Length of Consultancy:** 3 Months

**Qualifications/Experience** – The Consultant must demonstrate expertise in project monitoring and evaluation or relevant field and experience in design and development of effective systems for project monitoring and evaluation, and results management. The Consultant must demonstrate relevant professional experience in designing and developing project results management plans and systems with appropriate use of technology for efficiency and effectiveness. Experience with data collection management and analysis is essential.

**Skills and Abilities** – The Consultant must demonstrate excellent oral and written English and the ability to communicate and articulate ideas in a clear and concise style. The skills and ability to produce effective, user-friendly project monitoring and evaluation tools must be demonstrated.

**Technological Awareness** – Ability to appropriately utilize data collection and management and other technologies for effective monitoring, evaluation and reporting and results management is essential.

**Mentorship and Training** – The Consultant must demonstrate interest and experience in knowledge transfer and skills development in order to build capacity for the effective utilization of the monitoring and evaluation framework for management of the projects results.

### IV. Scope of Services

Reporting to the GEF GOLD Project Director, and working closely with CI-Guyana, the Project Monitoring and Evaluation Consultant will provide the following services:

- 1) Design a cost-effective framework for monitoring and evaluation of the implementation and impact of the project as guided by the project design and Results Framework. The Monitoring and Evaluation Framework shall contain details of the procedures, methods and responsibilities for monitoring and assessing the state of project indicators, including assessing project impacts.
- 2) Design and develop a Results Management Plan for the project that:
  - a) Is simple and user friendly;
  - b) Uses simple and context-appropriate data collection tools;
  - c) Allows for tracking of project implementation progress; and
  - d) Can be easily integrated with exiting project monitoring and evaluation work for other project under the Responsible Mining Initiative.
- 3) Build the capacity of members of the project team to implement monitoring and evaluation framework and execute the Results Management Plan.

#### V. Consultancy Deliverables

The Project Monitoring and Evaluation Consultant is required to produce an inception report and subsequently other reports and deliverables against which payments will be made. The proposal will provide the guidance by which deliverables and due dates will be determined.

#### VI. Submission of Proposals

- a. Cover letter: Applicants should include a cover letter for their proposal listing all documents submitted. The cover letter should provide a complete mailing address, street address (if different), electronic mail address(es), and telephone numbers. It should clearly list the name/organization submitting the proposal and the name(s) of all parties whom CI should contact for clarifications and negotiations.
- b. Curricula Vitae of Key Personnel: Applicants must identify, by name, individuals who will work on this project. Sub-contractors during the contract period will not be permitted unless explicitly agreed upon.
- c. Technical Proposal (Timeline, Deliverables and Budgets): A work plan with key deliverables and milestones that meet the timeline identified below. The work plan should include deliverables and expected time commitments to meet them. If appropriate, explain how and when technical activities will take place, and who will be responsible for leading them.
- d. Detailed Budget.

The proposal must contain at least the information indicated in the form provided in Section 3 (Technical Proposal - Standard Form) and Section 4 (Financial Proposal - Standard Form).

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 sub-contracts issued under this Agreement.

The proposal must be received no later than **16:00hrs on March 26, 2020** in **hard copy or electronic format** at any or both of the following addresses:

*Physical Address:*

Conservation International Guyana  
Attn: Operations Director

98 Laluni Street  
Queenstown  
Georgetown. Guyana.

E-mail Address:  
applicationscig@conservation.org

#### VII. Bid Clarifications

Any requests for clarifications regarding this RFP shall be addressed to the following:

Conservation International Guyana  
Attn: GEF-GOLD M&E Query  
98 Laluni Street, Queenstown, Georgetown. Guyana

Email: applicationscig@conservation.org

CI-Guyana will respond in writing (including by electronic mail) within two (2) business days<sup>1</sup> of receipt to any reasonable request for clarification of the bidding documents received in writing (including by electronic mail). Responses will be sent to all entities who expressed interest in submitting proposals.

#### VIII. Language

All documents and communications relating to this RFP shall be in English.

#### IX. Selection Criteria

Selection will be based on the methodology, substance, process and cost of the proposals submitted and subsequent clarifying discussions. This selection model is structured to evaluate the degree to which a proposal demonstrates understanding of the objectives and its tasks and addresses the deliverables outlined in this Terms of Reference (i.e. by answering the question “what is the Consultant’s unique vision for delivering on the objectives?”). Finally, it will take into consideration the strength of the consultant’s professional qualifications and experience.

- A. Description of methodology (substance) and suggested activities (process) that set the consultant team apart
- B. Proof of experience with projects of similar scope. Experience in Guyana a plus
- C. Professional qualifications
- D. Price difference from competitors

CI-Guyana will award the Contract to the entity whose proposal is determined to be most substantially responsive to the RFP, and who has the economically most advantageous offer; that is, the one whose technical proposal achieves the greatest total score and financial proposal is within the available budget, provided that the entity has been determined to be eligible and have met the qualification requirements in accordance with the Criteria in Section 2. The consideration is therefore based on highest technical quality of proposed approach with a responsive cost proposal.

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<sup>1</sup> Business day are Monday to Friday, excluding any national holiday declared in Guyana.



#### X. Deciding Award of Contract

Proposals will be evaluated and ranked on merit in accordance with the selection criteria outlined in Section IX of this RFP. These evaluation criteria may form the basis for negotiations and, ultimately, award of a contract for the provision of the services using the standard contract format presented in Attachment 2 of this RFP. It is anticipated that contract negotiations, with the selected entity would commence on April 06, 2020, and the assignment would commence on April 22, 2020.

Negotiations for award of the contract will be held with the selected entity. During negotiations, the entity must be prepared to furnish detailed cost break-down and other clarifications to the proposals submitted, as may be required to adjudge the reasonableness of the price proposal. If the negotiation is successful, the award will be made to this entity. If negotiations with the entity initially selected fails, and if it is determined that a contract with reasonable terms cannot be concluded, the process of negotiation will be repeated with the entity with the next best proposal, and so on, until an agreed contract is concluded.

#### XI. Period of validity of bids

Entities are required to hold submitted proposals valid for at least 90 days from the date of submission during which period they will maintain, without change, their price proposal. CI-Guyana is expected to finalize the agreement within this period.

# ATTACHMENT 1: PROPOSAL FORMAT SUGGESTIONS

## TECHNICAL PROPOSAL

### PROPOSAL SUBMISSION LETTER

From:

To:

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Sir/Madame:

**RE: Consultant Services for Conservation International Foundation (Guyana) Inc. regarding GEF-GOLD Monitoring and Evaluation**

[We]/[I], [*insert name of entity*], herewith enclose Technical and Financial Proposals for selection as consultant for Project Monitoring and Evaluation Framework and Plan Development.

[We]/[I] undertake that, in competing for (and, if the award is made to [us]/[me], in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Guyana.

Yours faithfully,

Signature:

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Full name & Address:

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**EXPERIENCE OF SIMILAR ASSIGNMENTS/PROJECTS EXECUTED DURING THE LAST TEN YEARS**

**MAJOR WORK DURING LAST TEN YEARS WHICH BEST ILLUSTRATES QUALIFICATIONS**

*The following information should be provided for each reference project in the format indicated below.*

Project name:		Country:
Project location within country		Professional staff provided  No. of staff
Name, address, telephone, fax and e-mail of client:		No. of person-months:
Start date (month/year)	Completion date: (month/year)	Approx. value of services:
Name of associated firm(s), if any:		No. of Person-months of professional staff provided by associated firm(s):
Senior staff involved and functions performed:		
Detailed narrative description of project and services provided:		

Entity's Name: \_\_\_\_\_

**FORMAT OF CURRICULUM VITAE (CV) FOR KEY PERSONNEL OF CONSULTANT**

*(One CV form should be filled out for each team member to be assigned)*

Name of Consultant: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

Function assigned in Consultant's team:

\_\_\_\_\_

**Key Qualifications:**

*Give an outline of experience and training most pertinent to tasks on assignment. Describe degree of responsibility held on relevant previous assignments and give dates and locations. Use about half a page.*

\_\_\_\_\_

**Education:**

*Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.*

\_\_\_\_\_

**Employment Record:**

*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages*

\_\_\_\_\_

**Languages:**

*For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing*

\_\_\_\_\_

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, the data correctly describe me, my qualifications, and my experience.

**Signature of Consultant:** \_\_\_\_\_ **Date (Month Day, Year):** \_\_\_\_\_

## DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

*Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present this section of your Technical Proposal in a maximum of 50 pages, inclusive of charts and diagrams divided into the following three chapters:*

- 1. Technical Approach and Methodology,*
- 2. Work Plan, and*
- 3. Organization and Staffing.*

*a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

*b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by CI-Guyana), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the ToR and ability to translate them into a feasible working plan. A list of the final deliverables (documents, data, software, or other produced materials) should be included here. The work plan should also indicate the key personnel required to complete the activities and the number of staff days assigned for them to complete the assigned tasks.*

*c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.*

PRICE PROPOSAL

**PRICE PROPOSAL**

**Cost Estimate of Services, List of Personnel and Schedule of Rates**

(I) Summary of Costs

Item	Cost (currency / US\$)
<b>Cost of the Financial Proposal</b>	
(1) Remuneration	
(2) Reimbursable	
<b>Total Cost of the Financial Proposal</b>	

(II) Breakdown for Remuneration of Staff

	Position	Name	Rate (per day in currency)	Time spent (number of day)	Total (currency / US\$)
	<b>Key Experts</b>				
K1	Team Leader				
K2					
K3					
	<b>Non-Key Experts and Support</b>				
N1					
N2					
N3	Sub-total (1)				

(III) Breakdown for Reimbursables

	Rate	Unit	Total (currency / US\$)
(a) International Travel			
(b) Local Transportation			
(c) Accommodation and Per Diem			
(d) Production of Materials			
(e) Other ( <i>Please specify</i> )			
Sub-total (2)			

BID-SECURING DECLARATION

**BID-SECURING DECLARATION**

*[The Entity shall fill in this Form.]*

Date: \_\_\_\_\_ *[insert date (as day, month and year) of Bid Submission]*

To: Conservation International Foundation (Guyana) Foundation Inc.

[We]/[I], the undersigned, declare that:

1. [We]/[I] understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. [We]/[I] accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of one (1) year starting on [ date], if we are in breach of our obligation(s) under the bid conditions, because we:
  - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
  - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.
3. [We]/[I] understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) days after the expiration of our Bid.

Signed: \_\_\_\_\_ *[insert signature of person whose name and capacity are shown]*

In the capacity of \_\_\_\_\_ *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: \_\_\_\_\_ *[insert complete name in block capital letters of person signing the Bid Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on: \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## ATTACHMENT 2: STANDARD CONTRACT

### 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				



#	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 sub-contracts 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 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 data bases, 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 data bases, 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 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 E XT~ 0.pdf>)

11. CI-GEF Environment Social Management Framework (ESMF)
  - a. 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 sub-contracts 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 of suspicions of violations of Funding Terms and Conditions (including the Policy on Environmental and Social Safeguards, Prohibited Practices and Code of Ethics) 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 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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**[Click here and type Title]**

**[Name of CI representative]**

**[Title]**

[SVPs/+ or their authorized designees]

only]

**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: \_\_\_\_\_