



Request for Proposals

Brand Marketing Campaign

Issued by: Americares

Proposals due by: November 13, 2023

About Americares

Americares is a global health-focused relief and development organization that saves lives and improves health for people affected by poverty or disaster so they can reach their full potential. Each year, Americares reaches 85 countries on average, including the United States, with life-changing health programs, medicine, medical supplies and emergency aid. Americares is one of the world's leading nonprofit providers of donated medicine and medical supplies.

Americares programs:

- Help communities prepare for, respond to and recover from disasters;
- Increase accessibility, availability, affordability, and acceptability of medicine and medical supplies;
- Improve and expand health services, prevent disease and promote good health.

Project Overview

Climate change is one of the most significant threats to public health around the world. Climate change – and its health impacts – are an important area of focus for Americares, and mitigating these impacts is key to our mission of saving lives and improving health for people affected by poverty or disaster. A person's environment is a critical factor in their health, and whether their environment is safe or unsafe makes an enormous difference in health outcomes.

Americares has more than 40 years' experience responding to disasters, helping people who have been displaced and assisting with climate readiness/resilience efforts for health centers and vulnerable communities. So, we're acutely aware of the human cost when poverty and natural disaster intersect. And we know that the communities that have contributed the least to climate change face the brunt of its impacts.

Americares is leveraging our decades of experience in building climate resilience programs to help local health centers and marginalized communities become more climate resilient and meet the unprecedented challenge of climate change.

Now, Americares is looking to amplify this work through a brand building marketing campaign that drives awareness of Americares climate work and develops a unique selling proposition around Americares space in climate health equity. The campaign should include a positive viewpoint, focusing on climate optimism and affecting real change, while acknowledging the seriousness of climate change and climate health equity.

One of Americares overall strategic priorities is to elevate the organization's public profile; a secondary objective of this campaign is to support that goal.

Americares is seeking a collaborative and capable creative agency to help develop a brand marketing campaign that aligns with our goals. This engagement will include foundational campaign planning, creative concepting and recommendations around execution, including channel strategy, asset development and media buying.

Americares Climate and Disaster Preparedness Work

Americares innovative programming prepares health care providers to mitigate the health impacts of climate change.

Americares strengthens health centers around the world, helping them become more resilient to climate-related extreme weather. After natural disasters, Americares restores health services. And we ensure communities are prepared for future storms. Our programs and projects improve infrastructure and supply chains and provide resources for patients and health workers, including mental health resources to help manage stress and trauma after disasters.

Americares responds to more than 30 emergencies around the world every year, taking an active role at the forefront of disaster relief efforts as the world meets the challenge of climate change.

Specific examples of Americares climate work include:

- [Climate Resilience for Frontline Clinics](#) toolkit (currently U.S.; expanding to three-five additional countries)
- [Climate Health Equity for Community Clinics Program](#) (U.S.)
- [Emergency preparedness programming](#) (global)
- [Emergency response to natural disasters](#) (global)
- Improving access to clean water in communities at risk of flooding and drought (Colombia and Philippines)
- Learning Collaborative on climate change and health equity for frontline health care workers (U.S.)
- Disaster Risk Reduction in:
 - El Salvador
 - Philippines

Scope of Services

The scope of this project includes:

- Working alongside Americares marketing and communications team to ensure the campaign meets objectives
- Developing a thoughtful, researched brief that articulates the development of a creative brand building campaign
- Developing a brand building campaign concept with supporting execution ideas
- Providing an overview of strategic cross-channel plan, including setting KPIs for channel plans
 - *Note:* Americares has in-house marketing agency capabilities in social, video production, public relations/media outreach, content development and design and will execute asset development and production across these channels
- Consulting on the production of agreed upon creative assets
- Media buying recommendations

In addition to the deliverables outlined in the scope of services, regular check-ins will be required.

Submission Requirements

Proposals should include the following:

1. Three relevant case studies with outline of agency's involvement (from concepting to execution recommendations) and results for each
2. Summary of expertise in designing global brand building campaigns
3. Summary of experience working with nonprofit clients
4. At least three references from previous clients

Proposals should also include a fee for overall services and may include an hourly rate for any additional deliverables not specified in the contract's scope of work.

Key Dates

The expected project completion date for this campaign launch is April 2024, with the campaign build expected to be complete by March 2024.

Proposal deadline: Proposals will be reviewed on a rolling basis, with a final submission due date of November 13. Finalists will be notified by November 17. Americares representatives are available for questions and or/discussions.

Important dates:

- November 13: final proposals due
- November 17: finalists notified
- November 27 – December 1: one round of agency presentations
- Week of December 4: final decision; agencies notified
- December 18: work commences
- April 1: campaign launch

RFP Points of Contact

Please submit proposals and direct questions to:

Felicia Macdonald, SVP and CMO; fmacdonald@americares.org
Karly Kolaja, director, marketing and brand strategy; kkolaja@americares.org

Terms and Conditions

Contractor must be legally authorized to work as a contractor in Liberia, Tanzania, El Salvador, Colombia or the United States.

STANDARD COMMERCIAL CONTRACT TERMS & CONDITIONS

A. PERFORMANCE EQUALS ACCEPTANCE The terms and conditions herein become the exclusive and binding agreement (the "Contract") between Americares and Contractor ("Contractor") covering the purchase of the products and/or services described in the applicable Purchase Order(s) when these terms and conditions are accepted by written acknowledgment, Contractor's signature of Purchase Order(s), and/or commencement of performance by either party.

B. PAYMENT TERMS Payment terms for this Contract are as specified on the applicable Purchase Order(s). Payment of invoices shall be made within 30 days from receipt; inspection and acceptance of all delivered items pending receipt by Americares of a final invoice from the Contractor along with confirmation of acceptance by an appropriately authorized individual (see Inspection and Acceptance above). In order to make any payment, Americares must have the payee's current W9, W8 or other tax form(s) as required by local law, as well as all banking information needed to effect payment. Americares will make all payments electronically using the banking information on file with Americares.

C. WARRANTY Contractor represents and warrants to Americares that: it is duly organized, validly existing and in good standing in the jurisdiction of its incorporation/organization/formation; it is duly qualified to do business and is in good standing in every jurisdiction in which such qualification is required for purposes of this Contract, except where the failure to be so qualified, in the aggregate, would not reasonably be expected to adversely affect its ability to perform its obligations under this Contract; it has the full right, power and authority to enter into this Contract, to grant the rights and licenses granted under this Contract and to perform its obligations under this Contract; the execution of this Contract by its representative whose signature is set forth on the applicable Purchase Order(s) has been duly authorized by all necessary corporate action of the Contractor; the execution, delivery and performance of this Contract by Contractor will not violate, conflict with, require consent under or result in any breach or default under: any of Contractor's organizational documents; or any applicable law; when executed and delivered by each of Americares and Contractor, this Contract will constitute the legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with its terms; it is in compliance with all laws applicable to this Contract; it shall perform the services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Contract; the work will not infringe or misappropriate any copyright, patent, trade secret, trademark, or other proprietary right held by any third party, and; all items delivered hereunder will be merchantable and fit for use for the particular purpose described in this Contract.

D. DELAYS Contractor shall promptly notify Americares in writing of any factor, occurrence, condition or event that may adversely affect or delay proper and timely completion of the work and/or the ability of the Contractor to perform its obligations specified herein. The Contractor acknowledges that time is of the essence with respect to the work. The Contractor shall be liable for default for any material failure to perform in accordance with the terms of this Contract unless such non-performance is caused by an occurrence beyond the Contractor's reasonable control and without the Contractor's fault or negligence, including acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

E. INSPECTION A INSPECTION AND Contractor shall only tender for acceptance those items that conform to the requirements of this Contract. Acceptance of goods/deliverables is understood to take place upon signature of a goods received note by an authorized Americares employee, upon written email confirmation sent by an authorized Americares employee, or 30 days after delivery of goods/deliverables to an authorized Americares employee. Americares reserves the right to inspect or test any supplies or services that have been tendered for acceptance. Americares may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in Contract price. If repair/replacement or reperformance will not correct the defects or is not possible, Americares may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services.

F. TITLE AND RISK OF LOSS Title and risk of loss or damage to the good(s)/product(s) provided under this Contract shall remain with the Contractor until Americares or its designee, consignee, or agent receives delivery of and accepts the product(s) at the destination specified in the Contract. Contractor shall be liable to Americares for the full actual loss, damage or injury to the good(s)/product(s) occurring while in the custody, possession or control of the Contractor, or resulting from Contractor's actions or

inactions. Americares shall submit to the Contractor a written claim for loss, damage or injury to any good(s)/product(s) within 30 days after delivery to the destination specified in the Contract. Title and risk of loss or damage pass to Americares only upon Americares final acceptance of the good(s)/product(s) regardless of when or where Americares takes physical possession.

G. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION From time to time during the Term, either Party ("Disclosing Party") may disclose or make available to the other Party ("Receiving Party") information about its business, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information shall not include information that, at the time of disclosure:

is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this clause by Receiving Party or any of its representatives;
is or becomes available to Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; was known by or in the possession of Receiving Party or its representatives prior to being disclosed by or on behalf of Disclosing Party;
was or is independently developed by Receiving Party without reference to or use of, in whole or in part, any of Disclosing Party's Confidential Information; or
is required to be disclosed pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction.

Receiving Party shall:

protect and safeguard the confidentiality of Disclosing Party's Confidential Information with at least the same degree of care as Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;

not use Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and

not disclose any such Confidential Information to any person or entity, except to Receiving Party's representatives who need to know the Confidential Information to assist Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under the Contract.

Receiving Party shall be responsible for any breach of this clause caused by any of its representatives. At any time during or after the term of this Agreement, at the Disclosing Party's written request, Receiving Party and its Representatives shall promptly return to Disclosing Party all copies, whether in written, electronic or other form or media, of Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to Disclosing Party that such Confidential Information has been destroyed. Disclosing Party may seek equitable relief (including injunctive relief) against Receiving Party and its representatives to prevent the breach or threatened breach of this clause and to secure its enforcement, in addition to all other remedies available at law.

H. WORK PRODUCT/INTELLECTUAL PROPERTY "Work Product" shall consist of all deliverables and other data, information, designs, know-how, software, inventions, and other material and intellectual property in all media and forms now known or hereafter developed or prepared in the course of, or resulting from, the performance of this Contract and modifications to the Contract. By accepting this Contract, the Contractor acknowledges that:

Americares, or such party as Americares may designate, shall retain all title to and all rights in any Work Product provided under this Contract;

Work Product shall be the sole and exclusive royalty-free property of Americares, or any party that Americares designates, and shall be deemed to be a "work made for hire" in the course of performance hereunder. This shall include intellectual property not first developed in the course of, or resulting from, the performance of this Contract, but which is incorporated in any deliverable provided by the Contractor to Americares hereunder;

If title to any Work Product may not, by operation of law, vest in Americares, all title to and rights and interest therein are hereby irrevocably assigned by the Contractor to Americares, or such party as Americares may designate;

The Contractor agrees to take all such other actions as may be reasonably requested by Americares to carry into effect the provisions of this Work Product/intellectual property requirement, including, without limitation, the execution of assignments, copyright registrations, and patent applications.

The Contractor further represents and warrants that the Work Product delivered to Americares does not infringe the rights of any other party and the Contractor is the sole proprietor of the Work Product with full power and authority to enter into this Contract.

I. RELATIONSHIP It is understood and agreed that the Contractor is furnishing the goods and/or services under this Contract as an independent entity, and nothing contained in this Contract will create any association, partnership, joint venture, employer-employee or agent-principal relationship. The relationship established by this Contract shall be solely between Americares and the Contractor; with the Contractor retaining full and complete liability for the actions or inactions of any subcontractors or agents. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement or undertaking with any third party.

J. SUBCONTRACTORS Prior to the commencement of any work by any Subcontractor, Contractor shall enter into a written agreement with such Subcontractor that binds the Subcontractor to terms that are at least as protective of the rights and information of Americares under this Contract. Contractor's engagement of a Subcontractor does not relieve Contractor of its obligations under this Contract. Contractor shall remain fully responsible for the performance of each Subcontractor and its employees and for their compliance with all of the terms and conditions of this Contract as if they were Contractor's own employees. Nothing contained in this Contract creates any contractual relationship between Americares and any Subcontractor.

K. ASSIGNMENT OF RIGHTS Contractor may not assign its rights or responsibilities under this Contract without the prior written consent of Americares.

L. TERMINATION FOR CONVENIENCE Americares reserves the right to terminate this Contract, or any part thereof, for its sole convenience via issuance of written notice to the Contractor. Upon receipt of such notice the Contractor shall, unless the notice directs otherwise, stop all work hereunder and cause any and all of its suppliers and Subcontractors to cease work as soon as possible no more than 5 business days from receipt of notice from Americares. In the event that the Contract is terminated for convenience, Americares shall pay the Contractor for those costs incurred in direct relation to the work being performed, at the rate(s) agreed to in the Contract, up to the date of termination less the amount of any payments made to Contractor prior to the date of the termination. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided, nor for any orders for materials or supplies placed after written notice of termination was issued by Americares. The Contractor shall not be entitled to any claim or claim of lien against Americares for any additional compensation or damages in the event of such termination and payment.

Termination of this Contract will not constitute a waiver of any of the terminating Party's rights or remedies under this Agreement, at law, in equity or otherwise.

M. TERMINATION FOR CAUSE/BREACH OF CONTRACT Americares reserves the right to terminate this Contract, or any part thereof, for cause in the event that:

The Contractor defaults, fails to perform, fails to comply with any of the contract terms and conditions, or prevents any other party to the Contract from being able to perform its obligations;

The Contractor becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due;

The Contractor files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; or

The Contractor is in breach of, or threatens to breach, any representation, warranty or covenant of Contractor under this Contract and either the breach cannot be cured or, if the breach can be cured, it is not cured by Contractor within a commercially reasonable period of time under the circumstances, in no case exceeding ten business days following Contractor's receipt of notice of such breach.

Any termination under this section is effective on Contractor's receipt of Americares' notice of termination or any later date set out in the notice. Upon receipt of such notice the Contractor shall, unless the notice directs otherwise, immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. In the event that the Contract is terminated for cause, Americares shall not be liable to pay the Contractor any amount for supplies or services that had not yet been accepted by Americares at the time written notice was issued. In addition, Americares may seek damages adequate to cover economic losses resulting from the breach of contract and the Contractor shall be liable to AmeriCares for any and all rights and remedies provided by law. If it is determined that the Contract was improperly terminated for default, such termination shall be deemed a termination for convenience. Termination of this Contract will not constitute a waiver of any of the terminating Party's rights or remedies under this Contract, at law, in equity or otherwise.

N. INDEMNIFICATION Subject to the terms and conditions of this Contract, the Contractor ("Indemnifying Party") shall indemnify, defend and hold harmless Americares and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Contract and the cost of pursuing any insurance providers, incurred by Indemnified Party/awarded against Indemnified Party (collectively, "Losses"), relating to/arising out of or resulting from any Claim of a third party alleging:

Breach or non-fulfillment of any representation, warranty or covenant or any under/representation or misrepresentation of any warranty set forth in this Contract by Indemnifying Party or Indemnifying Party's personnel; or;

Any negligent or culpable act or omission of Indemnifying Party or its personnel, including any recklessness or willful misconduct in connection with the performance of its obligations under this Contract;

or

Any bodily injury, death of any person or damage to real or tangible personal property caused by the negligent acts or omissions of Indemnifying Party or its personnel; or

Any failure by Indemnifying Party or its personnel to comply with applicable laws.

O. INSURANCE In addition to any other insurance coverage required by Law, the Contractor shall, at all times during the period of performance of this Contract, carry and maintain adequate insurance to cover any and all claims, losses or damages arising from activities conducted for the purposes of this Contract and at Americares request, provide Americares with certificates establishing proof of such insurance.

P. FURTHER ASSURANCES On Americares reasonable request, Contractor shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Contract.

Q. LICENSES & PERMITS Contractor shall, at its own expense, maintain all certifications, credentials, licenses and/or permits necessary to conduct its business relating to this Contract. Contractor shall also ensure that its employees, Subcontractors, and equipment are properly licensed and permitted as required by all jurisdictions where work is conducted in fulfillment of this Contract.

R. RIGHT TO AUDIT At any time during the term of this agreement upon advance written notice, Contractor shall allow Americares, its management, its auditors and/or its regulators, to inspect, examine, test and audit (each, an "Audit") Contractor's and its subcontractors' operations, procedures and business records that are relevant to the services provided hereunder by Contractor. S. ELIGIBILITY TO RECEIVE FUNDING OR PAYMENT FROM Americares. By signing this Contract the Contractor certifies that neither it, nor any of its principals:

are presently debarred, suspended, proposed for debarment, or otherwise declared ineligible for the award of contracts by any applicable authority or institution; including but not limited to the US Federal Government; and
have 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) transaction or contract under a public transaction;

Americares shall not be responsible for any costs incurred in connection with the work of any Contractor or subcontractor that cannot certify all of the above or that falsely certifies the above.

T. EXECUTIVE ORDER ON TERRORISM FINANCING U.S. laws prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with those Executive Orders and Laws by ensuring that any and all potential subcontractors are checked against the applicable watch lists to verify that they are not associated with any terrorist organizations prior to issuing any subcontract. This provision must be included in any lower-tiered contracting instruments issued under this Contract.

U. ANTI-TRAFFICKING

a. Grantee, including, its agents (including brokers) and representatives, must not engage in:

1. Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this Contract;
2. Procurement of a commercial sex act during the period of this Contract;
3. Use of forced labor in the performance of this Contract;
4. Acts that directly support or advance trafficking in persons, including the following acts:

1. Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
2. Failing to provide return transportation or pay for return transportation costs to an employee legally recruited to work in a different country upon the end of employment if requested by the employee;
3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
4. Charging employees recruitment fees; or
5. Providing or arranging housing that fails to meet the host country housing and safety standards.
6. 5. For purposes of this provision, "employee" means an individual who is engaged in the performance of this Contract as a direct employee, consultant, or volunteer of the Contractor.
7. b. Contractor shall inform all of its employees, agents and representatives of the prohibition against human trafficking and of the disciplinary actions for a violation of this requirement.
8. c. Contractor shall include the substances of this Anti-Trafficking clause in all subawards, grants and contracts issued under this Contract.

V. ANTI-BRIBERY/ KICKBACK /LOBBYING CERTIFICATION By signing this Contract the Contractor hereby certifies that the Contractor or any agents thereof:

i. have not and will not pay, offer to pay, or authorize the payment directly or indirectly of any monies or things of value to any government official or employee, or to any political party or candidate for political office for the purpose of influencing any act or decision of such official or of the Government and that Contractor or any agents thereof, are not and will not become an official or employee of the Government during the term of this Contract; have not and will not solicit or attempt to solicit any additional personal compensation, credit, gift, gratuity, or thing of value directly or indirectly, from any Americares employee in order to obtain or retain business or direct business to any person and that Contractor or any agents thereof, have not and will not include, directly or indirectly, the amount of any bribes or kickbacks in the price of this Contract; and
will notify Americares immediately if any Americares staff member requests any form of gift, commission, or personal discount.

Contractor further represents and warrants that in the performance of its obligations under this Contract, including in choosing subrecipients, vendors, subcontractors and beneficiaries, that it will comply with the U.S. Foreign Corrupt Practices Act of 1977, as amended ("FCPA"), and any other applicable anti-bribery rules and regulations. Furthermore, Contractor represents that it shall not (and shall not permit any of its subsidiaries or affiliates or any of its or their respective directors, officers, managers, employees, independent contractors, representatives or agents to) promise, authorize or make any payment to, or otherwise contribute any item of value, directly or indirectly, to any third party, including any Non-U.S. Official (as such term is defined in the FCPA), in violation of the FCPA, the U.K. Bribery Act, or any other applicable anti-bribery or anti-corruption law. Contractor further represents that it shall (and shall cause each of its subsidiaries and affiliates to) maintain systems of internal controls, including but not limited to accounting systems, purchasing systems and billing systems, to ensure compliance with the FCPA, the U.K. Bribery Act, or any other applicable anti-bribery or anti-corruption law. Upon request, Contractor agrees to provide responsive information and/or certifications concerning its compliance with applicable anti-corruption laws. Contractor shall include this clause in in any subawards, contracts, or grants that it issues under this Contract. Contractor shall notify Americares in writing immediately of any change in circumstances that renders any representation or warranty made in this section inaccurate or incomplete. In no event shall Americares be obligated under this Contract to take any action or omit to take any action which Americares believes in good faith would cause it to be in violation of any laws, including without limitation the U.S. Foreign Corrupt Practices Act. W. COMPLIANCE WITH LAWS – APPLICABLE TO ALL e Contractor shall comply with all applicable laws, executive orders, rules and regulations applicable to its performance under this Contract and shall be responsible for ensuring that all subcontractors performing work under this Contract also comply, including but not limited to: Equal Opportunity - specifically E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Chapter 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," to the extent required;

The requirements of 41 CFR 60–1.4(a), 60–300.5(a), 60–741.5(a), and Executive Order 13496 (29 CFR Part 471, Appendix to Subpart A). These regulations prohibit discrimination against qualified individuals based on their status

as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, gender identity, sexual orientation, national origin, protected veteran status or disability;

Affirmative Action for Workers with Disabilities;

The Prohibition of Segregated Facilities;

Service Contract Act of 1965;

All applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33U.S.C. 1251 et seq.), and;

Minimum wage laws under Executive Order 13658.

X. CONFLICT OF INTEREST Contractor shall maintain written standards of conduct governing the performance of its employees engaged in this Contract and administration of contracts, grants and sub-awards. No employee, officer, agent or representative shall participate in the selection, award, or administration of a contract or grant if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, agent, or representative, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in Americares or the subject matter of this Contract. In the event of an actual or potential conflict, Contractor must disclose the nature of the conflict to Americares, and Americares reserves the right to terminate the Contract if, in its sole discretion, it determines that such action is necessary to comply with Americares policies, donor requirements, and/or applicable law. Further, Contractor shall not engage in any activity that creates a financial or material interest that would compromise or appear to compromise its impartiality in performing under this Contract. The officers, employees, representatives and agents of Contractor shall neither solicit nor accept

gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, Contractor may set standards for situations in which the financial interest is not substantial or the for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.

Y. WHISTLEBLOWER/MANDATORY DISCLOSURE

Americares is committed to the highest standards of ethical, moral, and legal business conduct and expects its Contractors and subcontractors to conduct their business in accordance with those standards. If Contractor becomes aware of credible evidence of conduct in connection with the award or performance of this award that is inconsistent with Americares policies or applicable law, Americares strongly encourages Contractor to report its concern through Americares confidential reporting hotline, Lighthouse. Americares will not tolerate harassment, victimization, retaliation, or discrimination against anyone for raising a concern in good faith or by assisting in an investigation. Reports can be made to Lighthouse using one of the following options: (i) online: www.lighthouse-services.com/americares, (ii) phone: 001-800-6032869, (iii) e-mail: reports@lighthouse-services.com, or (iv) fax: 1-215-689-3885. Further, in accordance with applicable law, Contractor must disclose, in a timely manner, in writing to the Federal awarding agency or Americares all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this Contract.

Z. NON-DISCRIMINATION/EEO AND ANTI-HARASSMENT

During performance of this Contract, Contractor will not discriminate or engage in harassment against any employee or applicant for employment based on race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, military status or ability to pay. Further, Contractor will not discriminate in the performance of this Contract against any person based on race, color, religion (creed), gender (including pregnancy, childbirth or related medical conditions), gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, military status or ability to pay.

AA. CHILDREN AND VULNERABLE ADULTS PROTECTION

a. Americares requires that its personnel and its implementers protect against the risk of abuse, exploitation, or neglect of children and vulnerable adults. Accordingly, Contractor agrees to abide by the following safeguarding core principles: (1) Ensure compliance with host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with U.S. law where applicable; (2) Prohibit all personnel from engaging in abuse, exploitation, or neglect of children and vulnerable adults; (3) Consider safeguarding in project planning and implementation to determine potential risks to children and vulnerable adults that are associated with project activities and operations; (4) Apply measures to reduce the risk of abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children and vulnerable adults; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image generating activities of children and vulnerable adults; (5) Promote safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children and vulnerable adults; and (6) Have a procedure for ensuring that personnel and others recognize abuse, exploitation, or neglect of children and vulnerable adults; mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel. Safeguarding core principles (1) through (6) above must also be incorporated into the organization's code of conduct for all personnel supported by this Contract.

a. Definitions:

9. Child: A child or children are defined as persons who have not attained 18 years of age.

10. Vulnerable Adult: Individual who is eighteen years of age or older and who is unable to protect himself/herself from abuse, neglect, or exploitation by others.

11. Abuse, exploitation, or neglect: Constitutes any form of physical abuse; emotional ill-treatment; sexual abuse; neglect or insufficient supervision; trafficking; or commercial, transactional, labor, or other exploitation resulting in actual or potential harm to the health, well-being, survival, development, or dignity of a child or vulnerable adult. It includes, but is not limited to: any act or failure to act which results in

death, serious physical or emotional harm to a child or vulnerable adult, or an act or failure to act which presents an imminent risk of serious harm to a child or vulnerable adult.

12. Physical abuse: Constitutes acts or failures to act resulting in injury (not necessarily visible), unnecessary or unjustified pain or suffering without causing injury, harm or risk of harm to a child's health or welfare, or death. Such acts may include, but are not limited to: punching, beating, kicking, biting, shaking, throwing, stabbing, choking, or hitting (regardless of object used), or burning. These acts are considered abuse regardless of whether they were intended to hurt the child or vulnerable adult.

13. Sexual Abuse: Constitutes fondling genitals, penetration, incest, rape, sodomy, indecent exposure, and exploitation through prostitution or the production of pornographic materials.

14. Emotional abuse or ill treatment: Constitutes injury to the psychological capacity or emotional stability of the child or vulnerable adult caused by acts, threats of acts, or coercive tactics. Emotional abuse may include, but is not limited to: humiliation, control, isolation, withholding of information, or any other deliberate activity that makes the child or vulnerable adult feel diminished or embarrassed.

15. Exploitation: Constitutes the abuse of a child or vulnerable adult where some form of remuneration is involved or whereby the perpetrators benefit in some manner. Exploitation represents a form of coercion and violence that is detrimental to the physical or mental health, development, education, or well-being of a child or vulnerable adult.

16. Neglect: Constitutes failure to provide for the basic needs of a child or vulnerable adult within supported activities that are responsible for the care of an individual in the absence of their parent or guardian.

BB. PREVENTION OF SEXUAL EXPLOITATION & ABUSE

Sexual exploitation and sexual abuse violate universally recognized international legal norms and standards. In order to protect the most vulnerable populations, especially women and children, Contractor must ensure the following specific standards – derived from the UN Secretary General's Bulletin, Special measures for protection from sexual exploitation and sexual abuse (ST/SGB/2003/13). – are incorporated into its mandatory standards of conduct for all personnel and followed:

a. Sexual exploitation and abuse by humanitarian and development workers constitute acts of gross misconduct and are grounds for termination of employment.

b. Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of a child is not a defense.

c. Exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading or exploitative behavior is prohibited. This includes exchange of assistance that is due to beneficiaries.

d. Any sexual relationship between those providing humanitarian or development assistance and protection and a person benefitting from such humanitarian or development assistance and protection that involves improper use of rank or position is prohibited. Such relationships undermine the credibility and integrity of humanitarian and development work.

e. Where a humanitarian or development worker develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same agency or not, he or she must report such concerns via established agency reporting mechanisms. f. Humanitarian and development workers are obliged to create and maintain an environment which prevents sexual exploitation and abuse and promotes the implementation of their code of conduct. Managers at all levels have particular responsibilities to support and develop systems which maintain this environment.

g. The standards set out above are not intended to be an exhaustive list. Other types of sexually exploitive or sexually abusive behavior should be evaluated as potential grounds for administrative action or disciplinary measures, including summary dismissal

CC. PROCUREMENT

Contractor shall maintain and use documented procurement policies or procedures setting forth the standards that must be adhered to for every procurement activity. Such standards must comply with applicable law in all instances, including Federal, State and local law and regulation. Such policies and procedures, at a minimum, must provide that (i) all subawards issued under this Contract shall be awarded consistent with, and incorporate the requirements of 2 CFR part 200, and (ii) all procurements under this Contract for the acquisition of property or services conform to the procurement standards identified in 2 CFR §§ 200.317 through 200.327, which address, among other things, cost and pricing of contracts,

competition requirements, domestic sourcing, contracting with small and minority businesses, and required contract provisions.

Contractor shall not issue any subawards, grants or contracts under this Contract to parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

DD. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor is prohibited from obligating or expending funds received under this Contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment or services means:

- a. telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- b. for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- c. telecommunications or video surveillance services provided by such entities or using such equipment; or
- d. telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

EE. TAXES As a registered non-profit corporation Americares is exempt from sales tax, value added taxes and most other duties and levies. The Contractor shall exclude any such charges from the Contract price and shall not bill Americares for any taxes/duties/levies from which it is exempt.

FF. BANKRUPTCY OR ADMINISTRATION In the event the Contractor enters into proceedings relating to bankruptcy or administration, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy or administration to Americares immediately upon the initiation of any proceedings relating to that bankruptcy or administration. This notification shall include the date on which the bankruptcy or administration petition was filed, the identity of the court in which the bankruptcy or administration petition was filed, and a listing of all Contracts and/or Orders against which final payment has not been made. This obligation remains in effect until final payment under this Contract has been made. GG. GOVERNING LAW AND DISPUTE RESOLUTION This Contract shall be governed, construed, and enforced in accordance with the laws of the Connecticut, without regard to its conflict of laws rules. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS for final and binding arbitration pursuant to this section. Either party may commence mediation by providing to JAMS and the other party a written request for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or at any time following 45 days from the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire.

HH. MISCELLANEOUS

This Contract is binding on and inures to the benefit of the Parties to this Contract and their respective permitted successors and permitted assigns. This Contract benefits solely the Parties to this Contract and their respective permitted successors and assigns and nothing in this Contract, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract. This Contract constitutes the entire agreement and understanding of

the parties with respect to its subject matter and supersedes all oral communications and prior writings with respect there to. This Contract may only be changed or amended via issuance of a written amendment signed by an authorized representative of both Parties. If any provision of this Contract shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions, other than the portions determined to be invalid or unenforceable, shall not be affected thereby, and each valid provision hereof shall be enforced to the fullest extent permitted by law. All notices, requests, consents, claims, demands, waivers and other communications under this Contract (each, a "Notice") must be in writing and must be delivered by email, facsimile with confirmation of transmission, personal delivery, or U.S. postal mail with postage prepaid. Except as otherwise provided in this Contract, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section. The respective rights and obligations set forth in the clauses pertaining to Confidentiality, Limitation of Liability, Warranties, Indemnification, and Insurance as well as this clause (Survival) shall indefinitely survive the expiration or termination of this Contract.