**USAID Forest and Biodiversity Support Activity (FABS)**

**Request for Proposal**

Date of Issuance: 2 November 2022

Closing Date for Questions: 11 November 2022, 5pm Kinshasa Time

Closing Date for Submission of Proposal: 25 November 2022, 5pm Kinshasa Time

Subject: ARD Inc. **Requests for Proposal No.03** entitled “**Climate Finance and Carbon Market Assessment and Support Program**”

Dear Sir/Madam,

You are kindly invited to submit a technical and financial proposal relating to **ARD Inc. Requests for Proposal No.03** entitled “**Climate Finance and Carbon Market Assessment and Support Program”**

* ARD, Inc. is the locally registered name of Tetra Tech ARD.
* ARD, Inc. intends to issue a Fixed Price subcontract for this work.
* Costs incurred by respondents for the preparation of a proposal and the negotiation of contract are not reimbursable.
* ARD Inc is not bound to accept any of the proposals submitted.
* ARD Inc reserves the right to accept an offerors proposal without further discussion.
* ARD Inc will only evaluate proposals from registered, qualified firms to execute and implement the work under this project.
* Offerors are required to obtain DBA Insurance prior to commencement of any services. See section 3. Financial Proposal for more information.
* The Offers must be able to complete all the items stated in the Statement of Work in Attachment A.
* Note to RFP Offeror - ARD Inc reserves the right to order in phases or by activities that are most advantages to ARD Inc.
* **Authorized USAID Geographic Code- All goods and services offered under this solicitation or supplied under any resulting award must meet USAID Geographic Code 935** in accordance with the United States Code of Federal Regulations (CFR), 22 CFR §228. Offerors may not offer or supply any commodities or services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Cuba, Iran, North Korea, (North) Sudan, Syria.
* Offerors MUST NOT provide any goods and/or services that utilize telecommunications and video surveillance products from the following companies: Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, or any subsidiary or affiliate thereof, in compliance with FAR 52.204-25.
* If applicable, FAR 52.223-99 (Ensuring Adequate COVID-19 Safety Protocols) will be incorporated into any award(s) issued under this solicitation

**Please note that in submitting a response to this RFP, the Offeror understands that USAID is not a party to this solicitation and the Offeror agrees that any protest hereunder must be presented – in writing with full explanation – to ARD Inc for consideration as USAID will not consider protests regarding procurements carried out by implementing partners. ARD Inc, at its sole discretion, will make a final decision on the protest for this procurement.**

## Questions

All questions and inquiries related to this request must be submitted prior to the Closing Date for questions shown above for this RFP. All “Offerors” must submit their questions to ARD Inc via the below email address: FABS.Subcontracts@FABS-Activity.org.

The subject line should have: "**Questions on RFP 003, Climate Finance and Carbon Market Assessment and Support Program**

In compliance with standard procedure, all inquiries and comments will be shared with the rest of the Offerors along with ARD Inc’s response. Questions received after the closing date for questions may not be answered.

## Proposal Submittal requirements

* Proposals shall be submitted via email to the address above.
* The Subject line of the email should read: **“Proposal for RFP 003 - Climate Finance and Carbon Market Assessment and Support Program**
* Proposals received after the exact time specified for receipts of offer shall be considered late and will be considered only at the discretion of ARD Inc.

Respondents shall receive an email acknowledging that their Proposal has been received upon its submission.

**Proposal Instructions and Required Format**

It is requested that Offerors organize their Technical and Financial Proposals as noted below. This request is made to facilitate ARD Inc’s review of the submitted material thus enabling a rapid decision and contracting process.

The Offeror shall submit its best price offer/proposal to complete the Statement of Work (SOW) in Attachment A and shall contain the following information detailed in Sections 1 thru 4 below:

### Proposal Cover Letter:

The proposal cover letter should be signed by an authorized representative.

### Proposition Technique :

The technical proposal must be written in English or French. There should be a maximum of 11 type-written pages, excluding Attachments/supporting documents. Desired Format - Type: Times New Roman, Font Size 11, Margins: 1” all around.

The technical proposal shall address the subjects outlined below:

**A. Firm Information**

* Provide the name, address and copy of your firm’s business registration.
* Provide the primary contact information for this project.
* If you intend to subcontract any portion of the requested work to other firms or institutions, provide the above information for each partner and the percentage of the work that they will be performing.
* Please describe your firm’s management structure, list all owners.

**B. Corporate Capabilities and Past Performance**

1. Proof of registration in operating country.
2. Summary of Corporate Capabilities.
3. Summary of relevant past experience your firm has had in performing work similar to that described in Attachment A. Statement of Work.
4. Performance references for similar projects.

For each project, please include the name of the client and his or her contact information (current and most recent information required, within the last three years). It is ARD Inc’s intention to contact some of these clients for testimonials regarding your firm’s performance in these areas:

* + - The quality of the work performed by the Offeror,
		- The timeliness of the effort performed by the Offeror, and
		- Whether the Client would use Offeror’s services should they have similar needs in the future?
1. **Technical Approach**

Please submit a detailed technical write-up of the proposed implementation strategy and management for this specific project detailed in Attachment A. The description must include the below elements:

1. **Concept (2 pages)** - The Offeror is required to demonstrate their understanding of the scope of work presented in Attachment A and their approach to achieving the objective of the Scope of Work presented in Attachment A. This should include discussion of how the Offeror will implement all Tasks, as well as any foreseen challenges and mitigation strategies.
	* + 1. **Methodology (4 pages)** – The Offeror is required to present their methodology to achieve the objectives of the assessment of carbon market and climate finance opportunities, as well as the development of the criteria to develop a technical assistance program, reflecting the stated requirements and tasks outlined in the Scope of Work (SOW). This must include, at a minimum, (i) a step-wise, narrative description of the work to be undertaken (ii) a timeline (submitted as an attachment) that outlines the major steps of implementation and completion of deliverables that matches the timeline presented in the SOW.

In the description of methods, the Offeror should be sure to address:

1. Demonstrate an understanding of existing projects and initiatives in the area of climate finance or carbon credits as a revenue stream to incentivize conservation, sustainable natural resource management activities, and other lower-emissions practices
2. Approach to establish a technical assistance program (if validated by the Activity) to support supports organizations (participants) to access carbon markets and to use carbon financing to deliver effective, sustainable, and private-sector led climate mitigation in Central Africa
3. Approach to ensure consultation with stakeholders to ensure stakeholder ownership of subcontract outcomes including through webinars.
	* + 1. **Management Approach (2 pages)** – The Offeror is required to describe how it proposes to manage implementation of the subcontract (if awarded). The management approach should include:
4. Please submit a detailed technical write-up of the proposed implementation strategy and management for this specific project detailed in Attachment A
5. Description of how the Offeror will maintain integrity and consistency in delivery of the services.
6. Identify the Key Personnel that would be working on this project assuming an award. This should include a 2-page statement about their capabilities and experience **in Climate and Carbon Finance** that incentivize conservation, sustainable natural resource management activities, and other lower-emissions practices. Key Personnel CVs should be provided in an Annex.
7. **Implementation Timeline** (Does not count against page limit) – Offeror should include a Microsoft Excel-based timeline (Gantt chart) as an Annex to illustrate the implementation of the activities required in the Scope of Work in Attachment A.

### 3. Financial Proposal

The Offeror’s proposed Financial proposal must represent its best price offer in response to the solicitation, and shall contain the following components A through D:

1. **Detailed Budget.** The Offeror must use the budget template in Attachment B, Tabs B.1 and B.2 as summarized below:

Attachment B.1 –Budget for Core Activities

Expected Core Activities from the SOW in Attachment A:

* 3.1 Assessment of carbon market and climate finance opportunities in Central Africa
* 3.2 Development of support materials for engagement in carbon markets and access to climate finance
* 3.3 Design of Climate Finance Support Program (CFSP) and receive technical assistance and ongoing support.
* 3.4 Program intake
* 3.6 Evaluation and Reporting

**Personnel:** Please note that all labor rates should be inclusive of salary, all taxes, fringe, indirect and fee (if applicable).

Attachment B.2 – Price Schedule for Technical Assistance Offered

Please provide a price schedule in Tab B.2 of the Excel budget of all available relevant Technical Assistance your Firm offers for Activity 3.5. Provide Technical Assistance in the SOW.

1. **Budget Narrative.** A detailed narrative describing the basis on which the costs were derived should be provided to allow a complete analysis of the Offeror’s cost/price.
2. **DBA Insurance:** Please note, in accordance with USAID regulations, Offerors should budget for worker’s compensation insurance with USAID’s approved DBA insurance provider. For more information on DBA, please visit: Defense Base Act (starr.com)

NB: DBA will be required and will be reimbursed for the subcontract. The DBA costs will be added during the subcontract award process. Please do not include DBA costs in your proposal.

1. **Tax Provision:** The agreement under which this solicitation is financed does not permit the financing of any taxes, VAT, tariffs, duties, or other levies imposed by any laws in effect in the Cooperating Country.  No such Cooperating Country taxes, VAT, charges, tariffs, duties or levies will be paid under an order resulting from this RFP.

### Required Certifications

Offeror shall submit the required signed certifications as indicated in Attachment D.

**Liste des Annexes**

Attachment A: Statement of Work

Attachment B: Budget Template

Attachment C: Proposal Evaluation Criteria

Attachment D: Required Certifications

## Attachment A – Scope of Work

Climate Finance and Carbon Market Assessment and Support Program

1. **Background**

USAID’s Forest and Biodiversity Support Activity (FABS) assists the Central Africa Regional Program for the Environment (CARPE) and other environmental stakeholders in Central Africa to implement strategies and actions that address the large-scale threats to biodiversity conservation and forest management by focusing on three interconnected Intermediate Results (IRs): leadership and participation of diverse local organizations and private sector strengthened; policy, regulatory, and enabling environment improved; and innovative and evidence-based approaches adopted and institutionalized within conservation and forest sectors.

**2.0 Context**

Central Africa’s rainforests are a vital source of food and income for local communities—a supplier of fuelwood, timber, and water regulation for downstream cities and a storehouse of carbon and biodiversity for the planet. However, forest loss—and associated greenhouse gas emissions from land use change—is accelerating as agriculture and settlements expand and more timber and fuelwood is extracted. Several countries including Democratic Republic of Congo, Gabon, and Republic of Congo have engaged in global efforts to reduce emissions from deforestation and forest degradation (generally referred to as REDD+) through a range of international programs including the Forest Carbon Partnership Facility’s Readiness and Carbon Fund programs, bilateral and multilateral agreements (e.g., establishment of the DRC National REDD+ Fund (FONAREDD) as part of its agreement with the Central Africa Forest Initiative (CAFI), Gabon’s Letter of Intent with the Government of Norway). While Central African governments have received significant public finance to support enabling conditions and several are developing opportunities to secure performance-based payments, the majority of investment to support emissions reductions stems from international climate finance initiatives despite growing interest in understanding opportunities to contribute to climate change mitigation efforts and generate carbon credits in return.

There is growing interest from private sector actors and other stakeholders across Central Africa to understand opportunities to access climate finance and carbon markets. For the purposes of these Terms of Reference, climate finance refers to using public, private, and alternative sources of financial resources (including compliance and voluntary carbon market mechanisms) to assist developing countries to reduce and/or avoid greenhouse gas emissions (climate mitigation) and build resilience and adapt to the impacts of climate change (climate adaptation).[[1]](#footnote-1) Historically, climate finance has not served micro, small and medium enterprises (MSMEs) very well; however, there are initiatives seeking to improve MSMEs access to climate finance that should be explored as opportunities in Central Africa.

In addition to activities related to REDD+ and other models of forest carbon conservation, carbon projects in other sectors exist at varying stages of development. For example, several carbon projects in DRC targeting the voluntary carbon market are focusing on REDD+, hydropower development and rural electrification, and promotion of improved cook stoves. Projects targeting the compliance (CDM) market include landfill gas recovery and tree planting. The opportunities for carbon markets in Central Africa potentially include all these sectors and others.

Key questions identified through consultations with stakeholders (mostly private sector operators) in DRC include:

* Eligibility criteria: Private sector operators interested in accessing climate finance and carbon markets indicated the need for more information on eligibility and on what terms to guide their decision making.
* Ecological considerations: Several operators noted questions regarding optimal species for carbon sequestration. Beyond this, there is a critical need to ensure that environmental safeguards are integrated into private sector efforts to access carbon finance to minimize ecological risk.
* Finance and return on investment.
* Land tenure and carbon rights: The question of land ownership and type of rights conferred is critical to the question of how benefits from sale of carbon credits will be taxed or otherwise regulated by the government, which may impact overall return on investment for operators seeking to benefit from conservation set asides, restoration, or other activities that maintain or enhance carbon stocks.
* Understanding the feasibility and potential return on investment of accessing carbon credits to support conservation set asides or other land use management practices that maintain or sequester carbon.

USAID’s Forest and Biodiversity Support Activity seeks qualified firms or individuals with expertise in climate finance, carbon credits and related markets to carry out stakeholder engagement and provide technical assistance to enhance the knowledge of both public and private sector stakeholders on opportunities, requirements and barriers related to the development of the regulatory framework for climate finance and carbon credits, as well as options for voluntary, performance-based payments.

1. **Tasks**

The scope for this program includes 6 tasks, three of which are included in the “Core Activities” (3.1-3.3) and three of which are part of the “Climate Finance and Carbon Market Support Program” (CFSP; Tasks 3.4-3.6). The CFSP will support interested private sector or other relevant actors to engage in carbon markets and to access climate finance and thus enable further climate mitigation. Each task builds on each other and will require FABS approval before moving onto the next task.

**Tasks under Core Activities:**

**3.1 Assessment of carbon market and climate finance opportunities in Central Africa – Core Activity**

The Offeror will identify opportunities to improve engagement with and access to carbon markets and climate finance in Central Africa (which, for these purposes specifically, is defined as Cameroon, Central African Republic, Democratic Republic of Congo, Gabon and Republic of Congo) for private sector actors and other relevant stakeholders (see categories below). This will take into account and build upon existing research, and include a consultation with relevant stakeholders to identify key areas of opportunity as well as limiting factors. For these purposes, relevant stakeholders will include private sector actors (especially those operating in the region in the agribusiness, forestry, and mining sectors), relevant government entities, protected area managers, non-government organizations (NGOs), and community organisations including community forest concessions, as well as carbon project developers and brokers. In consultation with the Activity, the Offeror will conduct a rapid survey of current carbon projects (e.g., Wildlife Works, Ibi village) and stakeholders with potential projects or business models and interest in accessing carbon credits and/or climate finance as a revenue stream to incentivize conservation, sustainable natural resource management activities, and other lower-emissions practices. This is expected to include existing carbon projects operating in the Central Africa (including REDD+, cookstove projects, rural electrification) but is not limited to existing projects or to the activities included in them. The Offeror should include in their review and in their consultations with stakeholders an assessment of the potential of projects or business models in productive sectors (e.g., agribusiness and forestry) where there are opportunities for emissions mitigation through improved production practices; projects or business models focused on environmental conservation efforts, particularly forest protection or forest restoration; and all other areas where there exists a potential for greenhouse gas emissions mitigation at a scale that could be incentivized through access to carbon markets. The relevant stakeholders in the different categories will vary, although there may also be overlap.

Based on this survey, the Offeror will collect, analyze and synthesize information on the constraints and opportunities for access to current compliance and voluntary carbon markets including monitoring and verification requirements, risk factors, social and environmental safeguard compliance, and potential return on investment based on tested models. The Offeror will also assess opportunities for accessing international climate finance that would be available to different categories of stakeholders in Central Africa.

One of the goals of the stakeholder consultations will be to identify areas where policies or regulations are limiting the ability of relevant actors to pursue opportunities in carbon markets or with climate finance. As part of this assessment, the Offeror should also provide specific, detailed recommendations in terms of policy options or other actions Central African governments could take to improve the institutional and regulatory framework to enable these actors to engage productively in efforts to address climate change. The offeror should also identify potential support that international partners could provide to support these efforts to improve the enabling environment for the carbon market and for access to climate finance. Recommendations to improve the regulatory and policy environment may include elements of the regulatory framework, the institutional context, stakeholder engagement practices, carbon taxes and national funds for investment, and relevant regional considerations or potential for regional cooperation.

The Offeror will provide a summary of findings of the assessment of the models that are being tested in Central Africa (defined as the five countries cited above); A summary of the constraints and opportunities related to the development of the models in question ; And detailed recommendations to guide the development of business concepts for the intended models.

The Offeror shall organize two webinars as part of Task 3.1:

1. A kick-off webinar to inform stakeholders about the study and to facilitate contact between the Offeror and the relevant stakeholders / informants;
2. A validation webinar to present findings back to stakeholders and listen to feedback.

The Offeror will be responsible for preparing presentations and for assisting FABS with the logistics and facilitation for both of these webinars.

**3.2 Development of support materials engagement in carbon markets and access to climate finance – Core Activity**

Based on the assessment conducted under 3.1, the Offeror will develop a support package that can be used by private sector actors and other relevant stakeholders to enable more effective engagement in the carbon market and with climate finance opportunities and to improve design of their business models. Information will be synthesized in a detailed slide deck and reference materials in a simplified format, and the Offeror will convene at least 2 roundtables or webinars to share results.

The support package shall include a menu of technical assistance (TA) options that FABS could fund under a potential Climate Finance Support Program (CFSP). These options shall be described in the Offeror’s proposal and may include but are not limited to: organizational capacity development, legal advisory services, investment facilitation, carbon accounting frameworks, and auditing and verification methodologies for crediting.

**3.3 Design of Climate Finance Support Program (CFSP) and receive technical assistance and ongoing support – Core Activity**

Based on the activities completed in the previous tasks, the Offeror will develop a framework to identify and evaluate potential start-up companies, entrepreneurs, innovators or other relevant organizations that may participate in the CFSP (referred to hereafter as the “intake framework”). The intake framework should include but is not limited to:

1. Marketing materials (including social media content) to advertise the CFSP program to prospective applicants
2. Program participant application process and evaluation criteria
3. Virtual and/or in-person information sessions for potential applicants to clarify the objectives, eligibility criteria, present areas of interest, application process and timeline for the program
4. Needs diagnostic form to evaluate onboarded companies’ priority TA needs, including preliminary market, technical, financial, and organizational analyses, investment readiness and any intended targets set by the company. Responses will be used to determine which TA item from the menu is most relevant for companies.
5. A monitoring and evaluation (M&E) framework to evaluate the impact of the CFSP, detailing the baseline and endline data needed, as well as the proposed data collection and verification methodologies. The M&E framework must be aligned with the FABS Activity Monitoring, Evaluation and Learning (AMEL) Plan, which FABS will share with the successful Offeror.

The application process and evaluation criteria will be reviewed and approved by FABS prior to intake.

**Tasks under CFSP:**

**3.4 Program intake – Core Activity**

The Offeror shall design and organize a CFSP that supports organizations (participants) to access carbon markets and to use carbon financing to deliver effective, sustainable, and led climate mitigation. The design of the CFSP will be reviewed by FABS to ensure that it meets the project’s needs. The Offeror will work with FABS to source 3 to 5 program participants and to develop a transparent and competitive recruitment process for participation.

As participants are onboarded into the CFSP, the Offeror shall conduct a needs diagnostic (using the form produced under Sub-task 3.4) to determine the specific type of TA that will be most catalytic for each company. To enable TA delivery, the Offeror shall prepare a menu of available TA options.

The Offeror shall recruit, evaluate, and work with the Activity to define technical assistance following the process defined in Task 3.4.

**3.5 Provide Technical Assistance**

Based on the needs diagnostics conducted under Sub-task 3.5, the Offeror will deliver, to each selected participant, a specific TA selected from the approved menu. As part of this sub-task, the Offeror shall design a workflow to deliver the tailored TA, including staffing, engaging consultants or industry mentors, and target setting.

**3.6 Evaluation and Reporting – Core Activity**

The Offeror shall use the M&E framework under the Core Activities to evaluate the impact of the CFSP. The Offeror shall collect baseline data for each company upon entry into the program followed by end line data upon completion of the program and additional data as available after program completion. The Offeror shall advise participants as needed to identify and implement data collection and verification methods to ensure that collected data is accurate and tied to selected indicators.

The Offeror shall provide quarterly updates to FABS on the progress of all participants in the CFSP in the form of concise written reports submitted 15 days after the end of each US Government (USG) quarter. These reports will note all progress made by the CFSP, along with any notable successes or challenges.

The Offeror shall submit a final report that summarizes all progress made for the entire year 15 days before the end of the period of performance. Templates for the quarterly and final reports will be provided to the Offeror.

**4.0 Duration of the mission and Timeline**

The activities will start as soon as the contract is signed. It is expected that the Core Activities will take place within the first three months following the signing of the contract. Timeline for the delivery of the CFSP is expected to be for the subsequent 12 months.

**5.0 Offeror Profile**

* Proven knowledge of carbon market, carbon finance and carbon credit for both the public and private sector, and other relevant stakeholders
* Proven experience conducting analysis on carbon markets and their enabling environment
* Proven experience of supporting organizations to access carbon markets and to use carbon financing to deliver effective, sustainable, and private sector-led climate mitigation
* Proven experience working in the Central African region in the field of carbon finance or REDD+
* Ability to work in both English and French

**6.0. Deliverables**

| No. | Deliverable | Section 3 Task Reference | Description |
| --- | --- | --- | --- |
| 1 | Work plan; Proof of DBA coverage  | 3.0 | Work plan outlines all intended activities to accomplish the scope of work, including a timeline with expected deliverable due dates and list of proposed stakeholders for consultation; updated semi-annually. Proof of DBA coverage.  |
| 2 | Kick-off webinar | 3.0 | Kick-off webinar (including a presentation and discussion or Q&A) to inform stakeholders about the study and to facilitate contact between the Offeror and the relevant stakeholders / informants. |
| 3 | Opportunity table for stakeholders | 3.1 | Table that lists the opportunities identified in Task 3.1 and cross-references them to relevant stakeholder categories.  |
| 4 | Climate finance and carbon market opportunities assessment report | 3.1 | Report assessing existing projects, actors, and pathways where potential exists for climate finance and carbon markets in Cameroon, DRC, Gabon, and ROC. Includes landscape assessment of current and potential models being used or developed, and a feasibility/risk assessment of those models that can provide guidance on the options with greatest potential. Report will also include policy and regulatory recommendations based on issues identified during consultations.  |
| 5 | Webinar to present findings of Task 3.1 to stakeholders | 3.1 | Validation webinar to present findings back to stakeholders and listen to feedback.  |
| 6 | Support materials for companies engaging in carbon markets | 3.2 | Design of support materials to be proposed by the Offeror. May include checklists, briefing materials, screening criteria, etc.  |
| 7 | Program intake framework | 3.3 | Application form for potential program participants |
| 8 | Criteria for screening and assessing needs for participants of support program (needs diagnostic form) | 3.3 | Framework for assessing companies for participation in Climate Finance Support Program and for assessing the TA needs of those participants that are selected.  |
| 9 | M&E framework | 3.3 | Outlines all data collection and evaluation processes to assess successes, challenges and opportunities for program participants. Framework shall include indicators that demonstrate proof of participants achieving their targets upon completion of the program. |
| 10 | Menu of TA options | 3.3 | Detailed list of TA options that may be provided as needed (based on needs assessment) to participating companies.  |
| 11 | Report on Climate Finance Support program recruitment and intake | 3.4 | Report will outline progress of intake process for the support program. Will include list of all applicants and brief screening report for each applicant.  |
| 12 | Cohort intake and draft selection of companies to participate in Climate Finance Support program.  | 3.4 | Preliminary selection of applicants that have promise for including as participants in support program. To be evaluated in conjunction with FABS staff.  |
| 13 | Final selection of participants | 3.4 | Final selection of participants following evaluation with FABS staff.  |
| 14 | Needs assessments of final participants in selection  | 3.4 | For each participant, an assessment of TA needs, cross-referenced with menu of TA options.  |
| 15 | Three quarterly reports | 3.5 | Provides regular updates on progress, successes, and challenges of all participants in the Climate Finance Support program in the form of concise written reports submitted on a quarterly basis 15 days after the end of each USG quarter. Reports will summarize all events or meetings held with participants. |
| 16 | Final report | 3.6 | Summarizes all progress, successes, and challenges from implementation in the form of a written report (takes place of final quarterly report). |
| 17 | Learning event | 3.0 | Learning event held with all participants making presentations in front of panel. Demonstrates proof of participating participants achieving their targets upon completion of the program. |

## Attachment B

**Budget**

Offerors should complete the two tabs (B.1, B.2) within the attached excel sheet, which together with the Budget Narrative will constitute the Offeror’s Financial Proposal.

## Attachment C

**Proposal Evaluation Criteria**

Offeror’s response to RFP requirements will be scored based on the below criteria:

|  |  |
| --- | --- |
| **Technical Proposal Evaluation Criteria:** | **Maximum Points**  |
| **Part A – Firm Information (Maximum 5 points)**. 1. Did the offer provide all of the requested information?
 | 5 |
| **Part B - Corporate Capabilities and Past Performance (Maximum 10 Points)** | 10 |
| 1. Does the Offeror have quality and relevant past experience performing this type of work?
 |
| **Part C - Technical Approach (Maximum 50 points)**  | 10 |
|  a. Presentation of the offer demonstrates a clear understanding of the Scope of Work presented in Annex A, including the subject matter, challenges, and risks  |
|  b. Proposed methodology is detailed, comprehensive, and realistic to achieve the results  | 10 |
|  c. Presentation of an approach that demonstrate an understanding of environmental and social risk associated with climate finance or carbon credit schemes focused on conservation, sustainable natural resource management activities, and other lower-emissions practices  | 10 |
|  d. The proposed approach demonstrates a clear understanding of policies and enabling conditions for climate finance or carbon credit schemes including in Central Africa  | 10 |
|  e. Feasibility of the proposed implementation timeline.  | 10 |
|  f. Are the skills and experience of the proposed Key Personnel applicable to the work to be performed under the SOW? | 10 |
| **Technical Proposal Evaluation Scoring - Possible Total Score 75** | 75 |
| **Financial Proposal Evaluation Criteria:** | **Points maximum** |
| Cost Effectiveness (Maximum 25 points) | 10 |
|  |
| 1. Comparison to other bidders’ proposals (lowest price ranked maximum points, and then derated on a percentage basis downward)
 |
| 1. Is the proposed budget complete, allocable and feasible? Are cost notes/budget narrative sufficiently detailed?
 | 15 |
| **Financial Proposal Evaluation Scoring - Possible Total Score 25** | 25 |
| **Possible Total Score - 100** | **100** |

## Attachment D

**Certifications**

1. **CERTIFICATION REGARDING RESPONSIBILITY MATTERS.**

**FAR Reference 52.209-5.**

As prescribed in 9.104-7(a), insert the following provision:

Certification Regarding Responsibility Matters (AUG 2020)

1. (1) The Offeror certifies, to the best of its knowledge and belief, that –
2. The Offeror and/or any of its Principals –
3. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
4. Have not within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
5. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
6. Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.
	1. Federal taxes are considered delinquent if both of the following criteria apply:
7. *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
8. *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
	1. *Examples*.
9. The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
10. The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
11. The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
12. The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
13. The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
14. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

1. The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
2. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with determination of the Offeror's: responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Contractor non responsible.
3. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
4. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.
5. **KEY INDIVIDUAL CERTIFICATION NARCOTICS OFFENSES AND DRUG TRAFFICKING**

22 CFR Part 140, Prohibition on Assistance to Drug Traffickers.

*Note: This certification shall be filled by any key person proposed in the project.*

I hereby certify that within the last ten years:

1. I have not been convicted of a violation of, or a conspiracy to violate, any law or regulation of the United States or any other country concerning narcotic or psychotropic drugs or other controlled substances.
2. I am not and have not been an illicit trafficker in any such drug or controlled substance.
3. I am not and have not been a knowing assistor, abettor, conspirator, or colluder with others in the illicit trafficking in any such drug or substance.

**NOTICE:**

1. You are required to sign this Certification under the provisions of 22 CFR Part 140, Prohibition on Assistance to Drug Traffickers. These regulations were issued by the Department of State and require that certain key individuals of organizations must sign this Certification.
2. If you make a false Certification you are subject to U.S. criminal prosecution under 18 U.S.C. 1001.
3. A false certification from a key person involved in the project, shall result in the termination of his/her contract with the operator.
4. **CERTIFICATION REGARDING TERRORIST FINANCING**

Implementation of Executive Order 13224

Certification Regarding Terrorist Financing, Implementing Executive Order 13224

1. The Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph (c).
2. The following steps may enable the Recipient to comply with its obligations under paragraph (a)
3. Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury’s Office of Foreign Assets Control (OFAC) and is available online at OFAC’s website: <http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.
4. Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the “1267 Committee”) [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee’s website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.
5. Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
6. The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
7. For purposes of this Certification-

* 1. “Material support and resources” means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.”
	2. “Terrorist act” means-
1. an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or
2. an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
3. any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
	1. “Entity” means a partnership, association, corporation, or other organization, group or subgroup.
	2. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
	3. The Recipient’s obligations under paragraph (a) are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This certification is an express term and condition of the agreement and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.”

1. **ANTI-KICKBACK PROCEDURES**

**FAR Reference 52.203-7.** As prescribed in 3.502-3, insert the following clause:

Anti-Kickback Procedures (JUN 2020)

1. Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract, or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause,

1. means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and
2. includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

1. The Anti-Kickback Act of 1986 (41 U.S.C.51-58) (the Act), prohibits any person from-
2. Providing or attempting to provide or offering to provide any kickback;
3. Soliciting, accepting, or attempting to accept any kickback; or
4. Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
5.
6. The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
7. When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
8. The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
9. The Contracting Officer may
10. offset the amount of the kickback against any monies owed by the United States under the prime contract and/or
11. direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

1. The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed $150,000.
2. **CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.**

**FAR Reference 52.203-11.** As prescribed in 3.808(a), insert the following provision:

**Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEPT 2007)**

1. Definitions. As used in this provision—“Lobbying contact” has the meaning provided at 2 U.S.C. 1602(8). The terms “agency,” “influencing or attempting to influence,” “officer or employee of an agency,” “person,” “reasonable compensation,” and “regularly employed” are defined in the FAR clause entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12).
2. Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

1. Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract
2. Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
3. Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352.Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.
4. **ACKNOWLEDGEMENT OF ETHICAL AND BUSINESS CONDUCT REQUIREMENTS**

ARD Inc is committed to integrity in procurement and subcontracting, and only selects offerors based on objective business criteria such as price and technical merit.

ARD Inc does not tolerate fraud, collusion among offerors, falsified proposals/bids, bribery, or kickbacks. Any firm or individual violating these standards will be disqualified from this procurement, barred from future procurement opportunities, and may be reported to both USAID and the Office of the Inspector General.

Employees and agents of ARD Inc are strictly prohibited from asking for or accepting any money, fee, commission, credit, gift, gratuity, object of value or compensation from current or potential offerors in exchange for or as a reward for business. Employees and agents engaging in this conduct are subject to termination and will be reported to USAID and the Office of the Inspector General. In addition, ARD Inc will inform USAID and the Office of the Inspector General of any supplier offers of money, fee, commission, credit, gift, gratuity, object of value, or compensation to obtain business.

Offerors responding to this RFP certify that by submitting a proposal, they:

1. Have disclosed any close, familial, or financial relationships with ARD Inc or project staff. For example, if an offeror’s cousin is employed by the project, the offeror must state this.
2. Have disclosed 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.
5. Certify understanding and agreement to ARD Inc’s prohibitions against fraud, bribery and kickbacks.

Please contact ARD.Ethics@tetratech.com or tetratech@ethicspoint.com with any questions or concerns regarding the above information or to report any potential violations.

**SIGNATURE**

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the Contractor certifies that they are accurate, current, and complete, and that the Contractor is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

By signing below the subcontractor provides certifications for:

1. Certification Regarding Responsibility Matters - AUG 2020. (FAR Reference 52.209-5),
2. Prohibition on Assistance to Drug Traffickers. (22 CFR Part 140),
3. Certification Regarding Terrorist Financing. (Implementation of Executive Order 13224),
4. Anti-Kickback Procedures – JUN 2020. (FAR Reference 52.203-7), and,
5. Certification and Disclosure Regarding Payments to influence Certain Federal Transactions - SEP 2007 (FAR Reference 52.203-11).

6. Acknowledgement of Ethics and Business Conduct Requirements

RFP # and RFP Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Firm or Organization Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

***This entire Attachment D must be signed by Offeror and returned as part of the proposal submission.***

1. This definition is adapted from the USAID Climate Strategy 2022-2030 (<https://www.usaid.gov/climate/strategy>) and UNFCCC definition (<https://unfccc.int/topics/introduction-to-climate-finance>). [↑](#footnote-ref-1)