

## Request for Proposals (RFP)

**Date: 07 June 2022(Originally Posted on 24 September 2021)**

**Request for Proposals: RFP# CITL-20220301 - Sustainable Livelihoods Consultant**

Dear Sir or Madam,

Conservation International Foundation (hereinafter referred to as "Conservation International" or "CI"), is issuing a Request for Proposals (RFP) for **Sustainable Livelihoods Consultant**. The attached RFP contains all the necessary information for interested Offerors.

CI Timor-Leste is in a state of growth and development, aiming to expand our work with government and communities in creating, developing, and supporting the National Protected Area system through a GEF-6 funded project with the objective to "Establish Timor-Leste's National Protected Area system and improve the management of forest ecosystems in priority catchment corridors". This position will support the project by developing a training module in natural resource management to be delivered to approximately 100 young Timorese students.

Consulting firms (Consultants), should indicate their interest in submitting a proposal for the anticipated agreement by sending an email indicating their intention to [timor-  
leste@conservation.org](mailto:timor-leste@conservation.org) **by 17:00 Dili time (GMT+9) on 6<sup>th</sup> July 2022**. Interested Offerors can submit their questions [timor-  
leste@conservation.org](mailto:timor-leste@conservation.org)

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

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

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

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

### **COVID 19 Guidelines**

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

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

## **Request for Proposals**

RFP # **CITL-20220301**

For the provision of  
Sustainable Livelihoods Consultant

Contracting Entity:  
Conservation International Timor-Leste

Funded under:  
Asia Pacific Field Division

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**Section 1. Instructions and General Guidance**

**1.1 Introduction**

CI, the Contracting Entity, is soliciting offers from Consultants to submit proposals to carry out Sustainable Livelihoods Consultancy.

The consultancy will support the project by developing a range of livelihood interventions and links to market for ten communities engaged with the project. It is important that the development of the livelihood interventions are participatory with community stakeholders taking a de facto role in the decision-making processes and the development of the interventions. It is also essential that the interventions demonstrate gender equity by providing livelihood solutions that support underrepresented men or women. Each community will be treated as a standalone case and so it is expected that ten livelihood plans will be developed and initiated.

**OBJECTIVES:**

This position will support the project by developing sustainable livelihood options and deliverables for 10 project sucos in Timor-Leste. The objective is to provide an additional source of sustainable income to each project community.

**1.2 Offer Deadline**

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

Offers must be received no later than **17:00 Dili time (GMT+9) on 6<sup>th</sup> July 2022**. Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. Late offers will not be considered.

### **1.3 Instruction for Offerors**

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

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

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

All proprietary information provided by the bidder shall be treated as confidential and will not be shared with potential or actual applicants during the solicitation process. This includes but is not limited to price quotations, cost proposals and technical proposals. CI may, but is not obliged to, post procurement awards on its public website after the solicitation process has concluded, and the contract has been awarded. CI's evaluation results are confidential and applicant scoring will not be shared among bidders.

#### 1. Technical Proposal

The technical proposal shall comprise the following parts:

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

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

- Part 2: Management, Key Personnel, and Staffing Plan. This part shall be between 2 and 5 pages long, but may not exceed 5 pages. CVs may be included in an annex to the technical proposal and will not count against the page limit. CVs must demonstrate:

##### (i) Consultants:

Demonstrated technical expertise environmental training and module development.

- Bachelor's Degree or higher in relevant field as mentioned above.
- Experience in developing and delivery of sustainable livelihood programs in Timor-Leste.

- Strong and proven ability to develop livelihood links between producers and markets in Timor-Leste.
  - Strong project and time management skills.
  - Excellent ability to communicate with relevant stakeholders.
  - An orientation towards collaboration.
  - Proficient and have Strong writing skills in Tetun and English.
- Part 3: Corporate Capabilities, Experience, Past Performance, and 3 client references. This part shall be between 2 and 4 pages long, but may not exceed 4 pages. Please include descriptions of similar projects or assignments and at least three client references.

2. Cost Proposal

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

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

**Tax Obligation:** CI-TL is legally obliged to withhold 10% of the total budget amount to meet the requirement of the national tax authority. This amount will then be paid by CI-TL to the local tax authority. CI-TL will provide receipt of this tax payment to the consultant as requested. This tax obligation should be expressed in the total budget

2.1. Offeror Proposed Detailed Budget

DESCRIPTION OF SERVICE	DAILY OR HOURLY COST	OTHER COSTS (LOCAL CURRENCY)	TOTAL COST (LOCAL CURRENCY)
<b>TOTAL</b>			

#### 1.4. Chronological List of Proposal Events

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

<b>RFP Originally published</b>	<b>24<sup>th</sup> September 2021</b>
<b>RFP Reposted</b>	<b>7<sup>th</sup> June 2022</b>
<b>Deadline for written questions</b>	<b>21<sup>st</sup> June 2022</b>
<b>Clarifications provided to known bidders</b>	<b>27<sup>th</sup> June 2022</b>
<b>Proposal due date</b>	<b>6<sup>th</sup> July 2022</b>

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

#### 1.5. Evaluation and Basis for Award

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

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

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

### **2.1. Scope of Work**

For the duration of the contract, the consultant is expected to lead this body of work independently while working with the existing project staff in the field, as necessary and regularly reporting to the project management team. Significant community engagement will be required as will engagement with companies based in Dili or elsewhere.

- Preparation of a detailed work plan and proposed methodology for the assignment.
- Based on a needs-assessment, identify key potential livelihood interventions for each of the ten project communities.
- Write-up these interventions into ten livelihood plans, included in these plans should be any active youth groups previously trained under the project as well as members of the CCGs.
- Start the process of implementing the livelihood plans with the community groups – this will result in products sold at market bringing direct benefit to the communities.
- Demonstrate compliance with the CI-GEF project agency's Environmental and Social Management Framework (ESMF).
- Contribute to a project sustainable livelihoods workshop.

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

1. Workplan - Within two weeks of signing the contract. The work plan will provide an outline of the approach and steps for achieving the outcomes of the assignment, as well as a detailed work plan table (recommended length max 4 pages).
2. Ten community level livelihood plans developed and some (agreed with communities and project staff) activities within the plans initiated. The plans should include Community Conservation Group members and Youth Trainees.
3. Technical and financial report of ten livelihood plans and the implementation of selected activities within each plan.
4. Contribution to sustainable livelihoods project workshop (materials and presentation).

### Section 3. Procurement and Contract Standards.

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

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

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

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

This Services Agreement (the 'Agreement') is made and entered into 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'). The Agreement comes into effect on the Agreement Start Date, (the 'Effective Date'). 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 in Appendix 1 (the 'Deliverables' and 'Services'), as may be modified from time to time:

During the Agreement Term (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 will obtain all applicable and material licenses, approvals and consents to carry out the Services (all of which are to be maintained in full force and effect during the Term, and (iii) that Service Provider (and as applicable, any sub-contractors) will comply with the terms of this agreement, all laws and regulations in the geographies where Services are performed, and such GEF policies and policies and procedures to allow CI to discharge its Project Agency responsibilities vis-a-vis the GEF in accordance with applicable GEF fiduciary standards (available at [https://www.thegef.org/sites/default/files/council-meeting-documents/EN\\_GEF.C.57.04.Rev\\_.02\\_Update\\_GEF\\_Minimum\\_Fiduciary\\_Standard\\_s.pdf](https://www.thegef.org/sites/default/files/council-meeting-documents/EN_GEF.C.57.04.Rev_.02_Update_GEF_Minimum_Fiduciary_Standard_s.pdf)) and (iv) that no Services or Deliverables will infringe upon, misappropriate or otherwise violate the known intellectual property of any third party..
2. Term. The Agreement Start Date is **[DATE]**. The Agreement End Date is **[DATE]** unless otherwise modified, or the Agreement is terminated in accordance with Section 6. Any extension of the Term requires a written amendment of this Agreement signed by authorized representatives of both Parties.
  3. Fee for Services. In consideration of Service Provider's performance of the Services during the Term, CI shall pay Service Provider the Fee for Services as provided below:
    - a. Fixed Price Contract. A Fee for Services not to exceed \$\_\_\_\_\_ which is based on payment against Deliverables as described in Section 4 and outlined in the Deliverables schedule attached as Appendix 1. This Fixed Price Contract excludes withholding tax and/or VAT which shall be payable by Service Provider [
      - i. Expenses:  
The Fee for Services set forth above  
is inclusive of all expenses.
    - 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.
    - c. All activities and expenditures must occur during the Term to be reimbursable.
  4. Payment Terms.
    - a. Payment shall be made on receipt and acceptance of the Deliverables in accordance with the following schedule:
      - (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.

- a. Service Provider shall provide an IRS W-9 form for U.S. entities, or an IRS W-8 form for non-U.S. entities.

5. Acceptance of Deliverables; Time is of the Essence.

- a. Acceptance Criteria. Service Provider is expected to perform the Services and Deliverables in accordance with following acceptance criteria defined in Appendix 1, which may be revised and supplemented from time to time during the Term 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 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 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 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. CI reserves the right to terminate this Agreement, in accordance with section 6 below, in the event that the Service Provider is unable to meet the Acceptance Criteria within the time period provided by CI or a reasonable period following notice that the deliverable has not met CI's Acceptance Criteria or if CI determines the deliverable is incapable of revision that will result in its acceptance of the deliverable.
- 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.

6. 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.

7. Indemnification. Service Provider hereby covenants and agrees to indemnify CI and the GEF; and to defend and hold CI and the GEF 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.
8. Relationship of CI and Service Provider.
  - a. **[OPTION 1 - IF A COMPANY]** Service Provider is not an employee, agent or assignee 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.  
**[OPTION 2 - 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, 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. In addition, 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.**
9. Government Officials and Employees.
  - a. 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
    - i. in contravention of any U.S. or other applicable law or regulation including, but not limited to, the U.S. Foreign Corrupt Practices Act;

- ii. without the express consent of the government for which the employee or official works; and
      - iii. 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.
    - b. Service Provider hereby certifies that no payments or other form of assistance shall be made to or accepted by any government employee or official
      - i. to influence any official government act or decision;
      - ii. to induce any government employee or official to do or omit to do any act in violation of his or her lawful duty; or
      - iii. to obtain or retain business for, or direct business to any individual or entity.
10. 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.
11. 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 shall 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 GEF logo shall be in accordance with the GEF Branding Guide (available at [https://www.thegef.org/sites/default/files/documents/GEFBrand\\_Guidelines\\_EXT~0.pdf](https://www.thegef.org/sites/default/files/documents/GEFBrand_Guidelines_EXT~0.pdf)).

Service Provider hereby represents and warrants that no Services or Deliverables provided hereunder violate or infringe on any industrial property or intellectual property right or claim of any third party.

12. Safeguards. In accordance with CI's GEF/GCF Environmental and Social Management Framework ('ESMF', available at [https://www.conservation.org/docs/default-source/gcf/ci\\_gef\\_gcf-esmf-version-7.pdf?sfvrsn=a788de43\\_4](https://www.conservation.org/docs/default-source/gcf/ci_gef_gcf-esmf-version-7.pdf?sfvrsn=a788de43_4)), 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). To the extent that any Services hereunder could result in environmental, social and health and safety implications and/or trigger any environmental and social safeguards described in any applicable Project Environmental and Social Management Plan ('ESMP') and other plans and instruments pursuant to the ESMP, Stakeholder Engagement Plan, and Gender Action Plan (collectively, 'Plans pursuant to the ESMF'), the Consultant shall take into account and comply with the requirements of the standards, policies and procedures set out in the CI-GEF ESMF and the applicable Plans pursuant to the ESMF, and provide all information and records reasonably requested by CI with respect to the applicable actions and measures undertaken and as set out in the Plans pursuant to 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.

13. 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 s/he shall be solely responsible for Service Provider's own safety and physical property or equipment during the performance of this Agreement. In addition, by signing the attached Release and Waiver, attached as Appendix 3, the Service Provider agrees to release CI and to waive any claim against CI as more fully outlined in Appendix 3.
14. Travel. Service Provider shall be solely responsible for any travel arrangements, travel insurance, and all arrangements for visas, passports or immunizations. 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 Term.
  15. 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.
  16. Compliance with Law and CI Code of Ethics. 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 hereby expressly binds themselves to include language substantially reflecting the terms of this provision in all sub-contracts issued under this Agreement.
  17. 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.

18. 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.
  - a) 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.
19. 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.
20. 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.
21. Non-Assignment. This Agreement shall not be transferred or assigned by Service Provider without prior written consent of CI.
22. Grievance Mechanism. Service Provider is responsible for the implementation and monitoring of the Code of Ethics (Appendix 2). Service Provider shall immediately report any allegations or suspicions of violations of Funding Terms and Conditions (including the 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 themselves to include language substantially reflecting the terms of this provision in all sub-contracts issued under this Agreement.

23. 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.
24. 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.
25. 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.
26. 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]**

Email:

**"[Click and type Contractor email]"**

If to CI:

Attn:

**[Click and type contact person]**

Conservation International

Foundation

2011 Crystal Drive, Suite 600

Arlington, VA 22202

Phone: 703-341.2400

Email:

**"[Click and type your email]"**



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]**  
Foundation

Conservation International

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**[Click here and type Title]**

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**[Name of CI representative]**  
**[Title]**

---

**[SVPs/ + or those designees holding a formal Power of Attorney with signature delegation]**

**Appendix 1:** Delivery Schedule

**Appendix 2:** CI Code of Ethics

**Appendix 3:** Release, Waiver of Liability, and Consent to Medical Treatment

**[If Applicable] Appendix 4: [GOVT AGENCY] No-Objection Letter**

## APPENDIX 1: DELIVERY SCHEDULE

### DELIVERY SCHEDULE

#	Deliverable	Activities	Acceptance Criteria	Due Date	Payment Amount [USD]
1					
2					
3					
4					

### TERMS OF REFERENCE

**Location:** Timor-Leste

**Electronic Submission:** [timor-lestes@conservation.org](mailto:timor-lestes@conservation.org)

**Contract Period:** 07 months

#### Background

The project is designed to support the Government of Timor-Leste in establishing a functional Protected Area (PA) system. Situated within the Wallacea Biodiversity Hotspot, Timor-Leste hosts several globally significant ecosystems and endemic species. As a Small Island Developing State (SIDS) and having least developed country (LDC) status, with 70% of the population living in rural areas, local communities are heavily reliant on ecosystem goods and services. Land degradation and deforestation from overexploitation of natural resources have had detrimental ecological impacts and adverse socioeconomic consequences, including decreased productivity of agricultural systems. These impacts are intrinsically linked to poverty. Rural farmers cannot afford to increase the productivity of low fertility soils, and erosion on sloped areas exacerbates the problem and leads to adverse downstream impacts, including silting up of waterways and damage to the already weak road infrastructure. The resultant losses in crop and livestock production perpetuate reduced incomes and welfare of rural communities.

The consultancy will support the project by developing a range of livelihood interventions and links to market for ten communities engaged with the project. It is important that the development of the livelihood interventions are participatory with community stakeholders taking a de facto role in the decision-making processes and the development of the interventions. It is also essential that the interventions demonstrate gender equity by providing livelihood solutions that support underrepresented men or women. Each community will be treated as a standalone case and so it is expected that ten livelihood plans will be developed and initiated.

**Consultancy scope of work and activities:**

For the duration of the contract, the consultant is expected to lead this body of work independently while working with the existing project staff in the field, as necessary and regularly reporting to the project management team. Significant community engagement will be required as will engagement with companies based in Dili or elsewhere.

- Preparation of a detailed work plan and proposed methodology for the assignment.
- Based on a needs-assessment, identify key potential livelihood interventions for each of the ten project communities.
- Write-up these interventions into ten livelihood plans, included in these plans should be any active youth groups previously trained under the project as well as members of the CCGs.
- Start the process of implementing the livelihood plans with the community groups – this will result in products sold at market bringing direct benefit to the communities.
- Demonstrate compliance with the CI-GEF project agency’s Environmental and Social Management Framework (ESMF).
- Contribute to a project sustainable livelihoods workshop.

**Deliverables:**

5. Workplan - Within two weeks of signing the contract. The work plan will provide an outline of the approach and steps for achieving the outcomes of the assignment, as well as a detailed work plan table (recommended length max 4 pages).
6. Ten community level livelihood plans developed and some (agreed with communities and project staff) activities within the plans initiated. The plans should include Community Conservation Group members and Youth Trainees.
7. Technical and financial report of ten livelihood plans and the implementation of selected activities within each plan.
8. Contribution to sustainable livelihoods project workshop (materials and presentation).

**Period of Performance**

It is expected this consultancy will be completed during October 2021 and May 2022. However, final work schedule and timeline will be developed by the consultant in the inception period.

**Budget**

This is a competitive bid, applicants should state the budget in the application, this should include consultant labor costs, travel, accommodation, meals, and other direct costs (e.g., telephone, photocopying).

**Contract Type**

The contract will be a fixed-price contract for this work. Per the consultant’s proposal and subsequent negotiations, the contract will include a set of fixed payments based on submission of the Deliverables.

### **Minimum Qualifications/Experience of Consultant**

The consultant will be conversant on sustainable livelihood issues with expertise in establishing successful rural livelihood programs in Timor-Leste. The successful applicant will be fluent in Tetun with good English language skills.

- A post-graduate degree or relevant experience in environmental resource management, business, or other related fields.
- Demonstrated relevant experience (minimum 10 years) developing rural livelihood approaches.
- Substantive experience related to issues of sustainable production.
- Demonstrated experience of linking rural initiatives to private sector markets in Timor-Leste, such as with supermarkets or other platforms.
- Fluent in Tetun and proficient in English languages – Proficient written English is required, any translation and report editing will be the responsibility of the consultant.

### **Location of Work**

The consultant will be based in Timor-Leste and is expected to detail the number of field visits in the application. Desk space is available in the CI TL office in Dili.

**Right of award:** The Project partners may reject any or all bids that are not responsive to the Key Tasks.

**Language:** Proposals must be submitted in English.

**Validity:** Proposals must be valid from submission date through to date of contract close.

**Currency:** Proposals should be budgeted in United States Dollars. Payment will be made in United States dollars.

**Cover and signature:** Applicants should submit their proposals with a cover letter signed by the applicant(s).

**Resumes:** Proposals should include the resume (CV) of the individual(s) and include links to examples of any published works.

### **Instructions for Preparation of Budget (Cost Proposal)**

1. **Maximum:** This is a competitive bid so there is no given maximum budget, applicants are advised to budget their costs accurately and at competitive rates.
2. **Format:** budgets must be submitted in **Microsoft Excel** and explicitly show all units (e.g., labour days), unit costs (e.g., loaded daily rates), and total costs. Excel files should be “unlocked” and show all calculations.
3. **Tax obligation:** CI-TL is legally obliged to withhold 10% of the total budget amount to meet the requirements of the national tax authority. This amount will then be paid

by CI-TL to the local tax authority. CI-TL can provide receipt of this tax payment to the consultant as requested.

4. **Included costs:** budgets should include lines for:

3.1. **Labour**, by individual expert, in person-days, multiplied by either a base daily pay (in US dollars) or a “loaded” daily pay (e.g., inclusive of fringe benefits, other indirect costs, or fee). Proposed daily rates must be in accordance with the qualifications represented in the resumes of the named individuals.

3.2. **Other direct costs**, including costs for items like telephone, internet, photocopying, small office supplies, etc. (if required).

3.3 **Travel and Accommodation** can be lumped summed but must be included.

## APPENDIX 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 to which all parties must adhere.

**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, and with a 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.

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

FOR SERVICE PROVIDER:

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

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

GEF

**APPENDIX 3**  
**RELEASE, WAIVER OF LIABILITY AND CONSENT TO MEDICAL TREATMENT**

**Coronavirus, COVID-19 Warning & Disclaimer**

Coronavirus, COVID-19 are **extremely contagious** viruses that spread easily through person-to-person contact. Authorities recommend social distancing, face coverings and hand sanitation as a means to prevent the spread of the virus. **Coronavirus, COVID-19 can lead to severe illness, personal injury, permanent disability, and death.**

**Participating in Conservation International programs or accessing Conservation International facilities could increase the risk of contracting Coronavirus, COVID-19.** Conservation International in no way warrants that Coronavirus, COVID-19 infection will not occur through participation in Conservation International programs or accessing Conservation International facilities.

**CDC and other governmental guidelines are continually being updated regarding individuals who may be more susceptible to contracting viruses or who may suffer more severe consequences as a result of having a virus. I understand that I and/or other members of my family may have underlying conditions that place us at a higher risk of serious consequences from contracting virus and I willingly consent and agree to participate with full knowledge and understanding of this increased risk.**

Initial \_\_\_\_\_

I, **[full name]** \_\_\_\_\_, have voluntarily agreed to participate in **[program name, destination, trip dates]**, which may include training courses, workshops, field trips, day trips, field work, or any other activities associated with Conservation International Foundation's (CI) projects, activities, or programs (the "Program").

1. I understand and acknowledge that I am not an agent or employee of CI, that I have no authority to bind CI, or make representations on CI's behalf. I voluntarily agree to enter into this Release, Waiver of Liability and Consent to Medical Treatment to govern the terms of my participation in the Program.
2. I understand and acknowledge and accept that my participation in the Program may involve risks and dangers that could result in damage to or loss of personal property, personal injury or loss of life. These risks include, but are not limited to, travel to, within and from rustic and/or remote areas, under rugged conditions, by plane, helicopter, truck, bus, passenger vehicle, boat and other modes of transportation; a lack of adequate or immediately available medical care; forces of nature, unpredictable weather, dangerous wildlife; unstable political conditions and armed conflicts; unsanitary conditions; disease; scuba diving; tree climbing; and dangers that no amount of care, caution or experience can eliminate.
3. Having read and understood the terms of this Release and Waiver of Liability and in consideration of my participation in the Program I for myself, my spouse, family, heirs, executors, administrators, and legal representatives **HEREBY UNCONDITIONALLY AND FULLY RELEASE, WAIVE AND FOREVER DISCHARGE** Conservation International Foundation, its officers, directors, agents, affiliates, employees, and members (collectively, "Releasees"), from any and every claim, liability, suit, debt, controversy, or dispute (including attorneys' fees and costs), of whatever kind or nature, either in law or in equity, related to, resulting directly or indirectly



from, or in any way connected with my participation in the Program, whether due to the fault or negligence of Releasees, circumstances beyond Releasees' control, or otherwise. I understand and agree that Releasees have not expressly or impliedly assumed any duty or obligation toward me or associated with my participation in the Program.

4. I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK growing out of, incidental to, related to, resulting directly or indirectly from, or in any way connected with my participation in the Program whether due to the fault or negligence of Releasees, circumstances beyond Releasees' control, or otherwise, and including, but not limited to, my own activities before, during, and/or after the Program that are not part of the.
5. I further release Releasees and all other officials or professional personnel from any claim, liability, suit, debt, controversy, or dispute (including attorneys' fees and costs), of whatever kind or nature, either in law or in equity, on account of first aid, medical treatment or other health-related services rendered to me during my participation in the Program, and I shall assume full responsibility for payment of any such aid, medical treatment or other services so rendered.
6. I agree to indemnify Releasees from any loss, liability, damage or cost, including attorneys' fees and costs, they may incur growing out of, incidental to, related to, resulting directly or indirectly from, or in any way connected with my participation in the Program.
7. I understand and agree that, except as otherwise agreed to by CI in writing, the Releasees do not provide, carry, or maintain medical insurance and insurance coverage for claims related to bodily injury, loss of life, property damage, and/or economic damage to cover my participation in the Program. I am expected and encouraged to obtain my own health, medical, travel, disability, or other

insurance coverage to insure against the risks and dangers assumed by me.

8. This Release and Waiver of Liability contains the entire agreement between the parties regarding the subjects referenced herein; all prior oral and written communications regarding the subjects referenced in this Release and Waiver of Liability are merged herein.
9. This Release and Waiver of Liability may not be modified or changed orally, but only by an agreement in writing signed by the parties hereto.
10. The performance, construction and enforcement of this Release and Waiver of Liability shall be governed by the laws of the District of Columbia without regard to the principles of conflicts of laws. I agree that any dispute, controversy or claim arising out of or relating to this Release and Waiver shall be settled by confidential arbitration before one arbitrator and administered by the International Centre for Dispute Resolution ("ICDR"), a division of the American Arbitration Association ("AAA"), in accordance with its International Arbitration Rules, as at present in force. The arbitrator will be chosen by ICDR/AAA.
11. In case any provision (or any part of any provision) contained in this Release and Waiver of Liability 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 provision (or remaining part of the affected provision) of this Release and Waiver of Liability, which shall be construed as if such invalid, illegal or unenforceable provision (or part thereof) had never been contained herein but only to the extent it is invalid, illegal or enforceable.
12. I have been fully and completely advised of potential dangers incident to participation in the Program. I have carefully read the foregoing Release and Waiver of Liability, am fully aware

of the legal consequences of signing it, and  
have signed it of my own free will.

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

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

***Permission for Emergency Medical Treatment***

I, [**full name**] \_\_\_\_\_, hereby grant Conservation International ("CI") permission to authorize medical treatment on my behalf, including, but not limited to, administration of antibiotics, anesthesia and other medications, transfusions or blood products, life-saving and other necessary surgical procedures, and hospitalization, in the event that I am unable, for any reason, to authorize or approve of such treatment on my own behalf. I further agree to indemnify and hold CI harmless for any or all actions growing out of, incidental to, relating to, resulting directly or indirectly from, or arising out of any such emergency medical treatment. I agree that CI does not have any duty, obligation or responsibility to authorize or seek medical treatment on my behalf. The Release and Waiver of Liability that I have executed related to my participation in the Program is incorporated by reference herein.

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

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

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

Solicitation Number: CITL-20220301

D-U-N-S Number (if applicable): **XXX-XXX-XXX**

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

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

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

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

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

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

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

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

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

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

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

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

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