



## REQUEST FOR PROPOSALS

# PRB Data Center Revamp

### Background

PRB is a 501(c)(3) nonprofit organization that analyzes and disseminates information about populations and their health and well-being so it can be used to inform decisions that improve lives around the world. We develop communication tools and strategies that drive policy, programming, and funding decisions and employ a variety of approaches to connect data users with data producers.

[PRB's Data Center](#) is a hub for international and domestic population data, featuring over three dozen indicators for every country in the world. It is the most popular component of PRB.org with over 1.2 million views from over 100,000 users annually. However, it has not had a holistic update in many years and has an outdated user interface and difficult-to-update backend. The Center continues to live on an AWS server while the rest of PRB.org (and our other sites) live on Google. We need to use a third party to help us upload new data each year.

### Purpose

We are looking to revamp the Data Center to address existing issues and reimagine what the Center could be. The final product will be a sleek, easy-to-navigate hub of demographic data and information that will highlight PRB's demographic expertise and our ability to interweave data and stories, showcasing key PRB capabilities to current and potential partners, funders, and other audiences.

### Scope of Work

1. **Data Center migration to PRB.org.** PRB.org has been updated several times over the last two decades and was migrated to WordPress in 2016. We moved PRB.org from an AWS server to a Google server, but because of technical difficulties we were not able to move the Data Center so it continues to live separately from the rest of our site. We would like this revamp to embed the Data Center within our existing PRB.org infrastructure and live on Google too.
2. **Transition to a dashboard structure that allows users to engage with and customize data displays.** The current Data Center is made up of hundreds of individual indicator and country pages that provide limited engagement or opportunities for comparison. We would like to create a dashboard where users can easily select the indicator, country, or state-level data that they'd like to view and do the following:
  - a. **Select a type of visualization.** A map would be the default, but we could also offer options to view data as a bar chart, line chart, or table depending on spatial constraints. All visualizations should use tooltips and have a place for additional metadata like notes and sources. We welcome proposals that utilize existing data visualization technologies like Flourish, Datawrapper, D3.js, or chart.js and would request explanations for the recommendations.
  - b. **Compare sub-indicators.** While many of our indicators are not comparable to each other because they use different dimensions (i.e., whole numbers, percentages, ages, etc.), some have sub-indicators that do use the same dimension and the user should be able to compare them to one another. For example, we provide data on the Percent of Population for each country that is (1) under age 15 and (2) ages 65+. Ideally, a user could see these two data points together for comparison. With our current indicators, dimensions of comparison include time, age, gender, and percentages.
  - c. **Select locations of interest.** We'd like for users to be able to choose countries, states, or possibly regional areas (see #7 below) of interest for comparison.
  - d. **XLSX or CSV download.** We want to always provide the option to download queried data results in an XLSX or CSV file.

In addition to being a data hub, we would like the Data Center to accomplish the following:

- a. Provide a space for Data Center-related announcements or updates.



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- b. Feature cards that link to related PRB content that can be changed whenever appropriate. We could have a section for dynamic cards that update based on the user-selected indicator, as well as sections for more evergreen content that's updated less frequently.
- c. Include key indicator highlights (i.e., the special indicators from that year's World Population Data Sheet or an organizational priority topic).

Visually, some inspiration can be found for this dashboard approach [here](#). Functionally, some links to existing databases that are more complex than our data but provide good examples of how data can be disaggregated and displayed are:

- [Our World in Data – Economic Inequality](#)
- [World Bank Data Bank](#)
- [STAT Compiler](#)
- [HIV Sub-National Estimates Viewer](#)

3. **Improved data uploading process.** We would like for approved staff to be able to easily delete, update, or add data whenever appropriate throughout the year. We anticipate providing data in individual CSV files that cover a single indicator. All data should be validated on upload. We'd like for the Data Center to be source-agnostic giving us the flexibility to transition to a database like SQL in the future.
4. **Creating a new home for the World Population Data Sheet (WPDS).** The WPDS has been PRB's flagship product for decades and currently provides all the data for the international section of our Data Center. For the last four years, this suite of print and digital products has included the following:
  - a. Print poster.
  - b. [Microsite](#) (updated annually with new data and new [Special Focus](#)).
  - c. PDF booklet (for easy onscreen reference to all the data).
  - d. [Lesson plan](#).
  - e. Data in the Data Center gets updated.
  - f. Media briefs.

For the 2025 WPDS release, we are not creating a print poster and will be sunsetting the microsite. This means we want the Data Center to feel like the true home for the WPDS into the future as it continues to be a product name that people are familiar with and look forward to each year. At the same time, the Data Center is also home to other data—and more may be added in the future—so we seek an easy way to call out WPDS data while also allowing room for other data indicators.

5. **Improved responsiveness for tablet and mobile use of Data Center.**
6. **Line item: Adding additional data sets into the Data Center.** Currently, all international data come from the World Population Data Sheet and all U.S. data come from U.S. Government sources. We would be interested in a Data Center that allows us to upload new data sets in the future as we continue to conduct and compile research on various topics, though we may want to keep data sets obviously separated from each other so as not to end up with a long list of indicators and to keep those data sets in their original context. For example, we anticipate creating a data set on teenage well-being in the U.S. with a specific set of indicators. We'd want that data to be housed together (not within a long list with existing indicators).
7. **Line item: Ability to include regional data for countries or states.** While we do not currently have data collected at the regional level, we would like for it to be an option for selected countries or U.S. states in the future. Examples could include county-level data for U.S. states; province- and county-level data in Kenya; regions and provinces in China.
8. **Line item: Ability to embed charts from the Data Center elsewhere on our website that then links users back to the Data Center for further analysis or data download.**

### Deliverables

- Draft application architecture, including mechanism for integration into the current WordPress site; envisioned stack; core assumptions about data ingestion, validation, and storage; visualization libraries (if any); any proprietary code to be used; core responsiveness considerations; core functionality.



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- Design low-fidelity wireframes/prototype for mobile, tablet, and desktop that is shared and tested by PRB staff.
- Working within the PRB brand, design high-fidelity prototype for mobile, tablet, and desktop that is shared and tested by PRB staff and other stakeholders.
- Development of site to match approved prototype and ensure Center works seamlessly within existing PRB.org WordPress structure.
- Minimum three rounds of review.
- Fully integrated and live Center on PRB.org.
- Final code so PRB can continue to maintain and/or develop the Data Center.
- Training and documentation on uploading data to and maintaining the Data Center.

### Proposed Timeline

- **Kickoff:** Week of February 10, 2025
- **Low-fidelity wireframe/prototype presentation:** Week of March 3
- **PRB provides feedback:** Week of March 10
- **Revised wireframes shared (if needed):** Week of March 17
- **PRB approval of wireframes:** Week of March 17
- **High-fidelity prototype presentation:** Week of April 14
- **PRB provides feedback:** Week of April 21
- **Revised prototype shared:** Week of April 28
- **PRB approval of prototype:** Week of April 28
- **Testing link shared:** Week of June 23
- **Revisions:** June 23 – August 8
- **Final approval by partners:** August 20
- **Live site:** August 29 (Note: We have a hard deadline of September that we cannot go past.)

### Criteria

PRB intends to award a contract to the responsible vendor whose proposal provides best value to PRB. Proposals will be evaluated on experience, cost, and proposed timeline. PRB anticipates awarding a fixed-price contract with payment based on the successful completion of deliverables.

Vendors incorporated in the United States and low- and middle-income countries are encouraged to apply.

We reserve the right to make multiple awards based on this solicitation. We also reserve the right not to award a contract to any offeror, or to award the contract to other than the lowest price offeror.

The successful offeror will be required to sign the Byrd Anti-Lobbying Amendment Certification; ([see 44 CFR Part 18](#)).

### Proposal Format

- **Cover sheet** identifying legal name, physical address, description of your organization, and information about how many years you have been in business.
  - If you are a small business, also indicate the applicable NAICS code(s) and your exact small business classification (e.g., woman-owned small business).
- **Examples** of past work of a similar nature that is 508 compliant, preferably with live links if available. Work done for USAID a plus.
- **Two to three references**, preferably from other nonprofit clients with similar scopes of work, including name, organizational affiliation, phone number, and email address.
- Brief description of how you propose to **manage the client relationship** with PRB.



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- **Price proposal** broken down into the following line items with detailed breakdown of price (e.g., proposed hours by category with hourly rates and details on any indirect or other direct costs):
  - Design of Data Center including low- and high-fidelity wireframes/prototype.
  - Development of Data Center.
  - Line item 1: Adding additional data sets into the Data Center.
  - Line item 2: Ability to include regional data for countries or states.
  - Line item 3: Ability to embed charts from the Data Center elsewhere on our website that then links users back to the Data Center for further analysis or data download.

**Deadline for questions:** Friday, January 10, 2025

**Proposal Deadline:** Friday, January 17, 2025

Please see attached a sample contract that includes clauses, including federal contract contracts, that would be included in the agreement.

### Contact

**Anneka Van Scoyoc**

Head of Design

[avanscoyoc@prb.org](mailto:avanscoyoc@prb.org)



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## Sample Vendor Contract

**Vendor Contract (“Agreement”) Number.**

1.1 Agreement Number

**Parties.** This Vendor Contract (hereinafter referred to as “Agreement”) is entered into by and between the Population Reference Bureau, Inc. (hereinafter referred to as “PRB”), 1111 19th St NW, Suite 400, Washington, DC 20036-3617, USA and the following organization (hereinafter referred to as “Organization” or “You”):

2.1 Organization Name

2.2 Address

2.3 Tax ID / PIN

2.4 UEI

Each party to this agreement may be referred to individually as a “Party” and together as the “Parties.”

**Direction.** Performance of work under this agreement is subject solely to the direction of the PRB Agreement Owner or his/her designee. The PRB Agreement Owner for this agreement is:

3.1 Name

3.2 Phone Number

3.3 Email Address

The Agreement Owner or his/her designee(s) will correspond with the Your Authorized Representative or his/her designee(s) about all matters related to this agreement. Your Authorized Representative for this agreement is:

3.4 Name

3.5 Phone Number

3.6 Email Address



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**Funding.** Funding for this work is provided under the following project:

4.1 Project Name

4.2 Funder/Client

Federal award details follow.

4.3 FAIN

4.4 Award Date

4.5 Prime Recipient

4.6 ALN

4.7 ALN Name

4.8 R&D Award

4.9 Description

**Services.** You agree to complete the services as described in Attachment A. Scope of Work (hereinafter 'Services').

**Period of Performance.** The period of performance for this agreement is as follows. No payments will be made for work completed after the end of the period of performance.

6.1 Start Date

6.2 End Date

**Agreement Ceiling.** Total compensation under this agreement will not exceed the following ceiling amount:

7.1 Ceiling Amount

**Payment Terms.** This is a Fixed Price Vendor Contract.

If labor costs or expenses are incurred in a currency other than the currency used in Section 7. Agreement Ceiling, Invoices, should present expenditures in both currencies and provide backup documentation for the exchange rate(s) used. PRB will compensate You for the completion of deliverables in accordance with the deliverable schedule provided in Attachment A. Scope of Work and based on the budget provided in Attachment B. Budget.



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Changes to deliverable due dates require approval from the PRB Agreement Owner. The following table summarizes the deliverable schedule for convenience:

#	Deliverable Schedule	Documentation of Completion	Due Date	Payment Amount
1				
2				
3				
<b>Total Not to Exceed</b>		<b>USD</b>		

Payment is based on satisfactory performance and is subject to the PRB Agreement Owner’s acceptance of deliverables completed.

No payments will be made until all programmatic, progress, and financial reports scheduled to date have been received and approved by PRB. Final payment will not be made until all Services and/or deliverables have been completed, all reporting is submitted, and a complete and accurate invoice is received.

**Tax Withholding.** Not applicable.

**Invoices.** Payment for Services provided is based on submission of complete, accurate, and signed invoices via email to invoices@prb.org.

Invoices must be received in accordance with the terms outlined in Section 8. Payment Terms and by the following due dates. Invoices must meet the requirements in Attachment C. Invoice & Financial Report Requirements and be accompanied by appropriate supporting documentation.

9.1 Invoice Due

No more frequently than monthly

9.2 Final Invoice Due

Within 15 days of the end of the period of performance

Reserved.

Reserved.

**Advances.** No advance payments are authorized under this agreement.

**Indirect Costs.** No indirect costs will be charged under this agreement

**Cost Share.** Not applicable.

**Donor Terms and Conditions.** This agreement is subject to the donor provisions provided in Attachment D. Donor Terms and Conditions.

**Authorized Geographic Code.** Not applicable.



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**Independent Relationship.** Your relationship with PRB shall be that of an independent organization. You shall have no authority to execute or modify grants, contracts, or other agreements, or to make commitments, on behalf of PRB. Nothing contained herein shall be deemed to create the relationship of employer and employee.

### **Intellectual Property and Work Product.**

The intellectual property rights arising from the work under this agreement including all notes, materials, documents, and tangible items shall be considered a work made for hire and become the property of PRB. You agree that publication of data or reports concerning this agreement shall be at the sole discretion of PRB. You shall identify all materials for which You claim exemption or intend to claim exemption from this provision prior to use or development of such materials.

You must provide a copy of all data, reports or work created under this agreement to PRB upon PRB's request, according to the terms of this agreement, or by the conclusion of the agreement.

**Communication.** You have no relationship with the Funder under this agreement and shall make no implication that the Funder supports Your activities. You shall not communicate with the Funder as relates to this agreement or the Project unless PRB explicitly requests authorizes You to do so. You will have no right to submit claims directly to the Funder.

You must include this clause in any lower-tier contracts and awards.

**Publicity.** Neither Party shall use the name of the other Party or of the Funder in any form of advertising, promotion, publication, or public disclosure without the prior written approval of the affected party. The Parties may acknowledge PRB and the Funder's support for, and the nature of, the activities pursued under this agreement. In any such statement, the relationship of the Parties shall be accurately described.

**Proprietary Information and Confidentiality.** Proprietary and confidential information shall include all data, documentation, drawings, specifications, software, financial information, cost/pricing data, and other information furnished by PRB that has been marked "confidential" or that a reasonable person would treat as confidential due to its character or nature. You shall not disclose any such information to any third party or use such information Yourself for any purpose other than performance of Your obligations under this agreement without written permission from PRB. You agree to immediately notify PRB in writing in the event that You have reason to believe that a breach of this provision may have occurred, for example as a result of a cyberattack.

**Cybersecurity.** You are fully responsible for Your cybersecurity and PRB shall bear no liability for any breach of your information technology systems including, without limit, for any phishing scams originating from a party or parties claiming to be PRB or related to PRB. You agree to implement reasonable cybersecurity measures to safeguard any proprietary and confidential information as defined in Section 22, above. Reasonable cybersecurity measures include use of multi-factor authentication, use of anti-virus software, enforcement of regular software updates, and staff trainings / awareness-raising.

**Transfer and Assignment.** You may not assign, sell or otherwise transfer any obligations under this agreement to a third party without the prior written consent of PRB.

**Compliance with Applicable Laws.** You agree to comply with all applicable laws, regulations, and ordinances of federal, state, and local governments with respect to the conduct of business as an independent organization including, without limitation, duties regarding labor and tax law.

**Conflict of Interest.** You will not engage, directly or indirectly, in any business or professional activities which would conflict with the activities under this agreement and shall immediately report any potential or suspected violations of this requirement to PRB. You hereby represent that no conflict of interest exists or is likely to arise in the performance of the Services under this agreement.





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**Anti-Corruption.** You certify that no gift, payment, or offer of anything of value has been made to any official, employee, or representative of PRB or any Government entity (both U.S. and foreign) to secure this award or will be made while carrying out the terms of this award.

**Non-Discrimination.** No one shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded through this agreement on the basis of race, color, religion, gender, age, handicap or disability, previous military service, marital status, national origin or ancestry, or sexual orientation.

**Anti-Lobbying.** Funds provided under this agreement may not be used for domestic or international lobbying.

**Prohibition of Assistance to Drug Traffickers.** PRB reserves the right to terminate this agreement, demand a refund, or take other appropriate measures if You are found to have been convicted of a narcotics offence or to have been engaged in drug trafficking.

**Preventing Terrorist Financing.** You certify that You and Your employees, consultants, and agents do not engage, support or finance individuals and/or organizations associated with terrorism. You are reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and entities associated with terrorism, including those that appear on the Specially Designated Nationals and Blocked Persons list maintained by the U.S. Treasury or the United Nations Security Council consolidated list.<sup>1</sup> This provision must be included in all subcontracts and subawards issued under this agreement.

**Anti-Human Trafficking.** You certify that during the period of this award, You, Your employees, contractors, and/or subawardees will not engage in trafficking in persons, procure a commercial sex act, use forced labor, or act to directly support or advance trafficking in persons. In the event of a violation, PRB reserves the right to immediately terminate this award and pursue any other remedial actions authorized as stated in section 1704(c) of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).

**Prohibition on Sexual Exploitation and Abuse.** PRB does not tolerate sexual exploitation and sexual abuse (SEA) and considers any act of SEA to be serious misconduct. Such acts include but are not limited to (1) sexual activity with persons under the age of 18, regardless of the age of majority or consent locally, and (2) exchange of money, employment, goods, services, or assistance that is due to beneficiaries of assistance for sex, including sexual favors or other forms of humiliating, degrading, or exploitative behavior. You represent that you (a) either have in place a policy that prohibits SEA in accordance with the minimum standards provided in in ST/SGB/2003/13 (including preventative measures and a process for reporting and handling potential violations) (b) or agree to abide by PRB's policy on preventing SEA, which is available at <https://myprb.notion.site/Policies-and-Templates-ac249db4dcfe4b8ab0e48c9ba51fbc9>. You will promptly notify PRB about any suspected instance of SEA and proactively share information about the progress and outcome of related investigations. In the event that you violate this policy, PRB reserves the right to terminate this agreement immediately.

**Debarment, Suspension, Ineligibility, and Voluntary Exclusion.** You certify that neither You nor Your principals are presently excluded or disqualified from participation in this transaction by any U.S. Federal department or agency.

You agree that you will not enter into any subawards or contracts under this agreement with a person or entity that has an active exclusion on the System for Award Management (SAM) ([www.sam.gov](http://www.sam.gov)).

**Records and Auditing.** You shall maintain and make available to PRB, its Funder(s), the Prime Recipient (if different from PRB), and/or their auditors upon request any books and records which are directly pertinent to this

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<sup>1</sup> Currently accessible at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> and <https://scsanctions.un.org/search/>



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agreement and services provided hereunder for the purpose of conducting audits to ensure compliance with the terms and conditions herein.

**Insurance & Liability.** During the term of this agreement, You shall carry appropriate and commercially reasonable amounts of insurance adequate for the activities under this agreement as well as sufficient levels of all legally mandated insurance. You accept full responsibility for all activities conducted under this contract, including any liability claimed against PRB, its officers, or employers, by any third party.

**Indemnification.** You shall defend, indemnify and hold PRB, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of You, its officers, agents or employees.

PRB shall defend, indemnify and hold You, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of PRB, its officers, agents or employees.

**Applicable Law.** This agreement shall be governed by the laws of the District of Columbia in the United States of America.

**Disputes.** The Parties agree to use their best efforts to amicably settle any disputes that may arise out of or in connection with this award. Unresolved disputes shall be submitted to binding arbitration conducted in Washington, DC, USA. The Parties agree to accept the arbitrator's decision as final. In the event a Party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other Party shall be entitled to costs of suit including reasonable attorney's fees for having to compel arbitration or defend or enforce the award. By agreeing to arbitrate, both Parties give up their legal right to bring a court action and have a jury trial.

### **Termination and Suspension.**

*Termination for Convenience:* PRB may terminate this agreement at any time prior to the completion of the period of performance for convenience upon providing thirty (30) days written notice. PRB shall pay You an amount for partially completed deliverables that is proportionate to the total work to be performed. In such a case, the Parties agree to negotiate a mutually satisfactory amount to be paid. If the Parties cannot agree mutually, then PRB shall make the final determination. If funds are owed to PRB, You will return the amount promptly.

*Termination for Cause:* In the event of a material breach, PRB may terminate this agreement immediately. For the purposes of this agreement, material breach shall mean Your misconduct, failure to provide contracted services, commission of any unlawful act, evidence of inappropriate behavior causing problems of performance, or other reasons within Your control. PRB shall determine the extent to which You have satisfactorily performed services prior to the termination notice and determine payment, if any, for those services. If funds are owed to PRB, You will return the amount promptly.

In the event of a termination for either convenience or cause, Organization agrees to return all work materials related to performance under the scope of work.

*Suspension:* PRB may suspend this agreement in whole or in part when instructed by the Funder, if the Funder suspends or terminates the Project under which this agreement is issued, or otherwise at PRB's sole discretion. Suspension will be made by written notice to You and will be effective from the date specified in the notice. Work may only continue once PRB has lifted the suspension in writing. A suspension will only be lifted if the Funder



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confirms its agreement to lifting the suspension or if PRB considers that the reasons for the suspension no longer exist or have been addressed satisfactorily by You. Upon suspension, You will be entitled to payment for all work completed in accordance with the terms of this agreement before the effective date of suspension. Payment for work begun before but not completed by the effective date of suspension will be made on a pro-rata basis in accordance with the process detailed under 'Termination for Convenience', above. If funds are owed to PRB, You will return the amount promptly.

**Force Majeure.** You shall not be liable by reason of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond Your control and without Your fault or negligence. Such cases may include, but are not restricted to, acts of God, acts of government or municipal or other authorities, fires, floods, epidemics, quarantines, terrorism, strikes, and labor disputes.

**Translation.** In the event this award is translated into another language for informational purposes, the English version shall be considered the original and shall govern.

**Entire Agreement.** This agreement including any attachments constitutes the entire and fully integrated agreement between the Parties. It supersedes all prior agreements, representations, warranties, statements, promises, and understandings with respect to the subject matter hereof, whether oral or written. This award shall not be modified in any way except by written amendment signed by both Parties. Modifications are required for, but not limited to, changes to the scope of work, key personnel, the agreement ceiling and obligation, and the agreement end date.

**Attachments** incorporated herein:

Attachment A. Scope of Work

Attachment B. Budget

Attachment C. Invoice & Financial Report Requirements

Attachment D. Donor Terms and Conditions

Attachment E. List of Other Attachments

ORGANIZATION

POPULATION REFERENCE BUREAU

Name

Name

Title

Title

Date

Date



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### Attachment A. Scope of Work

#### Project Background

#### Purpose

#### Responsibilities and Deliverables

Changes to deliverable due dates require approval from the PRB Agreement Owner.



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### **Attachment B. Budget**

The total fixed price was determined based on the following budget.



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### Attachment C. Invoice & Financial Report Requirements

We encourage you to use PRB templates for invoices. You can find templates at <https://myprb.notion.site/Policies-and-Templates-ac249db4dcfe4b8ab0e48c9ba51fbc9>. Please contact [invoices@prb.org](mailto:invoices@prb.org) if you have any questions or issues accessing this link.

All invoices must include the following elements.

1. PRB Agreement Number (2025-026TBD Data Center)
2. Unique invoice number, using your numbering system
3. Submission date
4. Amount requested for compensation/fees, reimbursable expenses (if applicable), and total amount requested.
5. Information about the basis of payment. Specifically:
  - List of deliverables submitted / milestones completed and accepted by PRB including the amount due for each deliverable / milestone. Deliverable / milestone amounts must align with the schedule in Section 8. Payment Terms
6. Supporting documentation, in particular:
  - Documentation for deliverable/milestone completion if not already provided separately.
7. The following certification:

*By signing this report, I certify to the best of my knowledge and belief that this invoice is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).*

In the final invoice, the following additional certification:

*further certifies that the agreement is completed, and that will make no further claim to PRB after the final payment.*

8. Signature of an authorized official



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Attachment D. Donor Terms and Conditions

The following donor provisions apply to this agreement. Please contact the PRB Agreement Owner if you have any questions. If the following is blank, no additional provisions apply:

Subject	Donor Requirements
Federal Funds	<p>This agreement is subject to the provisions of 2 CFR 200 and 2 CFR 700 A full copy of these regulations are available at: <a href="http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl">http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl</a></p> <p><a href="http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr700_main_02.tpl">http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr700_main_02.tpl</a></p> <p>The terms “Recipient”, “Government/USAID” and “Agreement Officer” as used in these clauses shall refer to You, PRB, and the PRB President and CEO, respectively. This award is between You and PRB only and shall not be construed in any way to create a contractual relationship between You and the U.S. Government.</p>
Branding and Marking	<p>As a condition of the receipt of this agreement, marking with the USAID Identity of a size and prominence equivalent to or greater than Yours, other donor’s, or third party’s is required. In the event You choose not to require or are prevented from marking with Your own identity, and if PRB chooses not to mark with its own identity, USAID may, at its discretion, require marking with the USAID Identity.</p>
Condoms	<p>Information provided about the use of condoms as part of projects or activities that are funded under this agreement shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID’s fact sheet entitled “USAID HIV/STI Prevention and Condoms”. This fact sheet may be accessed at: <a href="http://www.usaid.gov/sites/default/files/documents/1864/CondomSTIIssueBrief.pdf">http://www.usaid.gov/sites/default/files/documents/1864/CondomSTIIssueBrief.pdf</a>.</p>
Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment (July 2022)	<ol style="list-style-type: none"><li>1. In accordance with the cost principles in 2 CFR § 200.471, obligating or expending costs for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR § 200.216 are unallowable. Recipients and subrecipients are prohibited from using award funds, including direct and indirect costs, cost share and program income, for such covered telecommunications and video surveillance services or equipment. This provision implements temporary waivers granted to USAID under Section 889(d)(2) that allow the recipient to use award funds for:<ol style="list-style-type: none"><li>1. All costs for covered telecommunications and video surveillance services or equipment incurred through September 30, 2022; and</li><li>2. Costs for covered telecommunications and video surveillance services or equipment incurred on or after October 1, 2022, through September 30, 2028, only if the recipient has</li></ol></li></ol>



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	<p>determined that there is no available alternate eligible source for the covered telecommunications and video surveillance services or equipment.</p> <ol style="list-style-type: none"><li>2. After September 30, 2028, in accordance with 2 CFR § 200.471 costs of all covered telecommunications and video surveillance services or equipment as specified in 2 CFR § 200.216 will be unallowable.</li><li>3. You must include this provision in all subawards and contracts issued under this award.</li></ol>
Domestic Preference for Procurement	<p>In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, You should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).</p> <p>“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>
Preventing Transactions With, or the Provision of Resources or Support to, Sanctioned Groups and Individuals	<p>In carrying out activities under this award, except as authorized by a license issued by the Office of Foreign Assets Control (OFAC) of the U.S. Department of Treasury, You will not engage in transactions with, or provide resources or support to, any individual or entity that is subject to sanctions administered by OFAC or the United Nations (UN), including any individual or entity that is included on the Specially Designated Nationals and Blocked Persons List maintained by OFAC (<a href="https://www.treasury.gov/resource-center/sanctions/SDNList/Pages/default.aspx">https://www.treasury.gov/resource-center/sanctions/SDNList/Pages/default.aspx</a>) or on the UN Security Council consolidated list (<a href="https://www.un.org/securitycouncil/content/un-sc-consolidated-list">https://www.un.org/securitycouncil/content/un-sc-consolidated-list</a>).</p> <p>Any violation of the above will be grounds for unilateral termination of the agreement by PRB.</p> <p>You must include this provision in all subawards and contracts issued under this award.</p>





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Byrd Anti-Lobbying Amendment	<p>You certify that You have signed and transmitted to PRB a certification regarding lobbying pursuant to 31 U.S.C. 1352 prior to executing this award. The form is available at <a href="https://www.state.gov/documents/organization/149465.pdf">https://www.state.gov/documents/organization/149465.pdf</a></p> <p>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.</p>
Construction	Construction is not eligible for reimbursement under this agreement.
Clean Air Act	You 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).



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### Attachment E. List of Other Attachments

The following documents are attached to this agreement and provided as separate files:

- Proposal