



## REQUEST FOR PROPOSALS

**RFP Title:** Lead Researcher/Consultant/Firm for a Livelihood assessment of Communities Surrounding Established National Parks in Liberia

**RFP No:** Z3-2018-001

**Date of Issuance:** July 31, 2018

**Closing Date:** August 6<sup>th</sup>, 2018 12pm EST

**Estimated Award Date:** August 15<sup>th</sup>, 2018

## SECTION I: BACKGROUND

Pact is an International NGO with offices throughout the world with a mission to enable systematic solutions that allow those who are poor and marginalized to earn a dignified living, be healthy and take part in the benefits that nature provides. Pact accomplishes this by strengthening local capacity, forging effective governance systems and transforming markets into a force for development.

To protect 96,000 Ha of forest on the border between Liberia and Cote d'Ivoire, the government of Liberia has established the Liberia National Park through the Forestry Development Authority (FDA). The FDA has been mandated by the National Wildlife and Protected Management Act to prepare and publish a General Management Plan including the necessary measures to support and enhance livelihood activities for local communities. Pact is seeking a lead research/consultant to develop a baseline of the existing livelihoods and poverty levels around a Liberian National Park, the findings of which will be integrated into existing livelihood activities in surrounding communities in the management of the national park.

The general goal of this consultancy is to clarify community engagement in forest activities and forest related value chains of importance for the long-term ecological integrity of the national park as well as to clarify poverty levels and needs of social infrastructure in surrounding (and dependent) communities. The consultant will do so by:

1. Using a gender-sensitive approach, identify and collect baseline indicators to describe livelihoods, poverty levels, and dependence of forest resources in a sample of communities representative of the chiefdoms in the periphery of the national park;
2. Identifying tree species of importance for communities around the national park according to their cultural/spiritual, medicinal and economic values;
3. Clarifying how communities are engaged in the extraction of natural resources, including non-timber forest products, artisanal timber and bush-meat;
4. Producing a final report with practical recommendations for the development of a 5-year management plan for the national park, following a table of contents agreed between the consultant and the TGS Project.

## SECTION II: SCOPE OF WORK

### A. Place of Performance

All services required under this solicitation will be performed in Liberia, specifically, Grand Gedeh County.

### B. Period of Performance

All goods and services required under this solicitation will be delivered from August 27<sup>th</sup>, 2018 to November 30<sup>th</sup>, 2018.

### TOTAL CONSULTANCY DAYS:

- ✓ 1 Senior Social Scientist: Up to 30 consultancy days exc. travel days between Monrovia and Zwedru. All travel and accommodation expenditures will be paid for by the TGS-FL. No fee included during travel days between Monrovia and TGS area.
- ✓ 1 field scientist: Up to 35 days, exc. travel days between Monrovia and Zwedru. All travel and accommodation expenditures will be paid for by Pact. No fee included during travel days between Monrovia and TGS area

### C. Scope of Work

The consultant will be responsible for preliminary design of survey tools, data collection, and data analysis/final write-up.

## Preliminary Design of Survey Tools

- A. Propose a set of indicators that will be used to measure:
  1. community access to base services
  2. household poverty
  3. relationship with forests and forest value chains in communities around the proposed national park

When possible, indicators shall be harmonized with those referred to in the socio-economic baseline of the park developed in 2015<sup>1</sup>. These may include:

- a. Access to drinking water
  - b. Access to school services
  - c. Transportation and road access
  - d. Food security
  - e. Access to basic services and market connections in Côte d'Ivoire
  - f. Sources and levels of income
  - g. Land tenure and mechanisms to access land
- B.** Develop a list of livelihood activities and value chains in which people may engage across the Liberian National Park space, ensuring that men and women activities are captured – with an emphasis in forest related-activities likely to be affected by the establishment of a national park.
- C.** Develop adequate data collection instruments for group discussions and household interviews, including open and closed questionnaires related to areas relevant to the project.
- D.** Pre-test, adjustment, and harmonization with other data collection tools developed by implementing partners of the proposed donor in Liberia.

### **Data Collection**

- A.** Organize participatory community meetings in each village as well as focus group discussions using a gender sensitive approach, community meetings, and key informant interviews with communities in 6-10 towns around the park following a methodology agreed with the prospective donor project. Meetings will be organized in collaboration with Pact, the donor/client, and local Liberia FDA staff and may include key informants and attendants from nearby villages or settlements.

The design of the questionnaires may include the following questions:

1. Access to services – Evaluation on access to water, roads/transport costs, medical services, schools, etc.
  2. Relations with forests and natural assets – Natural resources in the community, including tree species or forest areas with important cultural or which the community relies, specifying per gender Regulation of access to forest resources, and extraction of forest products, human-wildlife conflict
  3. Value chains – Through additional focus group discussions, key interviews describe market linkages, entry barriers, actors, and volumes for local value chains related to forests in the surveyed communities (timber, cocoa, rubber and palm oil, gold mining).
- B.** Conduct household interviews in the 6-10 sampled communities covering at least one third of the households, and a minimum of 30 households per community. 10 additional questionnaires will be done to female members of the community to assess the specific relation of women with forest resources and forest related value chains. Questions in the household interview should be, as much as possible harmonized with other socio-economic surveys being developed in the area and may include:
- Demographic and socio-economic characterization of the household
  - Measurement of the different livelihoods and value chains in which the household engages in, including a measurable scale of their contribution to the household (with an emphasis in forest products), including a description of trade linkages and markets
  - Measurement of poverty level in the household including:
    - Subjective perception of wellbeing
    - Material style of life: using relevant indicators such as house, roofs, toilet they use, furniture in the house, radios, etc.
    - Food security: example of diet during the last few days and food security questions, for example using the FAO/FIES Scale <http://www.fao.org/in-action/voices-of-the-hungry/en/#.V-FAiq3EMkw>

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<sup>1</sup> Forestry Development Authority. 2015. Opportunity For Community-Driven Biodiversity Conservation For Liberia's Forestry Sector. Results Of A Socio-Economic Study Of The Wonegizi And Grebo Forests. Whein Town. Liberia.

- Questions about attitudes toward conservation, land tenure, transboundary relations, and ecological connectivity.

### **Data Analysis & Final Write up**

- Enter collected data using Excel or any other statistical software (i.e. SPSS).
- Analyze the data obtained and draft up a final report discussing results.

### **Deliverables**

To receive payment, the consultant must adequately and successfully complete the following:

1. A profile describing livelihoods, poverty levels, value chains and forest resources in each community and chiefdom, including a specific discussion on gender and access to forest resources.
2. A list of tree species of cultural/spiritual, medicinal or economic value for local communities.
3. A data set in EXCEL, ACCESS, and SPSS format or similar, and GPS coordinates of households interviewed, and villages visited.
4. Mission reports and meeting minutes.

	Deliverables including Reporting Requirements	To be Completed by no later than these Due Dates	Delivery Instructions (# of copies, paper/electronic transmittals, formats, names of recipients/reviewers, etc)
<b>1</b>	<b>Development of survey tools (preparation)</b>		
1.1	Establish a set of local poverty indicators relevant for forest communities in the region and establish clear and easy to measure metrics	September 15 <sup>th</sup> , 2018	
1.2	Develop a preliminary list of livelihood activities in which people engage across the national park space (men and women), with an emphasis in forest related-activities	September 15 <sup>th</sup> , 2018	
1.3	Pre-test and adjustment of the survey tools	September 15 <sup>th</sup> , 2018	
<b>2</b>	<b>Development of the survey (Data Collection)</b>		
2.1	Focus groups, household Interviews, and community meetings	Oct 19 <sup>th</sup> 2018	
<b>3</b>	<b>Data Analysis &amp; Report Writing</b>		
3.1	Data Entry & Analysis	Oct 31 <sup>st</sup> , 2018	data set in EXCEL, ACCESS and SPSS format or similar, and GPS coordinates of households interviewed, and villages visited.
3.2	Submission of draft Final report for comments	Nov 15 <sup>th</sup> , 2018	
3.3	Submission of Final report	Nov 30 <sup>th</sup> , 2018	

### **SECTION III: SUBMISSION INSTRUCTIONS**

- Submission of Questions:** All questions or clarifications regarding this RFP must be in writing and submitted to [pactliberiaprourement@pactworld.org](mailto:pactliberiaprourement@pactworld.org) no later than 12pm Eastern Standard (U.S)/ 4 pm Monrovia on August 6, 2018. Questions and requests for clarification, and the responses thereto, will be circulated to all RFP recipients who have indicated an interest in this RFP.
- Technical Proposal**  
The technical proposal in response to this solicitation must address how the offeror intends to carry out the statement of work contained in Section II. It should also contain a clear understanding of the work to be

undertaken and the responsibilities of all parties involved. Please note that technical proposals will be evaluated based on the evaluation criteria set forth in Section IV. Offerors shall provide all documentation in English. The technical proposal should be in font size 12, Times New Roman, single spacing. Proposals should not exceed 12 pages. Please note that technical and cost applications should be separate files.

1. **Proposal Cover Sheet.** The first page of the proposal must use the Proposal Cover sheet as per Attachment 1. This section does not count against the page limit above.
2. **Capability Statement:** Provide a short description of offeror's capabilities that qualify the organization to be chosen to conduct the scope of work. This should be no more than one (1) page.
3. **Technical Approach:** The technical approach should state clearly the offeror's understanding of the requirements in Section II as well as the proposed approach to accomplish the contract objectives and achieve results. Offerors should keep in mind the geography of the place of performance and any travel that may be required to accomplish the work. Clarity, completeness, and directness are imperative. Elaborate formats are not desirable. This section should be five (5) pages.
4. **Management and Staffing Plan.** Please describe how proposed staff will work collaboratively to achieve the offeror's proposed technical approach to the scope of work. The offeror should include a management and staffing plan including both key and non-key personnel for activities along with details on the roles and responsibilities of the staff. CVs for key personnel may be included in an annex to the technical proposal and will not count against the page limit. This section should be half-page.
5. **Detailed Work Plan.** Describe the key activities you will undertake under this contract. At a minimum you must include a description of the activity, expected outputs, and estimated completion date. This section should be no more than two (2) pages.
6. **Past Performance.** Describe the organization's previous experience within the technical area for projects of the same or similar scope and size. Offerors must include details demonstrating their experience and technical ability, including those of proposed consortium members, in implementing the technical approach/ methodology and the detailed work plan. This section should be one (1) page.
7. **References.** Offeror shall list at least three major contracts its company has held over the past five (5) years for the same or similar work. This section should be one (1) page. Provide the following information for each contract:
  - a. Customer's name, address, and telephone numbers of customer's lead contact and technical personnel;
  - b. Contract number and type;
  - c. Date of the contract, place(s) of performance, and delivery dates or period of performance;
  - d. Contract size and dollar value;
  - e. Brief description of the work, including responsibilities;
  - f. Comparability to the work required under this solicitation;
  - g. Brief discussion of any technical problems and their resolutions;
  - h. Brief discussion of any terminations (partial or complete) and the type (convenience or default) as well as any show cause notices or cure notices (provide explanatory details).

C. Cost Proposal

Cost proposals will be evaluated separately from technical proposals. The cost proposal shall include a detailed budget that reflects clearly the costs necessary to implement the proposed contract and must include all taxes that are required to provide the services requested. Costs should be represented in US Currency. The anticipated award will be an all-inclusive Time and Materials Contract. No profit, fees, taxes, or additional costs can be added after award. The cost proposal must be valid for at least 90 days.

1. **Proposal Cover Sheet.** The first page of the proposal must use the Proposal Cover sheet as per Attachment 1. This section does not count against the page limit above.
2. **Summary Budget.** The offeror should present a summary budget by line item.

3. **Supporting Documentation:** Additional supporting budget documentation (as necessary), including travel quotations, historical cost information, profit/fee policy, etc. to substantiate all proposed costs. A copy of the latest NICRA or audited indirect costs must be included if the offeror has one.

Pact may require additional, more detailed budget information prior to issuing a subcontract.

- D. **Certifications:** Offerors responding to this RFP must include the following disclosures and certifications as part of the proposal submission in an annex to the cost proposal.
  1. Disclose any close, familial, or financial relationships with Pact or project staff. For example, if an offeror's cousin is employed by the project, the offeror must state this.
  2. Disclose any family or financial relationship with other offerors submitting proposals. For example, if the offeror's father owns a company that is submitting another proposal, the offeror must state this.
  3. Certify that the prices in the offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
  4. Certify that all information in the proposal and all supporting documentation are authentic and accurate.
  
- E. **Submission of Proposals:** Submissions must be forwarded in electronic format only (either PDF or Microsoft Word and Excel) to [pactliberiaprourement@pactworld.org](mailto:pactliberiaprourement@pactworld.org). Offeror's proposals should not contain any unnecessary promotional material or elaborate presentation formats (black and white is preferred). Offerors must not submit zipped files. Those pages requiring original manual signatures should be scanned and sent in PDF format as an email attachment. The technical proposal and cost proposal must be kept separate from each other. Please reference the RFP Number and RFP Name in the e-mail subject line. Offerors are responsible for ensuring that their offers are received in accordance with the instructions stated herein. Late offers may be considered at the discretion of Pact. Pact cannot guarantee that late offers will be considered.

#### SECTION IV: EVALUATION CRITERIA

A. **Review Process.** Pact will establish a selection committee that includes representatives from various company departments and external professionals if necessary. All technical reviewers will be subjected to a screening process to eliminate any conflict of interest. Evaluation will be based on the criteria set forth in section B. Evaluation Criteria.

B. **Evaluation Criteria.** The award will be decided on Best Overall Value as determined by a Selection Committee on the basis of the criteria set forth below, as demonstrated in the Offeror's proposal. Only proposals conforming to the solicitation requirements will be considered. This RFP will use the tradeoff process to determine best value. That means that each proposal will be evaluated and scored against the evaluation criteria and expectations below, which are stated in the table below. Cost proposals are not assigned points, but for overall evaluation purposes of this RFP, technical evaluation factors other than cost, when combined, are considered more important than cost factors. If technical scores are determined to be equal or nearly equal, cost will become the determining factor.

Evaluation Criteria	Expectations	Score
Responsiveness to the Scope of work	Technical know-how – Does the proposal clearly explain, understand and respond to the objectives of the project as stated in the Scope of Work?	20
Feasibility of approach and methodology	Approach and Methodology – Do the proposed program approach and detailed activities/timeline fulfill the requirements of executing the Scope of Work effectively and efficiently?	30
Feasibility of management approach and overall staffing	Is proposed management approach sufficient to achieve offeror's technical approach?	15
Key Personnel Qualifications	Personnel Qualifications – Do the proposed team members have necessary experience and capabilities to carry out the Scope of Work?	15
Offeror's Past Experience and Implementation of Similar Assignments	Company Background and Experience – Does the company have experience relevant to the project Scope of Work?	20
<b>TOTAL AVAILABLE POINTS</b>		<b>100</b>

## **SECTION V: TERMS AND CONDITIONS**

### **A. Disclaimers**

- Pact reserves the right to modify by written notice the terms of this solicitation at any time in its sole discretion. Pact may cancel the solicitation at any time
- Pact may reject any or all proposals received.
- Issuance of solicitation does not constitute award commitment by Pact.
- Pact reserves the right to disqualify any application based on applicant's failure to follow solicitation instructions.
- Pact will not compensate applicants for their response to the solicitation.
- Pact reserves the right to issue an award based on initial evaluation of applications without further discussion.
- Pact may choose to award only part of the scope of work in the solicitation or to issue multiple awards the scope of work.
- Pact reserves the right to waive minor proposal deficiencies that can be corrected prior to award determination to promote competition.
- Pact may contact offerors to confirm contact person, address, and that the proposal was submitted for this solicitation.
- Pact may contact listed past performance references without notice to the offeror. Pact also reserves the right to contact other past performance information sources that the offeror did not list in the proposal.
- By submitting a proposal, the offeror confirms they understand the terms and conditions.
- Information pertaining to and obtained from the Offeror as a result of participation in this solicitation is confidential. The offeror consents to the disclosure of the documents submitted by the offeror to the reviewers involved in the selection process. Please note that all reviewers are bound by non-disclosure agreements.

### **B. Standard Provisions**

See Attachment 2 Pact General Terms and Conditions

### **C. Attachments**

Attachment 1: Proposal Cover Sheet

Attachment 2: Pact General Terms and Conditions

**Attachment 1**

**Proposal Cover Sheet**

**Instructions:** Please fill in the information requested highlighted in yellow below. This page should be the first page in your Technical Proposal Submission and in your Cost Proposal Submission.

<b>Project RFP No.:</b>		<b>Z3-2018-001</b>
<b>RFP Title:</b>		<b>Liberia Researcher Consultant</b>
<b>Submission Date:</b>		<b>8/6/2018 -4 PM Monrovia time</b>
<b>Internal Proposal Number</b>		<b>(for vendor use if applicable)</b>
<b>Anticipated Performance Start Date</b>		<b>Month/Day/Year</b>
<b>Offeror Contact information</b>	<b>Name</b>	
	<b>Title</b>	
	<b>Email</b>	
	<b>Phone</b>	
	<b>Address</b>	
	<b>Type of Entity</b>	<b>Insert here</b>
<b>Persons authorized to negotiate for Offeror</b>		<b>Insert Name, title, and contact information</b>
<b>Total Cost Proposed</b>		<b>Insert total cost here</b>
<b>Total Pages submitted (include all annexes)</b>		<b>Insert total pages here</b>
<b>Offeror Agreement</b>		
By signing this document, Offeror hereby certifies to the accuracy and completeness of all pricing information, technical data, delivery dates, representations and certifications included in their offer as well the acceptance of all of the terms and conditions set forth in the RFP/Solicitation. The Offeror confirms that all prices and delivery dates shall be valid for a period of <b>ninety (90)</b> days following the anticipated performance start date stated above, unless otherwise clearly specified by Offeror.		
<b>Signature:</b>		
<b>Name and Title:</b>		
<b>Date:</b>		



## Attachment 2

### PACT GENERAL TERMS AND CONDITIONS FOR SERVICES

#### 1. PERFORMANCE AND DELIVERY

The Vendor shall perform the work described in *Attachment 1* during the period specified in the cover and shall make final delivery of completed tasks and work products no later than the completion date, unless this purchase order is cancelled earlier or extended by written modification executed by duly authorized officials of the Parties. Whenever the Vendor knows, or reasonably should know, that any actual or potential condition is delaying, or threatens to delay, the timely performance of work under this purchase order, the Vendor shall, within five (5) calendar days, provide the Pact Project Manager written notice thereof, including all relevant information with respect thereto.

#### 2. PRICE

The Vendor shall provide the services and work products ordered for up to the ceiling or total cost of this purchase order. Price(s) set forth in this purchase order, including modifications, shall be the only amount payable to the Vendor by Pact upon satisfactory fulfillment of requirements this purchase order.

#### 3. STATEMENT OF WORK (*Attachment 1*)

The Vendor shall provide the services and deliver the work products specified in *Attachment 1*. The Vendor shall perform the work required hereunder according to the highest professional standards, utilizing qualified personnel, good and sufficient materials and equipment to meet the descriptions, specifications and standards required by Pact. The Vendor may receive, and shall abide by, technical directions from Pact's Project Manager. The Vendor shall be responsible for providing or arranging for all administrative and logistic support.

#### 4. KEY PERSONNEL

If identified in this purchase order, the Vendor shall make available the key personnel designated as such to perform the work under this purchase order. Prior to diverting such key personnel, the Vendor shall notify the Pact Project Manager, reasonably in advance, and shall submit justification and explanation (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the purchase order (including cost implications, if any). No diversion or replacement of key personnel shall be made by the Vendor without Pact's prior written consent.

PACT reserves the right to order the removal of any Vendor personnel performing under this purchase order for nonperformance and/or misconduct. Vendor shall comply with any such order by Pact to remove and suspend the services of any Vendor personnel under this purchase order. In the event of nonperformance, replacement costs (i.e., travel and transportation, etc.) shall be the responsibility of the Vendor.

The Vendor shall meet and abide by all approval (including international travel) and security requirements for its personnel performing under this purchase order that may be required by Pact and/or the Pact client that provides funding for this purchase order.

#### 5. INVOICING AND PAYMENT

For fixed price purchase orders, the Vendor will submit its invoice to Pact according to the negotiated payment schedule provided in *Attachment 2*. The Vendor certifies that each invoice with receipts presented for payment shall be solely for services performed and work products delivered and no part or portion of any invoice represents or is attributable to any payment, gift, gratuity or other thing of value given to any person, organization, entity or governmental body (except for those payments required by law). Pact agrees to pay the Vendor for its invoices based on actual receipts submitted within 30 days of receipt of a proper invoice provided that the requirements of this purchase order are being met by the Vendor, including the submission of work products according to the schedule specified in the statement of work. Reimbursement for travel and per diem expenses shall be in accordance with the Federal Travel Regulations if this purchase order is funded through a prime award from the U.S. Government. Otherwise, reimbursement shall be as negotiated and provided in the approved budget.

A proper invoice must include:

1. The Vendor's name and complete address;
2. Date of invoice;
3. The purchase order number;

4. The period/services/deliverables covered by the invoice; and
5. For fixed-price purchase orders: the fixed amount billed for the stated deliverable.

Invoices shall be submitted in an original and two (2) copies.

Payments shall be made to the Vendor by electronic bank transfer to the bank account provided by the Vendor on the invoice unless another mechanism is requested by the Vendor.

In addition to any other available remedies, if, in the opinion of Pact, the Vendor fails to perform in accordance with the terms of the purchase order, the Pact Project Manager may refuse or limit approval of any invoices for payment, and may cause payments to the Vendor to be reduced or withheld until such time as Pact determines that the Vendor has met the performance terms as established by the purchase order.

#### 6. TAXES

Pact, Inc. is a tax-exempt organization under Section 501(c)3 of the U.S. Internal Revenue Code and in the District of Columbia. The Vendor shall recognize Pact, Inc.'s tax-exempt status where provided. For other jurisdictions (domestic and foreign), the Vendor's invoices shall state applicable taxes owed by Pact, if any, by tax jurisdiction and with a proper breakdown between taxable and non-taxable items. The Vendor shall remit such tax payments to the appropriate jurisdiction. The Vendor will indemnify Pact from any claims by any jurisdiction relating to taxes paid by Pact to the Vendor; and for any penalties, fines, additions to tax or interest thereon imposed as a result of the Vendor's failure to remit the taxes in a timely manner to the appropriate taxing jurisdiction or for the Vendor's failure to invoice Pact for the correct amount of taxes.

#### 7. INSPECTION OF WORK AND RECORDS

Pact and its client funding the work ordered in this purchase order have the right to monitor, inspect and evaluate the work performed or being performed under this purchase order, including the premises where the work is being performed at all reasonable times and in a manner that will not unduly delay the work. If either Pact or the client performs inspection or evaluation on the premises of the Vendor or its lower-tier subcontractors, the Vendor shall furnish and requires its subcontractors to furnish all reasonable facilities and assistance for the safe and convenient conduct of these duties. The Vendor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this purchase order. The Vendor agrees that these records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized agents of Pact. Unless otherwise specified, the Vendor shall retain all such records concerning this purchase order for a period of three (3) years after the completion of the purchase order. If any litigation, claim or audit is started before the expiration date of this three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

#### 8. REQUIRED INSURANCE

The Vendor shall be responsible for obtaining and maintaining all insurance including workers' compensation, employer's liability, medical evacuation, general liability and automobile liability. The limits of coverage under each insurance policy maintained by Vendor shall not be interpreted as limiting the Vendor's liability and obligations under this purchase order. Upon request by Pact, the Vendor shall furnish Pact with a certificate of insurance depicting the insurance requirements set forth in this section.

#### 9. RESTRICTED COUNTRIES

The Vendor is prohibited from obtaining goods or services to fulfill any of the requirements of this purchase order from the following countries: Libya, Cuba, Laos, Iran, North Korea, and Syria.

#### 10. CHANGES AND MODIFICATIONS

When changes ordered by Pact cause an increase or decrease to the cost or time required to perform the work ordered, the Parties shall negotiate an equitable adjustment in price to account for the increase or decrease. All changes ordered by Pact must be by written modification to this purchase order and duly executed by authorized officials of the Parties.

## 11. COMPLETE AGREEMENT

This purchase order expresses the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes prior oral and written agreements between the parties, and may only be modified by an instrument in writing executed by both the Vendor and Pact.

## 12. INDEPENDENT CONTRACTOR STATUS

This purchase order does not bind nor purport to bind the donor or sponsor agency providing funds to Pact. The execution of this purchase order and performance of the work contractor hereunder shall not (a) create the relationship of principal and agent, employer and employee, joint venture, or partnership between Pact and the Vendor; and (b) establish any privity of contract between the Vendor and Pact's client that provides funding for this purchase order.

## 13. INDEMNIFICATION

13.1 The Vendor is solely and exclusively liable to third parties for all costs incurred by the Vendor, all claims of damages against the Vendor arising out of, or based on its performance of this purchase order. The Vendor shall indemnify and hold harmless Pact and Pact's clients, including their respective officers, agents and employees, against all liability or loss, demands, suits, damages and claims or actions, fines or judgments (including costs, attorney's and witnesses' fees and expenses incident thereto) based upon or arising out of property loss or damage and of personal injury or death which may be sustained by the Vendor or by any of its employees, agents, consultants, or subcontractors as a result of performing the work required under this purchase order, excepting only liability arising from affirmative acts, done with intent to cause loss, damage or injury, by Pact or Pact's client(s) or the officers, agents or employees of either.

13.2 Patent Indemnity. The Vendor shall indemnify Pact and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this purchase order.

## 14. ASSIGNMENT

This purchase order or any interest herein nor claim hereunder shall not be assigned, transferred, or subcontracted by the Vendor except as expressly agreed upon in writing by Pact.

## 15. CONFIDENTIAL INFORMATION

15.1 The Vendor may become privy to confidential information either provided to the Vendor by Pact or discovered by the Vendor without the knowledge of Pact. The Vendor agrees to treat such information as confidential and to use such information only for the purposes of carrying out the work under this purchase order. The Vendor further agrees that such information will not be disclosed to any third party without the prior written consent of Pact and return to Pact all original and copies of such information upon completion of this agreement or whenever requested by Pact, whichever occurs first.

15.2 No news release, public announcement, denial or confirmation of any part of the subject matter of this agreement shall be made without the prior written consent of Pact. The restrictions of this article shall continue in effect upon completion or termination of this purchase order for such period of time as may be mutually agreed upon in writing by the parties. In the absence of a written established period, no disclosure is authorized.

## 16. OWNERSHIP OF DATA AND WORK PRODUCTS

The Vendor agrees that all project data first produced under this purchase order are owned by Pact, Inc. All Work or Work Products delivered by the Vendor under this purchase order shall be deemed a "work made for hire" and all rights and ownership therein shall immediately vest in Pact, Inc. All copyright and intellectual property rights herein shall vest in Pact, Inc.

## 17. WARRANTIES

The Vendor warrants that:

17.1 The Vendor and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of purchase orders by any U.S. federal agency.

17.2 It is not aware of relevant facts or circumstances which might indicate the existence of or give rise to actual or potential organizational conflicts of interest. Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice, or the person's objectivity in performing the purchase order work is or might be otherwise impaired, or a person has an unfair competitive advantage.

17.3 It has all the rights necessary to perform the services and deliver the work products ordered and shall perform its responsibilities under this purchase order in a professional and highly skilled manner and to standards not less than those generally accepted in the Vendor's industry.

17.4 The items delivered hereunder are fit for use for the particular purpose specified in this purchase order.

## 18. STOP-WORK ORDER

Pact, may at any time, by written order to the Vendor require the Vendor to stop all, or any part, of the work called for by this purchase order for a specified period after the order is delivered to the Vendor, and for any further period to which the parties may agree. Upon receipt of the order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

## 19. EXCUSABLE DELAYS

The Vendor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Vendor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Vendor shall notify Pact in writing as soon as it is reasonably possible after the commencement of any excusable delay.

## 20. TERMINATION

20.1 For Convenience. Pact may terminate performance of work under this purchase order, in whole or in part, for its convenience upon thirty (30) days' notice to the Vendor without obligation or liability of any nature except to make payments to the Vendor for services rendered up to the effective date of termination. Upon such notice, the Vendor shall use its best efforts to conclude its work and minimize costs up to the effective termination date of the purchase order.

20.2 For Default. If either party defaults in its obligations under this purchase order fails to cure the default within ten (10) days after receiving written notice specifying the default, the party not in default shall be entitled to immediately terminate the purchase order upon written notice to the other party. Pact shall not be liable to the Vendor for any amount for goods and/or services not accepted by Pact. The election to terminate shall not be construed to be an election of remedies or a waiver thereof, and the party not in default shall be entitled to each and every other remedy available at law and/or in equity.

20.3 Bankruptcy. If the Vendor shall be declared insolvent or bankrupt, or if any assignment of its property shall be made for the benefit of creditors or otherwise, or if its interest herein shall be levied upon under execution or seized by virtue of any writ of any court, or if a petition is filed in any court to declare the Vendor bankrupt and not dismissed within sixty (60) days, or if a trustee in bankruptcy, receiver or receiver-manager or similar officer is appointed for the Vendor or for any of the Vendor's assets, then Pact may, at its option, terminate, without charge, this purchase order or a portion thereof and shall thereupon be free from all liability under this purchase order. The ability of Pact to terminate in such instances shall be subject to the applicable bankruptcy and insolvency statutes.

## 21. COMPLIANCE WITH LAWS AND REGULATIONS

21.1 The Vendor shall comply with all laws and regulations of Federal, State, or local governments, as well as all U.S. statutes, regulations, and administrative requirements regarding relationships with non-U.S. governmental and quasi-governmental entities including but not limited to the export control regulations of the Department of State and the International Traffic in Arms Regulations (ITAR), the Department of Commerce and the Export Administration Act (EAA), the anti-boycott and embargo regulations and guidelines issued under the EAA, and the regulations of the U.S. Department of the Treasury, Office of Foreign Assets Control. Vendor shall give all notices and obtain all permits and licenses required under such laws.

21.2 The Vendor acknowledges and understands that it must comply fully with the anti-bribery provisions of the U.S. Foreign Corrupt Practices Act, as amended ("FCPA"). Specifically, the Vendor understands and agrees that it shall be unlawful for the Vendor and/or any officer, director, employee or agent of the Vendor to make any kind of offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value to either:

- A. Any foreign official (or foreign political party) for purposes of either influencing any act or decision of such foreign official in his official capacity, or inducing such foreign official to do or omit to do any act in violation of the lawful duty of such official, or securing any improper advantage, or inducing such foreign official to use his influence with a foreign government, or instrumentality thereof, to affect or influence any act or decision of such government or instrumentality in order to assist such person in obtaining or retaining business for or with, or directing business to any person; or
- B. To any person, while knowing that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any foreign official (or foreign political party), or to any candidate for foreign political office, for any of the prohibited purposes described above.
- C. Further, the Vendor acknowledges that "foreign official" means any officer or employee of a foreign government or any department, agency or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization.

21.3 If the activities purchased under this purchase order involve children, or personnel engaged in the implementation of the scope of work may come into contact with children, these activities could raise the risk of child abuse, exploitation, or neglect. The vendor agrees to abide by the following child safeguarding core principles:

- Ensure compliance with host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with U.S. law where applicable;
- Prohibit all personnel from engaging in child abuse, exploitation, or neglect;
- Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations;
- Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image-generating activities of children;
- Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and
- Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect; mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel.

21.4 Pact is opposed to all forms of trafficking in persons and is committed to mitigating the risk of trafficking in persons in connection with its operations and programs. Pact is committed to full compliance with the U.S. Government's laws, regulations, and policies that prohibit trafficking in persons, including Executive Order 13627, "Strengthening Protections Against Trafficking in Persons in Federal Contracts" and the U.K. Government's Modern Slavery Act; and any other regulations from other agencies and governments, as applicable. Pact leadership understands the importance of anti-trafficking and has devoted resources to promote compliance. The vendor, by signing this purchase order, agrees to prohibit the following actions in the workplace and for all staff engaged on the work defined in this purchase order:

- Engaging in any form of human trafficking
- Engaging in commercial sex acts, which includes during work hours, while attending off-site functions, and any time in work travel status
- Using forced labor of any kind for any reason
- Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents
- Using misleading or fraudulent recruiting practices
- Charging employee candidates recruitment fees for employment
- Failing to pay contractually agreed return transportation costs for certain employees who have finished employment outside that employee's nation of residence
- Providing or arranging housing that fails to meet the host country's housing and safety standards

- Failing to provide proof of employment or similar work document in writing prior to the employee departing from his or her country of origin

## 22. DISPUTES

In case of a dispute arising from this agreement, the parties shall use their best efforts to arrive at a mutually acceptable resolution. Any dispute that is not settled through best efforts shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitration shall take place in Washington, D.C. The language of arbitration shall be English. Arbitrator(s) shall be appointed as provided in the American Arbitration Association Commercial Arbitration Rules. The arbitrator(s) may not award punitive or special damages. The parties in dispute shall each pay its own expenses in conjunction with the arbitration, but the compensation and expenses of the arbitrator(s) shall be borne in such manner as maybe specified in the decision of the arbitrator(s). No news release, public announcement, denial or confirmation of any part of the subject matter of this agreement shall be made without the prior written consent of Pact. The restrictions of this article shall continue in effect upon completion or termination of this Agreement for such period of time as may be mutually agreed upon in writing by the parties. In the absence of a written established period, no disclosure is authorized. The Vendor shall proceed diligently with its performance of this purchase order pending the final resolution of any dispute arising or relating to this purchase order. Pact shall continue to reimburse the Vendor for its allowable costs in accordance with the payment provisions of this purchase order except for those costs related to the dispute.

## 23. APPLICABLE LAW

This purchase order shall be governed by and construed under the laws of the District of Columbia, not including the 1980 United Nations Convention on Purchase orders for the International Sale of Goods.

## 24. FLOW-DOWN PROVISIONS

If this purchase order will be paid with USAID funds, Pact's prime award from USAID requires the flow-down of select provisions to the Vendor. To determine applicability, directive statements of applicability are contained in the parenthetical statement preceding the standard provision. When a standard provision is applicable in accordance with the applicability statement, the use of such standard provision is mandatory unless a deviation has been approved in accordance with ADS Chapter 303.5.3. These provisions can be downloaded from:

- A. US NGOs: <http://www.usaid.gov/sites/default/files/documents/1868/303maa.pdf>
- B. Non US NGOs: <http://www.usaid.gov/sites/default/files/documents/1868/303mab.pdf>

Where the U.S. Government or USAID is mentioned in the standard provisions, "Pact" shall be substituted and the provision shall be read and interpreted to assign to Pact the authorities and functions of USAID unless these are reserved and cannot be delegated to Pact.

## 25. VALIDITY OF TERMS

If any term herein is determined to be unenforceable, such a determination shall not affect the validity of the remaining provisions provided that such unenforceability does not materially affect the parties' rights under this purchase order. The failure of a party to enforce any provision herein, it shall not constitute a waiver of such provision or the right of such party to enforce such provision and every other provision.

## 26. ORDER OF PRECEDENCE

In the event of an inconsistency between provisions of this purchase order, the inconsistency shall be resolved by giving precedence in the following order: (a) the terms and conditions of this purchase order and (b) the Statement of Work.