



Request for Proposal

Issued on	March 21,2025
Solicitation Number	RFP-DHK-0451
For	Professional Service for audio visual and creative productions to produce three (3) short videos and collect photos from five project districts.
Period of Performance	90 Days (From the date of award)
Queries Timeline	April 05, 2025.
Application Submission Date & Time	April 10, 2025
Type of Contract	Fixed Price Contract

BACKGROUND

Pathfinder International is implementing the “Women-Led Climate Resilience Program (WLCRP),” also known as "Dishari," to strengthen healthcare systems and enhance women's leadership in climate-vulnerable districts of Sylhet, Sunamganj, Netrokona, and Kishoreganj. The project addresses challenges such as poverty, weak infrastructure, and disaster risks by improving sexual and reproductive health services, nutrition, water, sanitation, hygiene, and livelihoods.

This assignment seeks to recruit an individual/firm as consultant to provide video documentation and creative production support for the Women-Led Climate Resilience Project. The consultant will collaborate with the project team to develop storyboards, take photos, film videos, and handle post-production tasks towards high-quality final outputs listed as deliverables.

Scope of Work & Deliverables:

Timeline

Task	Details	Expected LoE (days)
Developing Storyboards	Developing storyboards	6
	Finalizing the storyboards	2
Comprehensive Shooting Plan	Coordinating with the Project Team, Field Team, and Video Team to finalize the itinerary.	4
Video Shooting of 3 videos (8 Days)	Film Videos and Capture Photos in project area. (- A minimum of 8 shooting days, divided into three intervals. - 3 days in Sylhet and Sunamganj and 3 days in Netrakona and Kishoreganj and 2 days in Cox’s Bazar.	14

	- Travel days will not be considered part of the shooting days)	
Post Productions	Editing the final drafts of 3 videos	10
	Working on 1 st round of feedback	4
	Working on 2 nd round of feedback and finalizing the videos	4
	Incorporating Color Grading, Voice Over, and Visual Effects	4
Photography	Selection and Editing of Photos	4
Portable Hard drive	All Raw and Project Files stored either on a portable hard drive or in any online drive.	2
Total		54

Key Deliverables

1. 3 detailed storyboards, including shot breakdowns.
2. 1 Comprehensive shooting plan covering schedules and logistics for three shooting intervals.
3. 3 Short Videos (3~4 minutes duration; each video featuring different intervention clusters)
4. 10 Social Media Reels (for Facebook, Instagram & Tiktok)
5. 50 High-Quality Photos
6. All Raw and Project Files stored either on a portable hard drive or in any online drive.
7. All Signed Consent Forms (Original Copy)

Description of Assignment

Tasks	Deliverables
<p>1. Pre-Production Preparation</p> <ul style="list-style-type: none"> • Create detailed storyboards for the 3 videos. • Coordinate with communication officer and field officers to manage logistics, such as transportation, accommodation, and permits for shooting locations. 	<ul style="list-style-type: none"> • 3 detailed storyboards, including shot breakdowns. • 1 Comprehensive shooting plan covering schedules and logistics for three shooting intervals.
<p>2. Production Execution</p> <ul style="list-style-type: none"> • Assemble, as and when needed, a skilled production team which may include cinematographers, assistants, and director to oversee the creative vision. • Ensure all necessary equipment is prepared, such as cameras, drones, microphones, lighting, and backup gear. • Capture all planned shots as per the storyboard while staying open to improvising 	<ul style="list-style-type: none"> • All Raw and Project Files stored either on a portable hard drive or in any online drive. • All Signed Consent Forms (Original Copy)

<p>and capturing spontaneous moments that enhance the narrative.</p> <ul style="list-style-type: none"> • Verify that consent forms are signed by all individuals appearing in the footage and respect their privacy and comfort during the shoot. • Gather sufficient B-roll footage to enhance storytelling in the post-production phase 	
<p>3. Post-Production Phase</p> <ul style="list-style-type: none"> • Edit the 3 videos according to the storyboard. • Add background music, sound effects, voice over and graphics. • Add subtitles or captions for accessibility and multilingual audiences. • Include text overlays for titles, key information, or graphics as needed. • Revise the video based on feedback. • Ensure the final video meets technical specifications like resolution, aspect ratio, and file format. • Format the videos for short reels. 	<ul style="list-style-type: none"> • 3 Short Videos (3~4 minutes duration; each video featuring different intervention clusters) • 10 Social Media Reels (for Facebook, Instagram & Tiktok) • 50 High-Quality Photos

Proposal Guidelines and Instructions:

Potential firm/individual will be required to submit proposal both technical and financial. Financial proposals should be in BDT and include details expenditure in the budget. The contract will cover all kind of fee, travel and other associated cost should be budgeted. All proposal should be valid for a minimum of ninety (90) days.

The firm/individual submitting proposals in response to this RFP shall bear the cost of the proposal preparation and PI/B shall not reimburse any costs related to proposal preparation.

Your proposal should provide basic information about organizational competency and relevant experience. It should have a section addressing each of the following areas:

- Copy of e-TIN certificate (TAX will be submitted using this e-TIN number)
- Registration documents (Legal entity assurance certification/registration documents)
- Copy of VAT/BIN Certificate (as applicable).
- Relationship disclosure

✓ Describe any current or past relationship your organization may have with Pathfinder, and if it is a potential conflict of interest. If there is a potential conflict of interest, please explain how risk will be mitigated.

✓ Describe any personal or family relationships any employee of the organization has with any

employee of Pathfinder. If there is a potential conflict of interest, please explain how risk will be mitigated.

Note - Disclosure does not automatically disqualify offeror

Technical Proposal- (75 Points)

Technical Proposal should respond to the requirements outlined in the service requirements / TORs and should include,

- The individual or firm must have a minimum of 10–15 years of proven expertise in video production, storytelling, or media content creation.
- The individual or firm should have an academic background in film, fine arts, dramatics, or relevant disciplines, with a strong ability to utilize artistic approaches for engagement and impactful storytelling.
- The individual or firm must have extensive experience in projects related to health, climate change, SRHR, livelihoods, sustainability, or environmental storytelling.
- The individual or firm must demonstrate a solid track record in scriptwriting, storyboarding, and directing video projects.
- The individual or firm must provide a strong portfolio showcasing the production of impactful videos, including those tailored for social media platforms.
- The individual or firm must possess strong coordination and organizational skills to manage the pre-production, production, and post-production phases effectively.
- The individual or firm should have the ability to lead and collaborate with cross-functional teams, including project and production teams.
- The individual or firm must have experience conducting field visits and working in community-based settings.

Financial Proposal (25 Points)

Financial proposal should be submitted in the below manner:

- Detail Budget covering the period for 90 days (From the date of award)

The following points should be considered during the Financial Proposal Submission:

- ✓ Offerors must provide a budget according to the Scope of Work. Although a budget is proposed, Pathfinder will issue a fixed cost, deliverable-based contract to ensure the best value for money. Pathfinder retains the right to further negotiate the budget and/or require additional documents for supporting the proposed rate.
- ✓ Offerors should submit all relevant costs including but not limited to field visit costs (if applicable) in the Financial Proposal to perform the SOW with a detailed budget breakdown and notes. All financial proposals should include all cost including travel cost to deliver the deliverables be submitted in BDT.

- ✓ Pathfinder International shall deduct the VAT and Tax as per applicable rules. Tax rates shall follow government rules for yearly tax ceilings and be deducted accordingly at the time of payment. If there are any discrepancies between the proposed TAX rate in the proposal and at the time of payment, the rate applicable at the time of payment will survive. Similarly, VAT shall be deduct, if applicable, at the time of payment. Both must be included in the submitted proposal.

EVALUATION

In evaluating the proposals, Pathfinder International will seek the **best value for money** rather than the lowest-priced proposal. Pathfinder will use a two-stage selection procedure for all the proposal that has passed the required criteria. Any proposals that failed will not move to the evaluation stage:

- The first stage will evaluate the legal document’s pass/fail criteria.
- The second stage will evaluate the Cost and the Technical Proposal evaluation.

The selection committee will evaluate each proposal based on the following criteria:

Criteria	Weight
Bid Submission <ul style="list-style-type: none"> a. Was the bid submitted on time? b. Is the potential bidder eligible? Did they clear the CSI check? c. Legal documents; National ID/Passport, Trade license, VAT/BIN and Tax documents (as applicable) d. Is there a potential conflict of interest? 	Pass/Fail (if failed, Pathfinder will not evaluate the proposal)
Financial Proposal	25 POINTS
Technical proposal: <ul style="list-style-type: none"> • Proven experience and skills for producing videos, photography, design/illustration, and content focused on climate change, health, youth, and environmental issues- 20 Points. • A strong portfolio that demonstrates creative and impactful creative work, particularly in addressing complex topics in an engaging way- 20 Points. • Ability to effectively manage production timelines, coordinate with teams, and deliver high-quality outputs on time- 20 Points. • Demonstrated ability to work in field-based settings, manage logistics, and ensure ethical engagement with local communities, including obtaining informed consent - 15 Points. 	75 POINTS
Total	100 POINTS

If at any time prior to award Pathfinder deems there to be a need for a significant modification to the terms and conditions of this RFP, Pathfinder will issue such a modification as a written RFP amendment to all competing bidders. No oral statement of any person shall in any manner be deemed to modify or otherwise affect any RFP term or condition, and no bidder shall rely on any such statement. Such amendments are the exclusive method for this purpose.

Pathfinder is not bound to accept the lowest or any proposal and reserves the right to accept any proposal in whole or in part and to reject any or all proposals.

Pathfinder shall not be legally bound by any award notice issued for this RFP until a contract is duly signed and executed with the winning Bidder.

The evaluator will tally all the individual scores for each section and calculate the average score. The total average scores will be added to obtain the total points achieved by the individual supplier. If the total number points meet or exceeds the threshold established in the evaluation methodology, the suppliers cost proposal will be eligible for consideration.

Payment Terms

We anticipate entering a fixed price contract with the selected vendor. Payment will be made within 30 days after completion of all deliveries and after receiving corrected invoices along with receipts and acknowledgement of delivery receipts. VAT & Tax will be deducted and paid following Bangladesh Government rules and regulations.

All deliverables must be delivered within specified timeline. No partial payment is not allowable.

Sl. No	Deliverables	Installment amount (% of total Payable)
Full Payment	<ol style="list-style-type: none"> 1. 3 detailed storyboards, including shot breakdowns. 2. 1 Comprehensive shooting plan covering schedules and logistics for three shooting intervals.VO Track 3. 3 Short Videos (3~4 minutes duration; each video featuring different intervention clusters) 4. 10 Social Media Reels (for Facebook, Instagram & Tiktok) 5. 50 High-Quality Photos. 6. All Raw and Project Files stored either on a portable hard drive or in any online drive. 7. All Signed Consent Forms (Original Copy) 	100% of the total amount

Quotes Deadline and Queries

Offer submission in response to this RFP must be received by Pathfinder no later than the date and time mentioned above. The interested contractor must submit soft copies by the due date:

1. Submit soft copy of the cost proposal along with all required documents to procurement-bd@pathfinder.org
2. The email submitting the soft copies must mention “RFP-DHK-0451”.
3. Any other communications including submitting any questions/queries must mention reference “RFP-DHK-0451” in the subject line.
4. For any questions/queries, please email to procurement-bd@pathfinder.org on or before the date and time mentioned in the RFP. The subject should mention “RFP-DHK-0451”.

Terms

Pathfinder reserves the right to cancel this solicitation at any point and is under no obligation to issue a subcontract as a result of this solicitation.

Pathfinder will not reimburse any expenses related to the preparation of any proposal/CV related materials or delivery.

Confidentiality

IF APPLICABLE As a part of the RFP process, Pathfinder International may be providing confidential information. Consequently, suppliers must complete a Confidentiality/ Non-Disclosure Agreement.

Agreement

Any resulting contract will be subject to the terms and conditions contained in the annex. **See Part A and B.**

Thank you,

Country Director
Pathfinder International

PART A. GENERAL TERMS AND CONDITIONS

1. **Scope of Work.** Under this Agreement, the Independent Contractor identified above (hereinafter “Contractor”) will provide to Pathfinder International (hereinafter “Pathfinder”) the professional services and deliverables set forth in the Scope of Work, hereby incorporated by reference. Time is of the essence with respect to performance, unless otherwise indicated in the Scope of Work.
2. **Term.** Pathfinder agrees to engage Contractor, and Contractor agrees to provide the agreed-upon services for the period mentioned above.
3. **Approvals.** This agreement is contingent upon receipt of donor approval, satisfactory reference checks, background eligibility clearance, and confirmation of work authorization to work in the assigned country/countries. Pathfinder conducts background checks on all short-term Contractors.
4. **Relationship.** It is understood and agreed that the Contractor is furnishing services to Pathfinder International as an Independent Contractor, and nothing contained in the Agreement between Pathfinder and the Contractor shall create any association, partnership, joint venture, employer-employee or agent-principal relationship.
5. **Rate. Select 1:** For services performed during the term, the Contractor will be paid in accordance with their rate of \$XXX.XX per agreement or (2) For services performed during the term, Contractor will be paid a fixed fee of \$XXX.XX.
6. **Terms of Payment.**
 - 6.1 In no event shall the amount paid to Contractor exceed the fixed price or ceiling price, as applicable, stated in Article 5 without the express written authorization of Pathfinder.
 - 6.2 *Invoice Submission.* Contractor shall submit invoice(s) to the address to the attention of the Pathfinder employee identified in Article 23 below. Invoices shall be submitted promptly upon completion of each milestone. Invoices for all other expenses shall be submitted promptly upon completion of the required products/services.
 - 6.3 **Not applicable for fixed price agreement: Level of Effort.** Contractor may not work or be reimbursed for days beyond the maximum approved amount without prior written approval from Pathfinder. The maximum approved level of effort for this Agreement is 45 days, based on a five/six-day workweek and including travel. A day is defined as eight (8) work hours.
 - 6.4 *Method of Payment.* Contractor will be paid via (1) direct deposit to a bank account *or* (2) wire transfer to bank account]. Failure to provide accurate bank information in a timely manner may delay payment.
 - 6.5 *Timing of Payments.* Contractor shall be paid within thirty (30) days after Pathfinder’s receipt of an invoice in the format prescribed of this Agreement and acceptance by Pathfinder of the completed products/services in accordance with “Inspection & Acceptance” below, together with any required supporting documentation as described in Article 6.6 below and “Budget” (Attachment 2). Pathfinder is under no obligation to pay Contractor’s invoices received later than ninety (90) days after completion of the required services/deliverables. Payment of Contractor invoices by Pathfinder shall not constitute final approval of the charges therein. All charges invoiced by Contractor may remain subject to Pathfinder and/or U.S. Government/Client audit and subsequent adjustment. Contractor agrees to reimburse Pathfinder for any costs disallowed by Client.
 - 6.6 *Inspection & Acceptance.* All deliverables shall be subject to final inspection by the individual stated in Article 23 below and shall be accepted or rejected as promptly as practicable after delivery or performance. If a deliverable or service performed by Contractor is found to be defective, Contractor shall be given the opportunity to correct any deficiencies within a reasonable period of time, not more than 10 days, unless otherwise agreed-to by Pathfinder. If correction of such work is impracticable, Contractor shall bear all risk after notice of rejection and shall promptly make all necessary

replacements at its own expense, if so, requested by Pathfinder. To the extent that Pathfinder is held financially responsible for any deficiencies in the services performed by the Contractor, the Contractor agrees to cure such deficiencies at the sole cost to the Contractor. Contractor is responsible for any deficiency on the part of its suppliers or subcontractors. Contractor shall be responsible for any additional costs of re-procurement that exceed the fixed price or ceiling price, as applicable, specified in Article 5 as may be necessary for Pathfinder to secure the supplies/services as a result of Contractor's inability to deliver or perform supplies or services that conform to the requirements of this Agreement.

- 6.7 *Late Deliveries*. In addition to any remedies available to it in the event of late delivery, Pathfinder may deduct 1% of the amount invoiced for such delivery for each day said delivery was late. This will not exceed 10% of the fixed price or ceiling price, as applicable, set forth in Article 5 above.
7. **Confidential Information**: Each party shall treat as confidential all information obtained from the other during the course of performance under the Agreement. Neither party shall disclose such information without prior written consent of the other, unless compelled to do so by law. All confidential information disclosed or otherwise made known to the Contractor as a result of the services remains the sole property of Pathfinder.
8. **Intellectual Property**: The title to all Intellectual Property rights in or in relation to material created during the course of the services, including but not limited to designs, works of authorship, analyses, reports, improvements or processes, vests in Pathfinder upon its creation. These rights include title and interest in patent, copyright, trademark and other proprietary rights. At its sole discretion, Pathfinder may grant to the Independent Contractor, a limited, royalty-free license to use material developed under this Agreement. In addition, nothing in this Agreement shall supersede the rights of donors supporting Pathfinder's work.
9. **Non-Compete**: While this Agreement is in effect, the Independent Contractor shall not perform similar services with any party directly or indirectly in competition with Pathfinder without giving prior notice to and obtaining written consent from Pathfinder.
10. **Assignment**. The Independent Contractor may not assign its rights or responsibilities under this Agreement without the prior written consent of Pathfinder.
11. **Child Safeguarding**. Contractor confirms its agreement to abide by Pathfinder's Child Safeguarding and Trafficking in Persons Policies, copies of which have been provided to and signed by the Contractor.
12. **Non-Solicitation**. During the term of this Agreement and for twelve (12) months following its termination the Contractor agrees not to solicit, entice, induce, encourage, or attempt to solicit, entice, induce, encourage any Pathfinder employee, either directly or indirectly, to leave Pathfinder's employ or to cause or attempt to cause any Pathfinder employee to become employed by any person or business entity competitive with or engaged in the business of Pathfinder.
13. **Conflict of Interest**.
- 13.1 During the term of this agreement as defined in Article 2 above, Contractor shall not engage, directly or indirectly, either in his/her own name or through the agency of another person, in any business, profession, or occupation in the country of assignment or any other country to which s/he may be assigned during the term of this Agreement. This includes loans to or investments in any business in the country of performance, as specified in the Scope of Work (Annex A). This provision does not apply to Contractors who are citizens or legal residents of the country of performance.
- 13.2 To the best of his/her knowledge, Contractor presently has no conflict of interest with respect to the Services to be performed for Pathfinder under this Agreement. Contractor agrees not to enter into any such agreement or execute any documents that will create a conflict of interest or which will prevent it from freely performing any obligation under this Agreement. Contractor furthermore

agrees to notify Pathfinder in writing should any potential conflict of interest arise during the term of this Agreement.

- 14. Indemnification.** Independent Contractor will indemnify and hold Pathfinder, its employees, and its customers harmless from all penalties, damages and expenses, including attorneys' fees, incurred by Pathfinder and/or its customers (whether or not the agreement is canceled) caused by or arising out of Independent Contractor's breach of any term of this Agreement including, without limitation, the timely performance thereof.
- 15. Compliance with Law** Contractor's performance of work and all products to be delivered shall be in accordance with any and all applicable regulations: executive orders, Federal, State, municipal, local and host country laws and ordinances, and rules, orders, requirements and regulations. This Agreement shall be governed by and construed in accordance with the laws of the state of Massachusetts without regard to the conflict of laws principles thereof.
- 16. Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions may continue in full force at the discretion of Pathfinder without being impaired or invalidated in any way. The invalid provision will be replaced with a valid provision which most closely approximates the intent and economic effect of the invalid provision.
- 17. Force Majeure.** Any non-performance or delay in performance of any obligation of either party under this Agreement may be excused to the extent such failure or non-performance is caused by an event or condition beyond the reasonable control of the non-performing party, and which, by the exercise of due diligence, could not be avoided or overcome ("Force Majeure"). However, in no event will any non-performance or delay in performance of any of Contractor's suppliers or any labor disruption affecting Contractor specifically, and not Contractor's industry generally, constitute Force Majeure for Contractor. If Contractor is affected by Force Majeure, it will (i) promptly provide notice to Pathfinder, explaining the particulars and the expected duration of the Force Majeure and (ii) use its best efforts to remedy the interruption or delay if it is reasonably capable of being remedied, and to mitigate the adverse effects of such interruption or delay on Pathfinder, including sourcing substitute providers of services from the market, in order to meet Pathfinder's required completion dates. Contractor has an ongoing duty to keep Pathfinder apprised of the situation until resolved.
- 18. Termination for Convenience:** Pathfinder International reserves the right to terminate this Agreement or any part hereof for its sole convenience. In the event of such termination, the Independent Contractor shall immediately stop all work hereunder. Subject to the terms of this Agreement, the Independent Contractor shall be paid for services rendered up to the time of termination.
- 19. Termination for Cause:** Pathfinder International may terminate the Agreement or any part thereof, for cause in the event of any default by the Independent Contractor, or if the Independent Contractor fails to comply with any term or condition of the Agreement or fails to provide Pathfinder upon request with adequate assurance of future performance, or in the event of termination of funding or the prime award for convenience. In the event of termination for cause, Pathfinder shall not be liable to the Independent Contractor for any amount for services not accepted, and Independent Contractor shall be liable to Pathfinder for any and all rights and remedies provided under the Agreement or by law. If it is determined that Pathfinder improperly terminated the Agreement for default, such termination shall be deemed a termination for convenience.
- 20. Claims and Disputes.**
 - 20.1 In the event of any dispute between Contractor and Pathfinder, a claim by the Contractor must be made in writing and submitted to Pathfinder's Director of Grants and Contracts, who shall render a decision within thirty (30) days of receipt of the Contractor's claim.
 - 20.2 Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof, that cannot be resolved within a reasonable time following good faith

attempts by the Parties shall be finally settled in accordance with the regulations of the American Arbitration Association (AAA). Proceeding shall be conducted in the state of Massachusetts, USA, unless another venue is mutually agreed upon in writing. Judgment upon any award rendered may be entered in any court of competent jurisdiction; provided, however, that the arbitrator shall have no authority to add to, modify, change, or disregard any lawful terms of this Agreement. The Parties expressly agree that the arbitrators shall have no power to consider or award punitive or exemplary damages, or any other multiple or enhanced damages, whether statutory or common law. This agreement to arbitrate shall be binding upon the heirs, successors, assigns, and any trustee, receiver, or executor of each Party. Unless otherwise ordered by the arbitrator, each party shall bear its own costs and fees, including attorneys' fees and expenses. The Contractor shall proceed diligently with performance of this Agreement pending final resolution of any claim.

21. Contractor Warranties, Representations, and Certifications.

- 21.1 The violation of any of the following warranties, representations, or certifications shall represent a material breach and be grounds for termination for cause.
- 21.2 Warranties for Supplies/Services. Contractor warrants all supplies/services to be free from all material defects and expressly represents that all such required supplies/services are capable of providing/performing the function or service for which they were intended. Contractor agrees to pass on all manufacturers' warranties to Pathfinder. Contractor agrees to deliver/provide the products/services which are the subject-matter of this Agreement to Pathfinder free and clear of all liens, claims, and encumbrances. Contractor represents and warrants to Pathfinder that: (i) it has not entered into any agreement, or executed any document, with any individual or other organization that will prevent it from: (a) disclosing and assigning intellectual property in work product exclusively to Pathfinder; or (b) performing any other obligation under this Agreement; and (ii) it will not knowingly incorporate confidential information of any person or entity not a party to this Agreement into any materials furnished to Pathfinder without prior written notice to Pathfinder.
- 21.3 Representations. Contractor represents and : (i) no kickback, bribe, gratuity or transfer of anything of value was offered, agreed to, or made, nor shall be made, to or for the benefit of any employee or representative of Pathfinder in return for or in connection with the award of this Agreement; (ii) the Contractor has not engaged in bid-rigging or other collusive agreements or behavior with any actual or potential competitor for this Agreement or any other person, which behavior could have had the effect of lessening competition for the award of this Agreement or of raising the price of the Deliverables or the Services procured; (iii) no offer, payment, consideration, or benefit of any kind, which constitutes an illegal or corrupt practice, has been made or shall be made, either directly or indirectly, as an inducement or reward for the award of this Agreement; and (iv) all statements of material fact contained in any proposal, response, certification, or questionnaire submitted by Contractor or any of its representatives in connection with the solicitation, award or negotiation of this Agreement were true and complete when made.
- 21.4 Certifications. Contractor certifies by acceptance of this agreement that (i) neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any U.S. Federal Government department or agency; (ii) neither it nor its principals have been convicted of a narcotics offense or have been engaged in drug trafficking as defined in 22 CFR Part 140; (iii) neither it nor its principals are designated affiliates as "specially designated nationals" by the Office of Foreign Assets Control of the U.S. Department of Treasury; (iv) neither it nor its principals have been indicted or convicted on charges of terrorism or of providing support to terrorists; (v) Contractor agrees and certifies to take all necessary actions to comply with Executive Order No. 13244 on Terrorist Financing; blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism. Note: Contractor is required to obtain the updated lists at the time of procurement of goods or services.

The updated lists are available at: www.sam.gov, <http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>, and <http://www.un.org/Docs/sc/committees/1267/consolist.shtml>; and (vi) neither it nor its principals have been indicted or convicted for violating the Trafficking in Persons Policy; (vii) Contractor may not charge under this Agreement any item which has its source in, or is purchased from a supplier which has its nationality in, any restricted countries or prohibited sources, as designated in <http://www.usaid.gov/ads/policy/300/310mac>; and (viii) Contractor warrants that no offer, payment, consideration, or benefit of any kind, which constitutes an illegal or corrupt practice, has been made or shall be made, either directly or indirectly, as an inducement or reward for the award of this Agreement.

- 22. Notifications.** All inquiries and invoices must be submitted to Pathfinder listed below: Pathfinder International at procurement-bd@pathfinder.org
- 23. Waiver.** Failure of Pathfinder to enforce at any time or for any period of time any of the provisions of this Agreement will not constitute a waiver of such provisions or of the right of Pathfinder to enforce each and every provision.
- 24. Expense Report.** The Independent Contractor shall be reimbursed for properly documented travel and other expenses incurred in direct support of services performed under this agreement. Travel and other expenses must comply with Pathfinder's travel policies and procedures for reimbursement, including submission of the Travel Expense Voucher (TEV) forms provided by Pathfinder. Expense reports submitted later than 15 calendar days after the end date of this Agreement will not be paid.
- 25. Modification.** The scope of work and other terms and conditions contained in this Agreement shall not be added to, modified, superseded or otherwise changed except by written modification.
- 26. Entire Agreement.** This Agreement supersedes all prior oral or written agreements, if any, between the parties concerning the work under this Agreement and constitutes the entire agreement between the parties with respect to the work to be performed under this Agreement.