



**WILDLIFE CONSERVATION SOCIETY UGANDA COUNTRY
PROGRAM
REQUEST FOR PROPOSALS FOR
DEVELOPMENT OF A SECURE INFORMATION SHARING SYSTEM**

DEADLINE: June 30, 2020

INVITATION

Wildlife Conservation Society (WCS) is seeking proposals from qualified ICT consultants to provide services for the **development of a secure information sharing system** to facilitate secure sharing of information between its partner institutions and agencies. The consultant will be responsible for designing, developing, testing, and installing the system. The envisaged system must include the following features:

- a. Run on a web-based virtual private network (VPN).
- b. Allows secure access by authorized users with different access rights.
- c. Allows data entry and validation.
- d. Provides for sharing of files, data and other information in a closed group.
- e. Allows report generation and export to spreadsheet and pdf.
- f. Allows data sharing from different user accounts.
- g. Illustrates metrics on a dashboard.
- h. Notifies users, via email, of upcoming events, tasks, conferences, meetings.
- i. Provide for secure and tracked login on mapped personal and office devices such as phones and laptops.

The consultant is expected to deliver a fully functional web-based information sharing system on a virtual private network, a training manual, and an installed hosting server as per WCS specifications.

This Request for Proposals (RFP) provides detailed information as to the project requirements and the desired qualifications of applicants.

ABOUT WCS

WCS is a not-for-profit organization dedicated to saving wildlife and wild lands through science, international conservation, education, and the management of the world's largest system of urban wildlife parks. The program operates to support the protection of elephants across their ranges and in many of their interventions that are backed by science and proven effective. Our approaches are summarized under three



key objectives: Stop the killing, stop the trafficking, and stop the demand. For more information, visit our website: <https://uganda.wcs.org> and www.wcs.org

WHAT THE SYTEM SEEKS TO ADDRESS

WCS supports a consortium of agencies and institutions to execute activities and programmes geared toward ensuring overall conservation of wildlife and wild lands. The stakeholders often hold meetings and conferences and need a platform for sharing confidential information (minutes, reports, etc.) amongst various agencies and staff who attend these meetings. The platform should enable day-today allocation and sharing of tasks between staff of different agencies to smoothen operations. It should also provide for other important information including events to be internally shared. There have been cases of duplication of tasks where agencies do similar tasks and sometimes, representatives of partner institutions don't know what the others are doing. At the moment, it is difficult to track tasks assigned to stakeholder institutions and during emergencies, it is hard to ensure timely sharing of planning information with parties expected to respond to the emergency.

This platform is therefore meant to resolve these and many more issues. WCS and its partners therefore wish to institute a centralized system for managing sharable information. The platform to be built on the existing infrastructure.

PROPOSAL ADMINISTRATION

All requests for clarification and questions concerning this RFP must be submitted in writing no later than 5 days prior to submission deadline via email to snampindo@wcs.org. (Please indicate "Development of an Information Sharing System" in the subject line). Responses, if determined appropriate by WCS, will be issued in writing to all known applicants.

An interview may be requested of any proposer, and key staff should be present at the interview. Such a request for an interview does not constitute a contract award.

Key Dates:

Last day to submit questions: Five (5) days before submission deadline

Deadline for submission of proposals d: June 30, 2020

Notice of award: expected within 14 days of interview, but may be extended by WCS.

The project funded by GIZ and is subject to the Federal Republic of Germany, requirements as indicated in "Scope of Services and Desired Qualifications" below. All work must be done in compliance with the terms set forth in Appendix A, Contract,



Insurance, and Regulatory Requirements, attached and made a part hereof. WCS is exempt from sales tax in certain states, including New York, and may be exempt in certain foreign jurisdictions.

SCOPE OF SERVICES AND DESIRED QUALIFICATIONS

The selected vendor is expected to have overall responsibility for delivery of the services including, but are not limited to, the following:

General Services:

- Comply with all applicable laws, rules and regulations governing such projects,
- Maintain insurance for itself and all sub-contractors, suppliers and vendors, in the types and amount set forth in Appendix A, Contract, Insurance and Regulatory Requirements, attached and made a part hereof.
- Comply with any WCS rules, requirements or directives as set forth in Appendix A or provided prior to contract execution.

Project Services:

The Consultant will support WCS in Development of information sharing System

Key objectives for the development of the Information Sharing System

To design, develop, test and publish a system that:

- j. is web-based.
- k. allows secure access by only authorized users at multiple levels.
- l. allows data entry and validation.
- m. allows data sharing.
- n. allows report generation and export to spreadsheet and pdf.
- o. allows data sharing from different user accounts.
- p. illustrates metrics on a dashboard.
- q. notifies users, via email, of upcoming events, tasks, conferences, meetings.
- r. Provide for secure and tracked login on personal and office devices.

4. Expected results

- a. A fully functional web-based information sharing system on a virtual private network.
- b. Training Manual.
- c. Hosting Server according to WCS requirements



5. System Design

It is necessary to keep the system in a constant flow to achieve the targeted goals of the system at the same time.

The selected vendor is expected to have the experience, resources, qualifications, and capacity to successfully meet the objectives of this RFP, including:

- Proficiency with similar projects;
- Experience providing similar services;
- Appropriate technical expertise, staff capability, and fiscal resources;
- [Add other qualifications as appropriate]

PROPOSAL CONTENT

Proposals should be clear and concise, and should address in detail and with appropriate documentation with a clear conceptual framework for the proposed system. Proposals that fail to do so may be disqualified as non-responsive. WCS may request clarification of any proposal during the evaluation process, but it is not bound to do so, and proposers should not assume they will have any further opportunity to clarify their proposals subsequent to the proposal due date.

A. Technical Qualifications

1. Contact Information

On a single cover sheet, please provide:

1. The applicant's name.
2. The applicant's contact person.
3. Contact information for the principal(s) or lead individual(s) who are anticipated to work on the project, including e-mail addresses, main telephone, fax and mobile telephone numbers.
4. Street address and web address of proposer.
5. Year proposer was established.
6. Size of proposer.
7. List of proposed staff assigned to this project.
8. Signature of Principal and date of the signature.

2. Overview

Applicants should provide a summary of their understanding of the objectives of this RFP and a description of the methods they will use to achieve those objectives, including technical quality assurance, and general management practices for comparable projects.



3. Qualifications

Applicants are requested to provide detailed information that demonstrates the following:

- experience providing the services requested in this RFP;
- proficiency with projects of comparable size and complexity;
- expertise of key staff in relevant professional disciplines;
- financial capacity as indicated by a sound credit history;

4. Staffing Plan

Applicants should list the principals and key employees who will carry out the work, including their experience with same, identifying the proposed project manager and staff members. A resume of each key member of the project team should also be included, indicating that member's responsibilities for the project and relevant experience. Upon award of the contract, substitutions of personnel will not be allowed without the prior written consent of WCS.

6. Timetable/Schedule

Applicants should produce a draft schedule that outlines critical milestones for the work.

7. References

Proposers are requested to provide examples of up to five (5) similar projects, recently completed or in progress, with the following information for each:

- Client
- Description of the work
- Name of a contact person who can provide a reference or site visit.

References may be contacted directly by WCS.

B. Financial Proposal

Please give necessary financial cost details as appropriate for this assignment. The details below are for guidance only.

I. Personnel Expenses (including benefits)

Position	Per Diem Rate	Time Factor	Total
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



(Add lines as required)

II. Other than Personnel Expenses

III. Reimbursable Expenses

IV. Fee

Total of Items I, II, III, and IV: \$_____

GENERAL CONDITIONS OF PROPOSAL SUBMISSIONS

The following general conditions apply to all proposals submitted in response to any RFP issued by WCS.

- **Non-Binding:**
WCS's solicitation of proposals in response to any RFP does not commit WCS to award a contract, and this RFP is not an offer to enter into a contract for the services to be provided as described herein.
- **Proposal Materials and Costs:**
WCS is not liable for any costs incurred in the preparation, submission or negotiation of a response to its RFP or incurred for any other purpose or reason in connection with the RFP. No materials submitted with this RFP will be returned.
- **Confidentiality:**
All information and material contained in any WCS RFP or issued by WCS or any of its agents as part of any WCS RFP process is confidential and is the exclusive property of WCS.
- **Modifications:**
As a condition of award, WCS may request any proposer to make revisions, additions, or deletions to its proposal.
- **Subcontractors:**
After award of contract, WCS will have no obligation, financial or otherwise, to any subcontractor of the awardee. Nevertheless, any subcontract will be required to be subject to and consistent with the prime contract between WCS and the awardee, and WCS may require any subcontract to include specific terms and conditions.
- **Reserved Rights:**
WCS at any time in its sole discretion may, without notice and without liability to any proposer or any other party for their expenses incurred in the preparation of the responses hereto or otherwise, do any and all of the following:
 - o Amend or withdraw this RFP;



- o Accept or reject any and all proposals received in response to this RFP; o Award the contract to an applicant other than the proposer offering the lowest fee;
- o Request additional materials and clarification or modification of any submitted proposal;
- o Extend the time for submission of all proposals after notification to all prospective proposers;
- o Terminate negotiations with a selected proposer and select another proposer;
- o Take such action as WCS deems appropriate if negotiations fail to result in a signed agreement within a reasonable amount of time;
- o Terminate or modify the solicitation and selection process at any time and re-issue the solicitation to whomever WCS deems appropriate.

The selected vendor will be required to execute a written agreement with WCS, generally consistent with the terms set forth herein, including the provisions attached in Appendix B hereof, effective upon the date the written agreement is executed by both WCS and the selected vendor.

CRITERIA FOR SELECTION

Selection Process:

- WCS will review and evaluate all proposals to determine each proposer's rating. This evaluation may include a request by WCS to interview proposers and visit their offices for purposes of clarifying their proposals.
- The proposal offering the most advantageous terms based on the criteria below will be selected for the award. WCS may reject any and all proposals if, in its sole opinion, no proposal satisfies its criteria.

Evaluation Criteria:

The evaluation criteria and weight will be as follows: [the following are suggestions; adjust as appropriate]

- The vendor's technical capability to provide the services (30%);
- Project related experience of the proposed staff (20%);
- Proposed methodology for executing the scope of work (25%);
- Client references (5%);
- Commitment to diversity and inclusion of staff and subcontractors (5%);
- Proposed fee (10%).

Submission requirements: Proposal submissions include the following:



- Technical proposal not exceeding in length with the proposed approach and activities to be taken for the implementation and management of the consultancy, including an operational work plan with timelines
- Breakdown of costs with man days for each team members (if team approach is utilized)
- Company profile (in case the application is a company)
- Curriculum Vitae of consultant and for each member of the team (if a team approach is utilized)
- Other supporting material deemed to be relevant to the proposal may be attached as an annex.

Submission instructions

All interested applicants are requested to submit their **Proposals** based on the Terms of Reference outlined above to contact below;

Attention: Country Director
Wildlife Conservation Society
Street Address: Plot 802, Kiwafu road, Kansanga,
Town/City: Kampala

Deadline: June 30, 2019 Time (local time): 3:00 PM

For more information, please call: 0323001200

APPENDIX A

CONTRACT, INSURANCE, AND REGULATORY REQUIREMENTS WILDLIFE CONSERVATION SOCIETY STANDARD TERMS AND CONDITIONS FOR SERVICES AGREEMENTS

Defined terms in this set of terms and conditions, unless the context requires otherwise, have the same meanings as defined in the Term Sheet or elsewhere in the Agreement. Because this is a standard form, some terms (such as those relating to employees, contractors or agents of the Contractor, creation of computer programs, payment of expenses or presence of Contractor personnel on WCS premises) may not apply in all instances.

1. **Performance of Services.** As an independent contractor, you will be expected to work on your own. You will, however, be expected to confer with WCS, and all your work must meet with the approval of WCS. You agree to



perform the Services (i) in accordance with this Agreement, including the attached exhibits (where applicable), and generally accepted professional standards of performance and ethical standards of conduct, and (ii) in compliance with applicable law.

2. **Responsibility.** You are solely responsible for your own health and safety and for taking all appropriate and recommended precautions to safeguard you, your employees, agents and subcontractors during the course of performing Services, including, without limitation, obtaining recommended vaccinations and malaria prophylaxis, if applicable. **Neither WCS nor any of its trustees, officers, employees or other agents is liable to you or anyone related to you, or any of your employees, independent contractors or agents for damages due to illness, injury, or death connected in any manner with this Agreement or arising out of this relationship.**

3. **Compensation; Invoices.**

(a) You will be compensated for Services satisfactorily completed in accordance with this Agreement after receipt of acceptable documentation. WCS may withhold payment for deficient performance or breach of this Agreement. Your total compensation for the Services shall not exceed the Total Fee specified herein, except as otherwise approved in advance in writing by WCS, and shall be subject to applicable deductions and withholdings pursuant to Paragraph 4 below. If you are a U.S. citizen or resident, you agree that WCS must receive your completed and signed W-9 form before WCS can make any payments to you under this Agreement.

(b) You will submit invoices and/or activity reports for your work, describing the work performed and the agreed upon Fee for Services, in a form acceptable to WCS, to your contact for review and approval. You shall also furnish supporting expense documentation describing the expenses requested to be reimbursed. Payment under this Agreement is subject to WCS's satisfaction with the Services and approval of your invoice and, as applicable, report, deliverable, or other supporting documentation as set forth in Annex A. Payment will be made within forty-five (45) days following the date of your invoice and supporting documentation, once approved unless otherwise expressly agreed in Annex A. Payment will be made by electronic funds transfer, unless otherwise agreed with WCS.

(c) Payment by WCS is conditioned upon WCS's receipt and approval of invoices, activity reports or other documentation acceptable to WCS regarding your work and level of effort. If WCS disputes an invoice or documentation or part thereof or if an invoice or documentation is prepared or submitted



incorrectly in any respect, WCS shall notify you of the item disputed, specifying the reason therefor. WCS may withhold, from any monies which become payable under the Agreement, the amount that WCS considers is related to the subject of the dispute. On settlement of any dispute, you shall submit an invoice for sums due as agreed. Payments by WCS, including advance payment, if any, shall not be deemed acceptance of the Services or deliverables and you shall promptly refund to WCS payments made by WCS if WCS rejects the Services or deliverables within 90 days after completion of the Services or submission of the deliverables or if you fail to deliver the Services in compliance with the terms and conditions of this Agreement.

(d) You shall retain financial records, supporting documents, statistical records and all other records pertinent to the Agreement for a period of at least seven (7) years from the date of settlement of the final invoice. Original records shall be retained; however, copies may be substituted if approved by WCS.

(e) WCS and/or WCS's Funding Source as applicable, shall have the right to audit your relevant books and accounts in relation to items and/or services paid for under the Agreement at any time. You shall refund any incorrect payments made by WCS adjusted in accordance with the findings of said audit. For avoidance of doubt, the following parties shall have timely and unrestricted access to any of your books, documents, papers and other records (both hard copies and electronic) that are pertinent to the Agreement for the purpose of making audits, examinations, excerpts, transcripts and copies: (i) WCS; (ii) the Funding Source; (iii) if the Agreement is funded under a United States Federal award or contract, the Federal agency, the cognizant Inspector General, and the U.S. Comptroller General; and (iv) duly authorized representatives of any of the foregoing parties (including independent accountants engaged for the purpose). This right shall also include timely and reasonable access to your personnel for the purpose of interview and discussion related to the records covered by this Paragraph 3. The rights of access provided for in this paragraph are not limited to the required record retention period, but shall last as long as the records are retained.

4. **Taxes.**

(a) You are responsible for paying all income, corporation, revenue or similar taxes howsoever described, and interest thereon duly assessed on the income, profits and gains accruing to you in the performance of the Agreement. You may be required to pay applicable direct or indirect taxes, charges or duties due in respect of the Services or of any payment made by WCS to you under



this Agreement, and are responsible for informing yourself of applicable tax laws. You are also responsible for paying all taxes including income taxes and social security costs assessed, levied or payable against or on account of wages, salaries, or other emoluments, benefits, or deemed benefits paid to your employees, contractors or agents, as applicable. You agree to and hereby do indemnify and defend WCS and its trustees, officers, employees, independent contractors and agents against any claim relating to such taxes and statutory deductions.

(b) If you are a U.S. taxpayer, you will be paid without deductions for income taxes or social security. In such case, even though income tax or social security deductions are not made by WCS, you should be aware that WCS may be obligated by United States Treasury regulations to report total annual amounts paid to you to the Internal Revenue Service for informational purposes.

(c) If the Services are being performed outside the United States, WCS may withhold from the Fee or recover from amounts already paid to you under this Agreement, any income, business, and/or other taxes and charges, including Value Added Tax, that are required to be paid by WCS as the recipient of Services under this Agreement pursuant to applicable law or the rules, orders or directives of any competent taxing authority. Unless otherwise expressly stated in this Agreement, deductions will be made to the Fee as necessary in accordance with this Paragraph 4(c), and WCS shall not be required to make any additional payment or top-up to account for such taxes and charges.

5. **Compliance.** You are responsible for observing and complying with all laws, rules and regulations applicable to your obligations and performance of the Services under this Agreement, including, without limitation, labor, worker's compensation, environment, safety and health, tax and other requirements. Unless otherwise agreed with WCS in writing, you are solely responsible for obtaining all authorizations, permits, licenses and permissions, including, if applicable, entry visas and work permits, in order to perform the Services. Unless otherwise agreed in writing with WCS, you are solely responsible for the payment of all customs duties, excise duties, occupation and other like taxes assessed or levied with respect to the import and/or export of equipment, material or services in connection with the Services.
6. **Out of Pocket Expenses.** If so provided on the Term Sheet to this Agreement, WCS will reimburse you, at cost and in accordance with WCS's expense guidelines, for all reasonable and necessary out-of-pocket expenses actually incurred by you and directly related to the provision of the Services up to a total designated by WCS, as the case may be. WCS will not be liable for your



expenses unless, with each request for reimbursement of expenses, you promptly submit expense documentation evidencing the expenses in a form acceptable to WCS, and in any event not later than thirty (30) days from the termination or expiration of this Agreement. Payment will be made within forty-five (45) days from receipt of Contractor's expense reimbursement request and WCS's acceptance of Contractor's supporting documentation.

7. **Independent Relationship.** Your relationship to WCS under this Agreement is that of an independent contractor. Nothing in this Agreement will be deemed to constitute a relationship of employer-employee, joint venture, partnership, agency, or legal representative between you and WCS for any purpose. Because you are an independent contractor, neither you nor, as applicable, any of your employees, officers, representatives, independent contractors or agents will receive the sick leave, vacation, pension or related benefits associated with regular employment at WCS. Unless authorized in writing, you may not represent or assume to represent WCS or bind WCS in any manner.

8. **Insurance.**

(a) **Health and Travel-related Requirements for Individuals.** If you are an individual, you must comply with the insurance requirements listed in Annex C for Individuals, unless exempt from one or more of these requirements as may be set forth in Annex C.

(b) **Insurance Requirements for Entities.** If you are a corporation, partnership or other legal entity ("Entities"), you must comply with the insurance requirements listed in Annex C for Entities, unless exempt from one or more of these requirements as may be set forth in Annex C.

(c) **Proof of Insurance.** You must furnish proof of insurance reflecting required coverages upon execution of the Agreement and before the performance of Services. If you are an individual, said proof of insurance must include the contact information for the insurance company, the underlying levels of insurance, and emergency contact and beneficiary information.

9. **Termination.**

(a) Unless otherwise stated expressly in this Agreement, WCS may terminate this Agreement without cause by furnishing at least 30 days' written notice to you. In such event, you will be paid only for Services actually rendered prior to termination and deemed satisfactory by WCS.

(b) If either party breaches any material term of this Agreement, the nonbreaching party may give the other party written notice of its intent to



terminate this Agreement. If the breaching party does not cure the breach (if it can be cured) within ten (10) business days after receipt of the notice, the nonbreaching party may terminate the Agreement immediately. In addition, WCS may terminate this Agreement **immediately** upon written notice to you (i) upon termination or non-funding of all or part of the Funding Source (if any) for this Agreement, (ii) upon instruction by the Funding Source (if any) to terminate all or part of this Agreement; or (iii) if WCS determines that Contractor is in breach in any material respect of any representation, warranty, covenant or agreement contained in this Agreement, including without limitation under Paragraphs 13, 18, 19 and 20. Such notice may be given by email and/or fax directed to your contact listed on the Term Sheet, and will be effective when the email and/or fax is received.

(c) You will not incur any additional expenses between the date of notice of termination and the date of termination without the prior written consent of WCS. Upon any termination of this Agreement, the parties will cooperate to bring their relationship to an orderly conclusion.

10. **Conduct.** You are required to comply with WCS policies and procedures to the extent you perform Services at WCS's facilities, on sites under WCS's management or control, using or having access to WCS equipment (including vehicles, boats, and aircraft), or act as WCS's agent. You agree to comply with all directives of WCS regarding conduct on those premises and/or using those facilities, such as safety rules and regulations, and, as applicable, shall instruct your employees, representatives, agents and/or sub-contractors accordingly. WCS will give you notice of such directives. You will also comply with any security restrictions imposed by WCS while performing the Services. You are solely responsible for the safety and conduct of yourself and, as applicable, any of your staff or of any person that you may retain to carry out the Services in this Agreement. WCS shall not, in any circumstances or for any reason, be held liable for loss or damage sustained or caused by you or your employees, representatives, sub-contractors or agents.
11. **Confidentiality.** You warrant that you will maintain in strict confidence Confidential Information (as defined below) to which you have access during the term of this Agreement. You will treat Confidential Information with the same standard of care that you use in maintaining your own Confidential Information, provided that that standard is not negligent. You will use Confidential Information only as is required by this Agreement, and you will not reveal it to a third party without the prior written consent of WCS. "Confidential Information" means information concerning the affairs, activities, research, proposals, projects, employees, members, donors, finances,



property or method(s) of operation, trade secrets, know-how and similar information of WCS, its affiliates, as well as any third party and its affiliates with which WCS may collaborate. Confidential Information does not include information which (a) is already known through lawful means to you before disclosure by or on behalf of WCS, (b) after disclosure, becomes generally known to the public through no breach or fault by you, (c) you receive from a third party who is free to make such disclosure without breaching any legal obligation to WCS, (d) you develop independently as evidenced by your own written records, or (e) is required to be disclosed by judicial or administrative process, in which case you will notify WCS of the obligation and cooperate reasonably with WCS's effort to bar or seek a modification of the order.

As applicable, you will advise your employees, directors, officers, representatives, sub-contractors and agents that Confidential Information may be treated only as provided herein and cause such employees, directors, officers, representatives, independent contractors and agents to comply with these requirements.

12. Intellectual Property.

(a) Unless otherwise stated expressly in this Agreement, any work developed or performed by you, or materials delivered by you, for WCS is being created at the insistence of WCS and shall be deemed "work made for hire" under applicable law. These materials, whenever and wherever created, are referred to collectively in this Agreement as the "Work" or "Works." You agree that all original Work submitted by you as part of the Services or as part of the process of creating the Work, including but not limited to programs, listings, printouts, documentation, notes, flow charts, programming aids, and deliverables shall be the property of WCS whether or not WCS uses such material. No rights are reserved by you.

(b) Unless otherwise stated expressly in this Agreement, you hereby grant, assign, and convey to WCS all rights, title, and interest in and to the Works, all inventions, works of authorship, and other proprietary data, and all other materials (as well as any U.S. and foreign copyrights, patents, trade secrets, or other intellectual property rights attendant thereto) conceived, reduced to practice, authored, developed, or delivered by you or your employees, agents, consultants, contractors, and representatives either solely or jointly with others, during and in connection with the performance of the Services under this Agreement with WCS. You agree that you will not seek, and that you will require your employees, agents, consultants, contractors, and representatives not to seek, patent, copyright, trademark, registered design, or other protection for any rights in any such inventions, works or authorship, proprietary data, or



other materials. You agree that you shall do and that you will require your employees, agents, consultants, contractors, and representatives to do, at WCS's expense, all things and execute all documents as WCS may reasonably require to vest in WCS or its nominees the rights referred to herein and to secure for WCS or its nominees all patent, trademark, or copyright protection. Except if or as expressly permitted hereunder, you may not use the Work for any purpose except as needed to carry out the Services without the prior written consent of WCS.

13. **Warranties.** Contractor represents and warrants to WCS that (i) Contractor has the full power and authority to enter into and perform this Agreement and to grant the rights granted hereunder, (ii) Contractor and those performing Services on Contractor's behalf have the necessary knowledge, qualifications, licenses, permits, ability and expertise to perform Services set out in this Agreement to the standard of care and technical professional expertise required by WCS, (iii) entering into this Agreement and performing the Services will not conflict with any agreement between Contractor and any other party, (iv) each of the Works is original and Contractor is the sole author of each of the Works and the owner of all rights assigned in this Agreement to WCS, (v) no part of the Works will defame or libel, or infringe or violate any copyright, trade secret, trademark, patent, invention, or other proprietary or personal right of any third party, (vi) any part of the Works or other material(s) furnished but not created by Contractor do not infringe upon or violate any personal or property rights of others and Contractor has the right to furnish such material(s) to WCS, (vii) any media containing any digital program which is included in the Works will be free from defects in material and workmanship and any such computer program will contain no virus or disabling device or content that could interfere with continuous performance of such computer program, (viii) any digital program, database and other element of the Works is fit for the purpose for which it is has been prepared or developed and will be able accurately to recognize, record, present, store, and process data (including dates and daterelated data), (ix) as applicable, Contractor will provide WCS with all source code, programmer documentation, and other materials necessary for WCS to maintain and modify any computer program developed by Contractor under this Agreement, and (x) at all times during the term of this Agreement, with respect to personally identifiable information ("PII"), hereby defined as information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, Contractor (A) is capable of providing, and will maintain, reasonable and appropriate physical, technical and administrative safeguards for any PII received from WCS, or created or received on WCS's behalf, including, without limitation, during the transfer of



the PII between WCS and Contractor; and (B) will maintain sufficient procedures to detect and respond to any attempted unauthorized acquisition or use of PII in paper or electronic form or interference with information system operations affecting electronic PII.

14. **Indemnification.** To the fullest extent permitted by law, and notwithstanding any limitation of liability contained in this Agreement, Contractor shall defend, indemnify and hold harmless WCS, its affiliates and their respective trustees, directors, officers, employees, guests, independent contractors, agents, successors and assigns (together, the “Indemnitees”) from and against, and reimburse Indemnitees for, any and all claims, demands, liabilities, losses, damages, liens, encumbrances, penalties, fines, suits, proceedings, judgments, causes of action, costs, fees and expenses, including reasonable attorneys’ fees, court costs and out-of-pocket expenses (“claims”), including claims for damages because of bodily injury, illness, disease, or death, damage to, loss of use, or destruction of tangible property, arising out of or occurring as a result of the work or operations of the Contractor or any of its subcontractors, sub-subcontractors, suppliers, or any of their agents, employees, officers, directors or partners, for WCS, excluding only liability caused by the Indemnitees’ sole and exclusive negligence. Contractor further agrees to defend, indemnify and hold harmless Indemnitees from any claims arising from (i) any breach of this Agreement by Contractor, (ii) any infringement by Contractor of copyright, trademark, patent or other intellectual property rights, or (iii) both. Contractor’s agreement set forth in this paragraph shall not be deemed excess coverage to any insurance or selfinsurance Indemnitees may have covering a claim.

15. **NO CONSEQUENTIAL DAMAGES: IN NO EVENT SHALL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER PARTY FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR LOST SAVINGS, EVEN IF A PARTY IS INFORMED OF THEIR POSSIBILITY.**

16. **Force Majeure.** Neither party shall be in breach of this Agreement if its performance is materially and adversely affected by acts of government, civil unrest, terrorism, riots, military actions, border closures, labor disputes, major infrastructure disruptions, environmental disasters, extreme natural phenomena, public health crises or other causes beyond the reasonable control and without the negligence or fault of the non-performing party (each, an “Event of Force Majeure”). The non-performing party shall give prompt written notice thereof to the other party, including a description of the Event of Force



Majeure. For the duration of the Event of Force Majeure, the affected requirements of this Agreement shall be suspended; provided, however, that the non-performing party shall use reasonable efforts to mitigate the effect of the Event of Force Majeure on its performance under this Agreement. After the Event of Force Majeure, the parties shall resume performance as soon as reasonably practicable, unless they agree otherwise in writing. If an Event of Force Majeure lasts over 30 consecutive days or severely undermines the primary purpose for entering into this Agreement, either party may terminate this Agreement without penalty by written notice to the other. In the event of such a termination, payment will be made for services satisfactorily performed and goods delivered and accepted. To the extent any deposit has been paid in advance in respect of services that have not yet been satisfactorily performed or goods that have not yet been delivered and accepted, such deposit shall, upon written agreement of the parties, be retained as a credit toward future services or goods or, failing such agreement of the parties, refunded in full within 30 days of the termination.

17. **Jurisdiction.** Unless otherwise stated expressly in this Agreement, this Agreement shall be governed by the laws of the State of New York, disregarding New York's choice of law rules. However, this paragraph is not intended to modify or affect the applicability of labor and employment laws of the United States or other jurisdictions, which may or may not apply to the professional relationship memorialized in this Agreement based on particular facts and circumstances. The parties hereby agree that, in the event of any dispute, controversy or claim between the parties relating to this Agreement, the parties shall first seek to resolve the dispute through informal discussions. If not resolved within 60 days of notification of a dispute, and your principal place of business is in the U.S., then the parties hereto consent to the exclusive jurisdiction of any state or federal court located in the State of New York and County of New York empowered to enforce this Agreement and waive any objection thereto on the basis of personal jurisdiction or venue or any other basis. Nothing in this Paragraph 17 shall limit the right of WCS to seek injunctive or other equitable relief in any court of competent jurisdiction and to this extent you irrevocably consent to the non-exclusive jurisdiction of any court having competent jurisdiction over you or your assets for purposes of seeking injunctive and equitable relief. If your principal place of business is outside the U.S., then the parties agree that the dispute, controversy or claim will be settled by binding arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules, conducted in the English language before a panel of three (3) arbitrators appointed in accordance with the aforementioned rules. The decision of the



arbitrators shall be final and binding upon the parties and their respective successors and assigns.

18. Government Officials and Employees. WCS is bound by U.S. laws and regulations that prohibit making corrupt payments, directly or indirectly, to any government official. You hereby represent and certify that, in performing the Services pursuant to this Agreement, you and your directors, officers, employees and agents have not and will not offer, pay, promise or authorize the payment, directly or indirectly through any other person or entity, of any monies or anything of value to any governmental official or employee or any political party or candidate for political office, for the purpose of inducing or rewarding any favorable action or influencing any act or decision of such official or of the government. WCS may terminate this Agreement immediately if you fail to comply with the conditions stated in this Paragraph 18.

19. Preventing Terrorist Financing; Other U.S. Sanctions and Export Controls.

(a) WCS is bound by U.S. laws and regulations that prohibit having transactions with and providing material support or resources to individuals or groups that engage in or support acts of terror. By entering into this Agreement, you represent, certify and agree that (i) you do not engage in or support, directly or indirectly, acts of terror and (ii) you shall not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism, including those individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S.

Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>) and the United Nations Security Council's ISIL (Da'esh) and Al-Qaida Sanctions List (online at: https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list).

Further, you represent, certify and agree that you are implementing, and over the course of this Agreement will continue to implement, reasonable monitoring and oversight to assure continuing compliance with these representations, certifications and agreements and that, on request, you will provide documentation of the monitoring and oversight of these efforts. WCS may terminate this Agreement immediately if you fail to comply with the conditions stated in this Paragraph 19. This provision must be included in all subcontracts issued under this Agreement.

(b) All transactions funded under this Agreement shall comply fully with all applicable U.S. economic and trade sanctions, including (without limitation)



those administered by the Office of Foreign Assets Control (OFAC) of the U.S. Department of Treasury, as well as export restrictions administered by the U.S. Government. Without limiting the generality of the foregoing, you certify and agree that you have not and shall not use any funds or services provided under this Agreement, whether directly or indirectly, to (1) engage in, support, or otherwise facilitate a transaction in which an individual, entity or country designated by OFAC has an interest of any nature whatsoever, direct or indirect, in violation of U.S. law or regulations, including, without limitation, those administered by OFAC; or (2) export or re-export items or purchase items to export or re-export in violation of U.S. law or regulations, including, without limitation, the Export Administration Regulations administered by the Bureau of Industry and Security of the U.S. Department of Commerce.

- 20. Ethical Conduct and Respect for Human Rights.** Contractor represents and warrants that the Contractor and, as applicable, its employees, officers, directors, subcontractors or agents shall perform the Services: (i) following the highest standards of professional and personal ethics; (ii) in accordance with internationally-recognized standards of human rights and human rights laws; (iii) with due respect for the cultures and customs of Indigenous Peoples, local communities and countries in which it is implementing the Services; (iv) without directly, or indirectly, engaging in or tolerating any form of human trafficking (i.e., the act of recruiting, transporting, transferring, harboring or receiving a person through use of force, coercion or other means for the purpose of exploiting them); and (v) ensuring that no form of physical or emotional abuse, sexual abuse, neglect, exploitation or any other activity occurs by the Contractor and, as applicable, its employees, officers, directors, subcontractors or agents, that could result in harm to the health, safety, survival, development or dignity of any individual.

Contractor shall immediately report to WCS if Contractor or, as applicable, its employees, officers, directors, subcontractors or agents, witness or receive a complaint relating to human rights violations or harm to Indigenous Peoples, local communities, vulnerable groups or other individuals in the implementation of the Services. Contractor shall also immediately disclose to WCS if it becomes aware of (a) any allegation of fraud, corruption, unethical or illegal conduct in connection with the Services, or (b) any actual or potential breach of the representations of Paragraph 19 or this Paragraph 20. Contractor shall provide its full and timely cooperation with any audits, inspections, or investigations following a disclosure under Paragraphs 19 and 20.

- 21. Survival.** Upon any termination or expiration of this Agreement, the provisions of this Agreement that by their context are intended to survive the



expiration or termination of this Agreement shall survive, including, without limitation Paragraphs 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 17, 20, 21, 22 and 23.

- 22. Entire Agreement.** This Agreement (including the Term Sheet and all exhibits attached to this Agreement, all of which are incorporated in and made a part of this Agreement) constitutes the entire agreement between you and WCS and may be altered only by subsequent mutual agreement in writing. WCS represents and warrants that this Agreement has been duly executed on its behalf by its authorized agent or agents. You represent and warrant that this Agreement has been duly executed by you or on your behalf by your authorized agent or agents. The provisions of this Agreement shall be read together and applied in a manner consistent with the purpose of this Agreement to the maximum practicable extent. In the event of any apparent conflict or inconsistency between or among the provisions of the Term Sheet, the Standard Terms and Conditions and any Annex attached to this Agreement, you shall have an affirmative duty to notify WCS and obtain guidance before interpreting them. You agree to be bound by the interpretation determined by WCS and shall be held liable for any interpretation inconsistent with WCS' position if you fail to notify WCS. This Agreement may not be assigned by you without the prior written agreement of WCS, and any purported assignment made in violation of this prohibition will be null and void.
- 23. Counterparts.** This Agreement may be executed electronically (i.e., PDF format), by facsimile and in one or more counterparts, each of which shall constitute an original document and all of which taken together will constitute one instrument.

END OF DOCUMENT

ANNEX A – SCOPE OF SERVICES AND OTHER CONDITIONS

I. Scope of Work [include list of deliverables and deadlines and Budget, if applicable]

II. Payment Schedule

Payments will be made within 45 days of the date of your invoice, once approved. See Paragraph 3(b), Standard Terms and Conditions.

III. Payment Method – Unless otherwise agreed by the Parties, WCS may use any means, including electronic payment



IV. Additional or Special Conditions or Restrictions [for Funding Source conditions or restrictions, see Annex B]

ANNEX B – FUNDING SOURCE(S) [IF APPLICABLE]

I. Funding Source(s):

Name of Funding Source/Donor:

Title of Agreement:

Date of Agreement:

Title of Project:

If there are any amendments to the funding source agreement, list them here:

Check here if there are no amendments:

If the above agreement is a sub-award or subcontract, provide the same information as above with respect to the prime award or contract: ___ *Check here if there is no prime award or contract:*

If there other funding source(s), provide the same information as above: ___ *Check here if the only funding source is listed above:*

II. Funding Source Requirements

[Insert as applicable and in accordance with guidance provided in Instruction Sheet.]

Sealed bids to WCS

ANNEX C – INSURANCE REQUIREMENTS

For the entire term of the Agreement and at any time the Contractor is providing services to WCS, the Contractor agrees to obtain and maintain insurance as described and in amounts not less than those set forth below, covering Contractor's operations and those of any subcontractors, sub-subcontractors, suppliers, or any of their agents, employees, officers, directors or partners, in connection with the



services provided. Check the boxes as appropriate. Approval from WCS’s Risk Management and Insurance Department is required for any deviations.

INDIVIDUALS: (Natural persons or individuals engaged through a corporation, partnership or other type of entity where that individual is the sole worker at the corporation, partnership or entity)

Individuals are required to have the following insurance coverages and to ensure that any subcontractors have the same level of insurance; if a listed exception applies, check the appropriate box:

- Health (coverage provided either by private insurance or, in some jurisdictions, under a national health system)
- Travel Accident insurance with a minimum limit of US\$250,000 (or equivalent local currency), covering Emergency Medical Evacuation and including Repatriation of Remains.

Pre-authorized exceptions (check if applicable):

1. Local national or legal resident Contractor providing services in-country:
 - a. where services involve no travel (including in-country travel) is not required to have travel, medical evacuation or repatriation of remains insurance coverage (note: health insurance remains required):
 - b. who is covered by national in-country health system or equivalent is not required to have separate health insurance coverage:

CORPORATIONS, PARTNERSHIPS AND OTHER LEGAL ENTITIES
(collectively, “ENTITIES”):

Entities are required to have the following insurance coverages and to ensure that any subcontractors have the same level of insurance; if a listed exception applies, check the appropriate box:

- Public/Third Party General Liability **Minimum Limits:**
 - \$ 1,000,000 per occurrence
 - \$ 2,000,000 aggregate
- Excess/Umbrella Liability **Minimum Limits:**
 - \$ 2,000,000 per occurrence
 - \$ 5,000,000 aggregate
- Automobile Liability
In accordance with local law.



Pre-Authorized Exception: Contractor's services do not involve use of their own or leased vehicles or will use WCS vehicles:

- Worker's Compensation/Employer's Liability (or equivalent insurance covering employees injured in the course of employment duties) **Limits-Statutory Limits**

Employer Liability Limits:

\$ 1,000,000 – each accident

\$ 1,000,000 disease – policy limit

\$ 1,000,000 disease – each employee

- Professional Liability (Errors & Omissions)

Limits: \$1,000,000 per claim

Pre-Authorized Exception: Contractor's services do not involve professional services (i.e. services requiring specialized training in the arts or sciences, involving the exercise of discretion and judgement, and sometimes requiring professional licenses, such as architects, auditors, engineers and doctors):

- Additional Requirements for Entities:
 - All policies will include a waiver of subrogation for the benefit of WCS.
 - Wildlife Conservation Society will be included as an Additional Insured under the General Liability, Excess Liability, and Auto Liability policies (unless any such coverage is not required).
 - Contractor's policies shall be primary, and any insurance maintained by WCS is excess and noncontributory.
 - Contractor specifically agrees to provide WCS at least 30 days' notice of any termination, cancellation or material modification of any of the above insurance policies.