

Request for Proposal (RFP)

PF No. and Title: Travel Management Services, PR# 2021-10-03
RFP Issue Date: October 22, 2021
Proposal Submission Deadline: November 12, 2021 by 5pm EST
Deadline for Questions: November 5, 2021 by 5:00pm EST

Contracting Entity: HELEN KELLER INTL (Helen Keller)

Place of Performance: Global

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Bidders are encouraged to read this RFP and all attachments in its entirety paying specific attention to the instructions and requirements. Issuance of this RFP does not in any way obligate Helen Keller International to award a contract, nor does it commit Helen Keller International to pay for costs incurred in the preparation and submission of a proposal. All recipients of this RFP shall treat all information and details included herein as private and confidential.

SECTION 1: Introduction, Eligibility of Bidders, and Definitions

Introduction

Helen Keller Intl (Helen Keller) is a nonprofit organization dedicated to saving and improving the sight and lives of the world's vulnerable by combatting the causes and consequences of blindness, poor health and malnutrition. Headquartered in New York City, Helen Keller Intl currently conducts programs in more than 20 countries in Africa, Asia, Europe and the United States. Helen Keller is issuing this Request for Proposal (RFP) for the purpose of obtaining travel management services from a vendor (TMC) with capabilities to meet the needs of our travelers and adhere to our donors' requirements. Helen Keller invites all eligible Bidders to submit proposals .

Eligibility of Bidders

This RFP is limited to entities that are deemed capable of implementing the scope of work, with a solid record of integrity and business ethics, and that meet the eligibility requirements stated in this Section.

Bidders that submit proposals in response to this RFP must meet the following requirements:

- 1) Be a non-government entities (for-profit and non-profit companies, non-governmental organizations (NGOs), etc.) that are legally registered under the laws of the country where it is operating.
- 2) Have demonstrated capacity and expertise to successfully implement the Scope of Work.
- 3) Have completed the required representations and certifications incorporated in this RFP.
- 4) Be willing to comply with relevant donor rules and regulations and Helen Keller Intl requirements.

Helen Keller International is committed to contracting with small, minority-owned, woman-owned, LGBTQ-owned and veteran-owned businesses, and U.S. Government-registered Small Businesses, among others. We welcome the application of all qualified potential vendors. Helen Keller Intl

reserves the right to give preference to small and/or disadvantaged businesses. Eligible bidders will be required to complete the attached Small and/or Disadvantaged Business Certification Form, signed by an authorized official and submitted with the proposal.

Note: Helen Keller Intl will not award a contract to any firm that is debarred, suspended, or proposed for debarment by the U.S. Government, or who proposes to do business with firms or firms' principals who are debarred, suspended, or proposed for debarment, in the performance of the requirement of this activity.

SECTION 2: Scope of Work

Helen Keller Intl will evaluate all proposals received in response to this RFP in accordance with the evaluation criteria described in this document.

This RFP contains the following Annexes:

- Annex A: Confidentiality and Non-Disclosure Agreement
- Annex B: Conflict of Interest Disclosure
- Annex C: USAID Contract Provisions
- Annex D : Small and/or Disadvantaged Business Certification Form

About Helen Keller Intl

History

Helen Keller International was co-founded in 1915 by two extraordinary individuals, Helen Keller and George Kessler, to assist soldiers blinded during their service in World War I. Kessler was a wealthy New York merchant who survived the sinking of the Lusitania in 1915 and vowed, as his lifeboat repeatedly capsized, to help those less fortunate in the world if he survived.

While recovering in London, he resolved to devote his remaining years to helping soldiers blinded in combat. In November 1915, George and his wife, Cora Parsons Kessler, founded the organization and asked Helen Keller, then 35 years old, for her support. She enthusiastically agreed. Since then, we have committed ourselves to continuing Helen's work.

Programs

Our programs prioritize preventing and treating vision loss and blindness—as well as addressing major global health problems such as malnutrition and neglected diseases that threaten sight, productivity, and well-being. In Africa, Asia, Europe, and the U.S., Helen Keller's proven, science-based programs empower people to create opportunities in their own lives and build lasting change. Working in more than 20 countries, we are ranked among the most effective charities in international development and global health, with a four-star rating from Charity Navigator for several consecutive years. We have more than 120 programs around the world that reach millions of people each year.

- Helen Keller's prevention of blindness work focuses on: cataract surgery, vision correction, vitamin A supplementation, screening and treatment for diabetic retinopathy, and distribution of treatments and cures for neglected tropical diseases.
- Helen Keller works to reduce malnutrition by promoting solutions aimed at improving nutrition practices for millions of families. These include: vitamin A supplementation, maternal and child nutrition education, fortification of staple foods with essential nutrients, globally recognized family-led agricultural programs, and community based management of acute malnutrition.
- Helen Keller reaches tens of thousands of under-served youth in the United States each year through our US Vision Program. This unique program provides free vision screenings and prescription eyeglasses to students living in poverty. This year the program is expanding its work to other vulnerable populations.

Helen Keller works with hundreds of partners, including private foundations, companies, nongovernmental organizations, local, state and national governments, United Nations bodies, and university groups.

Operations & Travel

Helen Keller is a 501(c)(3) not-for-profit corporation formed under the laws of the State of New York with its global Headquarters located in New York. Helen Keller has an operating budget of approximately \$72 million. The environments in which Helen Keller staff live and work are complex, sometimes unstable, and inherently dangerous. Risks to our staff and their families, partners and program recipients range from dangers associated with conflict, civil and political unrest, accidents, global pandemic, terrorism and environmental conditionals. Helen Keller takes its Duty of Care very seriously and continually works to ensure its meeting its legal and ethical obligations to its staff.

Pre-COVID Helen Keller staff took approximately 200-300 international trips each year to over 40 countries with a total travel spend of over \$300,000.

Additional information on Helen Keller’s travel profile and spend will be provided with completion and receipt of signed Confidentiality and Non-Disclosure Agreement has been submitted, as in accordance with this RFP. Any travel spend data presented is to assist in pricing of the RFP and does not represent a commitment of any kind by Helen Keller.

For more information about Helen Keller International, visit our website www.hki.org and download the [Annual Report](#).

Scope of Work, Key Objectives and Activities

Helen Keller Intl is seeking travel management services from a vendor that offers:

- Extensive understanding of the complex international non-governmental organization (INGO) travel landscape and associated travel risks.
- Provide and advise staff on complicated travel itineraries to remote destinations, including factoring in transfers, COVID requirements, visa requirements, etc. Itineraries must be in compliance with Helen Keller Travel Policy, including in many cases Fly America Act compliant. Bidders must demonstrate understanding and capacity to document compliance with U.S. Government travel requirements including the Fly America Act¹ and competitive pricing.
- Vendor business model that can support ticket requests from US-based travelers, and capabilities to support Asia and Africa based travelers.
- Online booking tool integrated with your global booking system. The ability to receive a trip request from Helen Keller via email and/or API that includes relevant custom data fields for inclusion in TMC reporting. Workflow capabilities for itinerary approval by supervisor required as well.
- Outstanding customer service and fast response time.
- Keep Helen Keller informed of changes/trends/requirements in travel and airline industry.
- Provide security solutions that meet Helen Keller’s duty of care responsibilities, including Travel Tracking, 24/7 customer support, a visa service partner, and travel information on countries to be visited.
- Access to discounted fares with major airlines and other cost savings opportunities including humanitarian fares.
- Financial reporting capabilities. Spend oversight and analytics.
- Embodies a shared sense of responsibility and will be an advocate for Helen Keller Intl’s travelers.

Anticipated Solicitation Timeline

DATES	OBJECTIVES
Friday, October 22, 2021	RFP Distributed
Friday, November 5, 2021	Questions Due
Friday, November 12, 2021	TMC Proposals Due
Friday, November 19, 2021	TMC Finalists Notified
Week of December 6, 2021	TMC Presentations
By approximately December 31, 2021	TMC Selected

¹ <https://www.gsa.gov/policy-regulations/policy/travel-management-policy/fly-america-act>

By approximately January 15, 2022	TMC Services Start (understanding full implementation may take several weeks)
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Only questions received by the Questions deadline will be addressed. No telephone questions will be answered. All questions will be compiled and official answers to the questions will be posted publicly.

Anticipated Contracting Period and Award Mechanism

The anticipated period of the resulting award is expected to be 3 years beginning on or about January 1, 2022. Bidders must clearly identify “start-up” support costs, if any, required to commence services.

Helen Keller Intl intends to award an all-inclusive fixed rate Professional Services Contract to the winning offer. Helen Keller Intl will only issue payment via a central credit card or electronic payment methods and all bank accounts must be in the name of the company/organization only. No profit, fees, taxes, or additional costs can be added after award. This RFP is subject to all the terms and conditions of the resulting contract. Any resultant award will be governed by these terms and conditions. Helen Keller has a strong preference for using our Professional Services Contract; a template of our contract can be provided upon request.

SECTION 3: Proposal Instructions

The Bidder’s proposal will consist of two separate documents:

Part 1 - Technical Offer

Part 2 – Financial Offer

The Technical Offer and the Financial Offer (altogether “proposal”) must be submitted separately. The Bidder should not include any cost data in the Technical Offer.

The proposal should be concisely presented and structured, and should explain in detail the Bidder’s availability, experience and resources to provide the requested services.

Proposals that are incomplete or do not address these criteria may not be considered in the review process. All proposals **must be submitted in English.**

Both the Technical Offer and Financial Offer must be submitted with a **Cover Letter** which must include the following information and must be signed and stamped by an authorized representative of the Bidder organization:

- i. Date of Submission of the Proposal
- ii. Term of proposal validity (minimum 90 days)
- iii. Name of the company/organization
- iv. Name and title of authorized representative of organization
- v. Type of company/organization
- vi. Address
- vii. Telephone
- viii. E-mail
- ix. Taxpayer Identification Number
- x. Other required documents that shall be included as attachments to the cover letter:
 - a) Copy of registration or incorporation in the public registry, or equivalent document from the government office where the bidder is registered.
 - b) Copy of company tax registration, or equivalent document.
 - c) Copy of trade license, or equivalent document.

Bidders must also submit a signed Conflict of Interest Declaration Form, Non-Disclosure Agreement (NDA), USAID Contract Provisions, and the Small and/or Disadvantaged Business Certification Form. The Conflict of Interest Form will be assessed to establish whether the Bidder has any present or potential future conflict of interest according to the definition in Annex B. If the conclusion is reached that any conflict of interest declared by the Bidder could have a negative impact on the Bidder’s ability to perform the Service, Helen Keller Intl may decide to reject the submitted proposal. Failure to accurately complete the Conflict of Interest Declaration Form may also lead to the rejection of the submitted proposal.

Part 1: TECHNICAL OFFER

The Technical Offer should include the following:

1) Bidder past performance record/relevant experience–

- a) Provide a brief history and description of your TMC, including:
 - Approximate annual revenues.
 - Number of offices and employees.
 - Services.
 - Number of clients, including number of nonprofit clients.
 - Describe your company's systems for safeguarding client data and information, including the data security certifications maintained. Describe the insurance maintained by your company that will be relevant to this engagement, such as general liability and cyber liability. Please include a narrative description of your systems to ensure compliance with the General Data Protection Regulation (GDPR) and any relevant policies and documented standard practices to manage data provided by Helen Keller through the application process at the outset as well as any information shared during any claims resolution process.
 - Information related to Bidder's past performance/prior experience in working with other INGOs with offices in the countries/region similar in nature and volume to the services requested.
 - Other information to help Helen Keller assess the depth of your TMC's resources and potential "fit."
- b) Bidders must also provide contacts for at least three (3) professional references for recent work and/or experience under similar SOWs. Contact information should include, at a minimum: name and title of individual, name of company, brief information on relationship to Bidder, address, email, and phone number. Helen Keller reserves the right to contact any and all references provided. Contact information for references is not subject to the page limitation for this section.

2) Technical approach

The technical approach must describe the proposed approach to achieving the organization's objectives and must address the following. For those TMCs selected as finalists, the selection committee will ask you to elaborate upon many of these questions during your on-site interview and to demo any technology platforms. Please elaborate on the following:

- a) **Describe your business model, including operations model to support US-based travelers, and if needed travelers based in Africa and Asia Regions.**
- b) **Describe your customer services model and management team, including:**
 - a. Identify and provide a brief summary of who would be the primary business account manager (educational, professional credentials, number of years in the industry, number of clients serving and INGO experience, languages spoken).
 - b. Describe how many agents would serve Helen Keller Intl (average length of experience, professional credentials, location of call center, operating hours, languages spoken, region of expertise, number and size of clients in their portfolio) and their hours of availability.
 - c. Explain your TMC's response time and if it is guaranteed.
 - d. Description your TMC's after-hours, 24/7 support service and after-hours response times.
 - e. Explain how you ensure itinerary accuracy in accordance with travelers' requests.
 - f. Anything else you would like us to know that makes your customer experience stand out.
- c) **Explain how your TMC's booking process will benefit our travelers:**
 - a. Explain the booking process.
 - i. Identify and briefly explain the options for booking travel (via your Online booking tool, telephone, email and/or API) with your TMC. Helen Keller will require custom data fields to be captured.

- ii. Explain how travelers will access quote options provided by TMC, which should include three lowest priced options available, meeting the itinerary needs.
 - iii. Explain workflow capabilities for itinerary approval by supervisor.
 - iv. Include screenshots, sample quotes travelers would receive and booking confirmations.
 - b. Explain how itinerary and coding approvals are managed for online, telephone, and email bookings.
 - c. Provide a copy of your standard Traveler Profile Form and explain how travelers access it, update it, and where the information is stored.
 - d. Explain any frequent flyer and upgrade support provided (Helen Keller is currently enrolled with Delta SkyBonus and American AAdvantage).
 - e. Describe how agents guide travelers within the restrictions of the Fly America Act and other regulations.
 - f. Describe how agents guide travelers related to COVID requirements.
 - g. Provide information on your visa support services.
 - h. Provide brief information on your hotel support services and other travel services including rental cars, and Amtrak. Identify any associated costs.
 - i. Describe how your TMC handles group bookings. Identify any associated costs.
- d) Describe the 'onboarding' process and timeline for becoming a new client.**
- e) Briefly explain why your TMC is well-positioned to handle Helen Keller's travel needs now, especially in consideration to the travel disruptions caused by COVID-19.**
- f) Explain how you address situations in which a traveler has found a lower fare through an alternative source.**
- g) Explain if there are any carriers that you are not able to book trips with.**
- h) Identify any negotiated supplier programs in place that would benefit Helen Keller Intl, including:**
 - a. Identify if Helen Keller Intl will have access to humanitarian fares;
 - b. Identify any other benefits such as free excess baggage, one-way fares and flexible ticketing.
- i) Building on Question A, Describe your TMC's capabilities to provide travel solutions to Helen Keller's regional/country offices:**
 - a. Identify if it would be possible for all international travel booked by country offices to use your TMC;
 - b. Provide information on any other travel solutions you could provide to our country offices.
- j) Describe how Helen Keller Intl's travelers would be tracked at any given point of time, including:**
 - a. If your TMC is able to feed travel tracker information to the International SOS system;
 - b. Identify any other advantages your TMC provides that would benefit Helen Keller Intl;
 - c. Provide details on any fees for these reports/tools.
- k) Describe any services your TMC provides to inform travelers with accurate, up to date information on risks associated with travel, i.e. access to pre-trip briefings or incidents during travel, and the source of this information.**
- l) Explain how you notify travelers of a delay, disruption, or cancellation. Include information on any other notifications you send, i.e. airport closures, airline worker strikes, etc.**
- m) Explain how credits are refunded, or, if they are held how does your TMC track sitting credits.**

- n) Describe any traveler training/implementation/education program(s) your TMC provides on their services and/or travel in general for staff. Include any associated costs.
- o) Describe how your TMC monitors changes and emerging trends in the INGO environment, specifically travel risks, COVID-19 travel disruptions, and how you keep your clients informed.
- p) Describe any other technology solutions that your TMC offers that could benefit Helen Keller Intl; especially in assisting to meet its duty of care obligations. Please note any additional costs.
- q) Describe your financial and reporting capabilities:
 - a. Explain the types of reports available, how/who can access, format, time to receive;
 - b. Provide details of any reporting fees (ad-hoc reports, reporting tools, etc.)
- r) Explain any programs your TMC offers around environmental sustainability/carbon offsetting for travel.
- s) Explain how your TMC would be held accountable for performance by Helen Keller Intl.

The Bidder must notify Helen Keller Intl if it intends to replace a key member of the Bidder’s team (i.e. primary account manager and assigned agents), with an explanation for doing so, prior to the award date and provide Helen Keller Intl with the information required for the approval of a replacement proposal. Any replacement shall be subject to the approval of Helen Keller Intl. This is also valid for any replacement taking place during the contract duration.

Part 2: FINANCIAL OFFER

To understand your compensation structure, outline your fee structure for providing services:

- a. Explain your fee structure in detail.
- b. Identify any other compensation information we need to be aware of to implement a global management system. Identify any other services/products offered and any associated costs, including additional costs as identified in the technical offer.
- c. Explain if any costs will be associated to system configuration if your TMC is selected.

SECTION 4: Evaluation Criteria and Basis for Award

Helen Keller Intl will follow a Best Value Trade-Off selection methodology. Helen Keller Intl may award to an eligible, responsible firm whose proposal is most advantageous, with price and other factors considered proposal, including but not limited to compliance with the requirements of the RFP without material deviation. Bidders may not modify non-responsive offers after the proposal deadline in order to make them responsive. However, Helen Keller Intl may request an Bidder to clarify its offer as long as no material deviation exists.

The criteria below will serve as the basis upon which proposals will be evaluated. Selection will be based principally on the technical merits of the proposals, but price and other factors will be considered, and award will be made only if the proposal is determined to be technically acceptable and cost reasonable.

Evaluation Criteria per Solicitation
Compliance with RFP Requirements
<i>Responsiveness to solicitation requirements, submission of required documentation</i>
<i>USG-registered Small Business and/or disadvantaged and/or minority-owned business</i>
Past Performance/ Prior relevant experience

<i>Demonstrated experience supporting travel management for international companies or organizations with a clear understanding of Helen Keller's specific need and goals for a travel management system</i>
<i>Feedback from three provided references</i>
Customer Service Model
<i>Consideration of Helen Keller's needs to determine the structure and size of the agent team that will support staff; demonstrated experience of agent team to collaborate for seamless bookings and knowledgeable guidance for travelers</i>
<i>After hours, 24/7 support phone number is staffed in-house and can support emergency travel changes and issues</i>
<i>Guaranteed response times based on data for existing clients</i>
Booking Process
<i>Clearly presented online, email, and phone booking proposal within a consolidated system</i>
<i>Plan to incorporate Helen Keller policies (including FAA compliance, maximum staff per flight, layover thresholds) in the booking process</i>
International Booking System for Africa and Asia-based Staff
<i>Proposal for supporting booking requests from Helen Keller Africa and Asia-based staff, including an explanation of any international limitations or exceptions</i>
Negotiated Supplier Programs
<i>Clear explanation of your offered supplier programs, supplier limitations, and access to humanitarian fares</i>
Traveler Tracking and Notifications
<i>Confirmation that domestic and international travel bookings can be exported to the International SOS traveler tacker.</i>
<i>Proposal for post-booking communications, live travel notifications, and any additional technologies utilized by your company</i>
Travel and Financial Reporting
<i>Proposal for readily accessible travel and financial reports, and plan to record traveler financial booking codes</i>
Presentation (if invited to present)
<i>Demonstrated understanding of Helen Keller's travel management needs and ability to partner with Helen Keller to ensure the confidence of travelers</i>
<i>Demonstration of booking process and online tools</i>
<i>Proposal for onboarding and training staff for using a new system, making bookings, and managing traveler profiles</i>

Upon completion of the evaluation of Technical Offers, Helen Keller Intl will evaluate Financial Offers for budget presentation, details of the budget narrative, and cost effectiveness (reasonable, realistic, match the Technical Offer and meet requirements of RFP). No Evaluation Criteria are assigned to Financial Offers, but costs will be considered in conjunction with the evaluation of the Technical Offer. This RFP utilizes the tradeoff process and Helen Keller Intl may award a contract to the offeror whose proposal represents the best value to Helen Keller Intl. Helen Keller Intl may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price.

SECTION 6: Proposal Validity, Submission Deadline and Instructions

Proposals should have a 120-day validity period from the proposal submission date, as provided in the Cover Letter.

Proposals must be submitted electronically by the deadline listed on the cover page of this RFP by E-mail to Laurie Kovacs, Operations Administrator (LKovacs@hki.org) indicating in the subject line of the e-mail the company name and the RFP number.

A full proposal submission will include the following documents, all of which must reference the RFP number as stated on the cover page of this document:

- Cover Letter
- Technical Offer

- Financial Offer
- Small and/or Disadvantaged Business Certification Form completed and signed by authorized official
- Conflict of Interest Disclosure Form completed and signed by authorized official
- USAID Contract Provisions completed and signed by authorized official
- Copies of Bidder legal registration documents
- Other pertinent information relevant to the proposal submission

SECTION 7: Negotiations

Best offer proposals are requested. It is anticipated that an award will be made solely on the basis of the original offers received. However, Helen Keller Intl reserves the right to conduct discussions, negotiations and/or request clarifications prior to awarding a contract. Furthermore, Helen Keller Intl reserves the right to conduct a competitive range and to limit the number of bidders in the competitive range to permit an efficient evaluation environment among the most highly-rated proposals. Highest-rated bidders, as determined by the technical evaluation committee, may be asked to submit their best prices or technical responses during a competitive range. At the sole discretion of Helen Keller Intl, bidders may be requested to conduct oral presentations. If deemed an opportunity, Helen Keller Intl reserves the right to make separate awards per component or to make no award at all.

SECTION 8: Terms of the Solicitation

1. Issuance of this RFP does not constitute an award commitment on the part of Helen Keller Intl, nor does it commit Helen Keller Intl to pay for costs incurred in the preparation and submission of a bid.
2. Attached files are integral part of this RFP.
3. Helen Keller Intl may contact Bidders to confirm contact person, address, bid amount and to confirm that the proposal was submitted for this solicitation.
4. False Statements: Bidders must provide full, accurate and complete information as required by this solicitation and its attachments.
5. Conflict of Interest Disclosure: In Annex A Bidders must provide disclosure of any past, present or future relationships with any parties associated with the issuance, review or management of this solicitation and anticipated award. Failure to provide full and open disclosure may result in Helen Keller Intl having to re-evaluate selection of a potential Bidders.
6. Right to Select/Reject: Helen Keller Intl reserves the right to select and negotiate with those firms it determines, in its sole discretion, to be qualified for competitive proposals and to terminate negotiations without incurring any liability. Helen Keller Intl also reserves the right to reject any or all proposals received without explanation.
7. Reserved rights: All RFP responses become the property of Helen Keller Intl and Helen Keller Intl reserves the right in its sole discretion to:
 - a. To disqualify any offer based on Bidder's failure to follow solicitation instructions;
 - b. To waive any deviations by Bidders from the requirements of this solicitation that in Helen Keller Intl's opinion are considered not to be material defects requiring rejection or disqualification or where such a waiver will promote increased competition;
 - c. Extend the time for submission of all RFP responses after notification to all Bidders;
 - d. Terminate or modify the RFP process at any time and re-issue the RFP to whomever Helen Keller Intl deems appropriate;
 - e. Issue an award based on the initial evaluation of offers without discussion;
 - f. Award only part of the activities in the solicitation or issue multiple awards based on solicitation activities.
8. Bidders and its proposed personnel shall disclose any factors that could limit the organization's ability to independently perform the services such as relationship with counterpart employees, past employment, etc.

ANNEX A: Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement (“Agreement”) forms a part of the Terms and Conditions included in the Helen Keller International (“Helen Keller”) Travel Management Services Request for Proposal dated October 22, 2021 (the “RFP”).

As a precondition to Helen Keller providing any information concerning its RFP for the services described therein, the undersigned hereby agrees on behalf of his or her company to the following confidentiality and non-disclosure terms.

1. In connection with the RFP for Travel Management Services (the “RFP”), Helen Keller will make available to bidders and any successful vendors (each, a “Recipient”) certain non-public confidential and proprietary information relating to Helen Keller and its affiliates including, without limitation, plans, projects, programs, strategies, methods, processes, systems, products, names, contact information, and financial and technical information (collectively, “Confidential Information”). The term “Confidential Information” does not include information which, with respect to a Recipient (i) is or becomes generally available to the public other than as a result of a disclosure by such Recipient, (ii) was within the possession of such Recipient prior to its being furnished by or on behalf of Helen Keller, provided that the source of such information was not known by such Recipient, after reasonable investigation, to be bound by a contractual, legal or fiduciary obligation of confidentiality to Helen Keller or any other party with respect to such information, (iii) becomes available to such Recipient on a non-confidential basis from a source other than Helen Keller, provided that such source is not known by such Recipient, after reasonable investigation, to be bound by a contractual, legal or fiduciary obligation of confidentiality to Helen Keller or any other party with respect to such information, or (iv) has been or is subsequently independently conceived or developed by such Recipient without use of or reference to the Confidential Information.
2. Each Recipient will use the Confidential Information solely for the purpose of providing, or seeking to provide, services in connection with the RFP, and for no other purpose. Each Recipient will keep the Confidential Information confidential and will not disclose any of the Confidential Information to any third parties; provided that a Recipient (i) may make any disclosure to which Helen Keller gives its prior written consent and (ii) may disclose Confidential Information to its Representatives who have a need to know such information solely in connection with the RFP; provided that any such Representative shall be advised of and be bound by these Confidentiality and Non-Disclosure provisions to the same extent as such Recipient which shall be responsible for any breach of these terms by its Representatives. “Representatives” of a Recipient shall mean its affiliates, directors, officers, employees, agents and advisors.
3. In the event that a Recipient or any of its Representatives is required by law, regulation or court order to disclose any Confidential Information, such Recipient or Representative immediately will, to the extent permitted by law, notify Helen Keller in writing prior to making any such disclosure, to facilitate Helen Keller seeking a protective order or other appropriate remedy. If Helen Keller is not successful in preventing such disclosure, such Recipient or Representative will disclose only that portion of the Confidential Information that is legally required and will exercise best efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information.
4. All Confidential Information is and will remain the property of Helen Keller. Upon termination of its relationship with Helen Keller, or at any other time upon the request of Helen Keller, each Recipient will return all Confidential Information promptly to Helen Keller, and permanently delete all digital and/or other electronic copies of Confidential Information that it may have in its possession. Upon the request of Helen Keller, each Recipient will certify compliance with the foregoing to Helen Keller in writing.
5. In the event of a breach or threatened breach of this Agreement by a Recipient or its Representative, Helen Keller will have no adequate remedy in money or damages, and accordingly will have the right to seek injunctive and/or other equitable relief against such Recipient, without bond, in addition to all other rights and remedies that it may have against such Recipient. Such Recipient will be fully responsible for all losses, damages,

liabilities, penalties, costs and expenses incurred by Helen Keller in connection with any breach of this Agreement by such Recipient and/or any of its Representatives.

6. These Confidentiality and Non-Disclosure provisions shall be governed by, and construed in accordance with, the law of the State of New York.

By signing below, the undersigned is an authorized representative of its organization and accepts terms and conditions of this Agreement. Upon signature, the Agreement shall become a binding agreement.

Organization Name:

Name of Signatory (printed):

Title of Signatory:

Signature:

Date:

ANNEX B: Conflict of Interest Disclosure

Helen Keller Intl Code of Conduct & Ethics Policy: In accordance with the Helen Keller Intl Code of Conduct and Ethics Policy, Helen Keller Intl requires full and open disclosure when dealing with procurement. As such, Helen Keller Intl employees must avoid any conflict of interest or the appearance of a conflict of interest. Helen Keller Intl employees must at all times provide full disclosure of their actions or relationships with prospective vendors, contractors, or consultants. Helen Keller Intl employees shall not solicit, request, accept, or agree to accept any gift from a vendor or prospective vendor.

Helen Keller Intl reserves the right to reject any or all quotes when considered to be in the best interest of the organization and/or the people it serves. All parties submitting a proposal in response to this Request for Proposal are obligated to disclose the existence of any actual or possible conflict of interest relating to every country included within their proposal in the attached *Conflict of Interest Declaration Form*.

Failure to fully disclose such information could lead Helen Keller Intl to reject a proposal. If a party has no conflict to declare for any of the countries covered in their proposal, they may submit one form, listing all of the countries covered.

“**Conflict of Interest**” means a situation in which an Bidder, or an Affiliate (as defined below), or a sub-contractor (if any) of an Bidder, has interests (financial, organizational, personal, reputational or otherwise) that would or may appear to make it difficult for an Bidder to fulfill its obligations to Helen Keller Intl in its role as the vendor in an objective, independent and professional manner, or a situation in which it is reasonable to foresee that such an interest would arise. A Conflict of Interest may arise in the following circumstances, which are not exhaustive:

- i. a Bidder has been, or is involved in the design of a proposal or request for funding that has been, or will be submitted to Helen Keller Intl;
- ii. an Bidder has been, or is involved in the provision of advice to an entity that is a Principal Recipient or a Sub-recipient;
- iii. a Bidder has been, or is involved in, or has provided advice in relation to the procurement of goods and/or services by a Principal Recipient and/or a Sub-recipient;
- iv. a Bidder has been, or is involved in the provision of auditing services to a Principal Recipient and/or a Sub-recipient; or
- v. a Bidder has submitted an expression of interest, tender, bid or otherwise indicated interest in providing services of any nature to a Principal Recipient or a Sub-recipient that remains valid at the time of, and for the duration of the term of this Contract.

“**Affiliate**” means a business concern, individual or other entity that, directly or indirectly: (i) controls or can control an Bidder; (ii) is controlled by, or can foreseeably be controlled by, an Bidder; or (iii) along with an Bidder, is controlled by, or can foreseeably be controlled by, the same third party.

Bidder Conflict of Interest Declaration Form

Please check one box below, as appropriate:

<input type="checkbox"/>	The Bidder hereby declares that it has read and understood the Conflict of Interest rules set forth in the Request for Proposals (RFP) and warrants that no Conflict of Interest exists on the part of the Bidder or an Affiliate of the Bidder, with regard to the services to be performed under the RFP. The Bidder hereby agrees to comply with the Conflict of Interest rules set forth in the Request for Proposals (RFP).
<input type="checkbox"/>	The Bidder wishes to disclose a real or potential Conflict of Interest situation(s) and propose mitigating action(s). <i>Note:</i> if this box is checked, please describe in an attachment, <i>in detail</i> , the situation and present a proposed mitigation plan / arrangement for consideration by Helen Keller Intl.

Bidder:

Signature:	
Printed Name:	
Title:	
Date:	

ANNEX C: USAID Contract Provisions

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

By signing below, the Bidder agrees to comply with these requirements, as applicable, in the event an award is made by Helen Keller Intl.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of

supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

By signing below, the Bidder agrees to comply with these requirements, as applicable, in the event an award is made by Helen Keller Intl.

Bidder:

Signature:	
Printed Name:	
Title:	
Date:	

Annex D: SMALL AND/OR DISADVANTAGED BUSINESS CERTIFICATION FORM

Helen Keller International is committed to utilizing small, minority-owned, women-owned, veteran-owned, disability-owned, LGBTQ-owned and those located in historically underutilized business (HUB) zones among others as part of our mission to ensure that every person has the opportunity to reach their true potential. As part of this commitment, we welcome application of **all** qualified potential vendors, and request that applicants complete and sign the following form with your quote/proposal.

Company Name:
Address City/State/Zip:
Email Address & Phone #:

1. U.S. Government Small Business Programs - Is your company (check all that apply):

a.	An 8(a), Small Business as defined by the Small Business Administration (SBA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know
b.	A Women-Owned Small Business Concern as defined by SBA?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know
c.	A Small Business Concern as defined by the SBA?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know
d.	A Veteran Owned Small Business Concern as defined by SBA?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know
e.	A Service-Disabled Veteran-Owned Small Business Concern as defined by the SBA?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know
f.	A Certified Historically Underutilized Business Zone (HUBZone) Small Business Concern as defined by the SBA?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know
g.	A Small Disadvantaged Business as defined by the SBA?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know

For any yes responses above, **please attach your current sam.gov registration** showing your representation of the SBA designation above with this form, if applicable.

2. Self-Certification

a.	Is your company majority ² disability-owned, minority-owned, women-owned or LGBTQ ³ -owned business and not qualifying or not registered for one of the programs listed in Section 1?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know
b.	If you answered yes to 2.a., select which of the categories apply.	<input type="checkbox"/> majority disability-owned <input type="checkbox"/> majority minority-owned <input type="checkbox"/> majority LGBTQ-owned <input type="checkbox"/> majority women-owned
c.	If you represented your company as minority-owned, please check the category where ownership falls:	<input type="checkbox"/> African American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian <input type="checkbox"/> Alaskan-Native Corp/ Tribally-Owned <input type="checkbox"/> Historically Black College/University <input type="checkbox"/> Individual/Concern other than one of the preceding

By checking a box(es) above and signing below you are hereby certifying your business meets the criteria for the applicable category.

Signature of Authorized Representative Date

Printed Name/Title of Authorized Representative

² A majority is one in which a minimum of 51 percent of the voting stock is owned and controlled by one of the designated groups. A designated group must control the policy-making process and direct the daily operations of the firm. If the business is publicly owned, the designated group must control a minimum of 51 percent of the voting stock and must direct the management and daily business operations.