

Request for Quote/Proposal (RFQ/RFP)

Commodity/Service Required:	Development of ASEAN Handbook on Legal Cooperation to Combat Illegal Wildlife Trade
Type of Procurement:	Consultant Agreement
Type of Contract:	Fixed Price
Term of Contract:	February 1 - June 30, 2021.
Contract Funding:	AID-468-I-16-00001, TO AID-486-TO-16-00003
This Procurement supports:	USAID Wildlife Asia
Submit Proposal to:	By close of business (COB) February 25, 2021 to hr@usaidwildlifeasia.org
Date of Issue of RFP:	February 16, 2021.
Date Questions from Supplier Due:	February 22, 2021
Date Proposal Due:	February 25, 2021
Approximate Date Purchase Order Issued to Successful Bidder(s):	March 1, 2021
Method of Submittal:	
Qualified consultant is invited to apply by submitting a cover letter, summary of qualifications, relevant work samples, registration documents, and price quote for the work to by February 25, 2021 to the email: hr@usaidwildlifeasia.org . Please see submission requirements below for full details	
Respond via e-mail with attached document in MS Word / pdf format. The Bidder/Seller agrees to hold the prices in its offer firm for 45 days from the date specified for the receipt of offers, unless another time is specified in the addendum of the RFP/RFQ.	
Solicitation Number:	RFQ/P-UWA/2021-002

Attachments to RFP:

1. Attachment "A" – Commodity Specifications
2. Annex 1 - Proposed Outline
3. Attachment "B" – Instructions to Bidders/Sellers
4. All PO Terms and Conditions are listed on our website at forth at:
<https://www.rti.org/sites/default/files/rti-purchase-order-terms-and-conditions-v1.16.pdf>,
http://www.rti.org/files/PO_FAR_Clauses.pdf or for commercial items:
http://www.rti.org/files/PO_FAR_Clauses_Commercial_Items.pdf (hereinafter the "Terms").
 Supplier's delivery of products, performance of services, or issuance of invoices in connection with this purchase order establishes Supplier's agreement to the Terms. The Terms may only be modified in writing signed by both parties.

All bidders/sellers are responsible to carefully review each attachment and follow any instructions that may be relevant to this procurement.

Attachment A

Commodity Specifications or Statement of Work

Statement of Work

Indicate a description of the activity/service that is expected from the supplier. Provide product specifications or service expectations (both if applicable). Include deliverables, timelines, and any special terms and conditions.

Description of Activity/Service:

Term of Reference for Consultant
Development of ASEAN Handbook on
Legal Cooperation to Combat Illegal Wildlife Trade

1. Summary

The *ASEAN Handbook on Legal Cooperation to Combat Wildlife Crime*¹ (the Handbook) was developed during the USAID ARREST program in 2016 to provide law and policy makers, criminal justice and law enforcement officials from the ASEAN region with a strategic approach to deploying an arsenal of hard and soft laws and other associated tools for the prosecution of wildlife crimes. The ASEAN secretariat (on behalf of AWG CITES and Wildlife Enforcement) and CWT lead country Thailand, have requested for USAID Wildlife Asia's support on the updating of the Handbook as a key deliverable for 2021 under the implementation of the POA on Strategic Trust No. 1.2.1, Develop Regional Mechanism to prevent wildlife trafficking in the region. Working with Thailand as Lead Country Representative of the ASEAN Working Group on CITES and Wildlife Enforcement, ASEAN member states and regional partners, USAID Wildlife Asia will support development and finalization of the updated Handbook as a key deliverable for 2021 under the implementation of the POA.

II. Background

The Strategy Plan of Action (SPA) for ASEAN Cooperation in Forestry has been operationalized since 2016 and will continue to be implemented until 2025. One of the priorities under the ASEAN Cooperation on Forestry is CITES and wildlife enforcement. The AWG on CITES and WE is contributing to ensure sustainable forest management (SFM) in particular addressing Illegal wildlife trade as one of the biggest threats facing by ASEAN region. Illegal wildlife trade is not only a threat but is by itself a serious transnational crime. The United Nations has recognized it as the fourth largest transnational crime in the world after drugs, human trafficking, and counterfeiting. It decimates endangered species and destabilizes economic, environmental and political stability.

In line with the guidance during the Special ASEAN Ministerial Meeting on Illegal Wildlife Trade which resulted the Chiang Mai Ministerial Declaration, AMS has reaffirmed their mandate and goals to further strengthen cooperation to tackle Illegal Wildlife Trade in the region and enhance

¹ <http://wildlifeprotectiontools.net/wp-content/uploads/2019/07/ASEAN-Legal-Handbook.pdf>

partnership with international partners (USAID Wildlife Asia, USAID PROSPECT an USAID IGNITE) and with other relevant stakeholders in the region.

At the 23rd ASOF Meeting, AMS agreed to develop ASEAN Handbook on Legal Cooperation to Combat Illegal Wildlife Trade as one of key deliverables for ASEAN Cooperation in Forestry 2021. Subsequently the SOM-AMAF/AMAF adopted this as one of key deliverables for FAF cooperation in 2021. The Handbook is expected to be adopted by the 43rd AMAF Meeting will be held in 2021 in Indonesia.

Product or Service Expectations (both if applicable):

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V. Detailed Information and Structure of Activity

Specific activities will include the following:

1. Development of framework and outline for updated Handbook
2. Development of Questionnaire for ASEAN Member States on updated Handbook
3. Undertake technical consultation meeting of ASEAN Working Group on CITES and Wildlife Enforcement to update the legal handbook
4. Undertake legislation and policy analysis to document and evaluate existing laws, analyze gaps and model legal tools to guide further research, and handbook development.
5. Launch meeting on the new updated Handbook.

Deliverables, Timelines, Special Terms and Conditions:

VI. Timeline

The draft ASEAN Handbook will be finalized by the upcoming AWG CITES and WE tentatively in May 2021. The final draft will be endorsed by the 24th ASOF Meeting will be held tentatively in July 2021 in Viet Nam and subsequently submitted for adoption by 43rd AMAF through SOM-AMAF in October 2021.

Consultant's Scope of Work

- Develop and draft a detailed outline for selected chapters of the Handbook and consolidate input from other contributors for the zero draft
- Conduct a desk review of information and documents received from ASEC and AMS in respond to questionnaire sent to AMS) and background policy, legislation and other research materials provided. If necessary, to conduct additional consultations with AMS and research to support the analysis for the development of the Handbook.
- Develop and draft legislation and policy analysis for the AMS and the ASEAN region and provide input for selected chapters of the first draft of the Handbook in accordance with the Outline set out in Annex I and revisions based on comments by AMS and other contributors (excluding the section/chapter on "Illegal Wildlife Trade and the One Health Approach")
- Attend and present at consultation meetings for the review and finalization of the Handbook

- Coordinate with copy editors and lay-out team for revisions
- Assist with revision and submission of final draft Handbook based on further inputs from AMS and other contributors

Reporting and Coordination

The Consultant will work closely with designated focal points for USAID Wildlife Asia, ASEAN Secretariat, Department of National Parks, Wildlife and Plants Conservation and Chair of AWG CITES and Wildlife Enforcement (collectively the Work Group), hold regular consultations and provide progress updates. The Consultant will report to USAID Wildlife Asia (attn. Peter Collier, Chief of Party and the designated focal point for USAID Wildlife Asia) and coordinate closely with and under the guidance of:

- Chair of AWG CITES and Wildlife Enforcement (Malaysia/ Myanmar)
- ASEAN Secretariat: Dian Sukmajaya, Senior Officer Food, Agriculture and Forestry Division, Sectoral Development Directorate, ASEAN Economic Community (AEC) Department.
- Department of National Parks, Wildlife and Plants Conservation (DNP): Klairoong Poonpon, Director of CITES Implementation and Monitoring Sub-Division, Wild Fauna and Flora Protection Division.

Level of Effort

To undertake the scope of work outlined above the Consultant will be allocated 45 days estimated level of efforts (LOE).

Period of Performance

The current estimated schedule is for the work to be undertaken between the period of Mar 1 - June 30, 2021.

Qualifications

Recognized Bachelor or master's degree in environmental law, International Affairs, Political Science or other relevant discipline.

At least 15 years' experience in advising and supporting governments on developing and implementing multi-lateral environmental agreements, policy and regulatory analysis, substantive content of regulatory regimes and legislative drafting, and designing and implementing processes for stakeholder consultation, networking and coordination across different sectors. The ability to develop and produce in depth law and policy analysis and reports is crucial.

At least 7 years technical expertise and experience in wildlife law, trade and enforcement in the ASEAN region is preferred.

Fluency in English is a prerequisite; any other ASEAN languages is an asset.

Pricing

The consultant shall provide price quote for the work in fixed sum amount, payable in accordance with the completion of the key deliverables and percentages set out below:

Key Milestones/Deliverables	Indicative completion schedule (2021)	Amount payable
Submission of Zero draft of detailed outline for each chapter of the Handbook and circulate to Work Group for comments	Mar 1	15%
Submission of first draft of the Handbook based on approved outline and comments pursuant to the 1 st technical meeting and presentation materials	March 31	30%
Submission of the second draft of the Handbook based on inputs from AMS and other contributors to First draft of the Handbook	April 29	15%
Submission of edited second draft of the Handbook and presentation materials	May 14	30%
Submission of the Final draft of the Handbook	June 4	10%

Consultant shall submit the invoice upon completion of each deliverable and invoice payment will be made based on deliverable acceptance and approval.

Annex 1

Proposed Outline

ASEAN Handbook on Legal Cooperation to Combat Illegal Wildlife Trade

Preface (SG of ASEAN)

Acknowledgements

Glossary and Abbreviations

1. Introduction

- Background
- Objective
- Scope of Publication

2. International and Regional Framework for Addressing Illegal Wildlife Trade

- International Conventions
- ASEAN Framework in addressing Illegal Wildlife Trade
 - o Policies
 - o Institutions
- Illegal Wildlife Trade and the One Health Approach

3. Laws, Rules and Regulations in Addressing Illegal Wildlife Trade in ASEAN (including relevant action plans/strategies) → *detail outlines for country will be developed later*

- Brunei Darussalam
- Cambodia
- Indonesia
- Lao PDR
- Malaysia
- Myanmar
- Philippines
- Singapore
- Thailand
- Viet Nam

4. Best Practices and model provisions

5. Policies Challenges and Gaps

6. Recommendations

7. Appendices

8. References

Indicative Timetable of Activity

Activity	Project Period of Performance (POP) by Month												
	FY4 - Q4	FY5-Q1			FY5-Q2			FY5-Q3			FY5-Q4		
	Aug-Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept
Consult with ASEAN Sec. and AMS in coordinating with the ASEAN Plan of Action (POA) 2021 - 2025 Strategic Trust No. 1.2.1: Develop Regional Mechanism on prevent wildlife trafficking in the region													
Activity 1. Development of Framework and outline of the Handbook	X	X	X	X	X								
• Development of updated Handbook framework and outline				X									
• Questionnaire (drafting, circulate to AMS and receiving responses)				X	X								
• Matrix comparison templates													
• Framework adjustments (after matrix comparison done)													
Activity 2. Technical Consultation meeting of ASEAN Working Group on CITES and Wildlife Enforcement to update the legal handbook (virtual, hosted in BKK)						X			X				
Activity 3. Legal Handbook Update:													
• Begin update as well as translation and compilation work					X	X							
• Legislation and Policy Analysis to document and evaluate existing laws, analyze gaps, and model legal tools to guide further research, and handbook development (including consultations and reviews by AMS)							X	X					
• Legal Handbook update: Finalize copy editing									X				

Activity	Project Period of Performance (POP) by Month												
	FY4 - Q4	FY5-Q1			FY5-Q2			FY5-Q3			FY5-Q4		
	Aug-Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept
<ul style="list-style-type: none"> Report to the 17th ASEAN Working Group on CITES and Wildlife Enforcement (ASEAN Sec. calendar) 									X				
<ul style="list-style-type: none"> Legal Handbook update: layout, design 									X				
Publish the update of Legal Handbook										X			
Activity 4 launch and handover the new updated Handbook to CWT Lead country Thailand as representative of AWG CITES and Wildlife Enforcement and present at partners event										X			
<ul style="list-style-type: none"> The AWG Working Group on CITES and WE endorsed the Legal Handbook update to the ASOF 2021 (ASEAN Sec. calendar) 											X		

By signing this attachment, the bidder confirms he has a complete understanding of the specifications and fully intends to deliver items that comply with the above listed specifications.

Signature:

Title:

Date:

Attachment “B” Instructions to Bidders/Sellers

- Procurement Narrative Description:** The Buyer (RTI) intends to purchase commodities and/or services identified in Attachment A. The Buyer intends to purchase the quantities (for commodities) and/or services (based on deliverables identified in a Statement of Work). The term of the Ordering Agreement shall be from Award Date to the Delivery date of the Offeror unless extended by mutual agreement of the parties. The Buyer intends to award to a single

“approved” supplier based on conformance to the listed specifications, the ability to service this contract, and selling price. We reserve the right to award to more than one bidder. If an Ordering Agreement is established as a result of this RFQ/RFP, supplier understands that quantities indicated in the specifications (Attachment A) are an estimate only and RTI does not guarantee the purchase quantity of any item listed.

2. **Procuring Activity:** This procurement will be made by **Research Triangle Institute (RTI International)**, located at

Research Triangle Institute (head office)

No.208, 4th Floor, Unit 406, 208 Wireless Road Building, Wireless Road, Lumpini, Pathumwan, Bangkok 10330

Tel: 02-015-5941, 063-639-0042

(insert full address of the office)

who has a purchase requirement in support of a project funded by

United States Agency for International Development

(insert client’s name)

RTI shall award the initial quantities and/or services and any option quantities (if exercised by RTI) to Seller by a properly executed Purchase Order as set forth within the terms of this properly executed agreement.

3. **Proposal Requirements.** All Sellers will submit a quote/proposal which contains offers for all items and options included in this RFQ/RFP. All information presented in the Sellers quote/proposal will be considered during RTI’s evaluation. Failure to submit the information required in this RFQ/RFP may result in Seller’s offer being deemed non-responsive. Sellers are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach RTI’s office designated in the RFQ/RFP by the time and date specified in the RFQ/RFP. Any offer, modification, revision, or withdrawal of an offer received at the RTI office designated in the RFQ/RFP after the exact time specified for receipt of offers is “late” and may not be considered at the discretion of the RTI Procurement Officer. The Seller’s proposal shall include the following:

- (a) The solicitation number:
- (b) The date and time submitted:
- (c) The name, address, and telephone number of the seller (bidder) and authorized signature of same:
- (d) Validity period of Quote:
- (e) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary.
- (f) If RTI informs Seller that the Commodity is intended for export and the Commodity is not classified for export under Export Classification Control Number (ECCN) “EAR99” of the U.S. Department of Commerce Export Administration Regulations (EAR), then Seller must

provide RTI the correct ECCN and the name of Seller's representative responsible for Trade Compliance who can confirm the export classification.

- (g) Lead Time Availability of the Commodity/Service.
 - (h) Terms of warranty describing what and how the warranties will be serviced.
 - (i) Special pricing instructions: Price and any discount terms or special requirements or terms (special note: pricing must include guaranteed firm fixed prices for items requested.)
 - (j) Payment address or instructions (if different from mailing address)
 - (k) Acknowledgment of solicitation amendments (if any)
 - (l) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including points of contact with telephone numbers, and other relevant information)
 - (m) **Special Note:** *The Seller, by his response to this RFQ/RFP and accompanying signatures, confirms that the terms and conditions associated with this RFQ/RFP document have been agreed to and all of its attachments have been carefully read and understood and all related questions answered.*
4. **Forms:** Sellers (potential bidders or suppliers) must record their pricing utilizing the format found on Attachment "A". Sellers must sign the single hardcopy submitted and send to address listed on the cover page of this RFQ/RFP.
5. **Questions Concerning the Procurement.** All questions in regards to this RFQ/RFP to be directed to
- N/A
- (insert name of procurement officer)
- at this email address:
- hr@usaidwildlifeasia.org
- (insert email address of the procurement officer).
- The cut-off date for questions is (insert date).
- February 22, 2021
6. **Notifications and Deliveries:** Time is of the essence for this procurement. Seller shall deliver the items or services no later than the dates set forth in the contract that will be agreed by both parties as a result of this RFQ/RFP. The Seller shall immediately contact the Buyer's Procurement Officer if the specifications, availability, or the delivery schedule(s) changes. Exceptional delays will result in financial penalties being imposed of Seller.
7. **Documentation:** The following documents will be required for payment for each item:
- (a) A detailed invoice listing Purchase Order Number, Bank information with wiring instructions (when applicable)

- (b) Packing List
 - (c) All relevant product/service documentation (manuals, warranty doc, certificate of analysis, etc.)
8. **Payment Terms:** Refer to RTI purchase order terms and conditions found in <https://www.rti.org/sites/default/files/rti-purchase-order-terms-and-conditions-v1.16.pdf> , http://www.rti.org/files/PO_FAR_Clauses.pdf, or http://www.rti.org/files/PO_FAR_Clauses_Commercial_Items.pdf. Payment can be made via wire transfer or other acceptable form. Sellers may propose alternative payment terms and they will be considered in the evaluation process.
9. **Alternative Proposals:** Sellers are permitted to offer “alternatives” should they not be able to meet the listed requirements. Any alternative proposals shall still satisfy the minimum requirements set forth in Attachment A Specifications.
10. **Inspection Process:** Each item shall be inspected prior to final acceptance of the item. All significant discrepancies, shortages, and/or faults must be satisfactorily corrected and satisfactorily documented prior to delivery and release of payment.
11. **Evaluation and Award Process:** The RTI Procurement Officer will award an agreement contract resulting from this solicitation to the responsible Seller (bidder) whose offer conforms to the RFQ/RFP will be most advantageous to RTI, price and other factors considered. The award will be made to the Seller representing the **best value** to the project and to RTI. For the purpose of this RFQ/RFP, price, delivery, technical and past performance are of equal importance for the purposes of evaluating, and selecting the “best value” awardee. RTI intends to evaluate offers and award an Agreement without discussions with Sellers. Therefore, the Seller’s initial offer should contain the Seller’s best terms from a price and technical standpoint. However, RTI reserves the right to conduct discussions if later determined by the RTI Procurement Officer to be necessary.

The evaluation factors will be comprised of the following criteria:

- (a) **PRICE (15%).** Lowest evaluated ceiling price (inclusive of option quantities) .
- (b) **DELIVERY (15%).** Seller provides the most advantageous delivery schedule.
- (c) **TECHNICAL (40%).** Items/Services shall satisfy or exceed the specifications described in RFQ/RFP Attachment A.
- (d) **PAST PERFORMANCE (30%) -** Seller can demonstrate his/her capability and resources to provide the items/services requested in this solicitation in a timely and responsive manner.
- (e) **OTHER EVALUATION CRITERIA.**

N/A

12. **Award Notice.** A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful supplier within the time acceptance specified in the offer, shall result in a binding contract without further action by either party.
13. **Validity of Offer.** This RFP in no way obligates RTI to make an award, nor does it commit RTI to pay any costs incurred by the Seller in the preparation and submission of a proposal or amendments to a proposal. Your proposal shall be considered valid for 45 days after submission.



14. **Representations and Certifications.** Winning suppliers under a US Federal Contract are required to complete and sign as part of your offer RTI Representations and Certifications for values over \$10,000.
15. **Anti- Kick Back Act of 1986.** Anti-Kickback Act of 1986 as referenced in FAR 52.203-7 is hereby incorporated into this Request for Proposal as a condition of acceptance. If you have reasonable grounds to believe that a violation, as described in Paragraph (b) of FAR 52.203-7 may have occurred, you should report this suspected violation to the RTI's Ethics Hotline at 1-877-212-7220 or by sending an e-mail to ethics@rti.org. You may report a suspected violation anonymously.
16. **The John S. McCain National Defense Authorization Act for fiscal year 2019 - section 889.** RTI cannot use any equipment or services from specific companies, or their subsidiaries and affiliates, including Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company ("Covered Technology"). In response to this request for proposal, please do not provide a quote which includes any Covered Technology. Any quote which includes Covered Technology will be deemed non-responsive. Additionally, if the United States Government is the source of funds for this RFP, the resulting Supplier shall not provide any equipment, system, or service that uses Covered Technology as a substantial or essential component

Acceptance:

Seller agrees, as evidenced by signature below, that the seller's completed and signed solicitation, seller's proposal including all required submissions and the negotiated terms contained herein, constitute the entire agreement for the services described herein.

By: *(Seller Company Name)*

Signature: _____

Title: _____

Date: _____