Wildlife Conservation Society
REQUEST FOR PROPOSALS:
SUBRECIPIENT COLLABORATION PORTAL

November 6, 2023

PROPOSAL DEADLINE: December 22, 2023
PROPOSALS DELIVERED TO: Wildlife Conservation Society

Updates:
11/15/23 – RFP updated to include a link to the recording of the preproposal conference.

INVITATION
The Wildlife Conservation Society (WCS) is seeking proposals from qualified software/website developers to design, develop, and deploy a web-based Subrecipient Collaboration Portal that will streamline WCS’s current subrecipient engagement process, allow WCS subrecipients to complete required pre-award risk assessments online, and serve as a centralized database for subaward documentation. This Request for Proposals (RFP) provides detailed information as to the project requirements and the desired qualifications of proposers.

BACKGROUND AND OBJECTIVES OF PROJECT
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.

Engaging with other entities to achieve WCS’s project goals and deliverables is a normal part of grant implementation. When funding is issued to an entity for the purpose of carrying out all or a portion of WCS’s programmatic activities under a prime award from a donor, WCS classifies the recipient entity as a subrecipient and issues that funding through a subaward agreement. At the end of our last fiscal year, WCS was managing 257 active subawards totaling roughly $62 million. These subawards are issued under awards from both private and public donors, including numerous foundations, local and bilateral government agencies (e.g., US Federal agencies such as USAID and INL, UK departments such as Defra, and French agencies such as AFD), multilateral agencies (e.g., the European Union, United Nations agencies, and the Global Environment Facility), and consortium entities, among others. WCS’s current subaward processes are governed by the WCS Subaward Policy, and rely on numerous excel spreadsheets and forms that are completed by both WCS programs and WCS subrecipients. These spreadsheets and forms are emailed back and forth among WCS subrecipients and WCS staff as they are completed and go through required review and approval processes. The data gathered by these forms is then manually input into other forms that are used to manually set up the subaward records in SAP, WCS’s current ERP system. Through the development of this Subrecipient Collaboration Portal, WCS aims to streamline and simplify the process of engaging with subrecipients, improve the accuracy and quality of data collection, ensure compliance with internal procedures, and create a centralized database through which WCS staff can more effectively access subrecipient and subaward records.
Project scope details are included in Appendix A, attached and made a part hereof.

The project is being funded by WCS and is subject to WCS 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 B, 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.

**PROPOSAL ADMINISTRATION**

All requests for clarification and questions concerning this RFP must be submitted in writing no later than November 17, 2023 via email to bids@wcs.org with a copy to Sarah Roggemann at sroggemann@wcs.org. Please indicate “Subrecipient Collaboration Portal RFP” on the subject line. Responses, if determined appropriate by WCS, will be issued in writing to all known proposers.

One (1) electronic version of the proposal with all attachments, exhibits or appendices is to be submitted to:

Sarah Roggemann (sroggemann@wcs.org)

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.

Proposals must be received no later than 5:00 PM, December 22, 2023.

**Key Dates:**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tbody>
<tr>
<td>Preproposal Conference</td>
<td>Nov 15 (Link provided below)</td>
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<tr>
<td>Last day to submit questions</td>
<td>Nov 17</td>
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<tr>
<td>Responses to questions</td>
<td>Dec 8</td>
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<tr>
<td>Proposals due</td>
<td>Dec 22</td>
</tr>
<tr>
<td>Interviews</td>
<td>Jan 8 - 19</td>
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<tr>
<td>Anticipated Notice of Award</td>
<td>Feb 9</td>
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**Preproposal Conference Recording:**

https://drive.google.com/file/d/1hIq4jeHnM0ekUzLNYkJ8XzfZcY7v3D/view?usp=sharing

**SCOPE OF SERVICES AND DESIRED QUALIFICATIONS**

The selected vendor is expected to have overall responsibility for the project and to provide services that include, but are not limited to, the following:

**General Services:**

- Comply with all applicable laws, rules and regulations governing such projects, including but not limited to:
  - Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, as applicable under the Federal Acquisition Regulation (FAR 52.204.24 through .26) or the Code of Federal Regulations (2 CFR 200.216),
with respect to the use or provision of any covered telecommunications equipment or services (“CTES”) or any equipment, services or systems that use CTES.

- Maintain insurance for itself and all sub-contractors, suppliers and vendors, in the types and amount set forth in Appendix B, Contract, Insurance and Regulatory Requirements, attached and made a part hereof.
- Comply with any WCS rules, requirements or directives as set forth in Appendix B or provided prior to contract execution.
- If the services include the vendor’s handling of Personally Identifiable Information (PII), 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”, then the vendor should demonstrate its capacity to maintain appropriate safeguards for such PII.

Project Services:
- See Appendix A

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;

PROPOSAL CONTENT

Proposals should be clear and concise and limited in size to 20MB to ensure they are delivered properly via email. Further, they should address in detail and with appropriate documentation each of the items listed below. 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.

Each proposer is requested to submit, on or before the submission deadline, a package containing its proposal addressing the following items in the order listed:

A. Technical Qualifications
   1. Contact Information
      On a single cover sheet, please provide:
      1. The proposer’s name.
      2. The proposer’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 (# of staff, annual revenues).
7. List of proposed staff assigned to this project.
8. Signature of Principal and date of the signature.

2. Overview
Proposers 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
Proposers 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 management staff in relevant professional disciplines;
- financial capacity as indicated by a sound credit history;
- if the services include the handling of WCS PII,
  o describe all security breaches experienced by the proposer in the preceding five years for which any notification was required by applicable law,
  o provide a copy of the proposer’s current, written data security program,
  o provide any current certifications by any third-party auditor regarding the service provider’s data security program and any auditor’s report supporting the certification, and
  o Provide any other appropriate assurances regarding the proposer’s capacity for data security.

4. Staffing Plan
Proposers 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.

5. Timetable/Schedule
Proposers should produce a draft schedule that outlines critical milestones for the work. If necessary, proposers should organize system requirements into project phases and provide time/cost breakdowns for each phase.

6. References
Proposers are requested to provide examples of up to three (3) similar projects, recently completed or in progress, with the following information for each:
- Client
- Description of the work, including total cost
- Name of a contact person who can provide a reference.

References may be contacted directly by WCS.
7. Signed solicitation acknowledgement in the form attached as Appendix C

B. Fee Proposal

On a separate page, submit a proposed fee that covers the elements indicated below:
   i. Portal Design and Concept
   ii. Programming and Testing
   iii. Implementation and Implementation Guidance
   iv. Documentation and Training
   v. Fee Schedule for a 24 month period of Support Services

B. Preliminary List of Subconsultants (if applicable to the project)

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 a proposer 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;
Terminate negotiations with a selected proposer and select another proposer;
Take such action as WCS deems appropriate if negotiations fail to result in a signed agreement within a reasonable amount of time;
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.

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 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 (10%);
• Proposed fee (15%)
APPENDIX A
PROJECT SCOPE DESCRIPTION

1.1. Vision
The development of a new web-based WCS Subrecipient Collaboration Portal.

1.2. Objectives
To deliver a new web-based portal/database that will:

- Allow WCS’s subrecipients to complete required pre-award risk assessments and upload supporting documentation online
- Have the ability to assign subrecipients a risk level based on their submitted information
- Reduce the need of WCS staff to re-key the same information into WCS systems and templates multiple times
- Allow for ongoing subrecipient certification of risk assessment responses
- Allow all of WCS to better utilize past information when entering into new subawards
- Provide auditable records of WCS’s required subrecipient due diligence and compliance with WCS and donor regulations and requirements

1.3. Scope
System Requirements

- A user-friendly, globally-accessible, interface/web-based design
- WCS-owned code that allows for future growth, expansion, and scaling
- Ability to generate emails to subrecipients providing a temporary password for subrecipients to set up an initial account profile on the portal
- Ability for subrecipients to reset account password
- Ability for subrecipient to enter basic organizational data into account profile, specifically via drop-down menus and check boxes where possible
- Ability for subrecipient to complete a Subrecipient Risk Assessment directly via portal
- Ability to have subrecipients complete different risk assessment versions (simplified vs. full) based on WCS-set criteria (threshold, donor, etc.)
- Ability for subrecipient to upload required documents (organizational documents, reports, invoices, etc.)
- Ability for WCS user to upload subaward-specific documents (e.g., signed subaward agreements) that can be accessed by the subrecipient via their profile
- Ability for WCS user to track and view documents uploaded by subrecipient
- Ability for subrecipient to save progress and finish at a later date
- Ability for subrecipients to work offline and upload information when online, or ability to upload data from a file that can be completed offline
- Ability to notify portal administrator (or specific WCS user) that subrecipient account profile has been created or updated
- Ability to flag when a subrecipient has updated its profile and flag the changes that have been made
- Ability to generate notifications to subrecipient and WCS users throughout the process (receipt of required reports, review/approvals, changes/updates made to subrecipient organizational data, etc.)
- Document retention capabilities with historical document records/prior assessments (i.e., the design of a system of record, with records of older versions of subrecipient documents and WCS’s internal documents related to the subaward process)
- Ability for WCS user to complete Subrecipient vs. Contractor Assessment directly via portal
- Ability to auto-populate various forms based on data gathered by portal (Subaward Request Form, Vendor Creation Form, Subaward Monitoring Plan, etc.)
- Ability to search portal (via dropdown) for specific subrecipient organizations (vendor code, name, alias), access their profiles/risk assessments, and conduct an internal assessment of risk
- Ability to loop in additional reviewers as needed (may be via URL through emails)
- Ability to run reports that generate lists of subrecipients based on specified criteria (status, donor, fiscal year, etc.)
- Ability to send communications to groups of subrecipients (i.e., federally-funded subrecipients) to request various documents (i.e., annual Subpart F audit certifications and audit reports, disposition requirements, closeout, etc.)
- Ability to link Subaward Codes to subrecipients, thereby linking them to Grant/Fund Codes
- Ability to communicate with a secure network (SAP)
- Ability to interface directly with SAP to create Subrecipient Vendor Code and Subaward Code
- Ability to identify and flag if the name of the bank account provided does not match the subrecipient organization’s name
- Ability to generate annual notifications to update/certify risk assessment responses for active subrecipients
- Ability to coordinate and share data with WCS ERP/SAP
- Ability to upload information on existing active subrecipients from SAP into the portal
- Ability to export WCS internal forms (Subrecipient vs. Contractor Assessment, Subrecipient Risk Assessments, etc.) (e.g., to Excel)
- Ability to set different user rights and access levels (e.g., administrator, edit, read-only, etc.)
- Portal design must comply with WCS branding guidelines

Note: WCS currently uses SharePoint as a document management system, and would like to use Microsoft Azure as the platform for this portal.
APPENDIX B

CONTRACT, INSURANCE, AND REGULATORY REQUIREMENTS

WILDLIFE CONSERVATION SOCIETY
TERMS AND CONDITIONS FOR SERVICES AGREEMENTS

These terms and conditions for WCS Services Agreements are incorporated into and made a part of the Agreement between the Parties identified on the foregoing cover sheet as of the date of such Agreement. Defined terms in this set of terms and conditions, unless the context requires otherwise, have the same meanings as defined in the cover sheet or elsewhere in the Agreement.

1. Performance of Services. Contractor’s work must meet with the approval of WCS. Contractor agrees to perform the Services for WCS (i) in accordance with this Agreement, including the attached exhibits (where applicable), (ii) generally accepted professional standards of performance and ethical standards of conduct, and (iii) in compliance with applicable law. Contractor shall be solely responsible for the safety and well-being of its employees, independent contractors or agents in their performance of the Services.

2. Payment. (a) WCS must receive a complete and signed W-9 form prior to any payment made to Contractor pursuant to this Agreement. Contractor will submit invoices to WCS, describing the work performed and the agreed upon fee for services. Contractor shall not charge a tax in any municipality, state, country or any other jurisdiction where WCS is exempt from such tax including, without limitation, exempt from U.S. sales tax (currently in California, Connecticut, District of Columbia, New Jersey and New York, and in any other jurisdictions from which WCS has or may secure any other exemptions in the future).

(b) Payment will be made by electronic funds transfer and will be due upon WCS’s satisfaction with the Services and within forty-five (45) days after its receipt of Contractor’s invoice or as otherwise agreed to by the parties herein. Contractor will be paid the gross amount pursuant to the Agreement. Contractor is responsible for its own income taxes, withholding taxes, other taxes, workers compensation, insurance and/or social security obligations relating to its engagement under this Agreement. WCS may report total annual amounts paid to Contractor to the Internal Revenue Service for informational purposes and as requested. Contractor will be solely responsible for the payment of all withholding and other taxes, of whatever type or nature, arising out of or related to its engagement under this Agreement and agrees to and hereby indemnifies and will defend WCS and its trustees, officers, employees, independent contractors and agents against any and all claims relating to such taxes.

(c) Contractor shall maintain such books of account, records, documents, and other evidence concerning work under this Agreement for at least seven (7) years from the date of settlement of the final invoice. Upon request by WCS, Contractor shall permit WCS to have timely and reasonable access to these pertinent records for inspection and audit purposes. Original records shall be retained; however, copies may be substituted if approved by WCS.

3. Expenses. If and to the extent authorized by this Agreement, WCS will reimburse Contractor, at cost and in accordance with WCS’s expense guidelines, for all reasonable and necessary associated out-of-pocket expenses actually incurred and directly related to the provision of
Services up to a total designated by WCS. WCS must preapprove in writing in advance all of Contractor’s travel expenses, except for local travel expenses. Notwithstanding anything to the contrary, WCS will not be liable for any expenses incurred unless Contractor submits original expense documentation evidencing the expenses associated with each request for reimbursement of expenses within thirty (30) days from the termination or expiration of this Agreement. WCS will not reimburse any general business, indirect or overhead expenses. WCS’s reimbursement will be due upon its satisfaction with expense documentation provided for agreed-upon expenses and within forty-five (45) days from its receipt of the expense reimbursement request and original documentation.

4. Conduct on Premises. If in performing the Services, Contractor or its employees, independent contractors or agents are on a WCS premises, Contractor and its employees, independent contractors or agents will comply with all directives of WCS regarding conduct on those premises, including safety rules and regulations. WCS will provide Contractor with a notice of such directives.

5. Intellectual Property. The parties acknowledge that any work performed or materials delivered by Contractor for WCS is created at the insistence of WCS and shall be deemed a “work made for hire” under the U.S. copyright law. Such materials, whenever and wherever created, are referred to collectively in this Agreement as the “Work” or “Works.” Contractor agrees that all original Work it submits as part of the Work or as part of the process of creating the Work, including but not limited to programs, listings, printouts, blueprints, diagrams, 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. Contractor hereby grants, assigns, and conveys to WCS all right, title, and interest in and to the Works, all inventions, works of authorship, all 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 Contractor or its employees, agents, consultants, contractors, and representatives either solely or jointly with others, during and in connection with the performance of services under this Agreement with WCS. Contractor agrees neither it nor its employees, agents, consultants, contractors, and representatives will seek patent, copyright, trademark, registered design, or other protection for any rights in any such inventions, works or authorship, proprietary data, or other materials. Contractor agrees and will require its 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 patents, trademarks, or copyrights. Except if or as expressly permitted hereunder, Contractor may not use the Work (or reference any work performed for WCS) for any purpose without the prior written consent of WCS.

Contractor warrants and represents that it has or will have the right, through written agreements with its employees, to secure for WCS the rights called for in this section. Further, in the event Contractor uses any subcontractor, consultant, or other third party to perform any of the services contracted for under this Agreement, Contractor agrees to enter into and provide to WCS written agreements with such third party, and to take such other steps as are or may be required to secure for WCS the rights called for in this section. Contractor will provide to WCS the names and addresses of all agents, sub-contractors, consultants, representatives, or other third parties who perform work on Contractor’s behalf under this Agreement.

6. Representations and 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, ability and expertise to perform the 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 infringe or violate any copyright, trade secret, trademark, patent, invention, or other proprietary or personal right of any third party, (vi) any 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 computer program which is included in the Works will be free from defects in material and workmanship and any such computer program will not contain any virus or disabling device or content that could interfere with continuous performance of such computer program, (viii) any computer 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 date-related 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.

7. 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 the City of New York, if any portion of the Services will be performed at WCS’s premises) 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 (“claim(s)”), 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 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 section shall not be deemed excess coverage to any insurance or self-insurance Indemnitees may have covering a claim.

8. Insurance. Contractor shall obtain and maintain the insurance coverage listed in Exhibit B for the entire term of the Agreement, unless exempt from one or more of these requirements as may be set forth in Exhibit B. Contractor must furnish proof of insurance reflecting required coverages upon execution of this Agreement and before the performance of Services.

9. Termination. This Agreement shall expire on the date provided for in the cover sheet to this Agreement unless it is extended by mutual written agreement of the parties. This Agreement may be terminated by either party upon five (5) business days’ written notice to the other party should WCS General Services RFP 2023-05-23
the other party (i) fail substantially to perform in accordance with the terms through no fault of the party initiating the termination, or (ii) materially breach any provision, condition or warranty of this Agreement. WCS may terminate this Agreement upon no less than fourteen (14) business days' written notice to Contractor for WCS's convenience and without cause. In the event of a termination due to the fault of parties other than Contractor, Contractor shall (i) be compensated for Services satisfactorily performed up to the termination date, including reasonable expenses otherwise payable and properly incurred in performing the Services, and (ii) shall 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. Sections 5 and 6 will apply to the extent any Work has been created prior to termination.

10. Confidentiality. Each party warrants that it will maintain in strict confidence the other party's Confidential Information (as defined below) to which it has access during the term of this Agreement. Each party will treat the other party’s Confidential Information with the same standard of care that it uses in maintaining its own Confidential Information, provided that that standard is not negligent. Each party will use the other party’s Confidential Information only as is required by this Agreement, and will not reveal it to a third party without the prior written consent of the other party. “Confidential Information” means information concerning each party’s affairs, activities, research, expertise, knowledge, proposals, projects, finances, property or method(s) of operation, trade secrets, know-how and similar information. Confidential Information does not include information which (a) is already known through lawful means to the receiving party before the other party’s disclosure, (b) after disclosure, becomes generally known to the public through no breach or fault of the receiving party, (c) a party receives from a third party who is free to make such disclosure without breaching any legal obligation to the disclosing party under this Agreement, (d) the receiving party develops independently as evidenced by its own written records, or (e) is required to be disclosed by judicial or administrative process, in which case the party required to make that disclosure will notify the other of the obligation and cooperate reasonably with that party’s effort to bar or seek a modification of the process. Each party will advise its employees, independent contractors and agents that Confidential Information may be treated only as provided herein and cause its employees, independent contractors and agents to comply with these requirements.

11. Relationship. Nothing contained herein will be deemed or construed to create any relationship of employer-employee, joint venture, partnership, agency, or legal representative between Contractor and WCS, or between Contractor and any independent contractor of WCS, for any purpose. The relationship of the parties is that of independent contractors, and neither party will have the right or authority to act for, represent, or in any way obligate or make commitments on behalf of, the other party. Because Contractor is an independent contractor, neither Contractor nor any of its employees, independent contractors or agents will receive the health insurance, sick leave, vacation, pension or other fringe benefits associated with regular employment at WCS.

12. 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.

13. 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.

14. Survival. 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, sections 5, 6, 7, 10, 13, 14, 16, 17 and 19.

15. Notice. Any notice under this Agreement will be made in writing to the other party at the address noted on the cover page or at such other address as that party may designate by prior notice hereunder. Notice is deemed given when delivered personally, on the next day when mailed via overnight mail courier or five days after being sent by certified mail (postage prepaid, return receipt requested) to the other party.

16. Governing Law and Venue. This Agreement will be construed and enforced in accordance with the laws of the State of New York without regard to New York’s choice-of-law rules. 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.

17. Liens. If any independent contractor of Contractor is providing goods or services in connection with this Agreement places a lien on WCS property for unpaid labor or materials provided or supplied by such independent contractor, Contractor shall cause the discharge thereof by payment or bonding within 14 days of the date of filing of said lien.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and both or all of which shall constitute one and the same instrument.

19. Miscellaneous. This Agreement, including the cover sheet and all exhibits and attachments, all of which are incorporated in and made a part of this Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and may be altered only by an amendment executed by the parties in writing. In the event of any conflict between the terms of this set of standard terms and conditions and the terms of any exhibit attached to this Agreement, the terms of this set of standard terms and conditions will control. This Agreement may not be assigned by Contractor without the prior written agreement of WCS, and any purported assignment made in violation of this prohibition will be null and void. Each party represents and warrants that this Agreement has been duly executed on its behalf by its authorized agent or agents.

--- END OF TERMS & CONDITIONS ---
EXHIBIT B
INSURANCE REQUIREMENTS

For the entire term of the Agreement, and at any time Contractor is providing services to WCS, 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 to WCS. Approval from WCS’s Risk Management and Insurance Department is required for any deviations. If a listed exception applies, check the appropriate box.

A. Coverage Requirements

1. General and Excess Liability
   • 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
     $2,000,000 aggregate
   Coverage shall include Coverage A, bodily injury and property damage liability, Coverage B, personal and advertising injury liability, products/completed operations liability, and contractual liability.
   
   Pre-Authorized Exception: Neither Contractor, nor its employees, independent contractors or agent will perform any Services on WCS premises or provide any product samples to WCS guests: ☐

2. Business Automobile Liability
   Coverage for each vehicle with a combined single limit (bodily injury and property damage) of $1,000,000 each occurrence
   Pre-Authorized Exception: Contractor will not send vehicle(s) to WCS’s premises: ☐

3. 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
   
   Pre-Authorized Exception: Neither Contractor, nor its employees, independent contractors or agent will perform any Services on WCS premises: ☐

4. Professional Liability (Errors & Omissions)
   *Limits:*
   $1,000,000 per claim
   $2,000,000 aggregate
Pre-Authorized Exception: Contractor’s services do not involve licensed professional services: ☐

5. **Intellectual Property Liability**
Covering negligent or wrongful acts, errors or omissions of Contractor or its employees, independent contractors or agents arising out of the provision of services through any print and/or electronic media ("Media Services"), or use of the name or logo of WCS, or such other WCS trademarks or trade names or other names, logos, insignia, devices or marks (collectively, the “WCS Marks”), pursuant to a limited license granted by WCS. Coverage shall include but not be limited to dilution or infringement of title, slogan, trademark, trade names, trade dress, service mark or service name; copyright infringement, plagiarism, or misappropriation of information, ideas or other similar property rights.

**Limits:** combined single limit of $1,000,000 each occurrence.

Pre-Authorized Exception: Contractor’s services do not involve any provision of Media Services or exercise of any rights to use the WCS Marks: ☐

6. **Network Security/Data Privacy Liability**
**Limits:** $1,000,000 each occurrence and in the aggregate

Pre-Authorized Exception: Contractor’s services do not involve any of the following: (i) access to or maintenance of WCS data assets or electronic data: (ii) collection or processing of transactions containing personally identifiable information (PII); (iii) design or creation of networks, e-commerce sites or other services that will maintain or process PII: ☐

B. **Additional Requirements:**

- All policies will include a waiver of subrogation for the benefit of WCS.
- Wildlife Conservation Society and, to the extent services are performed on WCS premises in New York City, the City of New York will be included as an Additional Insureds under the General Liability, Excess Liability, and Auto Liability policies (unless any such coverage is not required) on no less than Insurance Services Office (ISO) Additional Insured endorsement, CG 20 10 Owners, Lessees or Contractors-Scheduled Person or Organization.
- Contractor’s policies shall be primary, and any insurance maintained by WCS is excess and noncontributory.
- If the Additional Insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer’s liability under these policies shall not be reduced by the existence of such other insurance.
- 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.
- WCS does not waive any right to bring any action, to the fullest extent permitted by law, for any loss, which may be covered, completely or in part, by Contractor’s policies. The damages that shall be recoverable shall not be limited by Contractor’s insurance policy limits.
o A Certificate of Insurance shall be provided to WCS prior to the start of any performance of obligations and sent to:
   Wildlife Conservation Society
   2300 Southern Boulevard
   Bronx, NY 10460
   Attn: Purchasing
   Email: purchasing@wcs.org

o If Contractor has independent contractors or agents that assist in the performance of Services related to this Agreement on WCS’s premises, then each such independent contractor or agent is required to sign a release form waiving any and all claims against WCS and the City of New York arising out of any bodily injury or property damage suffered or incurred while performing Services on WCS’ premises.

List any approved variations from the above requirements (other than pre-authorized exceptions listed above) here: ______
APPENDIX C

Solicitation Acknowledgement

Proposers must complete and sign the following acknowledgement:

Wildlife Conservation Society
Acknowledgement of Solicitation Terms and Conditions

Date (Required): ____________________________

By responding to this WCS ITB, RFP, or RFQ, as the case may be, the undersigned certifies that I have reviewed the contents of this solicitation, including all appendices, graphic charts/drawings, and addenda, and determined that they are acceptable, except for those provisions specifically set forth below: (Use space below and an attachment if needed to list any provisions which require further clarification or negotiation.)

1. ______________________________________________________________________________________

2. ______________________________________________________________________________________

3. ______________________________________________________________________________________

I certify and declare that the foregoing is true and correct.

Signed on ____________________________ at ____________________________
Date City,

State of ____________________________
State

Signature ______________________________________________________________________________________

Typed Name: ____________________________________________________________________________________

Note: WCS at its sole discretion may accept or reject any proposal response or cancel this solicitation in its entirety at any time without further obligation to Supplier.